

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

2017 JUN -6 A 9:35

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

Case Nos. 2017000400

License No. 15580961

File No. 55253

TIERRA PINES CENTER LLC d/b/a
TIERRA PINES CENTER,

RENDITION NO.: AHCA-17-0407-S-01C

Respondent.

FINAL ORDER

Having reviewed the Administrative Complaint, and all other matters of record, the Agency for Health Care Administration finds and concludes as follows:

1. The Agency issued the attached Administrative Complaint and Election of Rights form to the Respondent. (Ex. 1). The parties have since entered into the attached Settlement Agreement, which is adopted and incorporated by reference into this Final Order. (Ex. 2)

2. The Respondent shall pay the Agency \$1,000.00. If full payment has been made, the cancelled check acts as receipt of payment and no further payment is required. If full payment has not been made, payment is due within 30 days of the Final Order. Overdue amounts are subject to statutory interest and may be referred to collections. A check made payable to the "Agency for Health Care Administration" and containing the AHCA ten-digit case number should be sent to:

Central Intake Unit
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 61
Tallahassee, Florida 32308

ORDERED at Tallahassee, Florida, on this 5 day of June, 2017.



Justin M. Senior, Secretary
Agency for Health Care Administration

NOTICE OF RIGHT TO JUDICIAL REVIEW

A party who is adversely affected by this Final Order is entitled to judicial review, which shall be instituted by filing one copy of a notice of appeal with the Agency Clerk of AHCA, and a second copy, along with filing fee as prescribed by law, with the District Court of Appeal in the appellate district where the Agency maintains its headquarters or where a party resides. Review of proceedings shall be conducted in accordance with the Florida appellate rules. The Notice of Appeal must be filed within 30 days of rendition of the order to be reviewed.

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of this Final Order was served on the below-named persons by the method designated on this SA day of June, 2017.



Richard J. Shoop, Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 3
Tallahassee, Florida 32308
Telephone: (850) 412-3630

Facilities Intake Unit Agency for Health Care Administration (Electronic Mail)	Central Intake Unit Agency for Health Care Administration (Electronic Mail)
Thomas J. Walsh II, Senior Attorney Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Bryan Rotella, Esq. Tara A. Zimmerman, Esq. 10150 Highland Manor Drive Suite 300 Tampa, Florida 33610 (U.S. Mail)

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

Case No. 2017000400

TIERRA PINES CENTER LLC d/b/a
TIERRA PINES CENTER,

Respondent.

AMENDED ADMINISTRATIVE COMPLAINT¹

COMES NOW the Agency for Health Care Administration (hereinafter "Agency"), by and through the undersigned counsel, and files this Administrative Complaint against Tierra Pines Canter LLC d/b/a Tierra Pines Center (hereinafter "Respondent"), pursuant to §§120.569 and 120.57 Florida Statutes (2016), and alleges:

NATURE OF THE ACTION

This is an action to impose administrative fines in the amount of one thousand dollars (\$1,000.00), and the imposition of conditional licensure commencing November 17, 2016, based upon Respondent being cited for one (1) uncorrected state Class III deficient practice.

JURISDICTION AND VENUE

1. The Agency has jurisdiction pursuant to §§ 120.60 and 400.062, Florida Statutes (2016).
2. Venue lies pursuant to Florida Administrative Code R. 28-106.207.

PARTIES

3. The Agency is the regulatory authority responsible for licensure of nursing homes and

¹ Amended to correct clerical error in "Wherefore" clause of page eight (8).

enforcement of applicable federal regulations, state statutes and rules governing skilled nursing facilities pursuant to the Omnibus Reconciliation Act of 1987, Title IV, Subtitle C (as amended), Chapters 400, Part II, and 408, Part II, Florida Statutes, and Chapter 59A-4, Florida Administrative Code.

4. Respondent operates a one hundred twenty (120) bed nursing home, located at 7380 Ulmerton Road, Largo, Florida 33771, and is licensed as a skilled nursing facility license number 15580961.

5. Respondent was at all times material hereto, a licensed nursing facility under the licensing authority of the Agency, and was required to comply with all applicable rules, and statutes.

COUNT I

6. The Agency re-alleges and incorporates paragraphs one (1) through five (5), as if fully set forth herein.

7. That pursuant to Florida law, all physician orders shall be followed as prescribed, and if not followed, the reason shall be recorded on the resident's medical record during that shift. Rule 59A-4.107(5), Florida Administrative Code.

