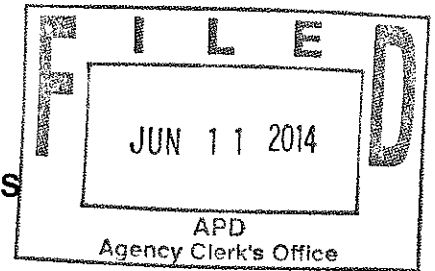


STATE OF FLORIDA
AGENCY FOR PERSONS WITH DISABILITIES



AGENCY FOR PERSONS WITH DISABILITIES,

Petitioner,
v.

DOAH Case NO. 12-3826
Rendition NO. APD-14-0028-FO

CARLTON PALMS EDUCATIONAL
CENTER, INC., a Florida Corporation,

Respondent.

_____ /

FINAL ORDER APPROVING SETTLEMENT STIPULATION

THIS CAUSE is before the Agency for Persons with Disabilities for the purpose of final agency action addressing the Settlement Stipulation entered into between the parties in this cause (attached at Exhibit A).

Upon consideration of the Settlement Stipulation, approved by the Agency on December 19, 2012, and being fully advised in the premises, **IT IS HEREBY ORDERED AND ADJUDGED:**

1. The Settlement Stipulation is hereby adopted and incorporated by reference;
2. The parties shall adhere to and abide by all the terms and conditions of the Settlement Stipulation; and
3. This Final Order shall take effect upon filing with the Clerk of the Agency for Persons with Disabilities.

DONE AND ORDERED in Tallahassee, Leon County, Florida, this 10th day of June, 2014.

Tom Rankin, Deputy Director of Operations
Tom Rankin, Deputy Director of Operations
Agency for Persons with Disabilities

Copies furnished to:

Mark Herron, Esq.
2618 Centennial Place
Tallahassee, Fl 32308

Claudia Llado, Clerk
Division of Administrative Hearings

Kurt E. Ahrendt, Esq.
Senior Attorney,
Agency for Persons with Disabilities

Harlow Middleton, Esq.
699 East 5th Ave.
Mount Dora, Fl 32757

APD Central Region Office

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this Final Order was provided to the above-named individuals at the listed addresses, by U.S. Mail, this 11th day of June, 2014.



David De La Paz, Esq., Agency Clerk
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 380
Tallahassee, Florida 32399-0950

**DIVISION OF ADMINISTRATIVE HEARINGS
STATE OF FLORIDA**

**AGENCY FOR PERSONS WITH DISABILITIES,
Petitioner,**

v.

DOAH Case No. 12-3826

**CARLTON PALMS EDUCATIONAL CENTER,
Owned and operated by Carlton Palms
Educational Center, Inc.,
Respondent.**

The Agency for Persons with Disabilities ("Agency" or "APD") provides, through its licensing authority and its license application procedures: provider qualifications, facility and client care standards, requirements for client records, requirements for staff qualifications and training, and requirements for monitoring foster care facilities, group home facilities, residential habilitation centers, and comprehensive transitional educational programs that serve agency clients.

Carlton Palms Educational Center, owned and operated by Carlton Palms Educational Center, Inc. ("Carlton Palms" or "Respondent"), serves children, adolescents and adults with autism, developmental disabilities, severe emotional disturbances, dual diagnoses, conduct disorders, medical concerns and related diagnoses. Individuals referred to Carlton Palms Educational Center require highly specialized treatment for significant behavioral problems, such as aggression, property destruction, and self-injurious behavior, and intensive teaching in life skills which have not been successfully addressed despite all previous attempts at treatment and training. Carlton Palms Educational Center's staff training procedures meet or exceed all applicable regulatory requirements, including extensive pre-service training, annual training in a comprehensive array of required and non-required curriculum areas, encompassing abuse and

neglect policies and reporting requirements, behavior management and emergency strategies and rules, individual human rights, HIPAA, medical practices and over a dozen other topics pertaining to individual care and treatment.

