

**STATE OF TENNESSEE
HEALTH FACILITIES COMMISSION**

In The Matter of:)	
)	
Brentwood Operations, LLC d/b/a)	
Harmony at Brentwood)	
Assisted Care Living Facility)	Case Nos. 2024033061
Lic. No. 460,)	2024037081
)	
Respondent.)	
)	
9045 Church Street East)	
Brentwood, Tennessee 37027)	

CONTINGENT CHANGE OF OWNERSHIP ORDER

This matter came to be heard before the Tennessee Health Facilities Commission (“Commission”), by and through the Office of Legal Services, and Brentwood Operations, LLC d/b/a Harmony at Brentwood (“Respondent”) that the Commission adopt this Contingent Change of Ownership Order, the terms of which have been agreed upon by the parties, as signified by their signatures below.

Respondent, by signature to this Contingent Change of Ownership Order, waives the right to a contested case hearing and any and all rights to judicial review of this matter.

Respondent agrees that presentation to and consideration of this Contingent Change of Ownership Order by the Commission for ratification and all matters divulged during that process shall not constitute unfair disclosure such that the Commission or any of its members shall be prejudiced to the extent that requires their disqualification from hearing this matter should the Contingent Change of Ownership Order not be ratified. Likewise, all matters, admissions, and statements disclosed or exchanged during the attempted ratification process shall not be used

against Respondent in any subsequent proceeding unless independently entered into evidence or introduced as admissions.

I. JURISDICTION

1. The Commission is empowered to license and regulate hospitals, recuperation centers, nursing homes, homes for the aged, residential HIV supportive living facilities, assisted-care living facilities, home care organizations, residential hospices, birthing centers, prescribed childcare centers, renal dialysis clinics, ambulatory surgical treatment centers, outpatient diagnostic centers, adult care homes, and traumatic brain injury residential homes. T.C.A. § 68-11-202(a)(1).
2. The Commission has the authority to conduct reviews of all facilities licensed under this part in order to determine compliance with fire and life safety code rules as promulgated by the Commission. T.C.A. § 68-11-202(b)(1)(A).
3. “Assisted-care living facility” (“ACLF”) means a facility, building, establishment, complex or distinct part thereof that accepts primarily aged persons for domiciliary care and services. T.C.A. § 68-11-201(4)(A) and Tenn. Comp. R. & Regs. 0720-26-.02(7).
4. “Primarily aged” means that a minimum of fifty-one percent (51%) of the population of the facility is at least sixty-two (62) years of age. Tenn. Comp. R. & Regs. 0720-26-.02(34).
5. An assisted-care living facility shall provide on site to its residents room and board and non-medical living assistance services appropriate to each resident’s needs, such as assistance with bathing, dressing, grooming, preparation of meals and other activities of daily living. T.C.A. § 68-11-201(4)(B) and Tenn. Comp. R. & Regs. 0720-26-.02(2).
6. Any person, partnership, association, corporation, any state, county or local governmental unit, or any division, department, board or agency of the governmental unit, in order to

lawfully establish, conduct, operate or maintain a hospital, recuperation center, nursing home, home for the aged, residential HIV supportive living facility, assisted-care living facility, home care organization, residential hospice, birthing center, prescribed child care center, renal dialysis clinic, outpatient diagnostic center, ambulatory surgical treatment center, adult care home or traumatic brain injury residential homes in this state, shall obtain a license from the commission, upon the approval and recommendation of the Commission in the following manner:

(1) The applicant shall submit an application on a form to be prepared by the commission with the approval of the Commission, showing that the applicant is of **reputable and responsible character and able to comply with the minimum standards** for a facility and with rules and regulations lawfully promulgated under this part. The application shall contain the following additional information:

(A) The name or names of the applicant or applicants;

(B) The type of institution to be operated;

(C) The location of the institution;

(D) The name of the person or persons to be in charge of the institution or, for adult care home applicants, the name of the resident manager, if applicable;

(E) A certification that the applicant has implemented a policy of informing its employees of their obligations under § 71-6-103 to report incidents of abuse or neglect;

(F) If an application for a nursing home license, a list of all nursing homes that the applicant, or any person or entity holding a majority legal or equitable interest in the applicant, owns or operates and, if the applicant has not operated a nursing home in this state for a continuous period of twenty-four (24) months preceding the application, the information specified in § 68-11-804(c)(1) for each such nursing home located outside this state; and

(G) Such other information as the commission, with the approval of the Commission, may require.