8. That on October 10, 2016, the Agency completed a complaint survey of the Respondent facility.

9. That based upon the review of records, observation, and interview, Respondent failed to ensure all physician orders shall be followed as prescribed, and if not followed, the reason shall be recorded on the resident's medical record during that shift, for one (1) of three (3) sampled resident, related to the prescribed monitoring of the percentage of intake of a nutritional supplement, the same being contrary to the requirements of law.

10. That Petitioner's representative reviewed Respondent's records related to resident number

six (6) during the survey and noted as follows:

- a. The resident was admitted to the facility on July 17, 2010.
- b. Diagnoses included Parkinson's Disease, protein-calorie malnutrition, and a pressure sore that was currently being treated.
- c. The resident's October 2016 physician ordered diet prescription required a pureed diet with nectar thick liquids ordered, with a house shake once a day, medpass 120 ml four times a day, a snack at 10 a.m., and one (1) can of ensure to be provided at lunch.
- d. The orders for the house shake and the medpass included "document percentage intake."
- e. The resident's Medication Administration Record contained no documentation of the percent of intake for the medpass.
- f. An assessment by the Registered Dietitian, written on September 24, 2016, documented the resident's height as 5'9", weight on September 19, 2016, at seventy-three (73) pounds with the ideal range based on height as ninety (90) to one hundred five (105) pounds. The dietician further documented the physician ordered diet as "pureed, nectar thick liquids, 120 ml medpass four times a day, magic cup once a day, double eggs at breakfast, and ensure once a day. Her intake was documented as ranging from 50 - 100%.
- g. The resident's care plan, initiated on October 26, 2012, and revised on August 24, 2016, identified a Focus area for: resident is experiencing actual alteration in nutritional status related to poor intake; weight loss; Failure to Thrive; dysphagia with advancing Parkinson's, and open area on coccyx." Interventions included:

“Provide supplements per Registered Dietitian recommendations and physician orders: health shake with lunch, magic cup daily, medpass four times a day as ordered.”

11. That Petitioner’s representative observed resident number six (6) on October 10, 2016, beginning at 12:20 p.m., and interacted with the resident’s caregiver, and noted as follows:

- a. The resident was a small woman being assisted with lunch in the room.
- b. The aide reported she knew the resident well and usually assisted her with the resident’s meal.
- c. The aide reported that lunch is usually a good meal for the resident, but sometimes the resident doesn’t seem hungry and doesn’t eat much.
- d. The aide reported that the resident gets several high calorie drinks before breakfast that seem to fill the resident up.

12. That Petitioner’s representative interviewed Respondent’s nurse unit manager regarding resident number six (6) on October 10, 2016, at 4:00 PM who confirmed that the percentage of medpass consumed by the resident was not documented as required by the physician’s order.

13. That above reflects Respondent’s failure to ensure all physician orders shall be followed as prescribed, and if not followed, the reason shall be recorded on the resident’s medical record during that shift.

14. That the Agency determined that this deficient practice will result in no more than minimal physical, mental, or psychosocial discomfort to the resident or has the potential to compromise the resident’s ability to maintain or reach his or her highest practical physical, mental, or psychosocial well-being, as defined by an accurate and comprehensive resident assessment, plan of care, and provision of services and cited Respondent for an isolated State Class III deficiency.

15. That Respondent was notified by the Agency to correct the deficient practice within thirty (30) days, *see*, Section 408.811 Florida Statutes (2016).
16. That on November 17, 2016, the Agency completed a re-visit to the October 10, 2016, survey of the Respondent facility.
17. That based upon the review of records, observation, and interview, Respondent failed to ensure all physician orders shall be followed as prescribed, and if not followed, the reason shall be recorded on the resident's medical record during that shift, related to the failure to ensure the prescribed floating of a resident's feet to address pressure ulcers was implemented, the same being contrary to the requirements of law.
18. That Petitioner's representative reviewed Respondent's records related to resident number eighty-four (84) during the survey and noted as follows:
 - a. Then resident was admitted to the facility with a primary diagnosis of Alzheimer's disease and also had the following, but not all inclusive, diagnoses: peripheral vascular disease (PVD); dysphagia; malnutrition; and edema.
 - b. The resident's quarterly minimum data set (MDS) assessment completed on August 17, 2016, reflected a brief interview mental score of three (3) which indicated the resident had severe cognitive impairment.
 - c. A verbal physician's order, dated October 17, 2016, at 14:54 PM, required that the resident's heels be floated while in bed.
 - d. The resident's treatment administration record (TAR) shows a treatment added on the TAR that stated "Float heels while in bed," with the document further reflecting the treatment checked off and delivered.

