

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

**AGENCY FOR PERSONS
WITH DISABILITIES,**

Petitioner,

v.

**DOAH Case No.: 21-1242FL
License No.: 0700512**

**VINES HOME CARE SOLUTIONS, INC.
GROUP HOME, OWNED AND
OPERATED BY VINES HOME CARE
SOLUTIONS, 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 Vines Home Care Solutions, Inc. (“Respondent”), which is attached as Exhibit A.

On March 9, 2021, the Agency issued a Notice of License Application Denial to Respondent for a license application submitted on or about January 7, 2021. On April 1, 2021, Respondent filed a Request for Administrative Hearing and the case was referred to the Division of Administrative Hearings. On November 23, 2021, the parties filed a Joint Stipulation for Final Order 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 July 29, 2021, after the parties notified the Division of their intent to resolve the matter.

Upon consideration of the attached Settlement Agreement executed on November 4, 2021, 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
December 9, 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

Melanie Leitman, Esq.
Stearns Weaver Miller
Burns, LLP
106 East College Avenue, Suite 700
Tallahassee, Florida 32301
mleitman@stearnsweaver.com

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

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 December 9, 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.

STATE OF FLORIDA
AGENCY FOR PERSONS WITH DISABILITIES

AGENCY FOR PERSONS
WITH DISABILITIES,

Petitioner,

v.

DOAH Case Numbers: 21-2478FL/
21-1242FL, License Number: 0700512

VINES HOME CARE SOLUTIONS, INC.
GROUP HOME, OWNED AND
OPERATED BY VINES HOME CARE
SOLUTIONS, INC.,

Respondent.

_____ /

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 Vines Home Care Solutions, Inc. ("VHCS"), 512 W. Ella J. Gilmore St., Apopka, Florida, 32703 (collectively, the "parties").

WHEREAS this matter originated from an APD Administrative Complaint issued on June 2, 2021, which was received on June 8, 2021, and timely challenged on June 29, 2021, and assigned DOAH Case No. 21-2478FL ("Administrative Complaint Case"), and an APD Notice of License Denial issued on March 9, 2021 (regarding a license applied for on January 7, 2021), which was timely challenged on April 1, 2021, assigned DOAH Case No. 21-1242FL, and ultimately relinquished to APD for purposes of settlement ("License Denial Case").

WHEREAS the Agency and VHCS have determined it is in the best interest of the parties to enter into this Settlement Agreement to avoid the uncertainty of litigation and related costs in the above-described cases.

THEREFORE, the parties agree as follows:

- 1) VHCS, as the licensee of the group homes at issue in the above cases ("facility"), is responsible for the oversight of the facility and the facility's compliance with Rules 65G-2, 65G-3, 65G-7, and 65G-8, F.A.C., including that direct care will be administered in compliance with Chapter 65G, F.A.C.

- 2) **VHCS will submit to the Agency an updated staffing calculation form within five (5) days of execution of this Settlement Agreement, taking into consideration resident support plans and needs.**
 - a. **VHCS will submit staffing schedules for the facility to the Agency for the duration of this Settlement Agreement, by the 5th of each month following the complete execution of this Settlement Agreement.**
 - b. **At least the minimum number of staff need to be present in the facility at all times that residents are present in the facility based on the most recent staffing calculation form submitted to the Agency.**

