



pennsylvania
DEPARTMENT OF HUMAN SERVICES

NOV 19 2015

Ms. Mary C. Parsons, Administrator/Owner
Helping Hand Rescue Mission, Inc.
112 Mission Lane
Lilly, Pennsylvania 15938

RE: Helping Hand Rescue Mission Main Building
License #: 300361

Dear Ms. Parsons:

On November 10, 2010, Ms. Mary C. Parsons, Administrator and Owner of Helping Hand Rescue Mission, Inc., entered into a Stipulated Settlement Agreement (Agreement) with the Department of Human Services, Bureau of Human Services Licensing, formerly Department of Public Welfare, Adult Residential Licensing. As of November 10, 2015, the Agreement provisions have been met and are no longer in effect.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew J. Jones".

Matthew J. Jones
Director



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

November 10, 2010

Lynn Galiffa, Regional Manager
Bureau of Hearings and Appeals
Department of Public Welfare
603 Stanwix St., Ste. 1125
Pittsburgh, PA 15222

RE: Helping Hands Rescue Mission Personal Care Home
BHA Docket No. 034-10-0069

Dear ALJ Galiffa:

Please find enclosed for filing a copy of an agreement executed in settlement of the above captioned matter. Under the terms of the agreement, this filing constitutes Appellant's withdrawal of its appeal.

Thank you for your time and consideration.

Regards,

A handwritten signature in black ink, appearing to read "Diane V. Ryan Katz".

Diane V. Ryan Katz, Esq.
Assistant Counsel

Enclosure

cc: Heath Long, Esq.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
BUREAU OF HEARINGS AND APPEALS

IN THE APPEAL OF: Helping Hand Rescue Mission v.
Adult Residential Licensing
BHA ID No. 9999
BHA Docket No. 034-10-0069
Personal Care Home Licensure

SETTLEMENT AGREEMENT

NA This Settlement Agreement (Agreement) is entered into this *10th* day of 2010, by and between the Department of Public Welfare, Adult Residential Licensing (Department) and Helping Hand Rescue Mission, Inc., its subsidiary entities and any related entities (Appellant), for the purpose of resolving the matter set forth herein.

WHEREAS, the Department is the Commonwealth agency entrusted with the oversight and administration of the licensing of personal care homes (homes) in the Commonwealth of Pennsylvania;

WHEREAS, Appellant operates the personal care home known as Helping Hand Rescue Mission located at 112 Mission Lane, Lilly, Pennsylvania that is the subject of this appeal and that is licensed under statutes and regulations administered by the Department;

WHEREAS, by letter of August 9, 2010 the Department advised Appellant that the Department was refusing to renew Appellant's First Provisional License to operate Helping Hand Rescue Mission;

WHEREAS, Appellant timely filed an administrative appeal of the Department's non-renewal action on August 16, 2010 and the Bureau of Hearings and Appeals (BHA) timely scheduled a hearing for October 12, 2010;

WHEREAS, by mutual consent of Department and Appellant, the BHA continued the October 12, 2010 hearing and ordered that a Settlement Agreement be filed with BHA no later than November 12, 2010;

WHEREAS, the Department and Appellant both wish to resolve this matter amicably and avoid the uncertainties of further litigation of this matter; AND,

WHEREAS, the Parties have reached a mutually agreeable means of resolving the matter that will settle and end this appeal.

NOW, THEREFORE, the Parties, intending to be legally bound, do hereby mutually agree to the Terms of the Agreement as follows:

Terms of Agreement

1. All terms of this Agreement shall remain in effect for five (5) years from the date of this Agreement, unless otherwise specified in this Agreement, effective upon execution by the Parties. The execution of the documents by all Parties shall be promptly completed and the execution of the document triggers the time period for actions required in this Agreement.
2. The licensed capacity of Helping Hand Rescue Mission will not exceed 47 residents for six (6) months following the execution of the Agreement. Helping Hand Rescue Mission may admit new residents to maintain a capacity of 47 on upon specific written approval of each new resident by the Department and only if each new resident meets the admission criteria outlined in Provision #8 of this Agreement. Appellant may request an increase in licensed capacity upon successful completion of Provision #11(a) of this Agreement.
3. Appellant agrees not to apply for a license to operate a new personal care home or assisted living residence in Pennsylvania, until Appellant operates Helping Hand Rescue Mission on a Regular License for a twelve (12) month continuous period.
4. Appellant will accept technical assistance from the Department and will completely implement all actions recommended by the Department, including actions designed to improve the coordination of services between Helping Hand Rescue and appropriate local agencies and to access available community resources.
5. The nature, substance, timing, and frequency of technical assistance will be within the sole discretion of the Department.
6. Appellant's receipt and implementation of technical assistance pursuant to Provision # 4 shall not excuse Appellant from responsibility for complying with all applicable statutes and regulations, and shall not limit the Department's authority to revoke or refuse to renew Helping Hand Rescue Mission's license or otherwise enforce applicable statutes and regulations, including but not limited to Article X of the Public Welfare Code, 62 P.S. § 1001 et seq., 55 Pa. Code § 20.1 et seq. and 55 Pa. Code § 2600.1 et seq.
7. Appellant will provide full access to all of its staff, residents, the personal care home, staff and resident records, financial and business records, and any other records requested by the Department.

