

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

**AGENCY FOR PERSONS
WITH DISABILITIES,**

Petitioner,

v.

DOAH Case No.: 21-0858FL

**CARE HAVEN III GROUP HOME,
OWNED AND OPERATED BY
CARE HAVEN, LLC,**

LICENSE No. 5752-6-GA

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 Care Haven, LLC. (“Respondent”), which is attached as Exhibit A.

On February 8, 2021, the Agency filed an Administrative Complaint against Respondent. On March 4, 2021, the Respondent filed a Request for Administrative Hearing and the case was referred to the Division of Administrative Hearings. On April 23, 2021, the Agency filed an Unopposed Motion to Relinquish Jurisdiction based on the parties’ resolution of the case without a need for a hearing.

Upon consideration of the attached Settlement Agreement approved by the

Agency on April 23, 2021, 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 May 6th, 2021.


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:

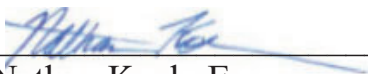
Trevor Suter, Esq.
Agency for Persons with Disabilities
4030 Esplanade Way, Suite 380
Tallahassee, FL 32399-0950
Trevor.Suter@apdcares.org

Jamie Klapholz, Esq.
Johnson, Pope, Bokor, Ruppel &
Burns, LLP
401 East Jackson Street, Ste. 3100
Tampa, Florida 33602
jamiek@jpfirm.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 May 6th, 2021.



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.

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License No.: 5752-6-GA
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Respondent.

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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 Care Haven, LLC, 1746 30th Lane SW, Largo, Florida 33774 ("CARE HAVEN"), (collectively, "parties").

WHEREAS, on February 8, 2021, the Agency filed an administrative complaint against Care Haven III Group Home, owned and operated by CARE HAVEN, in DOAH Case No. 21-0858FL.

WHEREAS, the Agency and CARE HAVEN 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.

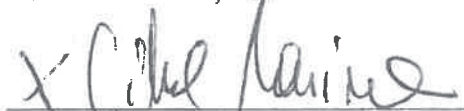
THEREFORE, the parties agree as follows:

1. Unless otherwise indicated, CARE HAVEN shall initiate and fully implement the following actions within **30 days** of execution of this Settlement Agreement and shall continue such actions for **two years** following execution of this Settlement Agreement:
2. CARE HAVEN agrees to create and implement the following policies and procedures at Care Haven III Group Home:
 - a. CARE HAVEN will ensure that at least two direct service providers are always on duty.
 - b. CARE HAVEN will immediately report all allegations of resident abuse, neglect, or exploitation and all instances of suspected resident abuse, neglect, or exploitation to the Department of Children and Families ("DCF") abuse hotline.
 - c. CARE HAVEN will report all resident injuries of unknown origin to the Department of Children and Families abuse hotline.
 - d. Whenever there is an allegation that a direct service provider engaged in abuse, neglect, or exploitation of a resident, CARE HAVEN will ensure that the direct service provider is immediately suspended from his or her direct care duties pending the outcome of the DCF investigation, or an internal investigation if the allegation is not accepted for investigation by DCF.

- e. All recorded video of incidents involving allegations of resident abuse, neglect, or exploitation will be reviewed by CARE HAVEN's contracted BCBA, who will provide feedback and additional training as needed based on the review. Feedback and additional training provided shall be documented and a copy of the documentation shall be provided to the Agency within five business days from completion of the feedback and/or additional training.
 - f. All recorded video of incidents involving allegations of resident abuse, neglect, or exploitation will be copied onto a medium (such as a thumb drive or other storage medium to be determined) that is viewable by the Agency. A copy of the recorded video must be made available for review by APD staff within five business days of the BCBA or CARE HAVEN management review. When video is submitted to the Agency, the video is to be retained by CARE HAVEN until such time that the Agency has determined that the video is viewable, which will not exceed two weeks from receipt.
 - g. CARE HAVEN will provide recorded video of incidents involving allegations of resident abuse, neglect, or exploitation to DCF upon request and will cooperate fully with DCF throughout their investigation.
 - h. CARE HAVEN will retrain all Care Haven III Group Home direct care staff, managers, and Care Haven, LLC managing members Julia Dervisevic and Vilma Janina on Zero Tolerance.
3. 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 the Administrative Complaint filed on February 8, 2021.
 4. 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 in DOAH case number 21-0858FL.
 5. 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.
 6. 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.
 7. This Settlement Agreement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.
 8. 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, Florida.
 9. The parties entered 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.

10. 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.
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 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 Agreement, by or on behalf of Respondent or related facilities.
12. Upon full execution of this Settlement Agreement, the Agency shall enter a Final Order adopting and incorporating the terms of this Agreement and closing the Administrative Complaint. This Settlement Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.

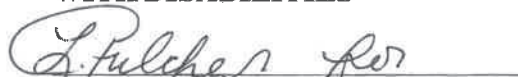
CARE HAVEN, LLC



Vilma Janina, Managing Member
Care Haven, LLC

4/21/2021
Date

**AGENCY FOR PERSONS
WITH DISABILITIES**



Clarence Lewis, Deputy Director
Agency for Persons with Disabilities

4/23/2021
Date