STATE OF TENNESSEE
BEFORE THE HEALTH FACILITIES COMMISSION

In The Matter of:	)	
	)	
103 Arcaro Operations, LLC d/b/a The Rivers at Maryland Farms, f/k/a Brighton Gardens of Brentwood, Assisted Care Living Facility, License No. 103,	)	**Case Nos. 2023036271, 2024029791, 2025001341, 2025017801, 2025023711, 2025033771, 2025041121, 2025047801, 2025051791, 2026007091, 2026012891**
Respondent.	)	
	)	
Brentwood, Tennessee	)	

CONTINGENT CHANGE OF OWNERSHIP ORDER

This matter came to be heard before the Tennessee Health Facilities Commission ("Commission" or "Health Facilities Commission"), by and through the Office of Legal Services, and 103 Arcaro Operations, LLC doing business as The Rivers at Maryland Farms ("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 (this "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 onsite 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:
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> > (A) The name or names of the applicant or applicants;
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> > (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. At all times pertinent hereto, Respondent, 103 Arcaro Operations, LLC doing business as The Rivers at Maryland Farms, 103 Arcaro Place Brentwood, Tennessee 37027, was licensed by the Commission as an ACLF, having been granted license number 103 on November 9, 1998, which currently has an expiration date of May 12, 2027 ("Facility").

10. Effective September 1, 2023, the Commission approved and ratified a change of ownership application, changing the licensee of the Facility from Prime Care One, LLC to 103 Arcaro Operations, LLC doing business as The Rivers at Maryland Farms. Prior to that date the Facility was formerly known as Brighton Gardens of Brentwood.

11. Effective May 1, 2026, the management of the Facility was changed to Greenbrier Senior Living ("Greenbrier").

12. There is a pending change of ownership application to effect the change of the licensee from 103 Arcaro Operations, LLC to OpCo (TN) Brentwood – 103 Arcaro Place, LLC (the "Applicant").

13. On or about October 6, 2023, a survey of the Facility was completed resulting in violations being cited for failure to properly administer resident medications, failure to properly dispose of resident medications, and failure to provide safety to residents.

14. On or about August 28, 2024, a survey of the Facility was completed resulting in violations being cited for failure to conduct required fire drills during sleeping hours, failure to conduct required fire drills during all shifts, failure to maintain an appropriate evacuation plan, and failure to evacuate all residents within the required timeframe.

15. On or about December 18, 2024, a survey of the Facility was completed resulting in violations being cited for failure to provide safety while in the ACLF, failure to maintain daily awareness of resident whereabouts, failure to maintain proper resident medical records, and failure to properly revise/review resident plans of care.

16. On or about April 9, 2025, a survey of the Facility was completed resulting in violations being cited for failure to provide safety while in the ACLF and failure to properly revise/review resident plans of care.

17. On or about May 28, 2025, a survey of the Facility was completed resulting in violations being cited for failure to provide documented plans and procedures for the evacuation of all residents, failure to ensure all admitted residents could evacuate within thirteen (13) minutes, failure to adopt a written fire control plan, failure to perform required quarterly fire drills during all shifts and during sleeping hours.

18. On or about July 7, 2025, a survey of the Facility was completed resulting in violations being cited for failure to provide safety to residents, failure to have daily awareness of resident whereabouts, failure to maintain a clean and sanitary kitchen, failure to provide documented plans and procedures for the evacuation of all residents, failure to ensure all

admitted residents could evacuate within thirteen (13) minutes, failure to adopt a written fire control plan, failure to perform required quarterly fire drills during all shifts and during sleeping hours.

19. On or about September 5, 2025, a survey of the Facility was completed resulting in violations being cited for failure to provide documented plans and procedures for the evacuation of all residents, failure to ensure all admitted residents could evacuate within thirteen (13) minutes, and failure to adopt a written fire control plan.

20. On or about October 28, 2025, a survey of the Facility was completed resulting in violations being cited for failure to maintain a clean and sanitary kitchen, failure to provide safety to residents, and failure to properly review/revise resident plans of care.

