

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

**AGENCY FOR PERSONS
WITH DISABILITIES,**

Petitioner,

v.

**DOAH Case No.: 20-4473FL
License No.: 5654-6-GA**

**BURKE STREET GROUP HOME,
OWNED AND OPERATED BY
SANTA MARIA HOME CARE, 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 Santa Maria Home Care, Inc. (“Respondent”), which is attached as Exhibit A.

On September 3, 2020, the Agency filed an Administrative Complaint against Respondent. On October 7, 2020, Respondent filed a Request for Administrative Hearing and the case was referred to the Division of Administrative Hearings. On December 15, 2020, the Agency filed an Unopposed Motion to Relinquish Jurisdiction to the Agency Due to Settlement based on the parties’ resolution of the

case without a need for a hearing. The Division of Administrative Hearings issued out an Order closing the file and relinquishing jurisdiction on December 17, 2020.

Upon consideration of the attached Settlement Agreement approved by the Agency on December 15, 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
January 14 _____, 2022.


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.¹

Copies furnished to:


Trevor Suter, Esq.
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 380
Tallahassee, FL 32399-0950
Trevor.Suter@apdcares.org

Rory B. Weiner, Esq.
Rory B. Weiner, P.A.
Lumsden Executive Park
635 West Lumsden Road
Brandon, Florida 33511-5911
rweiner@roryweiner.com
jwallace@roryweiner.com

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

Michael Taylor
Regional Operations Manager
APD Suncoast 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 _____
January 14, 2022.



Nathan Koch, Esq.
Agency Clerk
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 335
Tallahassee, FL 32399-0950
apd.agencyclerk@apdcares.org

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

STATE OF FLORIDA
AGENCY FOR PERSONS WITH DISABILITIES

IN THE MATTER OF:

SANTA MARIA HOME CARE, INC.,
_____ /

LICENSE NUMBER: 5654-6-GA

SETTLEMENT AGREEMENT

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 Santa Maria Home Care, Inc. (“Santa Maria”, or “Respondent”), 3808 North Lincoln Avenue, Tampa, Florida 33607 (collectively, “parties”).

WHEREAS this matter originated from verified findings of neglect and abuse committed against vulnerable minor residents of the Burke Street Group Home, owned and operated by Santa Maria Home Care, Inc.

WHEREAS, on September 3, 2020, the Agency filed an administrative complaint against Burke Street Group Home in Case No. 20-4473FL, owned and operated by Santa Maria Home Care, Inc.

WHEREAS, the Agency and Santa Maria Home Care, Inc. 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.

THEREFORE, the parties agree as follows:

1. Unless otherwise indicated, Santa Maria Home Care, Inc. shall initiate and fully implement the following actions within **45 days** of execution of this Settlement Agreement and shall continue such actions for **two years** following execution of this Settlement Agreement:
 - a.) Santa Maria Home Care, Inc. agrees to terminate the employment of any employee verified by the Department of Children and Families to have committed abuse, neglect, or exploitation that occurs on or after the date of execution of this Settlement Agreement. Termination of employment shall occur immediately upon notification of the verified findings of abuse, neglect, or exploitation.
 - b.) Santa Maria will ensure that all ownership and management of Santa Maria Home Care, Inc. and all staff assigned to work at Burke Street Group Home are retrained

- on Zero Tolerance. Certificates of completion for all staff must be provided to APD, along with the current Clearinghouse employee roster for Burke Street Group Home.
- c.) Santa Maria will ensure that all staff assigned to work at Burke Street Group Home are re-certified in Professional Crisis Management (“PCM”), which is an approved emergency procedure curriculum. Certificates of completion for all staff re-certified must be provided to APD, along with the current Clearinghouse employee roster for Burke Street Group Home.
 - d.) Santa Maria will ensure that all staff assigned to work at Burke Street Group Home are retrained by a behavior analyst on each resident’s behavior analysis support plan, to include the individual supervision needs of each resident. Written verification of the training from the BCBA shall be provided to APD and include the date, staff names, the type of training, who conducted the training and the credentials of the person conducting the training, along with the current Clearinghouse employee roster for Burke Street Group Home.
 - e.) Santa Maria will ensure that all ownership and management of Santa Maria Home Care, Inc. and all staff assigned to work at Burke Street Group Home are retrained on incident reporting requirements and procedures. Such training shall include descriptions of critical and reportable incident types, time frames for reporting, and how reports shall be documented and submitted to the Agency. Documentation of the training shall be provided to APD, along with the current Clearinghouse employee roster for Burke Street Group Home. Written verification of the training shall include the date, staff names, the type of training, and the trainer name and credentials.
2. Santa Maria agrees to review staffing patterns in the Burke Street Group Home and revise as needed, but no less frequently than monthly and prior to admission of any new client, to ensure sufficient staff are present for effective implementation of behavior plans, meet resident-specific supervision needs, and to allow staff passing medications during scheduled medication administration times to do so with undivided attention.
 3. Santa Maria will notify the Agency in the event a referral for placement is accepted. Upon accepting the placement referral, within 15 days, Santa Maria will provide the Agency with an updated employee schedule and staffing calculations sheet for the Burke Street Group Home to ensure adequate staff are present in the facility.
 4. Santa Maria will submit to the Agency a table of organization identifying the management structure for the Burke Street Group Home and will develop a system of unannounced visits at least twice weekly by either the management or Santa Maria Home Care, Inc. president Marie Chery.
 5. Santa Maria will develop a Quality Assurance Checklist to use during unannounced visits. The checklist will include basic health and safety items to be reviewed, document the staff and residents present at the time of the visit, the date, time, and duration of the visit, and