T.C.A. § 68-11-206(a)(1).

7. The Commission shall conduct on-site inspections and investigations as may be necessary to safeguard, and ensure at all times, the public's health, safety, and welfare. T.C.A. § 68-11-210(c).
8. Upon a finding by the Commission that an ACLF has violated any provision of Tenn. Code Ann. §§ 68-11- 201, et seq., or the rules promulgated pursuant thereto, action may be taken, upon proper notice to the licensee, to impose a civil penalty, deny, suspend, or revoke its license. T.C.A. § 68-11-207.

II. STIPULATIONS OF FACT

9. Respondent was initially licensed by the Commission as an Assisted Care Living Facility, on August 12, 2019. The license has a current expiration date of August 11, 2025.

SURVEY 1

10. On or about September 6, 2024, a survey of the facility was completed, resulting in deficiencies being cited for failure to provide safety to resident(s) in the facility, failure to provide appropriate meals to residents, failure to maintain and properly store a forty-eight (48) hour food supply at all times, failure to maintain a clean and sanitary kitchen, and failure to maintain complete medical records for residents.
11. From January 2024, through August 2024, Resident #1 (as identified in SURVEY 1) sustained seventeen (17) falls, several of which caused injuries of varying severity. The facility failed to implement appropriate interventions to prevent harm to the resident.
12. Between May 17, 2024, and August 20, 2024, the facility failed to document temperatures for the high temperature dishwasher, the refrigerator, or the freezer.

13. On or about August 21, 2024, the following deficiencies were identified:
- a. Three (3) residents were using medically necessary oxygen in their rooms without having required signage on their room doors.
 - b. The facility's high temperature dishwasher and refrigerator were not operating at acceptable temperatures.
 - c. Several food items were stored in facility refrigerators opened/uncovered, without appropriate labeling, and/or without dates.
 - d. Kitchen staff were not wearing hair nets and did not have access to any hairnets in the kitchen area.
14. Between December 30, 2020, when Resident #80 (as identified in SURVEY 1) was admitted to the facility, and July 9, 2024, when the resident was discharged from the facility, the resident's medical record contained no updated diagnoses, no physician orders, no documented discharge date, and the only Service Plan maintained in the resident's file was not signed by the resident, a responsible party, or the appropriate facility staff.

SURVEY 2

15. On or about October 10, 2024, a revisit survey of the facility was completed resulting in deficiencies being re-cited for failure to provide safety to residents, failure to provide appropriate meals to residents, failure to maintain and properly store a forty-eight (48) hour food supply at all times, and failure to maintain a clean and sanitary kitchen.
16. On or about September 27, 2024, the facility conducted a quality assurance meeting in accordance with the Plan of Correction ("POC") submitted to the Commission by the facility in response to SURVEY 1. The minutes of that meeting revealed that the POC was not addressed and fall prevention was not addressed. In violation of the facility's POC,

neither the facility's Health Care Director, nor the Memory Care Director, were educated on the policies and regulations related to incident and fall documentation and monitoring.

17. On or about October 7, 2024, the following deficiencies were identified:
- a. The facility's walk-in cooler did not have a thermometer to monitor temperatures and there was no temperature log for the cooler.
 - b. The facility's ice cream freezer did not have a thermometer to monitor temperatures and there was no temperature log for the freezer.
 - c. Several food items were stored in facility refrigerators opened/uncovered, without appropriate labeling, and/or without dates.
 - d. Kitchen staff were not wearing hairnets.

III. GROUNDS FOR CONDITIONS

The facts in the Stipulations of Fact section are sufficient to establish that Respondent has violated the following statutes and/or rules, for which disciplinary action by the Commission is authorized.

