

**STATE OF FLORIDA  
AGENCY FOR PERSONS WITH DISABILITIES**

**AGENCY FOR PERSONS  
WITH DISABILITIES,**

**Petitioner,**

v.

**Case No.: 20-2101FL**

**TUCKER HOUSE GROUP HOME,  
OWNED AND OPERATED BY  
THE DEVEREUX FOUNDATION, INC.,**

**Respondent.**

\_\_\_\_\_ /

**AGENCY FOR PERSONS  
WITH DISABILITIES,**

**Petitioner,**

v.

**Case No.: 20-2102FL**

**AQUARIUS GROUP HOME,  
OWNED AND OPERATED BY  
THE DEVEREUX FOUNDATION, INC.,**

**Respondent.**

\_\_\_\_\_ /

**FINAL ORDER APPROVING SETTLEMENT AGREEMENT**

This cause is before the Agency for Persons with Disabilities (“Agency”) for entry of a Final Order Approving Settlement Agreement entered into between the

Agency and the Devereaux Foundation (“Respondent”), which is attached as Exhibit A.

On March 19, 2020, the Agency filed Administrative Complaints against Respondent’s group homes, Tucker House Group Home (license number 7G459A) and Aquarius Group Home (license number 7G230A/C). On April 17, 2020, Respondent timely filed a Request for Administrative Hearing and the cases were referred to the Division of Administrative Hearings. On September 3, 2020, the Agency filed an Unopposed Motion to Relinquish Jurisdiction based on the parties’ resolution of the case without a need for a hearing, which the administrative law judge granted that same day.

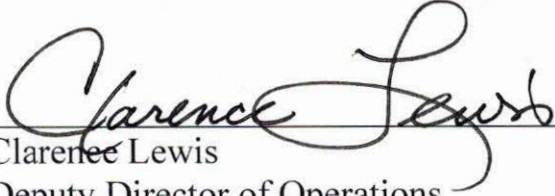
Upon consideration of the attached Amended Settlement Agreement approved by the Agency on September 2, 2020, and being fully advised in the premises, it is hereby ORDERED AND ADJUDGED:

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

4. Any violation of this Settlement Agreement is considered a violation of the Final Order.

DONE AND ORDERED in Tallahassee, Leon County, Florida, on

November 6, 2020 .

  
Clarence Lewis  
Deputy Director of Operations  
Agency for Persons with Disabilities

**NOTICE OF RIGHT TO APPEAL**

A party who is adversely affected by this final order is entitled to judicial review. To initiate judicial review, the party seeking it must file one copy of a "Notice of Appeal" with the Agency Clerk. The party seeking judicial review must also file another copy of the "Notice of Appeal," accompanied by the filing fee required by law, with the First District Court of Appeal in Tallahassee, Florida, or with the District Court of Appeal in the district where the party resides. The Notices must be filed within thirty (30) days of the rendition of this final order.<sup>1</sup>

Copies furnished to:

Trevor Suter, Esq.  
Agency for Persons with Disabilities  
4030 Esplanade Way, Suite 380  
Tallahassee, FL 32399-0950  
[Trevor.Suter@apdcares.org](mailto:Trevor.Suter@apdcares.org)

DOAH  
1230 Apalachee Parkway  
Tallahassee, FL 32399-3060  
*Filed via e-ALJ*

<sup>1</sup> The date of "rendition" of this Final Order is the date that the Agency Clerk certified it was sent to the named individuals.

Frances Allegra, Esq.  
COLE, SCOTT & KISSANE, P.A.  
Cole, Scott & Kissane Building  
9150 South Dadeland Boulevard  
Suite 1400  
Miami, Florida 33256  
[frances.allegra@csklegal.com](mailto:frances.allegra@csklegal.com)

Jeannette Estes  
Regional Operations Manager  
APD Central Region

I HEREBY CERTIFY that a copy of this Final Order was provided by regular US or electronic mail to the above individuals at the addresses listed on November 6, 2020.

