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AGENCY CLERK
2023 APR 10 P 1:33

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

SP BEHAVIORAL, LLC d/b/a SANDY PINES,

Respondent.
_____/

Case No.: 2023002468
License No. 52
File No. 57000060
Provider Type: RTC
RENDITION NO.: AHCA-23-220-S-OLC

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION,

Petitioner,

vs.

SP BEHAVIORAL, LLC, d/b/a SANDY PINES,

Respondent.
_____/

Case No: 2023001697
(Moratorium)

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 $13,600.00. 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 90 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

3. The Respondent shall comply with the terms of the Agreement regarding its licensure as set forth in paragraph 4 of the Agreement.

ORDERED at Tallahassee, Florida, on this 10th day of April, 2023.

Kimberly R. Smoak, Deputy 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 10th day of April, 2023.

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)
Jack Plagge, Unit Manager Hospital and Outpatient Unit Agency for Health Care Administration (Electronic Mail)	Arlene Mayo-Davis, Field Office Manager Local Field Office Agency for Health Care Administration (Electronic Mail)

Thomas J. Walsh II, Senior Attorney Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	Geoffrey D. Smith, Esq. geoff@smithlawtlh.com Stephen B. Burch, Esq. Stephen@smithlawtlh.com Smith & Associates 709 South Harbor City Boulevard, Suite 540 Melbourne, Florida 32940 (Electronic Mail)
Thomas M. Hoeler, Chief Facilities Counsel Office of the General Counsel Agency for Health Care Administration (Electronic Mail)	

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION,

Petitioner,

vs. Case No.: 2023002468

SP BEHAVIORAL, LLC d/b/a SANDY PINES,

Respondent.
_____/

ADMINISTRATIVE COMPLAINT

COMES NOW the Agency for Health Care Administration (hereinafter "Agency"), by and through the undersigned counsel, and files this Administrative Complaint against SP Behavioral, LLC d/b/a Sandy Pines (hereinafter "Respondent"), pursuant to Sections 120.569 and 120.57, Florida Statutes (2022), and alleges:

NATURE OF THE ACTION

This is an action to revoke Respondent's license to operate a residential treatment center in the State of Florida and impose upon the Respondent an administrative fine in the amount of thirteen thousand six hundred dollars ($13,600.00), pursuant to Sections 394.879(4) and 408.815(1), Florida Statutes (2022), based upon the citation of two (2) deficient practices in violation of law.

JURISDICTION AND VENUE

1. The Agency has jurisdiction pursuant to Sections 120.60, 394.875 and Chapter 408, Part II, Florida Statutes (2022).

2. Venue lies pursuant to Rule 28-106.207, Florida Administrative Code (2022).

EXHIBIT 1

PARTIES

3. The State of Florida, Agency for Health Care Administration ("the Agency"), is the licensure and regulatory authority that oversees residential treatment center for children and adolescents in Florida and enforces the applicable federal and state regulations, statutes and rules governing such facilities. Chs. 394, Part IV, and 408, Part II, Fla. Stat. (2022); Ch. 65E-9, Fla. Admin. Code.

4. Respondent operates a one hundred forty-nine (149) bed residential treatment center for children and adolescents located at 11301 Southeast Tequesta Terrace, Tequesta, Florida 33469, License No. 52.

5. Respondent is currently and had previously been a licensed residential treatment center for children and adolescents under the licensing authority of the Agency, and was required to comply with all applicable rules and statutes.

COUNT I

6. That on January 30, 2022, the Agency completed a complaint survey of the Respondent and its Facility.

7. That Florida law provides:

> (3) Staff composition. The provider shall have the following staffing, any of which may be part-time, if the required equivalent full-time coverage is provided, except for those positions with a required specified staffing ratio:
>
> ...
>
> (e) Direct care staff. At a minimum, two (2) direct care staff shall be awake and on duty at all times. In addition, the following direct care staff-to-child ratios shall be provided and maintained:
>
> 1. During hours when children are present in the facility and normally awake, the direct care staff to child ratio shall be no less than 1:4; and
>
> 2. During hours when the children are normally asleep, the direct care staff to child ratio shall be no less than 1:6; and

3. While residents are away from the facility, the staffing ratio for those residents shall be no less than 1:4. The need for more intensive staffing will be determined by the child's physician; and

4. Direct care staff shall not divide time on their shift between programs located in other areas of the facility or other buildings; and

5. While transporting residents of residential treatment centers other than group homes, the driver shall not be counted as the direct care staff providing care, assistance or supervision of the child. For therapeutic group home residents, prior to a single staff person transporting one or more children in a motor vehicle, children must be assessed to ensure the safety of the children and staff.

Rule 65E-9.007(3)(e), Florida Administrative Code.

8. That based upon the review of records and interview, Respondent failed to ensure that it maintained minimum staffing ratios at all times and to ensure staff have competencies to meet resident needs in emergent situations, the same being contrary to the mandates of law

9. That Petitioner's representative toured Respondent's facility on January 24, 2021, commencing at 12:15 p.m., with Respondent's risk manager, and noted the following resident to staff ratios noting minimum requirements one (1) staff to four (4) residents while residents awake were not met:

a. Eight (8) residents lined up heading out to lunch with one (1) staff from all different units.

b. Twelve (12) residents walking to lunch with two (2) staff.

c. Fourteen (14) residents walking to lunch with three (3) staff.

d. Classroom 802 had 6 residents and 1 staff observed with her eyes closed-

e. Classroom 803 had six (6) residents and one (1) staff.

f. Classroom 828 had ten (10) residents and one (1) staff.

g. Classroom 829 had seven (7) residents and one (1) staff.

h. Classroom 830 had six (6) residents and one (1) staff.

i. The cafeteria had forty-one (41) residents and four (4) staff.

10. That on January 24, 2023 at 4:55 p.m., eight (8) residents were observed in the hallway walking back to their unit with two (2) staff and twenty (20) residents were observed walking in hallway with three (3) staff.

11. That Petitioner's representative reviewed Respondent's staffing ratios for January 1 through 27, 2022, and noted repeated noncompliance with minimum staffing ratios as demonstrated below by failing to meet the 1:4 ratio, meaning one (1) staff member to every four (4) residents while awake, or the 1:6 ratio, meaning one (1) staff member to every six (6) residents while the residents are asleep:

a. Respondent's staffs for the 7:00 p.m. to 7:30 a.m. shift at the 1:6 ratios for when residents are asleep, however many residents do not go to sleep until 8:30 p.m. and the oldest residents do not go to sleep until 9:30 p.m., thus staffing needs not being met from the start of each shift until residents sleep.

b. January 1, 2023

    a. The Facility census was one hundred thirty-four (134) requiring thirty-four (34) staff on the dayshift and twenty-four (24) staff on the nightshift.

    b. The unit specific nightshift staffing was as follows:

        a. Dolphin unit - Twenty-four (24) residents with four (4) staff.

        b. Star Fish - Twenty-three (23) residents with five (5) staff.

        c. Sea Turtle - Seventeen (17) residents with three (3) staff.

d. Manatee - Twenty-four (24) residents with four (4) staff.

e. Seagull - Twenty-four (24) residents with four (4) staff, thus two (2) staff below minimum standards.

f. Pelican - Twenty-four (24) residents with four (4)staff.

c. January 2, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-seven (137) requiring thirty-five (35) staff on the day shift and twenty-three (23) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift and three (3) on the nightshift, thus one (1) below minimum standard on each shift.

b. Star Fish - Twenty-three (23) residents with five (5) staff on the day shift and four (4) staff on the night shift with one (1) resident requiring one to one (1:1) monitoring, thus one (1) below minimum standard.

c. Star Turtle - Seventeen (17) residents with four (4) staff at the height of staff, with one (1) staff member arriving late.

d. Manatee - Twenty-four (24) residents with four (4) staff.

e. Seagull - Twenty-four (24) residents with four (4) staff on the day shift and four (4) staff on the night shift, thus two (2) staff below minimum standards for the dayshift.

f. Pelican - Twenty-five (25) residents with five (5) staff on the dayshift and four (4) staff on the night shift, thus one (1) staff below minimum standards for the night shift.

d. January 3, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-nine (139) requiring thirty-five (35) staff on the dayshift and twenty-four (24) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift and four (4) on the nightshift, thus one (1) below minimum standard on the dayshift.