18. The facts stated in paragraphs eleven (11), thirteen (13), and sixteen (16) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.07(7)(a)(2), the relevant portion of which provides:

(a) Each ACLF shall provide each resident with at least the following personal services.

2. Safety when in the ACLF

19. The facts stated in paragraphs twelve (12), thirteen (13), and seventeen (17) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.07(7)(c)(4)(i), the relevant portion of which provides:

(4) An ACLF shall:

...

- (i) Provide at least three (3) meals constituting an acceptable and/or prescribed diet per day. There shall be no more than fourteen (14) hours between the evening and morning meals. All food served to the residents shall be of good quality and variety, sufficient quantity, attractive and at safe temperatures. Prepared foods shall be kept hot (140°F. or above) or cold (41°F. or less) as appropriate.
20. The facts stated in paragraphs thirteen (13) and seventeen (17) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.07(7)(c)(4)(iii), the relevant portion of which provides:

(4) An ACLF shall:

- (ii) Maintain and properly store a forty-eight (48) hour food supply at all times.
21. The facts stated in paragraphs thirteen (13) and seventeen (17) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.07(7)(c)(5), the relevant portion of which provides:

(5) An ACLF shall maintain a clean and sanitary kitchen.

22. The facts stated in paragraph fourteen (14) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.12(1), the relevant portion of which provides:

(1) An ACLF shall develop and maintain an organized record for each resident and ensure that all entries shall be written legibly in ink, typed, or kept electronically, and signed, and dated.

IV. REPRESENTATIONS OF RESPONDENT

23. Respondent understands and admits the allegations, charges, and stipulations in this Order.
24. Respondent understands the rights found in the Code, Rules, and the Uniform Administrative Procedures Act, TENN. CODE ANN. §§ 4-5-101 thru 4-5-404, including the right to a hearing, the right to appear personally and by legal counsel, the right to

confront and to cross-examine witnesses who would testify against Respondent, the right to testify and to present evidence on Respondent's own behalf, as well as to the issuance of subpoenas to compel the attendance of witnesses and the production of documents, as well as the right to appeal for judicial review. Respondent voluntarily waives these rights in order to avoid further administrative action.

25. Respondent agrees that presentation of this Order to the Commission and the Commission's consideration of it and all matters divulged during that process shall not constitute unfair disclosure such that the Commission or any of its members become prejudiced requiring their disqualification from hearing this matter should this Order not be ratified. All matters, admissions, and statements disclosed during the attempted ratification process shall not be used against the Respondent in any subsequent proceeding unless independently entered into evidence or introduced as admissions.
26. Respondent agrees that facsimile/PDF copies of this Order, including facsimile/PDF signatures thereto, shall have the same force and effect as originals.
27. Respondent also agrees that the Commission may issue this Order without further process. If the Commission rejects this Order for any reason, it will be of no force or effect for either party.
28. Respondent agrees that the facility has not received any threats or promises of any kind by the State or any agent or representative thereof, except such as is detailed herein.
29. Respondent, by signature to this Contingent Change of Ownership Order, waives the right to a contested case hearing and any and all rights to judicial review of this matter.

V. ORDER

NOW THEREFORE, Respondent, for the purpose of avoiding further administrative action with respect to this cause, agrees to the following terms:

30. The Change of Ownership Application for license number 460 to operate as an Assisted Care Living Facility in the State of Tennessee is hereby **GRANTED subject to the contingencies outlined in this section.**
31. Failure to comply with each contingency listed in Section V, **within thirty (30) days of the effective date of this order, will result in DENIAL** of the facility's Change of Ownership (CHOW) application.

CIVIL MONETARY PENALTIES FOR SURVEY 1

32. Respondent is hereby assessed and shall pay a Civil Monetary Penalty ("CMP") in the amount of **one thousand, five-hundred dollars (\$1,500.00)** for the violations identified in paragraph eighteen (18), above.
33. Respondent is hereby assessed and shall pay a Civil Monetary Penalty ("CMP") in the amount of **seven hundred and fifty dollars (\$750.00)** for the violations identified in paragraph nineteen (19), above.
34. Respondent is hereby assessed and shall pay a Civil Monetary Penalty ("CMP") in the amount of **seven hundred and fifty dollars (\$750.00)** for the violations identified in paragraph twenty (20), above.
35. Respondent is hereby assessed and shall pay a Civil Monetary Penalty ("CMP") in the amount of **seven hundred and fifty dollars (\$750.00)** for the violations identified in paragraph twenty-one (21), above.

36. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **seven hundred and fifty dollars (\$750.00)** for the violations identified in paragraph twenty-two (22) above.

CIVIL MONETARY PENALTIES FOR SURVEY 2

37. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **one-thousand dollars (\$1,000.00)** for the violations identified in paragraph eighteen (18), above.

38. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **seven hundred and fifty dollars (\$750.00)** for the violations identified in paragraph nineteen (19), above.

39. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **seven hundred and fifty dollars (\$750.00)** for the violations identified in paragraph twenty (20), above.

40. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **seven hundred and fifty dollars (\$750.00)** for the violations identified in paragraph twenty-one (21), above.

41. The total amount of all Civil Monetary Penalties imposed is **seven-thousand, seven-hundred and fifty dollars (\$7,750.00)**.

42. Respondent must pay any outstanding Civil Monetary Penalties within **thirty (30) days of ratification of this Order**. Payment shall be submitted to the following address:

Tennessee Health Facilities Commission
Attention: Licensure and Regulation
665 Mainstream Drive, Second Floor
Nashville, Tennessee 37243

43. Respondent shall be placed on **probation** for a period not to exceed **six (6) months** from the effective date of this Order.
- a. During the probationary period, the facility **shall submit monthly reports to the Commission's West Tennessee Regional Office, on or before the 15th of each month**, with current information regarding the facility's Quality Assurance and Performance Improvement ("QAPI") efforts.
 - b. If specifically requested by the Commission during the probationary period, Respondent shall appear in person at a regularly scheduled Commission meeting to discuss any issues of noncompliance.
 - c. Pursuant to T.C.A. § 68-11-207(e)(6), the Commission is authorized at any time during the probation to remove the probational status of the facility's license, based on information presented to it showing that the conditions identified by the Commission have been corrected and are reasonably likely to remain corrected.
 - d. The facility shall request an Order of Compliance from Commission staff at the end of its probationary period. **If the facility is in compliance at that time, the Order of Compliance will be prepared by Commission staff and presented at the next regularly scheduled Commission meeting.** The Commission shall make the final determination of whether to terminate the facility's probation.
44. Each condition of this Order is a separate and distinct condition. If any condition of this Order, or any application thereof, is declared unenforceable in whole, in part, or to any extent, the remainder of this Order, and all other applications thereof, shall not be affected. Each condition of this Order shall separately be valid and enforceable to the fullest extent permitted by law.

45. The effective date of the CHOW shall be the date that all outstanding monies are paid, but no later than thirty (30) days after the effective date of this order.

APPROVED FOR ENTRY:



Brentwood Operations, LLC d/b/a
Harmony at Brentwood
ACLF Lic. No. 460
Authorized Representative
Respondent


Printed Name of Authorized Representative


Title of Authorized Representative



Vishan J. Ramcharan (BPR # 034403)
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Approval by the Commission

Upon the agreement of the parties, this **CONTINGENT CHANGE OF OWNERSHIP ORDER** is approved as a **FINAL ORDER** by a majority of a quorum of the Tennessee Health Facilities Commission at a public meeting of the Commission and signed this 22nd day of October, 2025.

ACCORDINGLY, IT IS ORDERED that the agreement of the parties does hereby become the Final Order of the Commission.




Chairperson
Health Facilities Commission

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of this document has been served upon the Respondent, Brentwood Operations, LLC d/b/a Harmony at Brentwood, 9045 Church Street East Brentwood, Tennessee 37027, by delivering same in the United States regular mail and United States certified mail, number **7020 0640 0001 4807 7365**, return receipt requested, with sufficient postage thereon to reach its destination. Copies were sent via electronic mail to:

DMcDonough@wessexcapital.com and greg.gavlis@agg.com

This 22 day of October, 2025.



Vishan J. Ramcharan
Associate General Counsel