

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

FILED  
AHCA  
AGENCY CLERK  
2008 MAY 30 A 9 01

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

AHCA No.: 2007011973

AHCA No.: 2007011974

DOAH No.: 08-0385

v.

RENDITION NO.: AHCA-08-0385-S-OLC

HEALTH CARE AND RETIREMENT  
CORPORATION OF AMERICA d/b/a  
HEARTLAND HEALTH CARE –  
PROSPERITY OAKS,

Respondent.

\_\_\_\_\_ /

FINAL ORDER

Having reviewed the Amended Administrative Complaint dated March 17, 2008, attached hereto and incorporated herein (Exhibit 1), and all other matters of record, the Agency for Health Care Administration ("Agency") has entered into a Settlement Agreement (Exhibit 2) with the other party to these proceedings, and being otherwise well-advised in the premises, finds and concludes as follows:

ORDERED:

1. The attached Settlement Agreement is approved and adopted as part of this Final Order, and the parties are directed to comply with the terms of the Settlement Agreement.

2. Respondent shall pay an administrative fine in the amount of \$1,875.00. The administrative fine is due and payable within thirty (30) days of the date of rendition of this Order.

3. A check should be made payable to the "Agency for Health Care Administration." The check, along with a reference to these case numbers, should be sent directly to:

Agency for Health Care Administration  
Office of Finance and Accounting  
Revenue Management Unit  
2727 Mahan Drive, MS #14  
Tallahassee, Florida 32308

4. Unpaid fines pursuant to this Order will be subject to statutory interest and may be collected by all methods legally available.

5. A conditional license is imposed commencing September 12, 2007 and ending October 22, 2007.

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

7. The above-styled cases are hereby closed.

**DONE** and **ORDERED** this 21 day of May, 2008,  
in Tallahassee, Leon County, Florida.

  
Holly Benson, Secretary  
Agency for Health Care Administration

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.

Copies furnished to:

Alfred W. Clark, Esq. Attorney for Respondent 2214 Demeron Road Tallahassee, Florida 32308 (U. S. Mail)	Lourdes A. Naranjo, Esq. Assistant General Counsel Agency for Health Care Administration 8350 N. W. 52 Terrace – Suite 103 Miami, Florida 33166 (Interoffice Mail)
Finance & Accounting Agency for Health Care Administration 2727 Mahan Drive, MS #14 Tallahassee, Florida 32308 (Interoffice Mail)	Elizabeth Dudek Deputy Secretary Agency for Health Care Administration 2727 Mahan Drive, Bldg #1, MS #9 Tallahassee, Florida 32308 (Interoffice Mail)
Jan Mills Agency for Health Care Administration 2727 Mahan Drive, Bldg #3, MS #3 Tallahassee, Florida 32308 (Interoffice Mail)	Robert E. Meale Administrative Law Judge Division of Administrative Hearings 1230 Apalachee Parkway Tallahassee, Florida 32399

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Final Order was served on the above-named person(s) and entities by U.S. Mail, or the method designated, on this the 30<sup>th</sup> day of May, 2008.



Richard J. Shoop  
Agency Clerk  
Agency for Health Care Administration  
2727 Mahan Drive, Building #3  
Tallahassee, Florida 32308  
(850) 922-5873

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

AHCA No.: 2007011973

AHCA No.: 2007011974

v.

Return Receipt Requested:

7004 2890 0000 5525 7460

7004 2890 0000 5525 7514

7004 2890 0000 5525 7521

HEALTH CARE AND RETIREMENT  
CORPORATION OF AMERICA d/b/a  
HEARTLAND HEALTH CARE -  
PROSPERITY OAKS,

Respondent.

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AMENDED ADMINISTRATIVE COMPLAINT

COMES NOW the State of Florida, Agency for Health Care Administration (hereinafter "AHCA"), by and through the undersigned counsel, and files this amended administrative complaint against Health Care and Retirement corporation of America d/b/a Heartland Health Care - Prosperity Oaks (hereinafter "Heartland Health Care - Prosperity Oaks") pursuant to Chapter 400, Part II and Section 120-60, Florida Statutes, (2006) hereinafter alleges:

NATURE OF THE ACTION

1. This is an action to impose an administrative fine in the amount of \$2,500.00 pursuant to Sections 400.23(8)(b), Florida Statutes (2006), [AHCA No.: 2007011973].