e. The resident's care plan provided:

1. The resident is at risk for alteration in skin integrity.
2. The planned intervention, dated December 12, 2013, directed employ methods to float heels where indicated.
3. Added on October 18, 2016, was related to customer has actual alteration in skin integrity with a care planned intervention for treatment as ordered

19. That Petitioner's representative observed resident number eighty-four (84) during the survey and noted as follows:

- a. November 15, 2016 at 3:24 p.m. – The resident was lying in bed, supine with head of bed slightly elevated. The resident's legs are flat against the bed. The resident's heels were not floated.
- b. November 15, 2016 at 3:45 p.m. --The resident was resting in bed with eyes closed. The resident's call light was within reach. The resident appeared in no distress. The resident's heels were flat against the bed.
- c. November 16, 2016 at 6:58 a.m. -- The resident was lying in bed with eyes closed. The resident was covered with a blanket at this time. The call light was within reach. The resident's heels were lying flat against the mattress.

20. That Petitioner's representative observed resident number eighty-four (84) on November 16, 2016, at 9:41 a.m. with Respondent's employee "A," a licensed practical; nurse, and noted as follows:

- a. The resident was lying in bed with eyes closed.

- b. Upon entering the room, the resident opened eyes and gave permission to look at the resident's feet.
 - c. Employee "A" confirmed that the resident's heels were not floated at this time.
 - d. Employee "A" asked the resident if it was okay to float the heels and the resident shook the head up and down indicating it was okay.
21. That Petitioner's representative interviewed Respondent's unit manager regarding resident number eighty-four (84) on November 15, 2016, at 3:23 p.m., and the manger indicated as follows:
- a. The resident is receiving skin prep to the heel as a treatment for the wound.
 - b. The current interventions for the resident was to float the heels while in bed.
22. That Petitioner's representative interviewed Respondent's employee "A," a licensed practical nurse, regarding resident number eighty-four (84) on November 16, 2016, at 9:27 a.m., and the nurse indicated as follows:
- a. The resident's pressure ulcer was discovered on October 17, 2016.
 - b. The wound presented as a 3.5 cm x 4.2 cm fluid filled blister.
 - c. The employee is unaware of the pressure ulcer draining, but responded that it did not open up.
 - d. The wound now has a dark area of skin and is hard.
 - e. The treatment for the wound has always been skin prep daily to the heel and floating the heels.
23. That Petitioner's representative interviewed Respondent's director of nursing and unit manager regarding resident number eighty-four (84) on November 16, 2016, at 12:42 p.m., who indicated as follows:
- a. When asked about the cause of the resident's pressure ulcer, the manager responded

that the resident has PVD and issues with edema and that the resident does not like to be turned either.

- b. When informed that on four (4) different observations that the resident was observed with the heels not floated while in bed and that the last one was confirmed by the assigned nurse, director responded that she would be speaking with that aide and getting it taken care of.

24. That above reflects Respondent's failure to ensure all physician orders shall be followed as prescribed, and if not followed, the reason shall be recorded on the resident's medical record during that shift, related to the failure to ensure the prescribed floating of a resident's feet to address pressure ulcers.

25. That the Agency determined that this deficient practice will result in no more than minimal physical, mental, or psychosocial discomfort to the resident or has the potential to compromise the resident's ability to maintain or reach his or her highest practical physical, mental, or psychosocial well-being, as defined by an accurate and comprehensive resident assessment, plan of care, and provision of services and cited Respondent for a patterned State Class III deficiency.

26. That the same constitutes an uncorrected deficiency as defined by law.

WHEREFORE, the Agency seeks to impose an administrative fine in the amount of one thousand dollars (\$1,000.00) against Respondent, a skilled nursing facility in the State of Florida, pursuant to §§ 400.23(8)(c) and 400.102, Florida Statutes (2016).