Further, to assure the safety of its residents and staff, Carlton Palms Educational Center conducts ongoing administrative and clinical monitoring of individuals, staff and the overall program through on-site observations, live interactive video, and closed circuit TV, distributed across all times and settings and averaging over 1,000 monitorings per month. Carlton Palms Educational Center is surveyed regularly in both announced and unannounced inspections by agencies which audit and document compliance to a comprehensive array of standards, and submits regular reports to agencies and families on individuals' progress and well-being.

Based on these circumstances, the Agency and Carlton Palms Educational Center desire to amicably settle and resolve all claims brought regarding DOAH Case No. 12-3826 and the Agency's administrative complaint, dated October 22, 2012, against license number 13001939A and 13002082A and to enhance the protection of persons with disabilities, and agree as follows:

AGREEMENT

1. Respondent agrees that it shall provide continuous, recorded, video monitoring to assure the safety of its staff and residents. All recordings created pursuant to the video monitoring system described in this paragraph must be retained for a period of at least 30 days after the date of the recording. The continuous, recorded, video monitoring system must include recording of all residential common areas of Carlton Palms Educational Center where live-feed video surveillance capabilities existed as of November 1, 2012. The Agency may review, at any time, all recordings made by the video monitoring and recording system.

2. If requested by the Agency for Persons with Disabilities, the Department of Children and Families, or by a law enforcement entity, the Respondent agrees that it shall retain recordings of specific incidents indefinitely during the course of an investigation.
3. Carlton Palms shall install a prototype video monitoring and recording system in two residential environments on or before December 20, 2012. Agency staff (Tom Rice and Clarence Lewis, or their designees) shall review and observe the capabilities of the prototype video monitoring and recording system to assure its compliance with the provisions of paragraph 1 of this Agreement. If the prototype monitoring system is deemed, by the Agency, to be in compliance with the requirements of paragraph 1 of this Agreement, Carlton Palms shall move forward with installation of the video monitoring and recording system as provided in paragraph 1.
4. If the video monitoring and recording system described in paragraph 1 is not fully implemented and operational before June 1, 2013, the Respondent shall be immediately subject to a moratorium on resident admissions pending the completion of the system. If the video monitoring system is fully implemented and operational at some point after June 1, 2013, the moratorium on admissions shall be removed immediately upon the notification described in paragraph 4 of this Agreement. In no event shall the moratorium on admissions to the Carlton Palms Educational Center exceed 180 days.
5. Within 30 days after the installation of the video monitoring and recording system as provided in paragraph 1, Agency staff shall review the system and notify the Respondent of any system features that are not in compliance with the terms of this agreement. Upon such notification, the Respondent shall have 30 days to remedy the deficiencies. If the

Respondent is unable to remedy the deficiencies within 30 days, the moratorium on admissions shall be applied or reinstated.

6. The Respondent agrees to conduct on-site unannounced inspections of each component center. These unannounced inspections will occur between 1:00 AM and 6:00 AM, and must be performed by managerial staff with supervisory authority over the direct care staff, including shift supervisors, assigned to the component centers. A brief written report must be generated after each of these inspections. The report shall include: the name of the manager performing the inspection, the component center inspected, the date and time of the inspection, and the direct care staff present during the inspection. The Agency may review, at any time, these inspection reports. This Agreement does not limit the Agency's authority, pursuant to section 393.067, Florida Statutes, to perform unannounced inspections of the Respondent's component centers at any time, including between 1:00 AM and 6:00 AM.
7. Before March 1, 2013, the Respondent agrees that every current and future employee of the Respondent will be required to sign an acknowledgement that each employee shall immediately call the Florida Abuse Hotline if they witness or suspect the abuse, neglect, or exploitation of facility residents. For purposes of this paragraph, the term "immediately" shall mean as soon as the employee is able to contact the abuse hotline without further endangering the facility's residents.
8. By executing this Agreement, Respondent neither admits nor denies the validity of the allegations raised in the DOAH case or administrative complaint referenced herein. No agreement made herein shall preclude the Agency from imposing a penalty against Respondent for any deficiency/violation of statute or rule which is not related to the

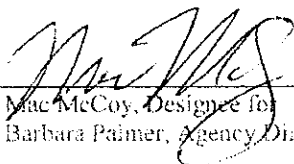
administrative complaint in this action. Further, this Agreement has no effect upon the parties' rights as described in their Medicaid Waiver Services Agreement.