EXHIBIT

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2. This is an action to impose a conditional licensure rating pursuant to Section 400.23(7)(b), Florida Statutes (2006), [AHCA No. 2007011974].

#### JURISDICTION AND VENUE

3. This court has jurisdiction pursuant to Section 120.569 and 120.57, Florida Statutes (2006), and Chapter 28-106, Florida Administrative Code.

4. Venue lies in Palm Beach County pursuant to Section 120.57, Florida Statutes (2006), and Rule 28-106.207, Florida Administrative Code (2006).

#### PARTIES

5. AHCA is the regulatory authority with regard to skilled nursing facilities licensure pursuant to Chapter 400, Part II, Florida Statutes (2006), and Rule 59A-4, Florida Administrative Code.

6. Heartland Health Care - Prosperity Oaks operates a 120-bed skilled nursing facility located at 11375 Prosperity Farms Road, Palm Beach Gardens, Florida 33410. Heartland Health Care - Prosperity Oaks is licensed as a skilled nursing facility under license number 1212096. Heartland Health Care - Prosperity Oaks was at all times material hereto a licensed facility under

the licensing authority of AHCA and was required to comply with all applicable rules and statutes.

COUNT I

HEARTLAND HEALTH CARE - PROSPERITY OAKS FAILED TO PROVIDE CARE AND SERVICES TO RESIDENTS.

SECTION 400.102, FLORIDA STATUTES  
SECTION 400.022(1)(1), FLORIDA STATUTES  
RULE 59A-4.019, FLORIDA ADMINISTRATIVE CODE  
(HEALTH AND SAFETY OF RESIDENT STANDARDS)

CLASS II

7. AHCA re-alleges and incorporates (1) through (6) as if fully set forth herein.

8. Heartland Health Care - Prosperity Oaks was cited with one (1) Class II deficiency found during a licensure survey that was conducted from September 10, 2007 to September 12, 2007.

9. A licensure survey was conducted from September 10, 2007 to September 12, 2007. Based on observation, record review and interview, it was determined the facility failed to provide care and services to 1 of 23 sampled residents (Resident #15). The facility failed to ensure adequate supervision to prevent injuries from a fall, which was avoidable, that resulted in a hip fracture for Resident #15. Findings include the following.

10. A review of the clinical record for Resident #15 revealed that the resident was originally admitted to the

facility on 4/16/1999 and was readmitted to the facility on 3/22/2007 after a brief hospitalization for an Open Reduction Internal Fixation of a left hip fracture.

11. The resident also had diagnoses that included Dementia, history of Cerebrovascular Accident (CVA) with the left sided weakness.

12. A 1/29/2007 Annual Minimum Data Set (MDS) documented that the resident had short and long term memory problems and was moderately impaired (decisions poor, cues/supervision required) for decision making regarding tasks of daily life. The resident was limited assistance of one person physical assist for bed mobility, walking in the room, and toilet use. The resident required supervision of one person physical assist for transfers. The resident also had a fall in the last 31 - 180 days.

13. A 8/9/2006 care plan was initiated that identified a problem that the resident needs assist for transfers, is at risk for falls and related injury secondary to old CVA with left hemiparesis. Also identified on this care plan was the resident's risk factor of "lack of awareness of safe parameters and impulsive behavior. Interventions identified on this care plan were:

- a. Keep environment free of clutter and obstacles
- b. Encourage the use of hipsters



- c. 1 person assist for transfers
- d. Remind the resident to call for assist
- e Re-educate re: calling for assistance (12/1/2006)

14. A review of the nurses' notes revealed that on 11/30/2006 at 8:30 PM, the resident was found on the floor in the bathroom. There was no apparent injury to the resident after this fall. The care plan was updated to re-educate the resident, re: calling for assistance.