b. Star Fish - Twenty-four (24) residents with five (5) staff on the dayshift and five (5) staff on the nightshift with one (1) resident requiring one to one (1:1) monitoring, thus one (1) below minimum standard on the dayshift.

c. Sea Turtle - Seventeen (17) residents with four (4) staff on the nightshift until 6:30 a.m. when a staff member left.

d. Manatee - Twenty-four (24) residents with four (4) staff on the nightshift.

e. Seagull - Twenty-four (24) residents with five (5) staff on the nightshift.

f. Pelican - Twenty-six (26) residents with seven (7) staff on the dayshift until 4:30 p.m. when one (1) staff leaves and staffing falls below minimum standards and four (4) staff on the nightshift, thus one (1) staff below minimum standards for the nightshift.

e. January 4, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-eight (138) requiring thirty-five (35) staff on the dayshift and twenty-three (23) staff on the nightshift.

a. The unit specific shift staffing was as follows:

b. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift and three (3) on the night shift, thus one (1) below minimum standards on the night shift.

c. Star Fish - Twenty-four (24) residents with four (4) staff on the nightshift with one (1) resident requiring one to one (1:1) monitoring, thus one (1) below minimum standards on the night shift.

d. Sea Turtle - Seventeen (17) residents with four (4) staff on the nightshift.

e. Manatee - Twenty-four (24) residents with four (4) staff on the dayshift, two (2) below minimum standards, and three (3) staff on the nightshift until 9:00 p.m., when an additional staff member begins and then meeting nightshift

minimum standards.

f. Seagull - Twenty-four (24) residents with four (4) staff on the nightshift.

g. Pelican - Twenty-five (25) residents with four (4)staff on the nightshift, thus one (1) staff below minimum standards for the nightshift.

f. January 5, 2023, staffing was as follows:

a. The Facility census was one hundred forty-six (146) requiring thirty-seven (37) staff on the dayshift and twenty-five (25) staff on the night shift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift and four (4) on the nightshift.

b. Star Fish - Twenty-four (24) residents with five (5) staff on the nightshift with one (1) resident requiring one to one (1:1) monitoring.

c. Star Turtle - Twenty (20) residents with four (4) staff on the night shift.

d. Manatee - Twenty-four (24) residents with four (4) staff on the night shift.

e. Seagull - Twenty-seven (27) residents with six (6) staff on the dayshift, one (1) staff below minimum standards, and five (5) staff on the nightshift.

f. Pelican - Twenty-seven (27) residents with five (5) staff on the dayshift after one staff member arrived at 9:00 a.m., thus one (1) staff below minimum until 9:00 a.m., thus two (2) staff below minimum standards for the dayshift.

g. January 6, 2023, staffing was as follows:

a. The Facility census was one hundred forty-six (146) requiring thirty-seven (37) staff on the dayshift and twenty-five (25) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with four (4) staff on the night shift.

b. Star Fish - Twenty-four (24) residents with five (5) staff on the nightshift with one (1) resident requiring one to one (1:1) monitoring.

c. Sea Turtle - Twenty (20) residents with three (3) staff on the nightshift, thus one (1) staff below minimum standards.

d. Manatee - Twenty-four (24) residents with three (3) staff on the nightshift until 9:00 p.m. when an additional staff member begins and then meeting night shift minimum standards until 6:00 a.m. when a staff member leaves.

e. Seagull - Twenty-seven (27) residents with six (6) staff on the dayshift, thus one (1) staff member below minimum standards, and four (4) staff on the nightshift, thus one (1) staff member below minimum standards.

f. Pelican - Twenty-seven (27) residents with four (4) staff on the dayshift, increasing to five (5) at 8:00 a.m., and six (6) at 2:00 p.m., and then seven (7) at 3:00 p.m. decreasing to six (6) again at 5:00 p.m., thus meeting minimum standards for only two (2) hours of the dayshift, and three (3) staff on the nightshift until 8:30 p.m. when an additional staff arrives, thus below minimum standards for the entire shift.

h. January 7, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-seven (137) requiring thirty-five (35) staff on the day shift and twenty-three (23) staff on the night shift.

b. The unit specific shift staffing was as follows:

c. Dolphin unit -Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards.

d. Star Fish - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards, and three (3) staff on the nightshift with one (1) resident requiring one to one (1:1) monitoring, thus one (1) staff below minimum standards.

e. Sea Turtle - Sixteen (16) residents with two (2) staff on the

dayshift, thus two (2) staff below minimum standards.

f. Manatee - Twenty-four (24) residents with five (5) staff on the dayshift until 5:00 p.m. when a staff member leaves, thus two (2) staff below minimum standards, and three (3) staff on the nightshift, one (1) staff below minimum standard.

g. Seagull - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff member below minimum standards, and three (3) staff on the nightshift, thus one (1) staff member below minimum standards.

h. Pelican - Twenty-five (25) residents with four (4) staff on the dayshift, thus two staff members below minimum standards, and four (4) staff on the nightshift, thus one (1) staff member below minimum standards.

i. January 8, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-six (136) requiring thirty-four (34) staff on the dayshift and twenty-three (23) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards, and four (4) staff on the nightshift.

b. Star Fish - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards,

and five (5) staff on the night shift with one (1) resident requiring one to one (1:1) monitoring.

c. Sea Turtle - Sixteen (16) residents with two (2) staff on the nightshift, thus one (1) staff below minimum standards.

d. Manatee - Twenty-four (24) residents with five (5) staff on the dayshift until 5:00 p.m. when one (1) staff member leaves, resulting in two (2) staff below minimum standards, and four (4) staff on the nightshift.

e. Seagull - Twenty-three (23) residents with four (4) staff on the dayshift, thus two (2) staff members below minimum standards.

f. Pelican - Twenty-five (25) residents with six (6) staff on the dayshift, thus one (1) below minimum standards, and four (4) staff on the nightshift, thus one (1) staff member below minimum standards.

j. January 9, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-six (136) requiring thirty-four (34) staff on the dayshift and twenty-three (23) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-four (24) residents with four (4) staff on the nightshift with one (1) resident requiring one to one (1:1) monitoring, thus one (1) staff below minimum standards.

c. Sea Turtle - Sixteen (16) residents with three (3) staff on the nightshift, thus one (1) staff below minimum standards.

d. Manatee - Twenty-four (24) residents with four (4) staff on the dayshift until 9:00 a.m. when an additional staff begins, thus leaving the unit one (1) staff below minimum standards.

e. Seagull - Twenty-four (24) residents with four (4) staff on the night shift.

f. Pelican - Twenty-five (25) residents with four (4) staff on the nightshift, thus one (1) staff below minimum standards.

k. January 10, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-six (136) requiring thirty-four (34) staff on the dayshift and twenty-three (23) staff on the nightshift.

a. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with four (4) staff on the nightshift.

b. Star Fish - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below

minimum standards, and five (5) staff on the nightshift with one (1) resident requiring one to one (1:1) monitoring.

c. Sea Turtle - No noted staffing issue.

d. Manatee -Twenty-four (24) resident with four (4) staff on the dayshift until 9:00 a.m. when an additional staff begins, thus leaving the unit one (1) staff below minimum standards.

e. Seagull - Twenty-four (24) resident with five (5) staff on the dayshift, thus one (1) staff below minimum standards.

f. Pelican - Twenty-five (25) resident with five (5) staff on the dayshift until 9:00 a.m. when an additional staff arrives with another staff arriving at 3:00 p.m., thus being staffed below minimum standards for most of the shift.

l. January 11, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-eight (138) requiring thirty-five (35) staff on the dayshift and twenty-three (23) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum

standards, and three (3) staff on the nightshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards, and four (4) staff on the nightshift.

c. Sea Turtle - Seventeen (17) residents with three (3) staff on the nightshift, thus one (1) staff below minimum standards.

d. Manatee - Twenty-three (23) residents with four (4) staff on the night shift.

e. Seagull - Twenty-four (24) residents with four (4) staff on the nightshift.

f. Pelican - Twenty-six (26) residents with four (4) staff on the nightshift, thus one (1) staff member below minimum standards for most of the shift.

m. January 12, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-eight (138) requiring thirty-five (35) staff on the dayshift and twenty-three (23) staff on the nightshift.

a. The unit specific shift staffing was as follows:

b. Dolphin unit - Twenty-four (24) residents served by five (5) staff on the dayshift, thus one (1) staff below minimum standards.

c. Star Fish - Twenty-four (24) residents with five (5) staff on the nightshift.