21. On or about November 21, 2025, a survey of the Facility was completed resulting in violations being cited for failure to provide documented plans and procedures for the evacuation of all residents and failure to adopt a written fire control plan.

22. On or about January 8, 2026, a survey of the Facility was completed resulting in deficiencies being cited for failure to ensure all resident medications were administered in accordance with resident plans of care, failure to ensure resident medications were stored in a locked or closed container, failure to provide safety to residents, failure to maintain a clean and sanitary kitchen, and failure to properly review/revise resident plans of care.

23. On or about February 25, 2026, a survey of the Facility was completed resulting in deficiencies being cited for failure to provide safety to residents, failure to maintain daily awareness of resident whereabouts, and failure to properly review/revise resident plans of care.

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.

24. The facts in paragraphs fourteen (14), twenty-three (23) are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.07(5)(b), the relevant portion of which reads as follows:

> (5) Resident medication. An ACLF shall:
>
> > (b) Ensure that all drugs and biologicals shall be administered by a licensed or certified health care professional operating within the scope of the professional license or certification and according to the resident's plan of care.

25. The facts in paragraph fourteen (14) are sufficient to constitute a violation of Tenn. Comp. R. and Reg.0720-26-.07(6)(g), the relevant portion of which reads as follows:

> (6) An ACLF shall dispose of medications as follows:
>
> > (g) The ACLF's medication disposal policy shall also address the disposal of scheduled drugs, non-scheduled drugs, and devices that are misbranded, expired, deteriorated, not kept under proper conditions, and kept in containers with illegible or missing labels.

26. The facts in paragraphs fourteen (14), sixteen (16), seventeen (17), nineteen (19), twenty-one (21), twenty-three (23), twenty-four (24), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.07(7)(a)(2), the relevant portion of which reads as follows:

> (a) Each ACLF shall provide each resident with at least the following personal services:
>
> > (2) Safety when in the ACLF.

27. The facts in paragraphs sixteen (16), nineteen (19), and twenty-four (24), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.07(7)(a)(3), the relevant portion of which reads as follows:

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

(3) Daily awareness of the individual's whereabouts.

28. The facts in paragraph sixteen (16), are sufficient to constitute a violation of Tenn. Comp. R. and Reg.0720-26-.12(3)(i), the relevant portion of which reads as follows:

(3) Medical record. An ACLF shall ensure that its employees develop and maintain a medical record for each resident who requires health care services at the ACLF regardless of whether such services are rendered by the ACLF or by arrangement with an outside source, which shall include at a minimum:

i. Time and circumstances of discharge or transfer, including condition at discharge or transfer, or death.

29. The facts in paragraphs sixteen (16), seventeen (17), twenty-one (21), twenty-three (23), and twenty-four (24), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.12(5)(a), the relevant portion of which reads as follows:

(a) An ACLF shall develop a plan of care for each resident admitted to the ACLF with input and participation from the resident or the resident's legal representative, treating physician, or other licensed health care professionals or entity delivering patient services within five (5) days of admission. The plan of care shall be reviewed and/or revised as changes in resident needs occur, but not less than semi-annually by the above-appropriate individuals.

30. The facts in paragraphs nineteen (19), twenty-one (21) and twenty-three (23), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.07(7)(c)(5), the relevant portion of which reads as follows:

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

31. The facts in paragraphs fifteen (15), eighteen (18), nineteen (19), twenty (20), and twenty-two (22), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.08(7), the relevant portion of which reads as follows:

(7) An ACLF shall have documented plans and procedures to show evacuation of all residents.

32. The facts in paragraphs fifteen (15), eighteen (18), and twenty (20), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.08(8), the relevant portion of which reads as follows:

> (8) An ACLF may not retain a resident who cannot evacuate within thirteen (13) minutes unless the ACLF complies with Chapter 19 of the 2006 edition of the NFPA Life Safety Code, and the Institutional Unrestrained Occupancy of the 2006 edition of the International Building Code.

33. The facts in paragraphs fifteen (15), eighteen (18), and nineteen (19), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.10(3)(a), the relevant portion of which reads as follows:

> (a) Fire drills shall be held for each ACLF work shift in each separate ACLF building at least quarterly.