15. A Falls MDS Rap module was completed on the resident. However there was no nurse's signature or date on this form. The form documented that the resident had incontinence and CVA with hemiparesis, resident received medication that contributed to the fall. The resident exhibited signs and symptoms of acute confusion, the resident wandered without regard to fatigue and the resident had cognitive factors or conditions impacting the resident's risk for falls.

16. The resident has a history of fall or multiple falls, unsteady gait, resident requires the use of an appliance to assist with locomotion (walker, cane, wheelchair) and the resident has the reduced or lost use of a limb (arm or leg).

17. The nurse documented that the resident "received sleeping medication, went to bed then woke up to go to the bathroom. Resident has a history of confusion that might have contributed to fall."

18. A 12/27/2006 8:30 PM nurse's note documented that the resident was out of bed in the bathroom. The resident "fell in sitting position". No apparent injury.

19. A Change in status - Fall Care TIP (Targeted Implementation Plan) was completed for this 12/27/2006 fall. Documented under the section of the Clinical Plan was the following:

- a. Monitor vital signs.
- b. Monitor changes in mental status for 72 hours  
Monitor changes in Activities of Daily Living (ADL) functions or appetite.
- c. Monitor changes in neurological status.
- d. Initiate or change device, e.g. mat on floor, clip or sensor alarm.
- e. Refer to other departments, e.g. rehabilitation therapy, pharmacy or activities.
- f. Initiate or review and modify interdisciplinary care plan to reduce the risk of fall.
- g. Recurrence or injury due to fall.

20. The facility failed to update the resident's care plan after this 12/27/2006 fall to reflect the resident's needs as indicated on the Fall Care TIP. The resident sustained two falls on the 3-11 shift within a month, related to not calling for the assistance of the staff for toileting needs.

21. A 3/13/2007 10:45 PM nurse's note documented that "upon entering the resident's room, the resident was lying on the floor on his/her left side. The resident stated that he/she was ambulating to the bed from the bathroom, using his/her cane and fell."

22. The resident complained of pain to the left hip. The resident was put to bed by the staff. The resident was unable to bear weight on his/her left leg. Physician notified and ordered an immediate (stat) X-Ray."

23. A 3/14/2007 Diagnostic Imaging Report of the pelvis documented that the resident had an "intertrochanteric displaced fracture of the left femur with superior migration of the distal fragment over-riding."

24. A March Florida ADL worksheet documented daily that the resident was continent for bowels and bladder on the 11-7 and 7-3 shifts and was incontinent of urine on the 3-11 shift. The resident required extensive assistance of one person for transfers on the 7-3 shift and on the 3-11 shift the resident was independent. The resident required extensive assistance of one person for toileting on the 7-3 shift and limited assistance on the 3-11 shift.

25. A review of the investigation of the fall documented that on 3/13/2007 at approximately 10:50 PM, the resident got up and was ambulating to the bathroom using his/her walker.

Resident misstepped and fell on his/her left side. The Resident was found on the floor by the Certified Nursing Assistant (CNA). Resident sustained a left hip fracture and was sent to an acute care facility for treatment.

26. A statement from the nurse documented that at 10:45 PM nurse was called to room --W. Resident was lying on the floor on his/her left side. The resident was alert and responsive. The resident stated that he/she was coming from the bathroom going to his/her bed and fell. Resident was using his/her cane. Staff picked resident up and put the resident into bed. Resident complained of left hip pain. No other injuries noted.

27. This investigation did not have any documentation concerning the resident's statement of what happened. There was not any documentation as to when the resident was last toileted, or whether the resident's call light was on or off at the time of the fall. Additionally, despite the resident having previous falls and risk factors of "lack of safety awareness and impulsive behavior", the facility did not implement interventions for the resident's assessed need for more supervision/and or monitoring.

28. The resident had multiple attempts of transferring without assistance, increasing periods of confusion and impaired judgment about abilities. The interventions documented were to continue to reeducate the resident to use the call light.

29. An interview was conducted with the resident on 9/11/2007 at 1:45 PM. The resident stated that the staff did not help him/her with toileting and prior to the resident breaking his/her hip, the resident felt that he/she had to toilet him/herself.

