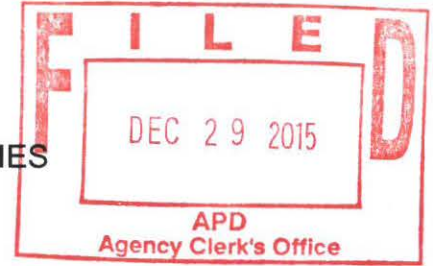


STATE OF FLORIDA  
AGENCY FOR PERSONS WITH DISABILITIES



Agency for Persons with  
Disabilities,

Petitioner,

v.

Society of St. Agnes, Inc.,

Respondent.

---

DOAH Case No. 15-1798FL  
RENDITION No. APD-15-16-023-FO

**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 14, 2015, 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 21<sup>st</sup> day of

December, 2015.



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

Copies furnished to:

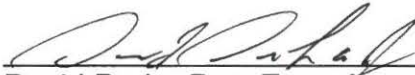
Geoffrey E. Parmer, Esq.  
Dogali Law Group, P. A.  
Ste. 1100  
101 East Kennedy Blvd.  
Tampa, FL 33602  
[GParmer@dogalilaw.com](mailto:GParmer@dogalilaw.com)  
(e-served)

Michael Sauve, Esq.  
C/O Andrew Langenbach, Esq.  
Senior Attorney  
Agency for Persons with Disabilities  
[Andrew.langenbach@apdcares.org](mailto:Andrew.langenbach@apdcares.org)

APD Central Region Office  
[Clarence.lewis@apdcares.org](mailto:Clarence.lewis@apdcares.org)

Claudia Llado, Clerk  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-3060  
(Filed via e-ALJ)

Copies of this Final Order were provided to the above-named individuals at the listed addresses, by U.S. Mail or electronic mail.



---

David De La Paz, Esq., Agency Clerk  
Agency for Persons with Disabilities  
4030 Esplanade Way, Suite 380  
Tallahassee, Florida 32399-0700

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

AGENCY FOR PERSONS WITH  
DISABILITIES,

Petitioner,

vs.

Case No. 15-1798FL

SOCIETY OF ST. AGNES, INC.,

Respondent.

---

ORDER CLOSING FILE AND RELINQUISHING JURISDICTION

This cause having come before the undersigned on the Joint Notice of Voluntary Dismissal, and the undersigned being fully advised, it is, therefore,

ORDERED that:

1. The final hearing scheduled for December 17 and 18, 2015, is canceled.
2. The file of the Division of Administrative Hearings is closed. Jurisdiction is relinquished to the Agency.

DONE AND ORDERED this 15th day of December, 2015, in Tallahassee, Leon County, Florida.

*D. R. Alexander*

---

D. R. ALEXANDER  
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 15th day of December, 2015.

COPIES FURNISHED:

David Martin De La Paz, Agency Clerk  
Agency for Person with Disabilities  
4030 Esplanade Way, Suite 380  
Tallahassee, Florida 32399  
(eServed)

Geoffrey E. Parmer, Esquire  
Dogali Law Group, PA  
Suite 1100  
101 East Kennedy Boulevard  
Tampa, Florida 33602  
(eServed)

Michael Sauve, Esquire  
Agency for Persons with Disabilities  
Suite S-430  
400 West Robinson Street  
Orlando, Florida 32801  
(eServed)

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

AGENCY FOR PERSONS WITH  
DISABILITIES,

CASE NO. 15-001798FL

PETITIONER,

Vs.

SOCIETY OF ST. AGNES, INC.,

RESPONDENT.

\_\_\_\_\_ /

**JOINT NOTICE OF VOLUNTARY DISMISSAL**

COMES NOW, PETITIONER AND RESPONDENT, by and through their respective counsel, files this Joint Notice of Voluntary Dismissal of the above referenced administrative action and request that the final hearing set for December 17 and 18 of 2015 be cancelled. The parties request jurisdiction over this matter be relinquished to the Agency for Persons with Disabilities for the issuance of a Final Order adopting and incorporating the attached fully executed Settlement Agreement.