d. Sea Turtle - Seventeen (17) residents with four (4) staff on the nightshift until 3:00 a.m. when one (1) leaves, resulting in one (1) staff below minimum standards.

e. Manatee - Twenty-three (23) residents with four (4) staff on the night shift.

f. Seagull - Twenty-five (25) residents with six (6) staff on the dayshift, thus one (1) staff below minimum standards.

g. Pelican - Twenty-six (26) residents with seven (7) staff on the nightshift until 9:00 p.m. when two (2) staff leave.

n. January 13, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-eight (138) requiring thirty-five (35) staff on the dayshift and twenty-three (23) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with three (3) staff on the nightshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-four (24) residents with three (3) staff on the nightshift, thus one (1) staff below minimum standards.

c. Sea Turtle - Seventeen (17) residents with three (3) staff on

the nightshift, thus one (1) staff below minimum standards.

d. Manatee - Twenty-three (23) residents with four (4) staff on the nightshift.

e. Seagull - Twenty-five (25) residents with four (4) staff on the nightshift, thus one (1) staff member below minimum standards.

f. Pelican - Twenty-six (26) residents with five (5)staff on the nightshift.

o. January 14, 2023 staffing was as follows:

a. The Facility census was one hundred thirty-eight (138) requiring thirty-five (35) staff on the dayshift and twenty-three (23) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the nightshift.

b. Star Fish - Twenty-four (24) residents with five (5) staff on the nightshift.

c. Sea Turtle - Seventeen (17) residents with four (4) staff on the nightshift.

d. Manatee - Twenty-three (23) residents with four (4) staff on the night shift.

e. Seagull - Twenty-five (25) residents with five (5) staff on the night shift.

f. Pelican - Twenty-five (25) residents with five (5) staff on the nightshift.

p. January 15, 2023 staffing was as follows:

a. The Facility census was one hundred thirty-eight (138) requiring thirty-five (35) staff on the dayshift and twenty-three (23) staff on the night shift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-four (24) residents with three (3) staff on the nightshift, thus one (1) staff below minimum standards.

c. Sea Turtle - Seventeen (17) residents with four (4) staff on the nightshift until 9:00 p.m., then three (3) staff.

d. Manatee - Twenty-three (23) residents with four (4) staff on the nightshift.

e. Seagull - Twenty-five (25) residents with four (4) staff on the nightshift until 6:00 a.m., when a staff member leaves, bringing the unit one (1) staff member below minimum standards.

f. Pelican - Twenty-five (25) residents with four (4) staff on the nightshift, thus one (1) staff member below minimum standards

q. January 16, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-eight (138) requiring thirty-five (35) staff on the dayshift and twenty-three (23) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-four (24) resident with five (5) staff on the dayshift until 9:00 a.m. and after 5:00 p.m., thus one (1) staff below minimum standards, and three (3) staff on the night shift with one (1) resident requiring one-to-one (1:1) supervision, thus two (2) staff below minimum standards.

c. Sea Turtle - Sixteen (16) residents with two (2) staff until 9:00 p.m., thus not meeting minimum staffing standards.

d. Manatee - Twenty-three (23) residents with four (4) staff on the nightshift.

e. Seagull - Twenty-five (25) residents with five (5) staff on the dayshift, thus one (1) staff member under minimum standards, and three (3) staff on the nightshift, thus one (1)

staff under minimum standards.

f. Pelican - Twenty-six (26) residents with six (6) staff on the night shift.

r. January 17, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-eight (138) requiring thirty-five (35) staff on the dayshift and twenty-three (23) staff on the night shift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with five (5) staff on the dayshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-four (24) residents with one resident requiring one-to-one (1:1) supervision with two (2) staff until 9:00 p.m., and then three (3) staff on the nightshift, thus at least one (1) staff below minimum standards.

c. Sea Turtle - Sixteen (16) residents with three (3) staff on the nightshift.

d. Manatee - Twenty-three (23) residents with four (4) staff on the night shift.

e. Seagull - Twenty-four (24) residents with four (4) staff on the night shift.

f. Pelican - Twenty-six (26) residents with six (6) staff on the nightshift.

s. January 18, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-seven (137) requiring thirty-five (35) staff on the day shift and twenty-three (23) staff on the night shift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with three (3) staff on the nightshift until 9:00 p.m. when an additional staff member arrives, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-three (23) residents with one resident requiring one-to-one (1:1) supervision with two (2) staff until 9:00 p.m., and then four (4) staff until 6:30 a.m. when a staff member leaves, thus at least one (1) staff below minimum standards.

c. Sea Turtle - Sixteen (16) residents with three (3) staff on the night shift.

d. Manatee - Twenty-four (24) residents with three (3) staff on the nightshift, thus one (1) staff member below minimum standards.

e. Seagull - Twenty-four (24) residents with four (4) staff on the nightshift.

f. Pelican - Twenty-six (26) residents with six (6) staff on the day shift, thus one (1) staff member below minimum standards.

t. January 19, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-seven (137) requiring thirty-five (35) staff on the day shift and twenty-three (23) staff on the night shift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with four (4) staff on the dayshift until 8:30 a.m. when an additional staff member arrives, thus two (2) staff below minimum standards.

b. Star Fish - Twenty-three (23) residents with one resident requiring one-to-one (1:1) supervision with five (5) staff member on the dayshift, thus one (1) staff member below minimum standards.

c. Sea Turtle - Sixteen (16) residents with three (3) staff on the nightshift.

d. Manatee - Twenty-four (24) residents with four (4) staff on the nightshift.

e. Seagull - Twenty-four (24) residents with four (4) staff on the night shift.

f. Pelican - Twenty-six (26) residents with four (4) staff on the nightshift until 9:00 p.m. when another staff member arrives, thus one (1) staff member below minimum standards for part of the shift.

u. On January 20, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-six (136) requiring thirty-four (34) staff on the dayshift and twenty-three (23) staff on the night shift. In addition, one resident required one to one (1:1) monitoring requiring an additional staff member.

b. The unit specific nightshift staffing was as follows:

a. Dolphin unit - Twenty-four (24) residents with four (4) staff at the height of staffing, as two (2)staff arrived late at 9:00 and 10:00 p.m. respectively, thus two (2) staff members below minimum standards at the onset of the January 20, 2023 event.

b. Star Fish - Twenty-three (23) residents with four (4) staff, one (1) covering a required one-to-one (1:1) monitoring, has two (2) staff below minimum standards.

c. Manatee - Twenty-four (24) residents with three (3) staff at the height of staffing, as one (1) staff arrived late, thus one (1) staff below minimum standards.

d. Seagull - Twenty-four (24) residents with four (4) staff.

e. Pelican - Twenty-four (24) residents with three (3) staff at the height of staffing, as one (1) staff arrived late, thus one (1) staff below minimum standards.

v. January 21, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-nine (139) requiring thirty-five (35) staff on the dayshift and twenty-four (24) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-three (23) residents with three (3) staff on the nightshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-one (21) residents with one resident requiring one-to-one (1:1) supervision with five (5) staff members on the nightshift until9:00 p.m. when reduced to four (4), thus one (1) staff member below minimum standards.

c. Sea Turtle - Fourteen (14) residents with three (3) staff on the nightshift, thus one (1) staff member below minimum standards.

d. Manatee - Twenty (20) residents with four (4) staff on the dayshift, thus one (1) staff below minimum standards.

e. Seagull - Twenty (20) residents with four (4) staff on the nightshift until 10:00 p.m. when one (1) leaves, leaving the unit below minimum staffing standards.

f. Pelican - Nineteen (19) residents with four (4) staff on the nightshift until 10:00 p.m. when a staff member leaves, thus one (1) staff member below minimum standards for part of the shift.

w. January 22, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-two (132) requiring thirty-three (33) staff on the dayshift and twenty-two (22) staff on the night shift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-five (25) residents with four (4) staff on the nightshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-one (21) residents with one (1) resident requiring one-to-one (1:1) supervision with five (5) staff members on the dayshift, thus one (1) staff member below minimum standards, and four (4) staff members on the nightshift.

c. Sea Turtle - No noted concerns.

d. Manatee - Twenty-five (25) residents with six (6)staff on the dayshift, thus one (1) staff below minimum standards.

e. Seagull - Twenty-three (23) residents with six (6) staff on the dayshift, thus one (1) staff below minimum staffing standards.

