

**STATE OF TENNESSEE
HEALTH FACILITIES COMMISSION**

In The Matter of:)	
)	
The Harpeth at Harmony Hills,)	
Assisted Care Living Facility,)	
License No. 509,)	Case No. 2025006771
)	
Respondent.)	
)	
Franklin, Tennessee)	

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 The Harpeth at Harmony Hills (“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. At all times pertinent hereto, Respondent, The Harpeth at Harmony Hills, 1020 Harmony Hills Drive Franklin, Tennessee 37067, was licensed by the Commission as an Assisted Care Living Facility, having been granted license number 509 on June 29, 2021, which currently has an expiration date of June 28, 2026. At all times noted in the violations in this order, the Facility license was held by S & E Partners, LLC.
10. On or about January 28, 2025, a survey of the facility was completed resulting in deficiencies being cited for failure to properly administer medications, failure to provide safety to residents, failure to maintain daily knowledge of resident whereabouts, failure to properly develop/maintain resident medical records, and failure to properly review/revise resident plans of care.
11. From April 2024 through December 2024, Residents #2, 3, 4, 5, 6, 8, 9, 12, 13 and 17 all missed at least one dose of prescribed medication without any appropriate documented explanation. Several of the residents missed multiple doses.
12. From April 2024 through December 2024, Residents #2, 6, 7, 8, 9, 10, 12, 13 and 17 all suffered falls, elopements, and/or incidents of alleged abuse. The plans of care for these

residents were not appropriately reviewed/ revised to reflect these patient safety issues or to put interventions in place to prevent further safety issues.

13. On or about April 17, 2024, Resident #3 was admitted to the hospital. The facility did not document the time, circumstances, or the resident's condition when she was transferred to the hospital. On or about May 31, 2024, Resident #3 was discharged from the facility. The facility did not document the time, circumstances, or the resident when she was discharged from the facility.
14. As of the effective date of this order, the Health Facilities Commission has determined that all prior cited deficiencies at the facility have been corrected, and the facility is now in substantial compliance with all licensure requirements.

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.

15. The facts stated in paragraph eleven (11) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.07(5)(b), the relevant portion of which provides:

(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.

16. The facts stated in paragraph twelve (12) 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

17. The facts stated in paragraph twelve (12) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.07(7)(a)(3), the relevant portion of which provides:

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

...

3. Daily awareness of the individual's whereabouts.

18. The facts stated in paragraph thirteen (13) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.12(3)(i), the relevant portion of which provides:

(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.

19. The facts stated in paragraph twelve (12) are sufficient to establish that Respondent has violated the provisions of Tenn. Comp. R. and Reg. 0720-26-.12(5)(a), the relevant portion of which provides:

(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.

IV. REPRESENTATIONS OF RESPONDENT

20. Respondent understands and admits the allegations, charges, and stipulations in this Order. By entering in the Agreement, 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 Agreement contains a compromise of claims asserted by the HFC and execution of this Agreement does not constitute any acknowledgment or admission of liability by either S & E Partners, LLC nor Silverado Franklin LLC.
21. 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.
22. 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.

23. Respondent agrees that facsimile/PDF copies of this Order, including facsimile/PDF signatures thereto, shall have the same force and effect as originals.
24. 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.
25. 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.
26. 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.
27. The approval of the Change of Ownership application will transfer the license rights to the new licensee and operator, Silverado Franklin LLC.

V. ORDER

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

28. The Change of Ownership Application for License No. 509 to operate as an Assisted Care Living Facility in the State of Tennessee is hereby **GRANTED subject to the conditions outlined in this section.**
29. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **three thousand dollars (\$3,000.00)** for the violation(s) identified in paragraph fifteen (15), above.
30. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **three thousand dollars (\$3,000.00)** for the violation(s) identified in paragraph sixteen (16), above.

31. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **three thousand dollars (\$3,000.00)** for the violation(s) identified in paragraph seventeen (17), above.
32. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **five-hundred dollars (\$500.00)** for the violation(s) identified in paragraph eighteen (18), above.
33. Respondent is hereby assessed and shall pay a Civil Monetary Penalty (“CMP”) in the amount of **three thousand dollars (\$3,000.00)** for the violation(s) identified in paragraph nineteen (19) above.
34. **The total amount of all Civil Monetary Penalties imposed is twelve thousand, five-hundred dollars (\$12,500.00).**
35. 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: Disciplinary Coordinator
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243**
36. 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.

APPROVED FOR ENTRY:



Sandra Eatherl Cantrell (Mar 26, 2026 13:55:09 CDT)

Signature of Authorized Representative
The Harpeth at Harmony Hills
License No. 509
Respondent

Sandra Eatherl Cantrell

Printed Name of Authorized Representative

President

Title of Authorized Representative

Vishan J. Ramcharan (BPR # 034403)
Senior Associate General Counsel
Health Facilities Commission
Office of Legal Services
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243
Office: (615) 741-2364
Fax: (615) 741-9884
Email: vishan.j.ramcharan@tn.gov

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 _____ day of _____, 202____.

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, The Harpeth at Harmony Hills, c/o Administrator, Lisa Thompson, 1020 Harmony Hills Drive Franklin, Tennessee 37067, and The Harpeth at Harmony Hills, c/o Registered Agent, S and E Partners, LLC, 1720 West End Avenue, Suite 600, Nashville, Tennessee 37203 by delivering same in the United States regular mail and United States certified mail, numbers **7020 0640 0001 4807 2902** and **7020 0640 0001 4807 2896**, return receipts requested, with sufficient postage thereon to reach its destination. A copy was sent via electronic mail to: lthompson@hcmpllc.com and cpuri@bradley.com.

This _____ day of _____, 2026.

Vishan J. Ramcharan
Senior Associate General Counsel






Conditional CHOW (003)

Final Audit Report

2026-03-26

Created:	2026-03-26
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-  Document e-signed by Sandra Eatherl Cantrell (sgcantrell@gmail.com)
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