Respectfully submitted,

/s/ Michael Sauvé  
Michael Sauvé  
Attorney for Petitioner  
Florida Bar No.: 85370  
Agency for Persons with Disabilities  
400 West Robinson St., Ste S430  
Orlando, Florida 32801  
Phone: (407) 245-0440, Ext. 612  
Fax: (407) 245-0578  
eMail: [Michael.Sauve@apdcares.Org](mailto:Michael.Sauve@apdcares.Org)

/s/ Geoffrey Parmer  
Geoffrey E. Parmer  
Attorney for Respondent  
Florida Bar No.: 0989258  
Dogali Law Group, P.A.  
101 E. Kennedy Blvd. Suite 1100  
Tampa, Florida 33602  
Phone: (813) 289-0700  
Fax: (813) 289-9435  
eMail: [GpParmer@dogalilaw.com](mailto:GpParmer@dogalilaw.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY, that a true and accurate copy of the foregoing has been sent by electronic mail to Geoff Parmer, Esq., Attorney for Respondent, at [GParmer@dogalilaw.com](mailto:GParmer@dogalilaw.com) on this 14th day of December, 2015.

By:

Respectfully submitted,

/s/ Michael Sauvé  
Michael Sauvé  
Attorney for Petitioner



STATE OF FLORIDA  
AGENCY FOR PERSONS WITH DISABILITIES

AGENCY FOR PERSONS  
WITH DISABILITIES,

Petitioner,

v.

SOCIETY OF ST. AGNES, INC.,

Respondent.

DOAH Case: 15-1798FL

License Numbers: 10000998  
10002999  
10002086

SETTLEMENT AGREEMENT

WHEREAS, The Society of St. Agnes, Inc. ("Respondent"), as owner/operator of the above mentioned group homes, and the Agency for Persons with Disabilities ("Petitioner", "Agency") wish to amicably resolve all claims brought before the Agency for License Numbers 10000998, 10002999, and 10002086.

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

1. Within forty-five (45) days from the execution of this Settlement Agreement, the Respondent shall submit to the Agency applications for re-licensure of group home licenses 10000998, 10002999, and 10002086.
2. Upon the Agency's receipt of the Respondent's re-licensure applications, the Agency shall complete relicensing inspections of each applicable group home.
3. Following each relicensing inspection, the Agency shall notify Respondent in writing of any license violations identified during the inspection within forty-eight (48) hours.
4. The Respondent shall correct all violations identified during the relicensing inspections within thirty (30) days from the date of its receipt of each written notification of license violations.
5. The Respondent shall demonstrate that any license violations identified during the relicensing inspections have been corrected by providing the Agency with evidence of the specific corrections within thirty (30) days from the date of its receipt of each written notification of license violations.

6. If the Respondent does not timely correct all of the license violations identified by the Agency following the relicensing inspections, the Respondent shall immediately relinquish the license or licenses with outstanding violations.
7. If there are no license violations identified during the relicensing inspections or if outstanding license violations identified during the relicensing inspections are resolved timely, the Agency shall promptly relicense the group home for the period of one year.
8. Immediately following successful re-licensure, each license held by the Respondent shall be subject to a twelve (12) month probationary period. The probationary period shall coincide with each license's effective date.
9. During the probationary period, the Agency shall send a monitoring team to each of the Respondent's licensed group homes to complete unannounced monthly inspections. The Agency's monitoring team shall consist of one nurse and one licensing specialist.
10. Following each unannounced monthly inspection, the Agency shall notify Respondent in writing of any license violations identified during the inspection within forty-eight (48) hours.
11. Each license violation found during the probationary period shall be designated as either a "Class I," "Class II," or "Class III" violation, consistent with the definitions set forth in Rule 65G-2.0041, Florida Administrative Code.
12. The Respondent shall correct all license violations identified during the unannounced monthly inspections within fifteen (15) days from the date of its receipt of each written notification of license violations.
13. The Respondent shall demonstrate that any license violations identified during the unannounced monthly inspections have been corrected by providing the Agency with a Corrective Action Plan as defined by Rule 65G-2.004(2), Florida Administrative Code, and evidence of the specific corrections within fifteen (15) days from the date of its receipt of each written notification of license violations.
14. The Respondent's failure to timely correct a license violation identified during an unannounced monthly inspection shall result in the violation carrying over into the next inspection month, regardless of whether or not the violation is corrected before the next unannounced monthly inspection.
15. During the twelve (12) month probationary period, the Respondent shall not accumulate one (1) or more Class I violation OR four (4) or more Class II

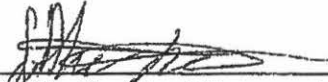


violations OR twenty (20) or more Class III violations per license. The Respondent shall relinquish any license that accumulates violations in excess of the requirements provided by this section during the probationary period.