f. Pelican - Twenty-three (23) residents with four(4) staff on the nightshift.

x. January 23, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-two (132) requiring thirty-three (33) staff on the day shift and twenty-two (22) staff on the nightshift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-five (25) residents with four (4) staff on the nightshift, thus one (1) staff below minimum standards.

b. Star Fish - Twenty-one (21) residents with one resident requiring one-to-one (1:1) supervision with four (4) staff members on the nightshift, thus one (1) staff member below minimum standards.

c. Sea Turtle - Seventeen (17) residents with three (3) staff on the nightshift.

d. Manatee - Twenty-four (24) residents with four (4) staff on the night shift.

e. Seagull - Twenty-four (24) residents with four (4)staff on the nightshift.

f. Pelican - Twenty-five (25) residents with five (5)staff on the nightshift until 9:00 p.m.

y. January 24, 2023, staffing was as follows:

a. The Facility census was one hundred twenty-nine (129) requiring thirty-three (33) staff on the day shift and twenty-two (22) staff on the night shift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-two (22) residents with four (4) staff on the nightshift.

b. Star Fish - Twenty (20) residents with four (4) staff members on the nightshift.

c. Sea Turtle - No noted concerns.

d. Manatee - Twenty-four (24) residents with four (4) staff on the nightshift.

e. Seagull - Twenty-three (23) residents with four (4) staff on the nightshift.

f. Pelican - Twenty-four (24) residents with five (5) staff on the nightshift.

z. January 25, 2023, staffing was as follows:

a. The Facility census was one hundred twenty-nine (129) requiring thirty-three (33) staff on the day shift and twenty-two (22) staff on the nightshift.

b. The unit specific shift staffing was as follows:

    a. Dolphin unit - Twenty-two (22) residents with four (4) staff on the nightshift.

    b. Star Fish - Twenty (20) residents with four (4) staff members on the nightshift.

    c. Sea Turtle - Sixteen (16) residents with three (3) staff on the nightshift.

    d. Manatee - Twenty-four (24) residents with three (3) staff, thus one (1) staff member below minimum standards.

    e. Seagull - Twenty-three (23) residents with four (4) staff on the nightshift.

    f. Pelican - Twenty-four (24) residents with four (4) staff on the nightshift.

aa. January 26, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-one (131) requiring thirty-three (33) staff on the dayshift and twenty-two (22) staff on the nightshift.

b. The unit specific shift staffing was as follows:

    a. Dolphin unit - Twenty-two (22) residents with five (5) staff on the dayshift, thus one (1) staff member below minimum

standards, and four (4)staff on the nightshift.

b. Star Fish - Twenty-one (21) residents with five (5) staff members on the dayshift, thus one (1) staff member below minimum standards, and four (4) staff on the nightshift.

c. Sea Turtle - Seventeen (17) residents with four (4) staff on the dayshift, thus one (1) staff member below minimum standards, and three (3) staff on the nightshift.

d. Manatee – Twenty-for (24)residents with five (5) staff on dayshift, thus one (1) staff member below the minimum standards, and four (4) staff on the nightshift.

e. Seagull - Twenty-three (23) residents with four(4) staff on the nightshift.

f. Pelican - Twenty-four (24) residents with five (5)staff on the nightshift.

bb. January 27, 2023, staffing was as follows:

a. The Facility census was one hundred thirty-one (131)requiring thirty-three (33) staff on the dayshift and twenty-two (22) staff on the night shift.

b. The unit specific shift staffing was as follows:

a. Dolphin unit - Twenty-two (22) residents with three (3) staff on the nightshift, thus one (1) staff member below minimum standards.

b. Star Fish - Twenty-two (22) residents with one resident

requiring one-to-one (1:1) supervision with three (3) staff members on the nightshift, thus one (1) staff member below minimum standards.

c. Sea Turtle - Seventeen (17) residents with three(3) staff on the nightshift.

d. Manatee - Twenty-four (24) residents with four (4) staff on the nightshift. Seagull - Twenty-three (23) residents with three (3) staff on the nightshift, thus one (1) staff member below minimum standards.

e. Pelican - Twenty-three (23) residents with three(3) staff on the nightshift, thus one (1) staff member below minimum standards.

12. The following is a description of the emergency crisis situation the occurred while the facility was understaffed on January 20, 2023 as viewed on video recording:

a. At approximately 8:08 p.m., resident number one (1) is seen lying on the floor rolling around.

b. A "Code Blue" was called.

c. Resident number one (1) told staff that the resident snorted the resident's medications.

d. Five (5) staff responded and at 8:27 p.m., two (2) more staff responded.

e. A "smelling salt" was put in front of resident number one (1) who got up and stated the resident was upset with the resident's roommate and was "faking" the whole incident.

f. At 8:28 p.m., resident number two (2) was pacing back and forth on the Pelican Unit in the common area.

g. At 8:33 p.m., resident number two (2) is seen attempting to push a coffee like table that is in the common area towards the exterior door that has impact glass and there are no staff observed stopping the resident from doing this.

h. At 8:34 p.m., resident number two (2) continues to attempt to push the table into the exterior door, and staff is seen coming to the area to redirect the resident.

i. Resident number one (1) begins kicking the door causing the glass on the door to spider crack.

j. At 8:36 p.m., two (2) staff are trying to redirect the residents, but resident number one (1) continues to kick the door.

k. Another resident attempts to put the table away from the door and another resident stop the first resident. However these residents cannot be identified on camera.

l. At 8:37 p.m., resident number three (3) on the Pelican Unit is seen at the nurses' station moving items on the countertop away from her, the resident then jumps the nurses' station to go to Seagull Unit which shares the nurses station and is open to both units at the nurses' station. There is locked wooden door between the Pelican and Seagull Unit, that has an approximately one (1) inch opening that allows you to see between the two (2) units.

m. At 8:37 p.m., resident number two (2) is throwing what appears to be a metal garbage can at the exterior door on the Pelican Unit and resident number one (1) continues to kick the door.

n. Staff is seen standing in front of the exterior door.

o. The house supervisor arrives at 8:40 p.m., and at 8:41 p.m., the house supervisor puts resident number two (2) into a restraint on the floor and other staff assist.

p. On the Seagull Unit at 8:42 p.m., resident number five (5) is standing on a chair and pulls the fire alarm.

q. At 8:42 p.m., residents numbered six (6) and eight (8) jump over the nurse's station from the Seagull unit to go to Pelican Unit.

r. At 8:43 p.m., residents numbered five (5) and eight (8) are kicking the door.

s. Resident number five (5) picks up a chair to attempt to break the door.

t. Multiple residents are observed running around the common area and attempting to pull items off the wall.

u. Staff is observed standing by the exterior door.

v. Residents are lining up rocking chairs in front of the door.

w. At 8:42 p.m., staff are seen standing around.

x. Approximately five (5) to seven (7) residents who cannot be identified on camera, are seen running in and out of a bedroom.

y. No staff are seen going into that room to get the residents out.

z. Two (2) residents who cannot be identified on camera, are seen at 8:42

p.m. running through the nurses' station door and another resident who cannot be identified on camera was jumping over the nurses' station.

aa. Staff are seen leaning over the nurses' station.

bb. At 8:43 p.m., staff are seen attempting to get resident number six (6) out of the nurses' station.

cc. At 8:43 p.m., resident number fourteen (14) pulls a staff's badge from around the staff member's neck, including the badge that opens the Unit's doors.

dd. Resident number five (5) was observed throwing a chair at the door.

ee. At 8:43 p.m., resident number eight (8) is seen jumping the nurses' station, there are four (4) staff observed to be standing at the nurses' station.

ff. At 8:45 p.m., resident number fourteen (14) was observed trying to get over into the nurses' station.

gg. Eight (8) residents that cannot be identified are observed to be "hanging out" at the nurses' station.

hh. Staff are standing at the exterior door and five (5) residents are at the door.

ii. At 8:49 p.m., six (6) residents are seen going into a bedroom by the exterior door that is not their room.

jj. On the Pelican Unit at 8:49 p.m., resident number two (2) remains in a restraint.

kk. At 8:50p.m., residents are seen standing by the Pelican Unit exterior door.

ll. Staff on the Seagull Unit are observed standing around.

mm. At 8:54 p.m., residents continue to go back into a bedroom on the Seagull Unit, no staff are observed by the door.

nn. At 8:57 p.m., staff are observed standing behind the Nurses' station while the residents are running around the unit destroying property.