- 3) **Unless otherwise indicated, the following procedures will be in effect for the duration of this Settlement Agreement:**
 - a. **For a period of six months from the date this Settlement Agreement is fully executed, direct care staff other than Jarvin Vines (the "direct care staff") will provide the direct care to the facility's residents, so that all direct face-to-face contact with a client while providing services to the client is conducted by the direct care staff. Nothing in this paragraph is intended to limit the ability for Jarvin Vines to conduct or facilitate the administration or management of the facility.**
 - b. **VHCS will not accept any placements into the facility without following the APD Residential Referral process, and for a period of six months from the date this Settlement Agreement is fully executed, shall obtain the approval of Charles Steen, Residential Supervisor, at Charles.Steen@apdcares.org, before accepting any new placements at the facility.**
 - c. **Upon a resident's placement in the facility, VHCS will complete, sign and present to the resident, resident's guardian, or resident's authorized representative, as appropriate ("Authorizer"), an itemized property inventory list accounting for the resident's records, personal funds, serviceable clothing, and any other personal belongings, for the Authorizer to sign. This inventory record shall be updated within thirty (30) days to reflect the acquisition of new items and reflect items that have been discarded, destroyed, or otherwise disposed.**
 - d. **Upon a resident's discharge from the facility, VHCS will complete, sign and present to the resident's Authorizer an itemized property inventory list accounting for the resident's records, personal funds, serviceable clothing, and any other personal belongings, for the Authorizer to sign.**

- 4) VHCS shall ensure the following actions have been implemented no later than **thirty (30) days** from the date this Settlement Agreement is fully executed by the parties:
- a. VHCS will develop and provide to the Agency a written Consumer Funds Accounting Policy ("CFAP") to ensure there are clear procedures to gain and maintain authorization from the Authorizer for the use of the resident's EBT card(s) or other government-issued food benefit(s) or form of electronic payment processing system belonging or issued to the resident ("e-Payment System"), and to terminate that authorization. The CFAP will include or provide for the following:
 - i. A system for documenting Authorizer's permission to VHCS to use the resident's e-Payment System, as well as a record-keeping system to track VHCS purchases and the procedure for Authorizer to request to inspect the records of such purchases.
 - ii. A system that conforms to the requirements governing EBT card use as set forth by the DCF Office of Economic Self-Sufficiency.
 - iii. Receipts for purchases made with a resident's EBT card will be retained for at least six (6) months following the date of purchase and to make such receipts available to the Agency upon written request.
 - iv. Designate an area where resident EBT cards will be securely held when not in use.
 - v. Permit VHCS staff to use a resident's EBT card only for purchases for that resident or for purchases expressly authorized by that resident's Authorizer. VHCS acknowledges it is required to provide meals, snacks, and beverages to each resident as required in Rule 65G-2.007(11), F.A.C., regardless of the amount of food stamp benefits each resident receives.
 - vi. The procedure for checking-in and checking-out any physical card used by VHCS staff, and for returning any physical card to the Authorizer upon termination of the authorization and/or upon the resident's discharge or termination from VHCS as defined in the Consumer Discharge Policy described below. The CFAP will also include the procedure for a final recordkeeping to be provided to the Authorizer.
 - vii. VHCS will return any physical EBT card to the Authorizer upon discharge from the facility and will not utilize any EBT card and/or benefits after a

resident has been discharged. VHCS will notify DCF upon discharge of a facility resident.

- viii. VHCS will return a prorated amount of any monthly food benefit allotment to the Authorizer in an appropriate manner based on the number of days in the month the resident lived at the facility and the amount of the resident's monthly food benefit allotment. If the facility did not use an EBT card or other government-issued food benefit on behalf of the resident that month, the facility must return the full value of the resident's monthly food benefit allotment to the Authorizer in conjunction with the resident's discharge from the facility.
 - b. In accordance with Rule 65G-2.007(11), F.A.C., VHCS will maintain a minimum of two days of fresh food supplies and five days of staple food and drinking water supplies, regardless of the amount of food stamp benefits received by the facility residents.
- 5) Unless otherwise indicated, VHCS shall ensure the following actions have been implemented no later than **forty-five (45) days** from the date this Settlement Agreement is fully executed by the parties:
- a. VHCS will develop and provide to the Agency a policy to specify when and how resident follow-up emergency and non-emergency medical care will be sought. The policy will include:
 - i. A requirement for documenting resident wounds, sores, bruises, cuts, or abrasions that are found present;
 - ii. A requirement for documenting resident symptoms of illness, disease, or medical condition;
 - iii. In what circumstances emergency medical attention will be sought within 24 hours or sooner;
 - iv. A requirement for calling EMS when a resident experiences fainting, a seizure, or a loss of consciousness;
 - v. Requirements for retaining written records of each resident's medical treatments, any injuries, and follow-up doctor visits. The written records will include the name of the medical care provider, the type of treatment, reason for medical treatment or diagnosis, and the date and time of the treatment; and,