9. Each party shall bear its own costs and attorney's fees.
10. Within 20 business days of the execution of this settlement, the Agency shall voluntarily withdraw the administrative complaint, dated October 22, 2012, against license numbers 13001939A and 13002082A.
11. Respondent, for itself and for its related or resulting organizations, successors, transferees, attorneys, heirs, and executors or administrators, does hereby discharge the State of Florida, Agency for Persons with Disabilities, and its agents, representatives, and attorneys 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 court, state court, or administrative forum, excepting any claims arising out of this Agreement, by or on behalf of the Respondent or related entities.
12. The undersigned have read and understand this agreement and have the authority to bind their respective principals to it.
13. This agreement contains and incorporates the entire understandings and agreements of the parties. This agreement supersedes and prior oral or written agreements between the parties. This agreement may not be amended except in writing. Any attempted assignment of this Agreement shall be void. This agreement consists of six (6) pages.
14. Notwithstanding the terms of paragraphs 3 and 4, breach of this Agreement by the Respondent shall result in the reinstatement of the second amended administrative

complaint against filed against the Carlton Palms Educational Center on October 22, 2012. Further, the Respondent waives any objections that it may have to the introduction of this Agreement or a facsimile of this Agreement in any proceedings that result from the breach of this settlement agreement. Except as otherwise provided herein, this Agreement may not be used or utilized by any other party in any forum.

15. The Respondent acknowledges that this agreement shall not be binding upon the Agency or have any force until signed by the Agency's Director or the Director's designee.
16. All parties agree that a facsimile signature suffices for an original signature.

PETITIONER: AGENCY FOR PERSONS WITH DISABILITIES

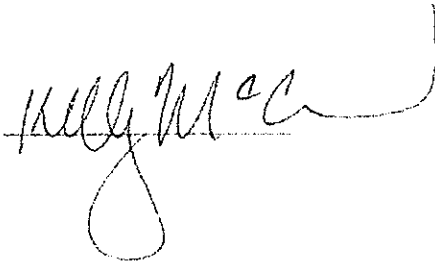
By: 
Mac McCoy, Designee for
Barbara Palmer, Agency Director

Date: 12-19-12

**RESPONDENT: CARLTON PALMS EDUCATIONAL CENTER, owned and operated by
Carlton Palms Educational Center, Inc.**

By (Print): KELLY MCCRAWN

By (Signature):



Date: DEC. 19, 2012

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

AGENCY FOR PERSONS WITH)
DISABILITIES,)
)
Petitioner,)
)
vs.) Case No. 12-3826
)
CARLTON PALMS EDUCATIONAL)
CENTER, OWNED AND OPERATED BY)
CARLTON PALMS EDUCATIONAL)
CENTER, INC.,)
)
Respondent.)
_____)

ORDER CLOSING FILE AND RELINQUISHING JURISDICTION

This cause having come before the undersigned on the Agency for Persons with Disabilities' Motion for Voluntary Withdrawal of Second Amended Administrative Complaint, and the undersigned being fully advised in the premises, it is, therefore,

ORDERED that:

1. Petitioner's Motion is granted.
2. The final hearing scheduled for January 23 and 24, 2013, is canceled.
3. The file of the Division of Administrative Hearings is closed. Jurisdiction is relinquished to the Agency for Health Care Administration.

DONE AND ORDERED this 26th day of December, 2012, in
Tallahassee, Leon County, Florida.

Barbara J. Staros

BARBARA J. STAROS
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675
Fax Filing (850) 921-6847
www.doah.state.fl.us

Filed with the Clerk of the
Division of Administrative Hearings
this 26th day of December, 2012.

COPIES FURNISHED:

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