oo. At 8:57 p.m., resident number five (5) is standing on a chair on the Seagull unit trying to disarm the fire alarm that has been going off.

pp. Staff are trying to get the resident off the chair.

qq. At 8:59 p.m., Fire Rescue is seen behind nurses' station on the Seagull unit.

rr. At 9:00 p.m., residents are trying to use the staff badge to get out the door; eventually get the door open and four (4) residents who cannot be identified in the video, run out to an area that leads to a large fenced in area outside but is still on facility grounds.

ss. At 9:01 p.m., six (6) staff who cannot be identified in the video, are by the door and resident number seven (7) is attempting to get out, pushing on the door while staff are trying to get the resident to stop.

tt. At this time there are eight (8) to ten (10) residents that cannot be identified in the video running back and forth in the common area.

uu. There are three (3) staff who cannot be identified in the video with resident number two (2), who is still in restraints on the Pelican Unit.

vv. At 9:04 p.m., six (6) residents who cannot be identified in the video are seen running out the entrance door to the Seagull Unit and four (4) staff are seen running behind them.

ww. Six (6) residents who cannot be identified in the video are running down a hallway and exit the building with two (2) staff who cannot be identified behind them, which leads to the outside fenced area where the other unidentifiable residents are located.

xx. There are now ten (10) unidentifiable residents outside in this area.

yy. At 9:06 p.m., resident number two (2) is stopped or removed, and the resident is lying on the floor.

zz. Staff who cannot be identified are seen walking in from the outside fenced area with no residents.

aaa. At 9:07 p.m., two (2) unidentifiable staff are seen going back outside.

bbb. At 9:08 p.m., shadows of residents are seen running around outside and in the bushes and residents who cannot be identified are seen with staff running onto the Star Fish Unit, and out of control Star Fish residents who cannot be identified are out of their room and the residents that ran inside from outside are seen running through the unit and run back outside in the fenced area.

ccc. Residents numbered nine (9) and ten (10) begin to "act out."

ddd. At 9:12 p.m., residents, who cannot be identified, from outside are seen walking inside with staff who cannot be identified from a side door.

eee. At 9:14 p.m., two (2) residents and one (1) staff who cannot be identified are seen walking down the hallway.

fff. The residents are running around the hallways with staff who are seen

standing in the hallway while another staff is attempting to follow them.

ggg. At 9:15 p.m., resident number eight (8) is seen pushing staff.

hhh. There are now four (4) residents and three (3) staff who cannot be identified on the video.

iii. At 9:17 p.m., law enforcement arrives in the hallway and residents see them and try to "take off."

jjj. At 9:18 p.m., residents who cannot be identified are detained by law enforcement.

kkk. At 9:19 p.m., law enforcement are on Sea Turtle Unit as well as Pelican.

lll. Resident number two (2) remains on the floor on the Pelican Unit.

mmm. At 9:22 p.m., law enforcement are on the Seagull Unit.

nnn. At 9:23 p.m., resident number three (3) is handcuffed as well as other residents who cannot be identified in the video on the Star Fish Unit.

ooo. At 10:23 p.m., staff are attempting to restrain resident number eleven (11) who put a metal binder clip and screw in the resident's own mouth and the Emergency Medical Service (EMS) staff injected the resident with Ketamine, a medication, at approximately 10:30 p.m.

ppp. The resident was taken to a hospital and eventually placed under the Baker Act.

qqq. Resident #number thirteen (13) was observed to be agitated on the Sea Turtle unit and was detained by police for being non-compliant.

13. That several staff were injured while applying restraints with two being bitten by a

resident, one reported an injured back, and another injured an elbow (unable to identify)

14. That Petitioner's representative reviewed twenty-two (22) staff personnel records and noted:

a. Staff have had training in "Handle With Care" which teaches how to physically restrain a resident and to verbally de-escalate a resident during a crisis situation.

b. The "Student Manual" documents that the goal for verbal de-escalation is to recognize the development of a crisis and communicate to de-escalate the crisis.

c. Training includes key points of crisis management, working styles in crisis and stages of crisis, communication in crisis, preventing power struggles, active listening, anger management and setting limits.

d. There is no evidence of documentation that staff have demonstrated their knowledge of their training and ability to implement this knowledge as evidenced staff being observed on video camera idly standing by during the emergency crisis situation; and by the staff's lack of ability to control an emergency crisis situation that occurred on the evening of January 290. 2023.

e. There was no evidence that staff had been trained on securing their badges to prevent the residents from acquiring them to gain access to the outside.

15. That Petitioner's representative interviewed Respondent's staff member "C," a mental health technician, on January 21, 2023, commencing at 8:20 p.m., and the staff member stated, "There is never enough staff here. They make an attempt to get staff, but nobody wants to work.

I was not scheduled and picked up last night. It makes me nervous when we are short-handed which is very frequent."

16. That Petitioner's representative interviewed Respondent's staff member "D," a mental health technician, on January 23, 2023, commencing at 4:26 p.m., and the staff member stated, "That night they, the residents, took advantage of every opportunity including the low ratios. I wasn't here but I can bet the ratio is off. We put the kids (residents) in their room by7:15 p.m. Kids don't go to bed at that time. What ticked me off [is they] pulled staff to do visitation for a couple hours. This is on the weekends, it's visitation. They will pull two (2) or three (3) staff from different units. "

17. That Petitioner's representative telephonically interviewed Respondent's staff member "E," a unit coordinator, on January 23, 2023, commencing at 6:50 p.m., and the staff member stated, "The night of the incident, I was scheduled to come in at7:00 p.m. to 7:30 a.m., but came in later that evening,... I came in 9:45 p.m. I was told to come in later that night since I worked in the a.m. It is hit or miss with staying in ratio. The kids on Dolphin Unit, we let them watch TV or a movie, some will go down (to bed) before 7:30 p.m. 9:00 to -9:30 p.m., the lights go off."

18. That Petitioner's representative telephonically interviewed Respondent's staff member "F," a mental health technician, on January 23, 2023, commencing at 7:06 p.m., and the staff member stated, "I was scheduled to work Manatee from 7:00 p.m. to 7:30 a.m., but I was late. They told me to come in at 9:00 p.m. that night because I worked earlier until 11:00 a.m."

19. That Petitioner's representative telephonically interviewed Respondent's staff member "G," a mental health technician, on January 23, 2023, commencing at 7:17 p.m., and the staff member stated, "I worked Friday night on Sea Turtle but when the fire alarm was pulled, I went

to Pelican. My biggest concern is on nightshift, at 5:00 a.m. in the morning and only half of the staff until 7:30 a.m., until staff come out of report. It's fine at 2:00 a.m. when residents are sleeping. Each kid is different, some wake up, one is always awake at 2:00 a.m. We only have two (2) staff with one (1) doing room checks. The nurses are included in the ratio which I do not think is fair, but they can't help us, they have other things to do."

20. That Petitioner's representative interviewed Respondent's director of residential services on January 24, 2023, commencing at 1:04 p.m., and the staff member indicated:

a. He "... just started doing the scheduling again after not doing it probably over two (2) years ago. Started doing it again in January 2023.

b. "The ratio for census is 1:4 on the dayshift and 1:6 on the nightshift.

c. "I schedule by unit and not by the overall census as we did in the past.

d. "If a kid has to go to the ER (emergency room). I can't be calling someone if they have to go to ER. It's an emergency we have to ride with EMS (emergency medical services)."

21. That Petitioner's representative again interviewed Respondent's director of residential services on January 27, 2023, commencing at 11:38 a.m., and the staff member indicated:

a. ".... (Name of someone else) does the census, is a billing census and it's for midnight census for the end of that day. I look at 'physical heads in bed.'

b. "I always want to staff what you need the most, no unit is under twenty (20) residents and always staff for the max (maximum). That is our goal for maximum occupancy.

c. "Staffing is a set schedule and if census is low, we will send people home.

d. "Today's census is one hundred thirty-one (131).

e. "Every shift it is re-calculated. We will have admissions and discharges after midnight, or a bed hold that might be on the census document but not physically on the census for the staffing document because they are not in the building.

f. "Today we are at one hundred thirty-one (131) but getting another resident today. So, the census will be one hundred thirty-two (132). The resident just came back inbuilding. Dayshift would say twenty-three (23), but night shift would say twenty-four (24).

g. "Day shift doesn't make a difference; it will still only need three (3) staff, it won't change the facts.

h. "We are trying to recruit, it is so hard, we are actively trying."