COUNT II


27. The Agency re-alleges and incorporates paragraphs Count I as if fully set forth herein.

28. Based upon Respondent's State Uncorrected Class III deficiency, it was not in substantial compliance at the time of the survey with criteria established under Part II of Florida Statute 400,

or the rules adopted by the Agency, a violation subjecting it to assignment of a conditional licensure status under § 400.23(7)(a), Florida Statutes (2016).

WHEREFORE, the Agency intends to assign a conditional licensure status to Respondent, a skilled nursing facility in the State of Florida, pursuant to § 400.23(7), Florida Statutes (2016) commencing November 17, 2016.

Respectfully submitted this 14 day of February, 2017.



Thomas J. Walsh II, Esquire
Fla. Bar. No. 566365
Agency for Health Care Admin.
525 Mirror Lake Drive, 330G
St. Petersburg, FL 33701
727.552.1947 (office)
walsht@ahca.myflorida.com

DISPLAY OF LICENSE

Pursuant to § 400.23(7)(e), Fla. Stat. (2014), Respondent shall post the most current license in a prominent place that is in clear and unobstructed public view, at or near, the place where residents are being admitted to the facility.


Respondent is notified that it has a right to request an administrative hearing pursuant to Section 120.569, Florida Statutes. Respondent has the right to retain, and be represented by an attorney in this matter. Specific options for administrative action are set out in the attached Election of Rights.

All requests for hearing shall be made to the attention of: *The Agency Clerk, Agency for Health Care Administration, 2727 Mahan Drive, Bldg. #3, MS #3, Tallahassee, Florida, 32308, (850) 412-3630.*

RESPONDENT IS FURTHER NOTIFIED THAT A REQUEST FOR HEARING MUST BE RECEIVED WITHIN 21 DAYS OF RECEIPT OF THIS COMPLAINT OR WILL RESULT IN AN ADMISSION OF THE FACTS ALLEGED IN THE COMPLAINT AND THE ENTRY OF A FINAL ORDER BY THE AGENCY.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by U.S. Mail, Delivery Confirmation No. 0310 3490 0002 4401 0241 to Theresa Marie Felicione, Administrator, Tierra Pines Canter LLC d/b/a Tierra Pines Center, 7380 Ulmerton Road, Largo, Florida 33771, this 19 day of February, 2017.



Thomas J. Walsh II, Esquire
Fla. Bar. No. 566365
Agency for Health Care Admin.
525 Mirror Lake Drive, 330G
St. Petersburg, FL 33701
727.552.1947 (office)
Walsht@ahca.myflorida.com

Copy furnished to:
Patricia R. Cauffman, FOM
Agency for Health Care Admin.

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

RE: **Tierra Pines Center LLC d/b/a Tierra Pines Center**

AHCA No: **2017000400**

AMENDED ELECTION OF RIGHTS

This Election of Rights form is attached to a proposed agency action by the Agency for Health Care Administration (AHCA). The title may be Notice of Intent to Impose a Late Fee, Notice of Intent to Impose a Late Fine or Administrative Complaint. Your Election of Rights may be returned by mail or by facsimile transmission, **but must be filed within 21 days** of the day that you receive the attached proposed agency action. **If your Election of Rights with your selected option is not received by AHCA within 21 days of the day that you received this proposed agency action, you will have waived your right to contest the proposed agency action and a Final Order will be issued.**

(Please use this form unless you, your attorney or your representative prefer to reply according to Chapter 120, Florida Statutes, and Chapter 28, Florida Administrative Code.)

Please return your **Election of Rights** to this address:

Agency for Health Care Administration
Attention: Agency Clerk
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308.
Telephone: 850-412-3630 Facsimile: 850-921-0158

PLEASE SELECT ONLY 1 OF THESE 3 OPTIONS

OPTION ONE (1) _____ I admit to the allegations of facts and law contained in the Notice of Intent to Impose a Late Fee, Notice of Intent to Impose a Late Fine, or Administrative Complaint and I waive my right to object and to have a hearing. I understand that by giving up my right to a hearing, a final order will be issued that adopts the proposed agency action and imposes the penalty, fine or action.

OPTION TWO (2) _____ I admit to the allegations of facts contained in the Notice of Intent to Impose a Late Fee, Notice of Intent to Impose a Late Fine, or Administrative Complaint, but I wish to be heard at an informal proceeding (pursuant to Section 120.57(2), Florida Statutes) where I may submit testimony and written evidence to the Agency to show that the proposed administrative action is too severe or that the fine should be reduced.

