

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

2017 AUG -3 P 12:40

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Petitioner,

v.

AHCA No. 2016009080

License No.: 4507

File No.: 23960103

Facility Type: Hospital

THE PAVILION AT HEALTHPARK, LLC
d/b/a PARK ROYAL HOSPITAL,

RENDITION NO.: AHCA-17-04908-OLC

Respondent.

FINAL ORDER

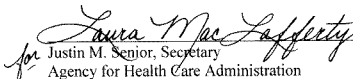
Having reviewed the Administrative Complaint, and all other matters of record, the Agency for Health Care Administration finds and concludes as follows:

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 \$2,000.00. 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 3rd day of August, 2017.


for 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 3rd day of August, 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)
Kevin Marker, Senior Attorney Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Administrator The Pavilion at HealthPark, LLC d/b/a Park Royal Hospital 9241 Park Royal Drive Fort Myers, Florida 33908 (U.S. Mail)
Carl J. Coleman, Esquire Buchanan Ingersoll & Rooney, P.C. 2235 First Avenue Fort Myers, Florida 33901 (U.S. Mail)	

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION**

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,**

Petitioner,

v.

**AHCA No. 2016009080
License No. 4507
File No. 23960103**

**THE PAVILION AT HEALTHPARK, LLC
d/b/a PARK ROYAL HOSPITAL,**

Respondent.

ADMINISTRATIVE COMPLAINT

COMES NOW, the Petitioner, State of Florida, Agency for Health Care Administration (hereinafter "the Agency"), by and through its undersigned counsel, and files this Administrative Complaint against the Respondent, Park Royal Hospital (hereinafter "the Respondent"), pursuant to Sections 120.569 and 120.57, Florida Statutes, and alleges as follows:

NATURE OF THE ACTION

This is an action to impose an administrative fine against a hospital in the amount of two thousand dollars (\$2,000.00).

JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter pursuant to Sections 120.569 and 120.57, Florida Statutes.
2. The Agency has jurisdiction over the Respondent pursuant to Sections 20.42 and 120.60, and Chapters 395, Part I, and 408, Part II, Florida Statutes.
3. Venue lies pursuant to Rule 28-106.207, Florida Administrative Code.

PARTIES

4. The Agency is the licensing and regulatory authority that oversees hospitals in

Florida and enforces the applicable federal and state regulations, statutes and rules that govern such facilities. Chs. 395, Part I, 408, Part II, Florida Statutes; Ch. 59A-3, Florida Administrative Code. The Agency may deny, revoke, and suspend any license issued to a hospital, or impose an administrative fine, for a violation of the Health Care Licensing Procedures Act, the authorizing statutes or applicable rules. §§ 408.813, 408.815, 408.831, 395.003, 395.1041, 395.1065, Florida Statutes.

5. The Respondent was issued a license by the Agency (License Number 4507) to operate a hospital located at 9241 Park Royal Drive, Fort Myers, Florida 33908 and was at all times material required to comply with the applicable federal and state regulations, statutes and rules.

COUNT I
Patient Rights – Right to Treatment

6. The Agency realleges and incorporates by reference paragraphs 1 – 5 set forth above.

7. Under Florida law, the Department of Children and Families and the Agency for Health Care Administration shall exercise executive and administrative supervision over all mental health facilities, programs, and services. § 394.457(1), Fla. Stat.

8. Under Florida law, a receiving facility is a public or private facility or hospital designated by the department to receive and hold or refer, as appropriate, involuntary patients under emergency conditions for mental health or substance abuse evaluation and to provide treatment or transportation to the appropriate service provider. § 394.455(39) Fla. Stat.

9. Under Florida law, a person shall not be denied treatment for mental illness and services shall not be delayed at a receiving or treatment facility because of inability to pay. However, every reasonable effort to collect appropriate reimbursement for the cost of providing

mental health services to persons able to pay for services, including insurance or third-party payments, shall be made by facilities providing services pursuant to this part. § 394.459(2)(a) Fla. Stat.

10. On or about March 28, 2016, the Agency conducted a complaint survey (CCR# 2016002609) of the Respondent's facility.

11. Based upon record review, and interviews, the Respondent refused to accept three patients (Patients #6, #8, and #9) referred to Respondent for transfer for involuntary psychiatric examination under the Florida Mental Health Act ("Baker Act").

12. The Respondent has been designated a Baker Act receiving facility by the Florida Department of Children and Families.

Patient #9

13. Review of Respondent's Inquiry/Referral Information forms found that Patient #9 was referred to Respondent under the Baker Act from an acute care hospital on February 6, 2016.

14. Psychiatric care was not within the referring hospital's licensed capacity.

15. The Respondent refused transfer because its facility was outside of Patient #9's insurance network.

Patient #6

16. Review of Respondent's Inquiry/Referral Information forms found that Patient #6 was referred to Respondent under the Baker Act from an acute care hospital on March 11, 2016.