22. That Petitioner's representative telephonically interviewed Respondent's staff member "J," a mental health technician, on January 24, 2023, commencing at 3:45 p.m., and the staff member indicated:

a. "Definitely do not meet the needs for staffing. There were only two (2) staff on Starfish unit.

b. "Then the fire alarm went off and got the kids riled up. Went off for quite a while, estimate going off for thirty (30) to forty (40) minutes.

c. "The residents were made aware there was activity on the other units. We tried to calm the kids down, but it was hard.

d. "I went outside to find elopement kids. The residents came onto the unit from outside and then they ran back outside, I went outside and helped another staff who was trying to restrain a resident. He was trying to

restrain two residents at once.

e. "We used HWC (Handle with Care) techniques to restrain them. A resident struck me, [] punched me with [the] right fist, hit my elbow. I can hear kids running around outside; can hear kids come closer and punching on my back from another resident. I got punched multiple times. I did not see who it was, but the other staff did.

f. "Another resident kneeled down and took my glasses, they said in mocking tone, "Can't see now can you." They were saying break that ... (expletive), and then broke my glasses."

23. That Petitioner's representative telephonically interviewed Respondent's staff member "K," a registered nurse on the Pelican Unit, on January 25, 2023, commencing at 11:02 a.m., and the staff member indicated:

a. "I worked the 7:00 p.m. to 7:30 a.m. [on July 20, 2023 at the time of the emergency crisis situation).

b. When I came on, a minute after, quickly after change of shift, it became chaotic, we only had two MHT's on floor.

c. "When I was trying to manage a patient there was only one MHT there; later there were two MHTs.

d. "A resident began to drag furniture to the glass door and shattered the door. The resident was eventually restrained.

e. "I called a couple show of supports and called "Code Green" maybe two or three times. We reached out to Administration, and they said call the police. It was a group text sent out, it said something like, 'Residents are,

patients attempting to elope.'

f. "The residents look for staff and are always looking around to see who is on shift. They are always asking; they try to look at the schedule. Ratio is 1:6 when asleep but awake is 1:4.

g. "When we come on and then when they get up, we are out of ratio.

h. "I start medication pass at 6:15 a.m. The residents are always looking around to see how many staff there are."

24. That Petitioner's representative telephonically interviewed Respondent's staff member "L," a registered nurse, January 25, 2023, commencing at 1:20 p.m., and the staff member indicated:

a. "The staffing was very low, that is why it all started.

b. "The residents know when to take advantage and do these things, they know when staff is low. That is the root cause of the problem.

c. "We only had one (1) MHT on the unit, I did eventually see another MHT, but she said she won't get involved. I was doing charting and heard a loud scream then I heard the Nurse say where are all the staff? I only saw one (1) MHT.

d. "I started seeing the residents jumping the nurses' station. I saw staff then restrain a resident. I went into Seagull, and they were jumping the nurses' station, someone threw something at my head, I went into the medication room, and a nurse in there was crying.

e. "I said we need to call 911 (emergency services). When I called 911, I told them that a riot was going on and not enough staff.

f. "It is such a dangerous place, so many nurses have quit, everything is unsafe. Several staff locked ourselves in the medication room."

25. That the above reflects Respondent's failure to ensure that it maintained minimum staffing ratios at all times and for twenty-seven (27) consecutive days and to ensure staff have competencies to meet resident needs in emergent situations.

26. That the Agency cited the Respondent for a violation of the minimum requirements of law.

27. Under Florida law, in accordance with part II of chapter 408, the Agency may impose an administrative penalty of no more than $500 per day against any licensee that violates any rule adopted pursuant to this section and may suspend and revoke the license and deny the renewal application of such licensee. In imposing such penalty, the Agency shall consider the severity of the violation, actions taken by the licensee to correct the violation, and previous violations by the licensee. § 394.879(4), Fla. Stat. (2022).

28. 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, Fla. Stat. (2022).

WHEREFORE, the Agency intends to impose an administrative fine in the amount of thirteen thousand five dollars ($13,5000.00) against Respondent, a residential treatment center in the State of Florida, pursuant to §§ 394.879 and 408.813, Florida Statutes (2022).

COUNT III

29. The Agency re-alleges and incorporates paragraphs (1) through (5) of this administrative complaint as if fully set forth herein.

30. That under Florida law, the Agency shall require level 2 background screening for personnel as required in Section 408.809(1)(e) pursuant to Chapter 435 and Section 408.809. § 394.875(2), Fla. Stat. (2022).

31. Under Florida law, level 2 background screening pursuant to Chapter 435 must be conducted through the Agency on each of the following persons, who are considered employees for the purposes of conducting screening under Chapter 435: (a) The licensee, if an individual. (b) The administrator or a similarly titled person who is responsible for the day-to-day operation of the provider. (c) The financial officer or similarly titled individual who is responsible for the financial operation of the licensee or provider. (d) Any person who is a controlling interest if the Agency has reason to believe that such person has been convicted of any offense prohibited by Section 435.04. For each controlling interest who has been convicted of any such offense, the licensee shall submit to the Agency a description and explanation of the conviction at the time of license application. (e) Any person, as required by authorizing statutes, seeking employment with a licensee or provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, personal property, or living areas; and any person, as required by authorizing statutes, contracting with a licensee or provider whose responsibilities require him or her to provide personal care or

personal services directly to clients. Evidence of contractor screening may be retained by the contractor's employer or the licensee. § 408.809(1), Fla. Stat. (2022).

32. Under Florida law, every 5 years following his or her licensure, employment, or entry into a contract in a capacity that under subsection (1) would require level 2 background screening under chapter 435, each such person must submit to level 2 background rescreening as a condition of retaining such license or continuing in such employment or contractual status. For any such rescreening, the agency shall request the Department of Law Enforcement to forward the person's fingerprints to the Federal Bureau of Investigation for a national criminal history record check unless the person's fingerprints are enrolled in the Federal Bureau of Investigation's national retained print arrest notification program. If the fingerprints of such a person are not retained by the Department of Law Enforcement under s. 943.05(2)(g) and (h), the person must submit fingerprints electronically to the Department of Law Enforcement for state processing, and the Department of Law Enforcement shall forward the fingerprints to the Federal Bureau of Investigation for a national criminal history record check. The fingerprints shall be retained by the Department of Law Enforcement under s. 943.05(2)(g) and (h) and enrolled in the national retained print arrest notification program when the Department of Law Enforcement begins participation in the program. The cost of the state and national criminal history records checks required by level 2 screening may be borne by the licensee or the person fingerprinted. Until a specified agency is fully implemented in the clearinghouse created under s. 435.12, the agency may accept as satisfying the requirements of this section proof of compliance with level 2 screening standards submitted within the previous 5 years to meet any provider or professional licensure requirements of the agency, the Department of Health, the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Children and Families, or

the Department of Financial Services for an applicant for a certificate of authority or provisional certificate of authority to operate a continuing care retirement community under chapter 651, provided that: (a) The screening standards and disqualifying offenses for the prior screening are equivalent to those specified in s. 435.04 and this section; (b) The person subject to screening has not had a break in service from a position that requires level 2 screening for more than 90 days; and (c) Such proof is accompanied, under penalty of perjury, by an attestation of compliance with chapter 435 and this section using forms provided by the agency. (3) All fingerprints must be provided in electronic format. Screening results shall be reviewed by the agency with respect to the offenses specified in s. 435.04 and this section, and the qualifying or disqualifying status of the person named in the request shall be maintained in a database. The qualifying or disqualifying status of the person named in the request shall be posted on a secure website for retrieval by the licensee or designated agent on the licensee's behalf. § 408.809(2), Fla. Stat. (2022).

33. Under Florida law, in addition to the offenses listed in Section 435.04, all persons required to undergo background screening pursuant to this part or authorizing statutes must not have an arrest awaiting final disposition for, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not have been adjudicated delinquent and the record not have been sealed or expunged for any of the offenses or any similar offense of another jurisdiction listed in Section 408.809(4). § 408.809(4), Fla. Stat. (2022).

34. Under Florida law, if an employer or Agency has reasonable cause to believe that grounds exist for the denial or termination of employment of any employee as a result of background screening, it shall notify the employee in writing, stating the specific record that indicates noncompliance with the standards in this chapter. It is the responsibility of the affected employee to contest his or her disqualification or to request exemption from disqualification. The only basis for contesting the disqualification is proof of mistaken identity. § 435.06(1), Fla. Stat. (2022).