34. The facts in paragraphs fifteen (15), eighteen (18), and nineteen (19), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.10(3)(b), the relevant portion of which reads as follows:

> (b) There shall be one (1) fire drill per quarter during sleeping hours.

35. The facts in paragraphs eighteen (18), nineteen (19), twenty (20), and twenty-two (22), are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.10(2)(c), the relevant portion of which reads as follows:

> (2) An ACLF shall ensure fire protection for residents by doing at least the following:
> . . .
> (c) Adopt a written fire control plan.

36. The facts in paragraph twenty-three (23) are sufficient to constitute violations of Tenn. Comp. R. and Reg.0720-26-.07(5)(d), the relevant portion of which reads as follows:

> (5) Resident medication. An ACLF shall:
> . . .
> (d) Store all medications via a locked or closed container and/or room which includes, but is not limited to, some type of box, piece of furniture, an individual

resident room, and/or a designated room within the facility which maintains resident medication out of sight of other residents.

IV. REPRESENTATIONS OF RESPONDENT

37. Respondent understands the allegations, charges, and stipulations in this Order. By executing this Order, Respondent does not concede to, admit, or adopt, and expressly denies any and all allegations made by the Health Facilities Commission concerning the findings of non-compliance. This Order contains a compromise of claims asserted by the HFC and execution of this Order does not constitute any acknowledgment or admission of liability by Respondent.

38. The Facility underwent a change in manager effective May 1, 2026. Respondent believes this change will expedite remediation of the outstanding deficiencies and seeks to enter into this Order to support the Change of Ownership Application for license number 103.

39. 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.

40. 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.

41. Respondent agrees that facsimile/PDF copies of this Order, including facsimile/PDF signatures thereto, shall have the same force and effect as originals.

42. 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.

43. 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.

44. 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:

45. The Change of Ownership Application for license number 103 to operate as an Assisted-Care Living Facility in the State of Tennessee is hereby **GRANTED subject to the contingencies outlined in this section.**

a. Within ten (10) days of the ratification of the Commission's Order, the Respondent shall submit to the Commission for approval an acceptable Plan of Correction for any outstanding deficiencies that have been cited against the Facility.

b. As part of its corrective actions that began upon transition of Facility management to Greenbrier on May 1, 2026, which included security and environmental safety

assessments and resulted in the implementation of the Sage door alert system, redevelopment of corrective actions plans following review of previously cited deficiencies and established standardized compliance oversight and quality assurance processes, and implementation of a fall mitigation process, Respondent must do each of the following:

i. Continue enhanced resident supervision measures and additional staffing support initiated upon management change while resident needs, transitions, and operational stability are evaluated.

ii. Continued implementation of approved capital and infrastructure improvements, including electronic access control enhancements, HVAC replacement, cooling tower replacement, and other facility improvement projects, subject to delays occasioned by parts or equipment shortages, contractor availability and the like.

iii. Continued evaluation of operational workflows, pharmacy services, documentation processes, technology enhancements, and vendor-supported programs to support regulatory compliance and resident safety.

iv. Transitioning pharmacy services from a mail-order pharmacy model to a local pharmacy provider to support more timely courier delivery of medications, improved medication availability, and enhanced operational support for medication management.

v. Continuing to evaluate the effectiveness of programs implemented by prior management.

vi. Continuing to evaluate staffing structure, leadership roles, and clinical oversight needs. Greenbrier has replaced the Director of Health and Wellness with the new Director who began on July 20, 2026, A Memory Care Nurse also was hired and transitioned into the role on July 20, 2026.

vii. Regional support continues weekly and will be adjusted as needed based on the Facility's operational, clinical, and regulatory needs,

46. The Commission hereby authorizes Commission staff to issue Applicant's wall license subject to the agreement of the Respondent to the conditions set forth in this Order within thirty (30) days of the ratification of this Order by the Commission Board. Should the conditions of paragraph 46 not be satisfied during the duration of the Facility's probation, the Commission is authorized to take disciplinary action against the license as permitted by law.