- vi. A requirement for maintaining records in compliance with Rule 65G-2.009(5), F.A.C.
- b. VHCS will develop and provide to the Agency a written procedure that will be in effect for the duration of this Settlement Agreement which requires daily visual checks of each resident for the presence of wounds, sores, bruises, cuts, abrasions or signs/symptoms of illness, disease, or medical condition, and documents findings according to the policy above in paragraph 5a.
- 6) Unless otherwise indicated, no later than ninety (90) days from the date this Settlement Agreement is fully executed by the parties, VHCS shall ensure that all current facility direct-care staff are trained on the new policies described in paragraphs 3-5 above, and submit to the Agency documentation reflecting that all current facility direct-care staff have received such training.
- 7) All documents and reporting required by this Settlement Agreement that are to be sent to the Agency are to be provided to Charles Steen, Residential Supervisor, at Charles.Steen@apdcares.org, unless otherwise noted in the Settlement Agreement. The Agency will name any designee or alternative to whom the documents and reporting required by this Settlement Agreement are to be submitted, with appropriate contact information, in writing and with at least 30 days advance notice to VHCS.
- 8) Within one (1) business day of this Settlement Agreement being fully executed, including by the Director of the Agency for Persons with Disabilities or her designee, the parties will file a Joint Motion to Relinquish Jurisdiction to the Agency Due to Settlement regarding the Petition for Formal Administrative Hearing that was assigned DOAH Case Number 21-2478FL in the Administrative Complaint Case.
- 9) Within forty-five (45) days of the issuance of an Order issued in response to fulfillment of the obligations set forth in paragraph 8 above, the Agency shall enter a Final Order adopting and incorporating the terms of this Settlement Agreement and closing the file regarding the APD Administrative Complaint that resulted in DOAH Case Number 21-2478FL.
- 10) Within seven (7) days of the issuance of the Agency Final Order adopting and incorporating the terms of this Settlement Agreement and closing the file in the Administrative Complaint Case, the parties will file a Joint Stipulation for Final Order Due to Settlement with the Agency in the License Denial Case which jointly, simultaneously, and conditioned on an Agency Final Order Adopting this Settlement Agreement (1) withdraws the license application submitted by VHCS

on January 7, 2021 underpinning the License Denial Case, (2) rescinds the denial of that applied-for license issued by the Agency on March 9, 2021 underpinning the License Denial Case, (3) withdraws the Petition for Formal Administrative Hearing filed on April 1, 2021, and assigned DOAH Case No. 21-1242FL, and ultimately relinquished to APD for purposes of settlement in the License Denial Case, (4) expressly states that each party shall bear its own fees and costs for the License Denial Case, and (5) stipulates that the Agency will enter a Final Order adopting the terms of the Joint Stipulation and this Settlement Agreement in its entirety.

- 11) Within forty-five (45) days of the filing of the Joint Stipulation for Final Order Due to Settlement with the Agency in the License Denial Case, the Agency shall enter a Final Order adopting and incorporating the terms of this Settlement Agreement and closing the file regarding the License Denial Case.
- 12) If the Agency fails to timely enter the Final Order adopting and incorporating the terms of this Settlement Agreement and closing the file in the Administrative Complaint Case and/or the License Denial Case as required by this Settlement Agreement, then the Agency Clerk shall immediately refer the case in which no Final Order was timely entered to the Florida Division of Administrative Hearings for a formal administrative hearing. The parties stipulate that such an act would be mandatory and ministerial, and that any compromises or releases by Respondent in the Settlement Agreement as to such case(s) would be null and void, so that all of Respondent's defenses and claims associated with the case(s) would remain fully available and intact.
- 13) Respondent acknowledges that this proposed Settlement Agreement is subject to the 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 Agency Director or her designee.
- 14) This Settlement Agreement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.
- 15) By executing this Settlement Agreement, the parties stipulate that the settlement of this matter constitutes a compromise of the disputed claims and resolution of any and all matters raised or that could have been raised in the Administrative Complaint Case or License Denial Case, or about which the Agency is or should be aware at the time of executing this Settlement Agreement, and that this Settlement Agreement does not constitute an admission of liability by VHCS for the allegations contained in the Agency's Administrative Complaint at issue in