30. The resident also stated that the staff did not come fast enough to answer the call light. The resident then stated that he/she was a nurse, so he/she knew what should happen.

31. An interview was conducted with the MDS Coordinator on 9/12/2007 at 10:30AM. Reviewed the resident's MDS and care plan. Discussed with the coordinator concerning the resident's risk factors and the interventions documented. After much discussion, it was confirmed that other interventions were more appropriate for the resident's needs.

32. An interview was conducted on 9/12/2007 at 11:30 AM with the Administrator/Risk Manager. Reviewed the resident's fall. The Administrator felt that the interventions in place were appropriate and re-educating a resident that "lacked safety awareness and had impulsive behavior" was appropriate.

33. The facility wanted to have in place the least restrictive intervention. Discussed with the Administrator the use of sensors or alarms that was documented as a monitoring tool on the clinical care plan on the care TIP that was not

implemented. The resident was alert with some confusion. Reviewed the investigation with the Administrator.

34. Further documentation on the investigation for corrective action was "upon return to the facility the resident was reassessed and picked up by therapy. Resident re-educated on asking for help when needed. This was an isolated incident." The resident had 2 other documented falls associated with toileting within 90 days of the 3/13/07 fall.

35. The facility failed to address the resident's assessed needs to prevent further falls. The resident's fall was avoidable.

36. Based on the foregoing facts, Heartland Health Care - Prosperity Oaks violated Section 400.102, Florida Statutes (2006), Section 400.022(1)(1), Florida Statutes (2006), and Rule 59A-4.019, Florida Administrative Code, herein classified as an isolated Class II violation pursuant to Section 400.23(8), Florida Statutes (2006), which carries an assessed fine of \$2,500.00. This also gives rise to conditional licensure status pursuant to Section 400.23(7)(b), Florida Statutes (2006).

**DISPLAY OF LICENSE**

Pursuant to Section 400.25(7), Florida Statutes (2006), Heartland Health Care - Prosperity Oaks shall post the license in a prominent place that is clear and unobstructed public view at or near the place where residents are being admitted to the facility.

The conditional License is attached hereto as Exhibit "A"

**EXHIBIT "A"**

**Conditional License**

License # SNF1212096; Certificate No.: 14898

Effective date: 09/12/2007

Expiration date: 08/31/2008



PRAYER FOR RELIEF

WHEREFORE, the Petitioner, State of Florida Agency for Health Care Administration requests the following relief:

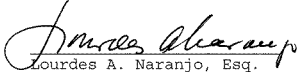
1. Make factual and legal findings in favor of the Agency on Count I.
2. Assess against Heartland Health Care - Prosperity Oaks an administrative fine of \$2,500.00 for the violation cited above.
3. Assess against Heartland Health Care - Prosperity Oaks a conditional license in accordance with Section 400.23(7), Florida Statutes.
4. Assess costs related to the investigation and prosecution of this matter, if applicable.
5. Grant such other relief as the court deems is just and proper.



Lourdes A. Naranjo, Esq.  
Fla. Bar No.: 997315  
Assistant General Counsel  
Agency for Health Care  
Administration  
8350 N.W. 52 Terrace - #103  
Miami, Florida 33166

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail, to Alfred W. Clark, Esq., P. O. Box 623, 2214 Demeron Road, Tallahassee, Florida 32308 on this 17<sup>th</sup> day of March, 2008.

  
Lourdes A. Naranjo, Esq.

CERTIFICATE #: 14898

LICENSE #: SNF1212096

# State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION  
DIVISION OF HEALTH QUALITY ASSURANCE

## SKILLED NURSING FACILITY

CONDITIONAL

This is to confirm that HEALTH CARE AND RETIREMENT CORPORATION OF AMERICA has complied with the rules and regulations adopted by the State of Florida, Agency For Health Care Administration, authorized in Chapter 400, Part II, Florida

Statutes, and as the licensee is authorized to operate the following

HEARTLAND HEALTHCARE - PROSPERITY OAKS  
11375 PROSPERITY FARMS ROAD  
PALM BEACH GARDENS, FL 33410

TOTAL 120 BEDS

STATUS CHANGE

ACTION EFFECTIVE DATE 09/12/2007

LICENSE EXPIRATION DATE 08/31/2008

*Elizabeth Sudek*  
Deputy Secretary, Division of Health Quality Assurance

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION,

Petitioner,

AHCA No.: 2007011973  
AHCA No.: 2007011974  
DOAH No.: 08-0385

v.