OPTION THREE (3) _____ I dispute the allegations of fact contained in the Notice of Intent to Impose a Late Fee, Notice of Intent to Impose a Late Fine, or Administrative Complaint, and I request a formal hearing (pursuant to Section 120.57(1), Florida Statutes) before an Administrative Law Judge appointed by the Division of Administrative Hearings.

PLEASE NOTE: Choosing **OPTION THREE (3)**, by itself, is **NOT** sufficient to obtain a

formal hearing. You also must file a written petition in order to obtain a formal hearing before the Division of Administrative Hearings under Section 120.57(1), Florida Statutes. It must be received by the Agency Clerk at the address above **within 21 days** of your receipt of this proposed agency action. The request for formal hearing must conform to the requirements of Rule 28-106.2015, Florida Administrative Code, which requires that it contain:

1. The name, address, telephone number, and facsimile number (if any) of the Respondent.
2. The name, address, telephone number and facsimile number of the attorney or qualified representative of the Respondent (if any) upon whom service of pleadings and other papers shall be made.
3. A statement requesting an administrative hearing identifying those material facts that are in dispute. If there are none, the petition must so indicate.
4. A statement of when the respondent received notice of the administrative complaint.
5. A statement including the file number to the administrative complaint.

Mediation under Section 120.573, Florida Statutes, may be available in this matter if the Agency agrees.

License Type: _____ (ALF? Nursing Home? Medical Equipment? Other Type?)

Licensee Name: _____ License Number: _____

Contact Person: _____ Title: _____

Address: _____
Number and Street City Zip Code

Telephone No. _____ Fax No. _____ E-Mail (optional) _____

I hereby certify that I am duly authorized to submit this Election of Rights to the Agency for Health Care Administration on behalf of the licensee referred to above.

Signed: _____ Date: _____

Print Name: _____ Title: _____

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

TIERRA PINES CENTER LLC d/b/a
TIERRA PINES CENTER,

Case Nos. 2017000400
License No. 15580961
File No. 55253

Respondent.

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Respondent, Tierra Pines Center LLC d/b/a Tierra Pines Center (hereinafter "Respondent"), pursuant to Section 120.57(4), Florida Statutes, each individually, a "party," collectively as "parties," hereby enter into this Settlement Agreement ("Agreement") and agree as follows:

WHEREAS, Respondent is a nursing home licensed pursuant to Chapters 400, Part II, and 408, Part II, Florida Statutes, Section 20.42, Florida Statutes and Chapter 59A-4, Florida Administrative Code; and

WHEREAS, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over Respondent, pursuant to Chapters 400, Part II, and 408, Part II, Florida Statutes; and

WHEREAS, the Agency served Respondent with an amended administrative complaint on or about February 16, 2017, notifying the Respondent of its intent to impose administrative

EXHIBIT 2

finis in the amount of one thousand dollars (\$1,000.00) and the imposition of conditional licensure; and

WHEREAS, the parties have negotiated and agreed that the best interest of all the parties will be served by a settlement of this proceeding; and

NOW THEREFORE, in consideration of the mutual promises and recitals herein, the parties intending to be legally bound, agree as follows:

1. All recitals herein are true and correct and are expressly incorporated herein.
2. Both parties agree that the "whereas" clauses incorporated herein are binding findings of the parties.
3. Upon full execution of this Agreement, Respondent agrees to waive any and all appeals and proceedings to which it may be entitled related to this state proceeding including, but not limited to, an informal proceeding under Subsection 120.57(2), Florida Statutes, a formal proceeding under Subsection 120.57(1), Florida Statutes, appeals under Section 120.68, Florida Statutes; and declaratory and all writs of relief in any court or quasi-court of competent jurisdiction; and agrees to waive compliance with the form of the Final Order (findings of fact and conclusions of law) to which it may be entitled, provided, however, that no agreement herein shall be deemed a waiver by either party of its right to judicial enforcement of this Agreement.
4. Upon full execution of this Agreement, Respondent agrees to pay one thousand dollars (\$1,000.00) in fines to the Agency within thirty (30) days of the entry of the Final Order. Count II of the Amended Administrative Complaint, seeking the imposition of conditional licensure, is deemed voluntarily dismissed.
5. Venue for any action brought to enforce the terms of this Agreement or the Final Order entered pursuant hereto shall lie in Circuit Court in Leon County, Florida.