35. Under Florida law, (a) an employer may not hire, select, or otherwise allow an employee to have contact with any vulnerable person that would place the employee in a role that requires background screening until the screening process is completed and demonstrates the absence of any grounds for the denial or termination of employment. If the screening process shows any grounds for the denial or termination of employment, the employer may not hire, select, or otherwise allow the employee to have contact with any vulnerable person that would place the employee in a role that requires background screening unless the employee is granted an exemption for the disqualification by the Agency as provided under Section 435.07. (b) If an employer becomes aware that an employee has been arrested for a disqualifying offense, the employer must remove the employee from contact with any vulnerable person that places the employee in a role that requires background screening until the arrest is resolved in a way that the employer determines that the employee is still eligible for employment under this chapter. (c) The employer must terminate the employment of any of its personnel found to be in noncompliance with the minimum standards of this chapter or place the employee in a position for which background screening is not required unless the employee is granted an exemption from disqualification pursuant to Section 435.07. (d) An employer may hire an employee to a

position that requires background screening before the employee completes the screening process for training and orientation purposes. However, the employee may not have direct contact with vulnerable persons until the screening process is completed and the employee demonstrates that he or she exhibits no behaviors that warrant the denial or termination of employment. § 435.06(2)(a)-(d), Fla. Stat. (2022).

36. Under Florida law, any employee who refuses to cooperate in such screening or refuses to timely submit the information necessary to complete the screening, including fingerprints if required, must be disqualified for employment in such position or, if employed, must be dismissed. § 435.06(3), Fla. Stat. (2022).

37. Under Florida law, Level 2 background screening must be conducted for staff, including staff contracted by the facility to provide services to residents, pursuant to Sections 408.809 and 429.174, F.S. Rule 59A-36.010, Florida Administrative Code.

38. Under Florida law, a person who serves as a controlling interest of, is employed by, or contracts with a licensee on July 31, 2010, who has been screened and qualified according to standards specified in s. 435.03 or s. 435.04 must be rescreened by July 31, 2015, in compliance with the following schedule. If, upon rescreening, such person has a disqualifying offense that was not a disqualifying offense at the time of the last screening, but is a current disqualifying offense and was committed before the last screening, he or she may apply for an exemption from the appropriate licensing agency and, if agreed to by the employer, may continue to perform his or her duties until the licensing agency renders a decision on the application for exemption if the person is eligible to apply for an exemption and the exemption request is received by the agency within 30 days after receipt of the rescreening results by the person. The rescreening schedule shall be: (a) Individuals for whom the last screening was conducted on or before December 31,

2004, must be rescreened by July 31, 2013. (b) Individuals for whom the last screening conducted was between January 1, 2005, and December 31, 2008, must be rescreened by July 31, 2014. (c) Individuals for whom the last screening conducted was between January 1, 2009, through July 31, 2011, must be rescreened by July 31, 2015. § 408.809(5), Fla. Stat. (2022).

39. Under Florida law, "Staff" means any person employed by a facility; or contracting with a facility to provide direct or indirect services to residents; or employees of firms under contract to the facility to provide direct or indirect services to residents when present in the facility. The term includes volunteers performing any service which counts toward meeting any staffing requirement of this rule chapter. Rule 59A-36.002(34), Florida Administrative Code.

40. That on January 30, 2023, the Agency completed a survey of Respondent and its operations.

41. Based upon record review and interview, the Respondents failed to ensure that the Facility staff had the required background screening or exemption for staff members, the same being contrary to law.

42. That Petitioner's representative reviewed Respondent's personnel records during thew survey and noted:

a. Staff member "K":

    a. The staff member has been employed by Respondent since January 14, 2013.

    b. Criminal history background screening results documents his eligibility determination date as June 2, 2017 and the staff member was "eligible" at that time.

c. The staff member's fingerprints expired on May 30, 2022, as the staff member was due for a new background screening by June 2, 2022, falling in the every five (5) year screening requirement of law.

b. Staff member "M":

a. The staff member was an "agency nurse."

b. The staff member has worked for Respondent in the month of January 2023.

c. The staff member's criminal history background screening documents annotate "Agency review required."

43. That Petitioner's representative reviewed the Agency's criminal background screening website for staff member "K" and noted the annotation "A new screening required."

44. That Petitioner's representative interviewed Respondent's human resources director on January 30, 2023, commencing at 11:30 a.m., who indicated:

a. She acknowledged the above-described findings.

b. Staff member "M" is an "agency nurse" and the agency the nurse works for does the background screenings.

c. She did not review the background screening documents to determine whether staff member "M" was eligible for employment.

45. That providers are required to obtain and maintain such records as criminal history background screening for Agency review in personnel records. *See*, Rule 59A-36.015(2)(a), Florida Administrative Code.

46. That Respondent allowed individuals, in an employment or volunteer role, access to residents, their records, and property, without having obtained a criminal history background check on the individual, the same being contrary to the mandates of law.

47. The Respondent's actions or inactions constituted a violation of Sections 429.174 and 408.809, Florida Statutes (2022).

48. Under Florida law, in addition to the requirements of part II of Chapter 408, the Agency may deny, revoke, and suspend any license issued under this part and impose an administrative fine in the manner provided in Chapter 120 against a licensee for a violation of any provision of Part I or Chapter 429, Part II of Chapter 408, or applicable rules, or for any of the following actions by a licensee, for the actions of any person subject to level 2 background screening under Section 408.809, Florida Statutes, or for the actions of any facility employee: . . . Failure to comply with the background screening standards of Chapter 429, Part I, Section 408.809(1), or Chapter 435, Florida Statutes. § 429.14(1)(f), Fla. Stat. (2022).

49. Under Florida law, regardless of the class of violation cited, instead of the fine amounts listed in paragraphs (a)-(d), the agency shall impose an administrative fine of $500 if a facility is found not to be in compliance with the background screening requirements as provided in s. 408.809. § 429.19(2)(e), Fla. Stat. (2022).

50. Under Florida law, the Agency may impose an administrative fine for a violation that is not designated as a class I, class II, class III, or class IV violation. Unless otherwise specified by law, the amount of the fine may not exceed $500 for each violation. Unclassified violations include: Violating any provision of this part, authorizing statutes, or applicable rules. § 408.813(3)(b), Fla. Stat. (2022).

WHEREFORE, the Petitioner, State of Florida, Agency for Health Care Administration, seeks to impose an administrative fine of one hundred dollars ($100.00) against the Respondent.

COUNT III

51. The Agency re-alleges and incorporates paragraphs (1) through (5) and Counts I and II of this administrative complaint as if fully set forth herein.

52. That under Florida law, the Agency may deny or revoke the license of a Residential Treatment Center based upon the facility's (a) intentional or negligent act materially affecting the health or safety of a resident of the facility or (b) a violation of the facility's authorizing statutes or applicable rules, in this particular instance, Chapter 394, Part I, Florida Statutes (2022) and or Chapter 65E-9. Florida Administrative Code.

53. That Florida law provides, "In accordance with part II of chapter 408, the agency may impose an administrative penalty of no more than $500 per day against any licensee that violates any rule adopted pursuant to this section and may suspend and revoke the license and deny the renewal application of such licensee. In imposing such penalty, the agency shall consider the severity of the violation, actions taken by the licensee to correct the violation, and previous violations by the licensee." § 394.879(4), Florida Statutes (2022).

54. That Respondent has violated the minimum requirements of law of Chapters 394, Part I, and or Chapter 65E-9. Florida Administrative Code as described with particularity within this complaint.

55. That Respondent has a duty to maintain its operations in accord with the minimum requirements of law and to provide care and services at mandated minimum standards.

56. That Respondent has intentionally or negligently violated minimum standards, said action or inaction materially affecting the health or safety of its clients.

57. That the above reflect grounds for which the Agency may revoke Respondent's licensure to operate a Residential treatment center in the State of Florida.

58. That based thereon, individually and collectively, the Agency seeks the revocation of the Respondent's licensure.

WHEREFORE, the Agency intends to revoke the license of the Respondent to operate a residential treatment center in the State of Florida, pursuant to §§ 408.815 and 394.879(4), Florida Statutes (2022).

Respectfully submitted on this 16 day of February 2023.