17. Psychiatric care was not within the referring hospital's licensed capacity.

18. The county crisis stabilization unit had no available beds.

19. Although beds were available at Respondent's facility, the Respondent refused transfer because its facility was outside of Patient #6's insurance network.

Patient #8

20. Review of Respondent's Inquiry/Referral Information forms found that Patient #8 was referred to Respondent under the Baker Act from an acute care hospital on March 12, 2016.

21. Psychiatric care was not within the referring hospital's licensed capacity.

22. The Respondent refused transfer because its facility was outside of Patient #8's insurance network.

23. On or about March 28, 2016 at approximately 10:30 a.m., the Agency conducted an interview with the Respondent's Director of Admissions.

24. During the interview, the Director of Admissions stated that if there is a bed available at Respondent's facility and they do not take the patient's insurance, they would refer the patient to a different facility.

25. The Director of Admissions further stated that Respondent had an available bed on March 11, 2016.

26. After communicating with Respondent's Baker Act Coordinator, the Director of Admissions stated that Patient #6 should not have been denied or referred to another facility.

27. Additionally, in an interview conducted on March 28, 2016, three intake staff at Respondent's facility confirmed that when they receive a call from another facility regarding a Baker Act patient, they ask for the patient's insurance, and based on the insurance information and bed availability, they will either accept the patient or refer the patient to another facility.

Sanction

28. Under Florida law, the Agency shall enforce the provisions of part I of chapter 394, and rules adopted thereunder, with respect to the rights, standards of care, and examination and placement procedures applicable to patients voluntarily or involuntarily admitted to hospitals providing psychiatric observation, evaluation, diagnosis, or treatment. § 395.1055(5), Fla. Stat.

29. Under Florida law, the Agency may impose an administrative fine, not to exceed

\$1,000 per violation, per day, for the violation of any provision of Chapter 395, Part I, or Chapter 408, Part II, or the applicable rules. Each day of violation constitutes a separate violation and is subject to a separate fine. § 395.1065(2)(a), Fla. Stat.

30. Under Florida law, as a penalty for any violation of Chapter 408, Part II, the authorizing statutes, or the applicable rules, the Agency may impose an administrative fine. Unless the amount or aggregate limitation of the fine is prescribed by authorizing statutes or applicable rules, the Agency may establish criteria by rule for the amount or aggregate limitation of administrative fines applicable to this part, authorizing statutes, and applicable rules. Each day of violation constitutes a separate violation and is subject to a separate fine. For fines imposed by final order of the Agency and not subject to further appeal, the violator shall pay the fine plus interest at the rate specified in Section 55.03, Florida Statutes, for each day beyond the date set by the Agency for payment of the fine. § 408.813(1), Fla. Stat.

WHEREFORE, the Petitioner, State of Florida, Agency for Health Care Administration, respectfully seeks an administrative fine against the Respondent in the amount of one thousand dollars (\$1,000.00)

COUNT II
Policies/Procedures

31. The Agency realleges and incorporates by reference paragraphs 1 – 5 set forth above.

32. The Agency realleges and incorporates by reference Count I.

33. Under Florida law, each receiving facility shall have policies and procedures that prescribe, monitor and enforce all requirements specified in Chapter 65E-5, F.A.C. Fla. Admin. Code R. 65E-5.351(2).

34. Under Florida law, receiving facilities shall develop policies and procedures that expedite the transfer of persons referred from non-designated hospitals after examination or

treatment of an emergency medical condition, within the 12 hours permitted by Section 394.463(2)(h) F.S. Fla. Admin. Code R. 65E-5.280(4)(b).

35. On or about March 28, 2016, the Agency conducted a complaint survey (CCR# 2016002609) of the Respondent's facility.

36. Based upon record review, and interviews, the Respondent failed to develop a policy and procedure to expedite the transfer of persons referred from non-designated hospitals after examination or treatment of an emergency medical condition as required under Chapter 65E-5, Florida Administrative Code.

37. Review of Respondent's Inquiry/Referral Information forms found that three patients (Patient #'s 6, 8, and 9) were referred to Respondent under the Baker Act from acute care hospitals but were refused transfer because the Respondent was outside the patients' insurance network.

38. On or about March 28, 2016 at approximately 10:30 a.m., the Agency conducted an interview with the Respondent's Director of Admissions.

39. During the interview, the Director of Admissions stated that if there is a bed available at Respondent's facility and they do not take the patient's insurance, they would refer the patient to a different facility.

40. The Director of Admissions also stated that the Respondent does not have a policy/procedure for receiving a patient under the Baker Act referred from another facility or under any situation in reference to their insurance.