6. By executing this Agreement, Respondent denies, and the Agency asserts the validity of the allegations raised in the administrative complaint referenced herein. No agreement made herein shall preclude the Agency from imposing a penalty against Respondent for any deficiency/violation of statute or rule identified in a future survey of Respondent, pursuant to the provisions of Chapters 400, Part II, 408, Part II, Florida Statutes, and Chapter 59A-4, Florida Administrative Code, including a "repeat" or "uncorrected" deficiency identified in the Survey. In said event, Respondent retains the right to challenge the factual allegations related to the deficient practices/ violations alleged in the instant cause.

7. No agreement made herein shall preclude the Agency from using the deficiencies from the surveys identified in the administrative complaint in any decision regarding licensure of Respondent, including, but not limited to, a demonstrated pattern of deficient performance. The Agency is not precluded from using the subject events for any purpose within the jurisdiction of the Agency. Further, Respondent acknowledges and agrees that this Agreement shall not preclude or estop any other federal, state, or local agency or office from pursuing any cause of action or taking any action, even if based on or arising from, in whole or in part, the facts raised in the Survey. This agreement does not prohibit the Agency from taking action regarding Respondent's Medicaid provider status, conditions, requirements or contract.

8. Upon full execution of this Agreement, the Agency shall enter a Final Order adopting and incorporating the terms of this Agreement and closing the above-styled case.

9. Each party shall bear its own costs and attorney's fees.

10. This Agreement shall become effective on the date upon which it is fully executed by all the parties.

11. Respondent for itself and for its related or resulting organizations, its successors or transferees, attorneys, heirs, and executors or administrators, does hereby discharge the State of Florida, Agency for Health Care Administration, and its agents, representatives, and attorneys of and from all claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, arising out of or in any way related to this matter and the Agency's actions, including, but not limited to, any claims that were or may be asserted in any federal or state court or administrative forum, including any claims arising out of this agreement, by or on behalf of Respondent or related facilities.

12. This Agreement is binding upon all parties herein and those identified in paragraph eleven (11) of this Agreement.

13. In the event that Respondent was a Medicaid provider at the subject time of the occurrences alleged in the complaint herein, this settlement does not prevent the Agency from seeking Medicaid overpayments related to the subject issues or from imposing any sanctions pursuant to Rule 59G-9.070, Florida Administrative Code.

14. Respondent agrees that if any funds to be paid under this agreement to the Agency are not paid within thirty-one (31) days of entry of the Final Order in this matter, the Agency may deduct the amounts assessed against Respondent in the Final Order, or any portion thereof, owed by Respondent to the Agency from any present or future funds owed to Respondent by the Agency, and that the Agency shall hold a lien against present and future funds owed to Respondent by the Agency for said amounts until paid.

15. The undersigned have read and understand this Agreement and have the authority to bind their respective principals to it.

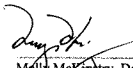
16. This Agreement contains and incorporates the entire understandings and agreements of the parties.

17. This Agreement supersedes any prior oral or written agreements between the parties.

18. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.

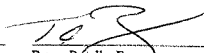
19. All parties agree that a facsimile signature suffices for an original signature.

The following representatives hereby acknowledge that they are duly authorized to enter into this Agreement.



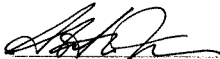
Molly McKinstry, Deputy Secretary
Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive, Building #1
Tallahassee, Florida 32308

DATED: 6/8/17



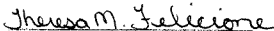
Bryan Rotella, Esq.
Tara A. Zimmerman, Esq.
Counsel for Respondent
10150 Highland Manor Drive
Suite 300
Tampa, Florida 33610

DATED: 5/22/17



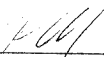
Stuart F. Williams, General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308
Florida Bar No. 670731

DATED: 5/31/17



Name: Theresa Felicione
Title: Administrator
Tierra Pines Center LLC d/b/a Tierra Pines
Center

DATED: 5/23/17


Thomas J. Walsh II, Senior Attorney
Office of the General Counsel
Agency for Health Care Administration
525 Mirror Lake Drive North, Suite 330G
St. Petersburg, Florida 33701
Florida Bar No. 566365

DATED: 5/29/17