DOAH Case Number 21-2478FL against License Number 0700512, or for the allegations contained in the Agency's Notice of Licensure Denial that was at issue in DOAH Case Number 21-1242FL.

- 16) One year after this Settlement Agreement is fully executed, the Agency will evaluate Respondent's compliance with the terms of this Settlement Agreement. If the Agency determines in good faith that Respondent has not materially complied with the terms of this Settlement Agreement, then the Agency shall provide notice in writing to Respondent within one year and thirty days from execution of this Settlement Agreement as to the terms with which Respondent has not materially complied and Respondent's obligations under the Settlement Agreement shall continue in full force and effect for an aggregate term of two years from the date of execution of the Settlement Agreement, at which point Respondent's obligations under the Settlement Agreement shall automatically terminate. If no such notice is received in strict compliance with this paragraph, then Respondent's obligations under the Settlement Agreement shall be deemed to have automatically terminated, and shall be of no further force or effect, after the expiration of the notice period set forth in this paragraph. Notwithstanding the foregoing, the Agency agrees that it shall not take any action to terminate VHCS's Medicaid Waiver Services Agreement based on the facts and circumstances alleged in the above cases at any time during which Respondent's obligations under the Settlement Agreement remain in effect or following Respondent's completion of its obligations under the Settlement Agreement.
- 17) This Settlement Agreement supersedes and replaces any prior oral or written agreements between the parties. All terms and conditions of this Settlement Agreement are fully set forth in this document and no other material terms of settlement exist outside this document. This Settlement Agreement may not be amended without the express approval of both parties in writing.
- 18) 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. All parties agree that a facsimile or electronic signature suffices for an original signature.
- 19) 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. Venue for any action to interpret, challenge or enforce the terms of this Settlement Agreement by either party shall lie exclusively in the Second Judicial Circuit in and for Leon County, Tallahassee, Florida. In the event legal action is required to

enforce the terms of this Settlement Agreement, the prevailing party will be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs incurred in the action, including any and all appeals.

- 20) All parties enter into this Settlement Agreement freely and voluntarily and in good faith, 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.
- 21) 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.
- 22) If any verified breach of this Settlement Agreement is identified by the Agency, then the Agency shall provide VHCS with written notice of the breached terms. Upon receipt of such notice, VHCS shall have thirty (30) 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.
- 23) Any notice or demand required by the Agency under this Settlement Agreement will be satisfied as served and delivered when delivered in writing to counsel for VHCS, Gigi Rollini, Esquire, Stearns Weaver Miller P.A., 106 E. College Ave., Tallahassee, Florida, 32301, by hand, upon execution of a signed certified mail receipt, or one business day after being sent by overnight delivery providing receipt of delivery, and by e-mail to grollini@stearnsweaver.com. VHCS or its counsel will inform the Agency of any changes to the mailing or e-mail address for purposes of this paragraph.
- 24) 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 the above-styled cases, including, but not limited to, any claims that were or may be asserted in any federal or state court or administrative forum arising out of the above-styled cases by or on behalf of Respondent or related facilities, excepting any claims or defenses arising out of this Settlement Agreement or in any way relating to future Agency decision or action against Respondent or its affiliated persons or entities. In the event the Agency does not comply with this Settlement Agreement in its entirety, such release is null and void.

VINES HOME CARE SOLUTIONS, INC.

**AGENCY FOR PERSONS WITH
DISABILITIES**



Jarvin Vines
Vines Home Care Solutions, Inc.



Clarence Lewis, Deputy Director
Agency for Persons with Disabilities

11/4/2021

Date

11/4/2021

Date