Thomas J. Walsh II, Senior Attorney
Florida Bar No. 566365
Office of the General Counsel
Agency for Health Care Administration
15500 Lightwave Drive, Suite 100
Clearwater, FL 33760
Telephone: (727) 552-1947
Facsimile: (727) 552-1440
walsht@ahca,myflorida,com

NOTICE

The Respondent is notified that it/he/she has the right to request an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes. If the Respondent wants to hire an attorney, it/he/she has the right to be represented by an attorney in this matter. Specific options for administrative action are set out in the attached Election of Rights form.

The Respondent is further notified if the Election of Rights form is not received by the Agency for Health Care Administration within twenty-one (21) days of the receipt of this Administrative Complaint, a Final Order will be entered against the Respondent.

The Election of Rights form shall be made to the Agency for Health Care Administration and delivered to: Agency Clerk, Agency for Health Care Administration, 2727 Mahan Drive, Building 3, Mail Stop 3, Tallahassee, FL 32308; Telephone (850) 922-5873.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Administrative Complaint and Election of Rights form have been served U.S. Certified Mail, Return Receipt No. 7022 2410 0002 9376 5578 on February 10, 2023, to Patrick McDaniel, Administrator, SP Behavioral, LLC d/b/a Sandy Pines, 11301 Southeast Tequesta Terrace, Tequesta, Florida 33469, and by Regular U.S. Mail to Corporation Service Company, Registered Agent for SP Behavioral, LLC, 1201 Hays Street, Tallahassee, Florida 32301.

Thomas J. Walsh II

Copies furnished to:

Arlene Mayo-Davis
Field Office Manager
Agency for Health Care Administration

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

Re: AHCA v. SP Behavioral, LLC d/b/a Sandy Pines
Case Number: 2023002468

ELECTION OF RIGHTS

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

(Please use this form unless you, your attorney or your representative prefer to reply according to Chapter120, 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: 850-922-5873 Facsimile: 850-921-0158

PLEASE SELECT ONLY 1 OF THESE 3 OPTIONS

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

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

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

PLEASE NOTE: Choosing OPTION THREE (3), by itself, is NOT sufficient to obtain a formal hearing. You also must file a written petition in order to obtain a formal hearing before the Division of Administrative Hearings under Section 120.57(1), Florida Statutes. It must be received by the Agency Clerk at the address above **within 21 days** of your receipt of this proposed agency action. The request for formal hearing must conform to the requirements of Rule 28-106.2015, Florida Administrative Code, which requires that it contain:

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

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

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

Licensee Name: _____ License Number: _____

Contact Person: _____ Title: _____

Address: _____
Number and Street City Zip Code

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

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

Signed: _____ Date: _____

Print Name: _____ Title: _____

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION,

Petitioner,

vs. Case No.: 2023002468

SP BEHAVIORAL, LLC d/b/a SANDY PINES,

Respondent.
_____/

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE ADMINISTRATION,

Petitioner,

vs. Agency No: 2023001697

SP BEHAVIORAL, LLC, d/b/a SANDY PINES,

Respondent.
_____/

SETTLEMENT AGREEMENT

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

WHEREAS, Respondent was at all times relevant a residential treatment center for children and adolescents licensed pursuant to Chapters 394, Part IV, and 408, Part II, Florida Statutes (2022); and Chapter 65E-9, Florida Administrative Code; and

EXHIBIT 2

WHEREAS, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over Respondent, pursuant to Chapters 394, Part IV, and 408, Part II, Florida Statutes; and

WHEREAS, the Agency issued a Moratorium on Admissions to the Respondent as a result of the alleged identified deficiencies through an Emergency Immediate Moratorium on Admissions dated January 31, 2023 in Case number 2023001697; and

WHEREAS, the Agency served Respondent with an administrative complaint dated February 16, 2023, in Case number 2023002468 notifying the Respondent of the Agency's intent to revoke Respondent's licensure to operate a residential treatment center for children and adolescents in the State of Florida, and to impose administrative fines in the amount of thirteen thousand six hundred dollars ($13,600.00); and

WHEREAS, Respondent disputes the findings contained within the survey conducted by the Agency and denies the allegations of deficiencies in the Statement of Deficiencies, and affirmatively asserts that it has operated the Sandy Pines facility in compliance with applicable statutes and rules; and

WHEREAS, Respondent prepared and submitted a Plan of Correction in response to the alleged deficiencies identified in the Survey Report, and has at all times cooperated with the Agency to resolve all allegations, and to ensure the safety and welfare of the residents of the Sandy Pines facility; and

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

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

1. All recitals herein are true and correct and are expressly incorporated herein.

2. Both parties agree that the "whereas" clauses incorporated herein are binding findings of the parties.

3. Upon full execution of this Agreement, Respondent agrees to waive any and all appeals and proceedings to which it may be entitled related to this state proceeding including, but not limited to, an informal proceeding under Subsection 120.57(2), Florida Statutes, a formal proceeding under Subsection 120.57(1), Florida Statutes, appeals under Section 120.68, Florida Statutes; and declaratory and all writs of relief in any court or quasi-court of competent jurisdiction; and agrees to waive compliance with the form of the Final Order (findings of fact and conclusions of law) to which it may be entitled, provided, however, that no agreement herein shall be deemed a waiver by either party of its right to judicial enforcement of this Agreement.

4. Upon full execution of this Agreement and the adoption of this Agreement into a Final Order of the Agency:

a. Respondent shall pay thirteen thousand six hundred dollars ($13,600.00) in fines to the Agency within ninety (90) days of the entry of the Final Order.

b. The Emergency Immediate Moratorium on Admissions dated January 31, 2023 in Case number 2023001697 is lifted.

c. Count III of the Administrative Complaint seeking the sanction of license revocation is voluntarily dismissed.

d. Respondent shall monitor compliance with required staffing ratios on a daily basis and shall maintain an internal report documenting compliance or non-compliance for each shift. Such records shall be maintained by the facility and be made available to the Agency for review upon request.

e. If at any time compliance with minimum staffing ratios is not met at the facility, for any cause, for two (2) shifts within any forty-eight (48) hour period, Respondent shall voluntarily impose a moratorium on any additional admissions to the Respondent facility. The self-imposed moratorium may be lifted once the facility has obtained and maintained minimum staffing ratios on all shifts for five (5) consecutive days after imposition of the moratorium.

f. The internal reporting, analysis, documentation requirements, and the self-imposed moratorium requirements in sub-paragraphs (d) and (e) above shall remain in effect for a period of eighteen (18) months from the date of the Final Order adopting this Agreement.

g. Nothing in this Agreement estops or impedes the Agency from imposing administrative sanctions as a result of Respondent's future non-compliance with the minimum requirement of law, including, but not limited to, minimum staffing requirements.

5. Venue for any action brought to enforce the terms of this Agreement or the Final Order entered pursuant hereto shall lie in Circuit Court in Leon County, Florida.

6. By executing this Agreement, Respondent specifically denies, and the Agency asserts the validity of, the allegations raised in the Complaint and survey referenced herein. No agreement made herein shall preclude the Agency from imposing a penalty against Respondent for any deficiency/violation of statute or rule identified in a future survey of Respondent, pursuant to the provisions of Chapters 394, Part IV, and 408, Part II, Florida Statutes (2022); and Chapter 65E-9, Florida Administrative Code, including a "repeat" or "uncorrected" deficiency identified in the Survey.

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

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

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

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

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

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

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

14. Respondent agrees that if any funds to be paid under this agreement to the Agency are not paid within ninety-one (91) 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 has the capacity to execute 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 a facsimile signature suffices for an original signature.

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

Kimberly R. Smoak, Deputy Secretary
Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive, Building #1
Tallahassee, Florida 32308

DATED: 4-10-2023

Andrew T. Sheeran, General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308
Florida Bar No. 30799

DATED: 4/7/2023

Thomas J. Walsh II, Senior Attorney
Office of the General Counsel
Agency for Health Care Administration
15500 Lightwave Drive, Suite 100
Clearwater, Florida 33760
Florida Bar No. 566365

DATED: 4/6/23

/s/Stephen Burch
Geoffrey D. Smith, Esq.
Florida Bar No. 499250
Stephen B. Burch, Esq.
Florida Bar No. 90934
Smith & Associates
709 South Harbor City Boulevard, Suite 540
Melbourne, Florida 32940

DATED: 4/5/2023

Name: Patrick McDaniel
Title: Chief Executive Officer
SP Behavioral, LLC d/b/a Sandy Pines

DATED: 4-5-23