/s/ *Danielle Thompson*  
Danielle Thompson, Esq.  
Agency Clerk  
Agency for Persons with Disabilities  
4030 Esplanade Way, Suite 335  
Tallahassee, Florida 32399-0950  
APD.Agencyclerk@apdcares.org

# Exhibit A

STATE OF FLORIDA  
AGENCY FOR PERSONS WITH DISABILITIES

IN THE MATTER OF:

THE DEVEREUX FOUNDATION, INC.

LICENSE NUMBERS:

7G230A/C<sup>1</sup>

7G460A

7G457A

7G364A/C

7G459A<sup>2</sup>

7G407A/C

## AMENDED SETTLEMENT AGREEMENT<sup>3</sup>

This Settlement Agreement is made by and between the State of Florida, Agency for Persons with Disabilities, 4030 Esplanade Way, Suite 380, Tallahassee, Florida, 32399-0950 ("Agency" or "APD") and The Devereux Foundation, Inc., 400 T.G. Lee Blvd., Suite 400, Orlando, Florida 32822 ("Devereux"), (collectively, "parties").

WHEREAS, this matter originated from multiple verified findings of abuse, neglect, or exploitation of vulnerable residents of the Aquarius Group Home, Warren Pearce Group Home, Morrison House Group Home, Gallagher Group Home, Tucker House Group Home, and Eagle Group Home, owned and operated by The Devereux Foundation, Inc.

WHEREAS, the Agency and Devereux, have determined that it is in the best interest of the parties to enter into this Agreement to avoid the uncertainty of litigation and related costs. The Agency's determination to enter into this Settlement Agreement is based on the specific facts and circumstances of this case and has no applicability to any other matter arising or that may arise from actions taken by the Agency against providers under Chapter 393, Florida Statutes.

THEREFORE, the parties agree as follows:

1. The parties agree that since the original execution of this Agreement on April 12, 2019, Devereux has timely complied with all of the tasks and the parties agree that since the execution of the original Agreement, Devereux's overall compliance has been satisfactory.

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<sup>1</sup> This license number is in reference to Devereux's Aquarius Group Home, see footnote 3.

<sup>2</sup> This license number is in reference to Devereux's Tucker Group Home see footnote 3.

<sup>3</sup> On March 19, 2020, the Agency for Persons with Disabilities filed new administrative complaints against the Aquarius Group Home (License Number 7G230 A/C) and the Tucker Group Home (License Number 7G459A). This Amendment addresses these new complaints as well as the original complaints listed above.

2. Devereux shall initiate and fully complete the following terms within **30 days** of execution of this Settlement Agreement, and the terms shall continue in effect for **two years**<sup>4</sup> following execution of the Settlement Agreement unless otherwise specified:

a.) Devereux agrees:

To retrain all staff on individual resident behavior plans for their assigned group homes, facility shift communication logs, and how and when to properly document body check forms. Devereux agrees to submit documentation of retraining to APD within 30 days of execution of this agreement.

b.) Training: Devereux will increase its reactive strategies training that includes safe restraint, de-escalation, and positive re-direction. This training will occur every 6 months, instead of annually (as required by APD). The training is a min of 6 hours. Staff working in Aquarius and Tucker are the staff subject to this provision.

c.) Devereux will continue the early implementation of its new national program called Positive Behavior Interventions and Supports (PBIS) with a goal of full implementation for these group homes by September 30, 2020.

d.) Devereux agrees:

Home managers and behavior analysts will review behavior service plan data, facility shift communication logs, and body check forms daily, and document their reviews. Individual staff will receive documented retraining when deficiencies are observed.

e.) Devereux agrees:

All staff will be retrained on providing the appropriate level and type of supervision for each resident, according to the resident's specific needs and required level of supervision. Staff will be retrained on resident supervision after behavior plans are reviewed by the Local Review Committee ("LRC") and whenever changes occur to individual resident supervision needs. Devereux to submit documentation of retraining on appropriate level and type of resident supervision to APD within 30 days of execution of this agreement. Devereux to submit policy regarding frequency and circumstances under which staff will be retrained on individual residents' behavior plans to APD within 30 days of execution of this agreement. The policy will address retraining of staff after LRC reviews of behavior plans, changes to individual resident supervision needs, and routine, ongoing refresher training of staff.