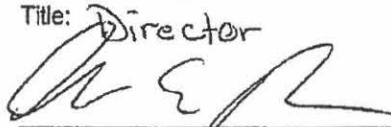
16. The Respondent's failure to timely correct a license violation identified during an unannounced monthly inspection that is carried over to the next inspection month shall be deemed a separate license violation of the same class. The Agency shall include the carried over violation when calculating the Respondent's accumulated license violations during the probationary period.
17. The Agency shall immediately notify the Respondent in writing if it accumulates license violations in excess of the requirements set forth in section 15 of this Settlement Agreement.
18. Upon receipt of notification, the Respondent shall relinquish any license that has accumulated violations in excess of the requirements of section 15 of this Settlement Agreement within thirty (30) days.
19. At the end of the probationary period, the Respondent shall submit to the Agency applications for re-licensure of the group homes that have successfully completed the probationary period.
20. The Respondent shall not seek re-licensure of a group home license that was relinquished subject to the terms of this Settlement Agreement for six (6) months following the relinquishment date.
21. Upon full execution of this Settlement Agreement, the Respondent will file a voluntary dismissal of the administrative appeal with the Florida Division of Administrative Hearings under Case Number 15-1798FL. Thereafter, the Agency shall enter a Final Order adopting and incorporating the terms of this Settlement Agreement and closing the Administrative Complaint filed on April 1, 2015.
22. By executing this Settlement Agreement, the parties stipulate that the settlement of this matter shall constitute a compromise of the disputed claims, and that this Settlement Agreement does not constitute an admission of liability by the Respondent for the facts contained in the Administrative Complaint against license numbers 10000998, 10002999, and 10002086.
23. The Respondent acknowledges that this proposed Settlement Agreement is subject to approval of the Director of the Agency for Persons with Disabilities, and that this Settlement Agreement will have no force and effect until signed by the Director or her designee.

24. This Settlement Agreement contains the entire understanding and agreements of the parties and supersedes any prior oral or written agreements between the parties. This Settlement Agreement may not be amended except in writing.
25. This Settlement Agreement is binding on all the parties herein and shall become effective on the date upon which it is fully executed by all the parties.
26. The undersigned have read and understand this Settlement Agreement and have the authority to bind their respective principals to it. All parties agree that a facsimile signature suffices for an original signature.
27. Venue for any action brought to interpret, challenge or enforce the terms of this Settlement Agreement shall lie solely in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.
28. The parties agree that each party shall bear its own costs and attorney's fees, unless legal action is required to enforce the terms of this Settlement Agreement, in which case the prevailing party will be entitled to recover reasonable attorneys' fees and costs incurred in the enforcement action from the non-prevailing party.
29. The 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 Persons with Disabilities, 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, excepting any claims arising out of this Settlement Agreement, by or on behalf of the Respondent.
30. To the extent that any provision of this Settlement Agreement is prohibited by law for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Settlement Agreement.
31. All parties enter into this Settlement Agreement freely and voluntarily and intend to be bound by the terms herein, and have sought or had the opportunity to seek legal counsel as evidenced by their signatures, effective as dated below.


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

  
\_\_\_\_\_  
For The Society of St. Agnes, Inc.  
Title: Director


Date: 12/11/2015

  
\_\_\_\_\_  
Geoff Parmer, Attorney for Respondent

Date: 12-11-15

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

Date: 12/14/15

  
\_\_\_\_\_  
Michael Sauve, Attorney for Petitioner  
Agency for Persons with Disabilities

Date: 12/14/15