47. Respondent voluntarily agrees to allow the appointment of a temporary manager ("TM"), provided for as follows:

a. The Executive Director would appoint and engage a TM in consultation with the Respondent; however, the Health Facilities Commission through the Executive Director and HFC Staff would have the final decision regarding selection of the entity to be TM.

b. The TM would work in conjunction with the existing manager, Greenbrier, for up to 12 months with the shared goal of bringing the Facility back into full compliance and improving the culture at the Facility.

c. Greenbrier would remain in place as manager of record; the intent would be not to "displace" Greenbrier (as the manager) with the TM.

d. Other than and subject to decisions made by the TM on an individual basis to terminate/hire certain employees, all existing employees in the Facility would remain employed by and report to Greenbrier management (rather than full-scale replacement of all staff) and Greenbrier management will report to TM.

e. For the avoidance of resident disruption, all existing resident agreements would remain in place, again subject to decisions on the continued stay and/or discharge of individual residents based on assessments.

f. The TM would have final decision-making authority on operational matters, to be exercised in consultation with Greenbrier.

g. To ensure the expectations of the Commission, TM, Greenbrier and Respondent are aligned during the period a temporary manager is in place, the parties would execute a brief three-party memorandum of understanding, outlining the scope of the TM's role and the working relationship with Greenbrier.

h. The TM would agree to work expeditiously to assist in the correction of any deficient conditions in the Facility, and the period of temporary management shall last no longer than is necessary to correct the conditions in the Facility.

48. In lieu of civil monetary penalties, Respondent shall be liable for the costs of the TM appointed as outlined in paragraph 48, until the TM has reasonably determined that the deficiencies have been corrected.

49. Respondent shall be placed on **probation** for a period not to exceed six (6) months from the effective date of this Order.

a. If specifically requested by the Commission during the probationary period, a representative of Respondent shall appear in person at a regularly scheduled Commission meeting to discuss any issues of noncompliance.

b. Pursuant to T.C.A. § 68-11-207(e)(6), the Commission is authorized at any time during the probation to remove the probationary 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. The request to lift probation must be heard at a regularly scheduled meeting of the Commission. At that time, the Facility may also make a request to the Commission to remove the imposition of the TM. If the facility can prove compliance with all terms of this Order, the Commission's consideration of the request to remove the imposition of the TM shall not be unreasonably withheld or delayed.

c. The Facility shall request an Order of Compliance from the 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.

d. If the outstanding deficiencies cited against the Facility remain outstanding at the end of the probationary period, the Commission may reasonably extend the period of probation.

50. The Commission agrees to resurvey the Facility for correction of the underlying conditions and that the Facility or licensee complies with the conditions for the probation

to be lifted as set forth in the commissioner's order as provided by T.C.A. § 68-11-252(k), unless otherwise waived by Respondent.

51. 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.

[THIS SECTION INTENTIONALLY LEFT BLANK]

APPROVED FOR ENTRY:

Harry Gabriel, Jr. (Treasurer)
103 Arcaro Operations, LLC doing business as The Rivers at Maryland Farms
License No. 103
Respondent

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

Upon the agreement of the parties and the record as a whole, this **CONTINGENT CHANGE OF OWNERSHIP ORDER** was approved as a **FINAL ORDER** by a majority of a quorum of the Health Facilities Commission at a public meeting of the Commission and signed this 26th day of August, 2026.

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

Richard G. Chinn, Jr.
Digitally signed by Richard G. Chinn, Jr.
Date: 2026.08.26 17:34:09 -04'00'

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, 103 Arcaro Operations, LLC d/b/a The Rivers at Maryland Farms, f/k/a Brighton Gardens of Brentwood, c/o Bradley Arant Boult Cummings, LLP, Christopher C. Puri, Esquire, 1221 Broadway, Suite 2400, Nashville, Tennessee 37203. A copy was sent via electronic mail to: stacym@riversalf.com and cpuri@bradley.com.

This 26th day of August, 2026.

Vishan J. Ramcharan
Senior Associate General Counsel