41. Additionally, in an interview conducted on March 28, 2016, three intake staff at Respondent's facility confirmed that when they receive a call from another facility regarding a Baker Act patient, they ask for the patient's insurance, and based on the insurance information and bed availability, they will either accept the patient or refer the patient to another facility.

Sanction

42. Under Florida law, the Agency shall enforce the provisions of part I of chapter 394, and rules adopted thereunder, with respect to the rights, standards of care, and examination and placement procedures applicable to patients voluntarily or involuntarily admitted to hospitals providing psychiatric observation, evaluation, diagnosis, or treatment. § 395.1055(5), Fla. Stat.

43. Under Florida law, the Agency may impose an administrative fine, not to exceed \$1,000 per violation, per day, for the violation of any provision of Chapter 395, Part I, or Chapter 408, Part II, or the applicable rules. Each day of violation constitutes a separate violation and is subject to a separate fine. § 395.1065(2)(a), Fla. Stat.

44. Under Florida law, as a penalty for any violation of Chapter 408, Part II, the authorizing statutes, or the applicable rules, the Agency may impose an administrative fine. Unless the amount or aggregate limitation of the fine is prescribed by authorizing statutes or applicable rules, the Agency may establish criteria by rule for the amount or aggregate limitation of administrative fines applicable to this part, authorizing statutes, and applicable rules. Each day of violation constitutes a separate violation and is subject to a separate fine. For fines imposed by final order of the Agency and not subject to further appeal, the violator shall pay the fine plus interest at the rate specified in Section 55.03, Florida Statutes, for each day beyond the date set by the Agency for payment of the fine. § 408.813(1), Fla. Stat.

WHEREFORE, the Petitioner, State of Florida, Agency for Health Care Administration, seeks to impose an administrative fine against the Respondent in the amount of one thousand dollars (\$1,000.00).

CLAIM FOR RELIEF

WHEREFORE, the Petitioner, State of Florida, Agency for Health Care Administration,

respectfully seeks to enter a final order that:

1. Makes findings of fact and conclusions of law in favor of the Agency.
2. Imposes the relief set forth above.

Respectfully submitted on this 9th day of February, 2017.



Kevin M. Marker, Assistant General Counsel
Florida Bar No. 99862
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #7
Tallahassee, Florida 32308
Telephone: (850) 412-3496
Facsimile: (850) 922-6484
Email: Kevin.Marker@ahca.myflorida.com

NOTICE

Pursuant to Section 120.569, F.S., any party has the right to request an administrative hearing by filing a request with the Agency Clerk. In order to obtain a formal hearing before the Division of Administrative Hearings under Section 120.57(1), F.S., however, a party must file a request for an administrative hearing that complies with the requirements of Rule 28-106.2015, Florida Administrative Code. Specific options for administrative action are set out in the attached Election of Rights form.

The Election of Rights form or request for hearing must be filed with the Agency Clerk for the Agency for Health Care Administration within 21 days of the day the Administrative Complaint was received. If the Election of Rights form or request for hearing is not timely received by the Agency Clerk by 5:00 p.m. Eastern Time on the 21st day, the right to a hearing will be waived. A copy of the Election of Rights form or request for hearing must also be sent to the attorney who issued the Administrative Complaint at his or her address. The Election of Rights form shall be addressed to: Agency Clerk, Agency for Health Care Administration, 2727 Mahan Drive, Mail Stop 3, Tallahassee, FL 32308; Telephone (850) 412-3630, Facsimile (850) 921-0158.

Any party who appears in any agency proceeding has the right, at his or her own expense, to be accompanied, represented, and advised by counsel or other qualified representative. Mediation under Section 120.573, F.S., is available if the Agency agrees, and if available, the pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Administrative Complaint and Election of Rights Form were served to the named below by the method designated on this 9th day of February, 2017.



Kevin M. Marker, Assistant General Counsel
Florida Bar No. 99862
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #7
Tallahassee, Florida 32308
Telephone: (850) 412-3496
Facsimile: (850) 922-6484
Email: Kevin.Marker@ahca.myflorida.com

Copies furnished to:

Park Royal Hospital Attn: Administrator 9241 Park Royal Drive Fort Myers, Florida 33908 Certified Mail: 7012 1010 0003 2493 8445	CT Corporation System, Registered Agent Tallahassee Medical Center, Inc. d/b/a Capital Regional Medical Center 1200 South Pine Island Road Plantation, Florida 33324 Certified Mail: 7012 1010 003 2493 8452
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**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION**

**Re: THE PAVILION AT HEALTHPARK, LLC
d/b/a PARK ROYAL HOSPITAL**

AHCA No. 2016009080

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 with the Agency Clerk within 21 days by 5:00 p.m., Eastern Time**, 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 the allegations of fact and law contained in the 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 the allegations of fact contained in the 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 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.

Licensee Name: _____

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.