f.) Devereux Agrees:

To review direct care staffing patterns and schedules in each licensed facility to ensure that APD-approved staffing patterns are maintained. Devereux must develop comprehensive contingency plans to ensure homes follow the approved staffing patterns, obtaining and utilizing back-up staff as necessary. Staffing levels must reflect the level of approved funding and supports and be appropriate to the level of support

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<sup>4</sup> See early termination clause, section 5 on page 5. If the parties agree, this Agreement could be satisfied and closed as soon as the terms are completed. As a result of closure, all administrative complaints would be dismissed by the agency.

and supervision needed for the specific residents in each home, including the time of the day and night, and the activities that take place in the home. Devereux agrees to submit documentation of the review of staffing patterns and schedules, and contingency plans to ensure adequate staffing, to APD within 30 days of execution of this agreement.

g.) Devereux agrees:

In any home with video cameras, the Devereux Behavior Analyst ("BA") and Home Manager, Continuous Quality Improvement Specialist or Program Director will review recorded video of the following incidents within twenty-four hours from date of incident:

- At least 25% of all reactive strategies as defined in Ch. 65G-8, Florida Administrative Code, including crisis intervention restraint procedures;
- Any incidents that result in injury to residents;
- Any incidents that involve any allegations of abuse, neglect or exploitation.

All video reviews will be performed by a staff member that has received training of the techniques being reviewed and the outcome of each review must be documented in writing by the BA, Home Manager, Continuous Quality Improvement Specialist or Program Director.

Devereux must also conduct periodic random samplings of recorded video to help detect possible abuse, neglect, or exploitation or violations of employee conduct standards.

A copy of the recorded video must be made available for review by APD staff within one business day of Devereux management review, when requested by the Agency.

When video is requested by the Agency, Devereux agrees to retain a copy of that video for up to seven (7) years (or for a retention period required by law).

In the event that the Agency receives a Public Records request for a copy of Devereux recorded video, Devereux agrees to provide a redacted copy of the video to the Agency within 30 days, at no cost to the Agency.

h.) Devereux agrees:

To ensure all staff are trained on reactive strategies and crisis intervention procedures and such documentation is present and available in the licensed facilities. Behavioral implementation plan documentation and reactive strategies utilized will be reviewed and discussed during monthly Devereux staff meetings at each group home (as appropriate). Hands on teaching and review of recorded video, if applicable, will be provided to the staff so that they have opportunities to practice crisis intervention procedures and demonstrate their competency. Devereux will provide documentation of monthly group home staff meetings to the Agency on a quarterly basis.

i.) Devereux agrees:

To develop and implement additional training for staff on: prevention, de-escalation procedures and replacement behaviors. Staff will also be retrained on general behavioral principles including prohibited procedures and Zero Tolerance for punishment and discipline as behavior management (unless Zero Tolerance training has been taken within

90 days of execution of this Settlement Agreement). Devereux to submit a copy of this training to APD Central Region for review and approval **within 15 days** of the execution of the Settlement Agreement. Devereux to provide verification of staff participation in the trainings **within 45 days** of the execution of this Settlement Agreement. Documentation to include staff names, the location and dates the training(s) were held.

j.) Devereux agrees:

To develop and/or revise policies and procedures for when staff must seek medical attention for residents, including documentation of any injuries of any type, accidents, or changes in medical condition, and reporting protocols. All staff will be retrained on these policies and procedures, with documentation of the policy, procedures, and training provided to APD within 30 days of execution of this agreement. Devereux will review the implementation of the medical attention policy and procedures monthly, document any deficiencies and provide documented retraining to staff as needed.

k.) On a quarterly basis, Devereux will provide a list of staff working in every APD group home for APD to review and discuss if necessary.

l.) Devereux agrees:

To retrain all staff on Devereux's sexual activity policy within 30 days of the execution of the Settlement Agreement. Devereux to provide verification of staff participation in the training to the Agency within 45 days of the execution of this Settlement Agreement. Verification documentation to include staff names, the location and dates the training(s) were held. Additionally, Devereux's sexual activity policy and prohibited staff conduct will be discussed with staff at least once per quarter in each group home. Devereux to report all sexual policy trainings, activities or policy discussions from the group home staff meetings to the Agency as part of the quarterly meetings (as stated in 2. b and i).

m.) Devereux agrees:

All incidents, changes in residents' physical, behavioral or medical conditions, and new or changed resident care orders must be documented in the shift communication log and reported to the group home manager and program director daily. The manager and/or program director will review and document the shift logs daily and notate what follow up was indicated and completed. All staff will be retrained on these policies and procedures, with the policy, procedures, and documentation of training provided to APD within 30 days of execution of this agreement. Devereux will review the implementation of the communication policy and procedures monthly, document any deficiencies and provide documented retraining to staff as needed.

n.) Devereux agrees:

To develop or revise policy and procedures for transportation of residents, along with a checklist for direct care staff, to ensure that residents are safely transported and accounted for. All staff will be retrained on this policy and procedures, with the policy, procedures, and documentation of training provided to APD within 30 days of execution of this agreement. Devereux will review the implementation of the transportation policy and procedures monthly, document any deficiencies and provide documented retraining to staff as needed.

o.) Devereux agrees:

To develop or revise policy and procedures for employees alleged to have committed abuse, neglect, sexual abuse, or exploitation that removes them from resident contact and direct access to residents' living areas or property during the investigative process.



The policy and procedures will specify what disciplinary action will be taken by Devereux in response to the occurrence of abuse, neglect, sexual abuse, or exploitation and how resident rights, health, and safety will be protected. All staff will be retrained on this policy and procedures, with the policy, procedures, and documentation of the training provided to the Agency.

p.) Devereux agrees:

To implement additional quality assurance measures by performing ongoing data analysis of critical, reportable, and internal incident reports, behavioral data, medical issues, and any other unusual occurrences. Devereux will use analysis of the data to spot problems and identify trends, then develop and implement action plans to address problems or trends and reduce the occurrence of abuse, neglect, and exploitation. Devereux will conduct internal reviews of all alleged and verified findings of abuse, neglect, sexual abuse, and exploitation to assess and improve the effectiveness of Devereux's efforts to detect warning signs and prevent future occurrences.

Devereux will provide documentation of the data analysis, internal reviews of alleged and verified findings of abuse, neglect, sexual abuse, and exploitation, and results to the quarterly meetings with the Agency.

q.) Devereux agrees;

To develop and utilize a management oversight system which involves ongoing, on-site monitoring by the Clinical Manager, the Regional Administrator, Program Director, or Program Managers. They will conduct bi-weekly (at a minimum) unannounced visits to the group homes to evaluate resident care during evening hours, overnights and on weekends. Management review during visits to include determination of adequate staffing, review of communication logs, behavioral data, incident reports, medication administration records, and physical plant for any repairs or maintenance needed.

Devereux will document and log the management oversight group home visits. The log will include names of personnel, home(s) visited and date/times of the visits. Personnel are to use monitoring forms to record their findings in the homes. The logs and monitoring tools shall be brought to the quarterly meetings for review by the Agency.

3. For **two years** following the execution of this Settlement Agreement, Devereux's Executive Director, Clinical Director and other supervisory or management staff must meet, at a time to be determined and coordinated by the Agency, with the Agency's Central Regional Operations Manager and/or designees at the APD Orlando Regional Offices on a quarterly basis to:

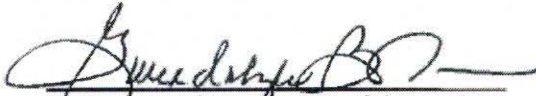
- a. Review any deficiencies noted in the previous quarter's monitoring visits and/or annual licensing visit;
- b. Provide documentation of the monthly group home staff meetings;
- c. Present a trend analysis of the previous quarter's reactive strategy procedures that were implemented within the group homes;
- d. Provide a graph or chart of all internal, reportable, and critical incident reports for the previous quarter, grouped by type, and provide analysis of whether incidents were handled appropriately, reported in a timely manner, and if required follow up was completed;
- e. Provide updates regarding employees involved in any DCF or law enforcement investigations, including documentation of employment status and/or disciplinary action taken;

- f. Provide documentation of video reviews conducted and outcomes of reviews, pursuant to item 1.e.;
  - g. Present quarterly updates on the ongoing quality assurance efforts implemented by Devereux to ensure that residents' medical, behavioral, and supervision needs are met and that they are free from abuse, neglect or exploitation;
  - h. Provide management logs and monitoring tools (from the on-site management bi-weekly visits) for review by the Agency;
  - i. Review of any new or updated policies/procedures, staffing schedules, or trainings, etc. that have not already been submitted to the Agency;
  - j. Review all requirements and terms of the executed Settlement Agreement to ensure ongoing compliance.
4. APD shall, as soon as possible and certainly at every quarterly meeting to review this agreement, transparently communicate to Devereux any matter that is causing the agency to consider filing a new action. The parties agree to keep the lines of communication open, clear and transparent about any pending action before it is filed. The parties agree to make the quarterly meetings an opportunity for a useful and meaningful exchange of information about compliance with the agreement and improving the parties' relationship and system of care.
  - k.
5. Devereux agrees that any new or updated policies/procedures, staffing patterns, or trainings will be submitted to the appropriate APD Regional offices (depending on where the group home is located) for review and approval **within five (5) business days** of revising or creating the policy/procedure (or at the quarterly meetings, whichever is soonest).
6. Devereux agrees to implement appropriate corrective action within **30 days** of being notified of any future violations of rule or statute and submit such documentation to the Agency within the time requested.
7. **The amended agreement will be monitored until the end of the originally agreed date (April 2021).** The Agency will evaluate Devereux's compliance with the terms of this Settlement Agreement. If the Agency determines that Devereux is materially compliant with this Settlement Agreement, they shall provide notice in writing to Devereux that the terms of the Settlement Agreement have been completed and this agreement shall be successfully terminated sooner.. If the Agency determines that Devereux has not materially complied with all terms of this Settlement Agreement, the Settlement Agreement shall continue in effect until April 12, 2021.
8. If Devereux materially complies with this Settlement Agreement, the Agency agrees not to file an administrative complaint for the violations identified prior to the execution of this Settlement Agreement.
9. Any verified breach by Devereux of the terms of this agreement may result in administrative action pursuant to Section 393.0673, and Chapter 120, Florida Statutes.
10. This Settlement Agreement supersedes and replaces any prior oral or written agreements between the parties. All terms and conditions of this settlement are fully set forth in this document and no other material terms of settlement exist outside this document.
11. Each signatory to this Settlement Agreement will sign and date the document and

email it to the counsel for the Agency, Trevor Suter, who will distribute copies to all parties once all signature pages are received. The document can be emailed to [trevor.suter@apdcares.org](mailto:trevor.suter@apdcares.org).

12. This Settlement Agreement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.
13. 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. Venue for enforcement by either party of any alleged breach of this Settlement Agreement shall lie exclusively in the Second Judicial Circuit in and for Leon County, Tallahassee, Florida.
14. This Settlement Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.

**THE DEVEREUX FOUNDATION, INC.**

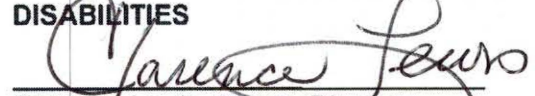


Gwendolyn Skinner, VP of Operations  
5850 T.G. Lee Blvd., Suite 400  
Orlando, FL 32822

9/1/20

Date

**AGENCY FOR PERSONS WITH  
DISABILITIES**



Clarence Lewis, Deputy Director  
Agency for Persons with Disabilities

9/2/2020

Date