include other items such as the level of staff engagement with consumers and whether the residents are engaged in meaningful activities during the visit.

6. A log of such visits, including observations and any actions taken by Santa Maria in response, will be maintained and made available to the Agency upon request.
7. For two years, Santa Maria agrees that all staff assigned to work at Burke Street Group Home must be certified in Professional Crisis Management, complete 20 hours of behavior analysis training, and be trained on the individual behavior plans for each resident **prior** to providing any direct care services to residents. Any staff with an expired certification in Professional Crisis Management shall be removed from providing any direct care services to residents until they have renewed their PCM certification. Staff who fail to successfully complete PCM certification or re-certification shall not be permitted to provide any direct care services to residents. Certification and training will be documented, with such documentation made available to the Agency upon request.
8. For two years, Santa Maria agrees to have the behavior analyst providing clinical oversight of the Burke Street Group Home provide behavioral training for staff monthly. Written verification of the training shall be provided to APD monthly and include the date, staff names, the training topics, who conducted the training and the credentials of the person conducting the training. A copy of the current Clearinghouse employee roster for Burke Street Group Home will be submitted each month with the training documentation.
9. For two years, Santa Maria agrees to have the behavior analyst providing clinical oversight of the Burke Street Group Home conduct monthly reviews of monitoring completed by the client-specific behavior analyst, and schedule retraining as indicated by the proficiency scores. Documentation of the monthly reviews and retraining, as needed, shall be maintained and made available to the Agency upon request.
10. For two years, Santa Maria agrees to notify APD of any personnel change with the behavior analyst providing clinical oversight of the Burke Street Group Home within 15 days of the change and provide a copy of the contract for the new behavior analyst providing clinical oversight to the Agency.
11. Santa Maria Home Care, Inc. will submit all documentation specified in this Settlement Agreement to APD Residential Program Supervisor Myra Leitold at Myra.Leitold@apdcares.org or 1313 N. Tampa Street, Suite 515, Tampa, Florida 33602.
12. Any verified breach by Santa Maria of the terms of this agreement may result in administrative action pursuant to section 393.0673, and Chapter 120, Florida Statutes. The parties agree that this settlement agreement may be enforced in circuit court in Leon County, Florida.
13. 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.

14. If any verified breach of this Settlement Agreement is identified by the Agency, then the Agency shall provide Respondent with written notice of the breached terms. Upon receipt of such notice, Respondent shall have fifteen (15) business days by which to remedy the identified violations before any action to interpret, challenge or enforce the terms of this Settlement Agreement may be brought.
15. Santa Maria Home Care, Inc. will voluntarily withdraw its petition in DOAH Case Number: 20-4473FL upon execution of this Settlement Agreement.
16. 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 any admission of liability by the Respondent for the facts contained in Administrative Complaint and DOAH case number 20-4473FL against license number 5654-6-GA.
17. Nothing herein shall preclude the Agency from imposing a sanction against the Respondent for any deficiency/violation of statute or rule that has not been alleged in the Agency's Administrative Complaint dated September 3, 2020.
18. 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.
19. 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.
20. This Settlement Agreement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.
21. 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.
22. This Settlement Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives, and trustees.

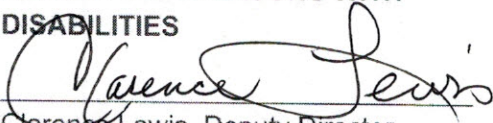
SANTA MARIA HOME CARE, INC.



Marie Chery
Santa Maria Home Care, Inc.
3808 N. Lincoln Avenue
Tampa, FL 33607

12/15/2020
Date

**AGENCY FOR PERSONS WITH
DISABILITIES**



Clarence Lewis, Deputy Director
Agency for Persons with Disabilities

12/15/2020
Date