AHCA No. 2016009080

License No. 4507

File No.23960103

THE PAVILION AT HEALTHPARK, LLC
d/b/a PARK ROYAL HOSPITAL,

Respondent.

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (the "Agency"), and Respondent, The Pavilion at HealthPark, LLC d/b/a Park Royal Hospital ("Park Royal" or "Respondent"), pursuant to section 120.57(4), Florida Statutes, by and through their undersigned representatives, each individually, a "party," collectively as "parties," enter into this Settlement Agreement ("Agreement") and agree as follows:

WHEREAS, Respondent is a hospital licensed pursuant to Chapters 395 and 408, Florida Statutes, and Chapter 59A-3, Florida Administrative Code; and

WHEREAS, the Agency has jurisdiction by virtue of being the licensing and regulatory authority over Respondent pursuant to Chapters 395 and 408, Florida Statutes, and Chapter 59A-3, Florida Administrative Code; and

WHEREAS, the Agency served Respondent with an administrative complaint on February 9, 2017, notifying Respondent of its intent to impose an administrative fine in the amount of two thousand dollars (\$2,000.00) (the "Administrative Complaint"); and

WHEREAS, the parties have negotiated and agreed that the best interest of all 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 in connection with the Administrative Complaint, 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 (DOAH) 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 two thousand dollars (\$2,000.00) to the Agency within thirty (30) days of the entry of the Final Order in full and final resolution of the Administrative Complaint.
5. Venue for any action brought to interpret, enforce or challenge the terms of this Agreement or the Final Order entered pursuant hereto shall lie solely in the Circuit Court of Florida, in and for Leon County, Florida.

6. By executing this Agreement, Respondent does not admit the allegations set forth in the Administrative Complaint referenced herein, and the Agency continues to assert in good faith the validity of the same. However, no agreement made herein shall preclude the Agency from (1) imposing a penalty against Respondent for any deficiency/violation of statute or rule identified in any future survey of Respondent, or (2) determining the amount of any future fine in accordance with Section 395.1065(2)(b)(3), Florida Statutes.

7. No agreement made herein shall preclude the Agency from using the deficiencies from the survey identified in the Administrative Complaint in any decision regarding the licensure of Respondent, including, if applicable, but not limited to, licensure for limited mental health, limited nursing services, extended congregate care, or 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 from pursuing any cause of action, even if based on or arising from, in whole or in part, the facts raised in the Administrative Complaint. However, nothing in this Agreement shall preclude Respondent from contesting any allegations, deficiencies, or events, should the Agency initiate any future action against Respondent.

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 attorneys' fees.

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

11. Respondent, for itself and 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 in connection therewith, 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 organizations.

12. This Agreement is binding upon all parties herein and those identified in the above paragraph.

13. In the event that Respondent was a Medicaid provider at the subject time of the occurrences alleged in the administrative complaint referenced herein, this Agreement does not prevent the Agency from seeking Medicaid overpayments related to the subject issues or from imposing any further sanctions pursuant to Rule 59G-9.070, Florida Administrative Code. This Agreement does not settle any pending or potential federal issues against Respondent. This Agreement does not prohibit the Agency from taking any action regarding Respondent's Medicaid provider status, conditions, requirements, or contract, if applicable. However, nothing in this Agreement shall preclude Respondent from contesting any allegations, deficiencies, or events, should the Agency initiate any future action against Respondent.

14. Respondent agrees that if any funds to be paid under this Agreement to the Agency are not paid within thirty (30) 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. Respondent's representative has the legal capacity to execute this Agreement. The Respondent understands that counsel for the Agency represents solely the Agency and that Agency counsel has not provided any legal advice to, or influenced, the Respondent in its decision to enter into this Agreement.

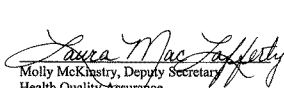
16. This Agreement contains and incorporates the entire understandings and agreements of the parties.

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.

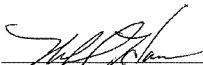
19. All parties agree that an electronic or facsimile signature suffices for an original signature, and that an electronic or facsimile copy suffices for an original document.

The following representatives 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, Mail Stop #9
Tallahassee, Florida 32308

DATED: 8/3/17



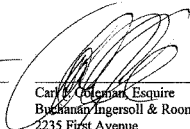
Mike Ham, Chief Executive Officer
The Pavilion at HealthPark, LLC d/b/a
Park Royal Hospital
9241 Park Royal Drive
Fort Myers, Florida 33908

DATED: 6/29/17



Stuart F. Williams, General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

DATED: 7/30/17



Carl E. Coleman, Esquire
Buchanan Ingersoll & Rooney, P.C.
2235 First Avenue
Fort Myers, Florida 33901
Attorney for Respondent

DATED: 7/5/2017



Kevin M. Marker, Assistant General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #7
Tallahassee, Florida 32308

DATED: 7/12/2017