HEALTH CARE AND RETIREMENT  
CORPORATION OF AMERICA d/b/a  
HEARTLAND HEALTH CARE -  
PROSPERITY OAKS,

Respondent.

\_\_\_\_\_ /

SETTLEMENT AGREEMENT

Petitioner, State of Florida, Agency for Health Care Administration (hereinafter the "Agency"), through its undersigned representatives, and Respondent, Health Care and Retirement Corporation of America d/b/a Heartland Health Care - Prosperity Oaks (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 is skilled nursing facility licensed pursuant to Chapters 400, Part II, and 408, Part II, Florida Statutes (2007), Section 20.42, Florida Statutes (2007), and Chapter 59A-4, Florida Administrative Code; and

EXHIBIT

tabular

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**WHEREAS**, the Agency has jurisdiction by virtue of being the regulatory and licensing authority over Respondent, pursuant to Chapter 400, Part II, Florida Statutes; and

**WHEREAS**, the Agency served Respondent with an Amended Administrative Complaint on or about March 17, 2008, notifying the Respondent of its intent to impose an administrative fine in the amount of \$2,500.00, and assign a conditional licensure status commencing September 12, 2007 and ending October 22, 2007; and

**WHEREAS**, Respondent requested a formal administrative proceeding by selecting Option Three (3) on the Election of Rights form; 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 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, Respondent agrees to pay \$1,875.00 in administrative fines to the Agency within thirty (30) days of the entry of the Final Order. Respondent accepts the assignment of conditional licensure status commencing September 12, 2007 and ending October 22, 2007.

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 neither admits nor denies, and the Agency asserts the validity of the allegations raised in the administrative complaint referenced herein. The Agency agrees that it will not impose any further penalty against Respondent as a result of the surveys identified in the administrative complaint. However, 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, which constitutes a "repeat" or "uncorrected" deficiency from surveys identified in the administrative complaint. The parties agree that in such a "repeat" or "uncorrected" case, the deficiencies from the surveys identified in the administrative complaint shall be deemed found without further proof.

7. No agreement made herein shall preclude the Agency from using the deficiencies from the surveys identified in the administrative complaint in any decision regarding licensure of Respondent, including, but not limited to, demonstrating a pattern of deficient performance. The Agency is not precluded from using the subject events for any purpose within the jurisdiction of the Agency. Further, Respondent acknowledges and agrees that this Agreement shall not preclude or estop any other federal, state, or local agency 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 administrative complaint.

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 thirty-one (31) 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.

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

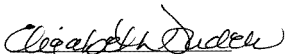
17. This Agreement supersedes any prior oral or written agreements between the parties.

18. This Agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void.

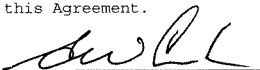
19. All parties agree that a facsimile signature suffices for an original signature.

THIS PORTION OF PAGE HAS BEEN LEFT BLANK DELIBERATELY

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



Elizabeth Dudek  
Deputy Secretary  
Division of Health Quality  
Assurance.  
Agency for Health Care  
Administration  
2727 Mahan Drive  
Tallahassee, Florida 32308



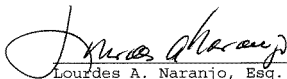
Alfred W. Clark, Esq.  
Attorney for Respondent  
2214 Demeron Road  
Tallahassee, Florida 32308

Dated: 5/24/2008

Dated: \_\_\_\_\_



Craig H. Smith  
General Counsel  
Agency for Health Care  
Administration  
2727 Mahan Drive  
Tallahassee, Florida 32308



Lourdes A. Naranjo, Esq.  
Assistant General Counsel  
Agency for Health Care  
Administration  
8350 N.W. 52 Terrace - #103  
Miami, Florida 33166

Dated: 5/25/08

Dated: April 23, 2008