8. Appellant will amend its written criteria for admission required by 55 Pa.Code § 2600.223(a)(2) as directed by the Department and will not admit any resident who:

- a. Is unable to move from one location to another without physical assistance or oral prompting from others,
- b. Has a medical diagnosis by a licensed physician of dementia or dementia-related illness,
- c. Has difficulty understanding and following directions in the event of an emergency,
- d. Wanders, is unaware of unsafe areas, is unsafe if unattended outside the home, or requires 24-hour direct supervision,
- e. Requires non-self-care gastrointestinal feedings, naso-gastric feedings, IV fluids or medications, non-self-care oxygen, non-self-care inhalation therapy,
- f. Has decubiti of any stage,
- g. Has a score of 50 or less, as determined by the Department or a qualified local agency, according to the Global Assessment Functioning Scale, adapted for purposes of this Agreement as it pertains to personal care residents, attached as Appendix A.

9. Within six (6) months of the execution of this Agreement, Appellant will discharge any resident currently living in Helping Hand Rescue Mission who has a score of 40 or less, as determined by the Department or any qualified local agency, according to the scale attached to this Agreement as Appendix A. The Department will direct any discharge and relocation of any resident in conjunction with appropriate local agencies. The discharge and relocation activities will include each resident's involvement in planning and will be completed in compliance with all applicable regulations, including those relating to discharge and refunds of funds.

10. Appellant will not serve any residents with personal care needs in any building on the grounds besides the "Main Building." Residents of the "Main Building" who are certified for Domiciliary Care funding will be considered "residents" pursuant to 55 Pa.Code § 2600.4 (relating to definitions). In the event of a dispute between Appellant and the Department about whether a resident has personal care needs, the Department's determination will be applied.

11. Appellant agrees to either: (a) achieve full regulatory compliance with 55 Pa.Code Ch. 2600 (relating to personal care homes), as determined by the Department, by the end of the Second Provisional License period, OR, (b) provide a 30-day written closure notice to the Department as well as to each resident and the resident's designated person of the voluntary closure of the home. The closure will be completed within 45 days following the end of the provisional license period. Appellant will maintain the home in accordance with the conditions of this Agreement during the closure period. Appellant will cooperate with the Department in the relocation of the residents.
12. The Department will issue a 6-month Second Provisional license, effective the date of this Agreement.
13. This Agreement shall not be construed to reduce, limit or restrict the Department's authority to enforce applicable statutes and regulations, including but not limited to 62 P.S. § 1001 et seq., 55 Pa.Code § 20.1 et seq. and 55 Pa.Code § 2600.1 et seq.
14. Any violation by Appellant of any of the terms of this Agreement or of any other applicable requirement, including but not limited to Article X of the Public Welfare Code, 62 P.S. § 1001 et seq., 55 Pa. Code § 20.1 et seq. and 55 Pa. Code § 2600.1 et seq, which is not cured within a reasonable time after notice, shall be deemed a material breach of the Agreement and the Department shall have the right to take any action determined to be appropriate; said right is subject to the Appellant's right to hearing before the Department's Bureau of Hearing and Appeals (BHA) to determine the appropriateness of the Department's action.
15. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
16. The BHA shall have exclusive original jurisdiction, subject to appellate judicial review of its Order, over any dispute that may arise with respect to the interpretation, application or enforcement of the terms of this Agreement.
17. Each individual signing this Agreement on behalf of a Party represents that the individual is duly authorized to sign this Agreement on behalf of the Party. The undersigned represents that each Party has obtained all necessary approvals to bind the Party she/he represents.
18. This Agreement is based upon facts unique to this case and does not establish a precedent or otherwise bind the Department in any other action and shall not be construed as evidence of Department practice, policy or interpretation with respect to any dispute or issue.

19. The effective and execution date of this Agreement is the date set forth on page one of this Agreement, which will be completed by counsel for the Department on the date the Department's counsel signs this Agreement.

20. The Parties to this Agreement agree that they have read and fully understand this Agreement. This Agreement is entered into knowingly, voluntarily and intelligently.

21. This Agreement constitutes the entire Agreement and understanding between the Parties relating to the specific matter contained herein, and supersedes any prior Agreements, whether oral or written, with respect thereto. This Agreement may not be amended or modified in any respect whatsoever except in writing duly executed by an authorized representative of each of the Parties. In the spirit of continuing to provide quality care to the residents, the consent of the Department to amend or modify the terms of this Agreement shall not be unreasonably withheld.

22. Once this Agreement is executed, the Department shall file this Agreement with BHA and such filing will constitute Appellant's withdrawal of its appeal.

23. This Agreement is public information in accordance with 65 P.S. § 67.101 et seq.

WHEREFORE, the Parties hereby stipulate and agree to the above conditions and terms of settlement.

Mary C. Parsons
Appellant
Mrs. Mary C. Parsons, Administrator/Owner
Helping Hand Rescue Mission, Inc.

Date: 11/10/2010

Kevin Casey
Kevin Casey, Deputy Secretary
Health & Welfare Building
Harrisburg, PA 17120

Date: 11-10-2010

And:

Diane Ryankatz, Esquire
Diane Ryankatz
asst. Counsel
Counsel for
Department of Public Welfare

Date: 11/10/2010

APPENDIX A - Adapted from Global Assessment of Functioning (GAF) Scale

100	Superior functioning in a wide range of activities, life's problems never seem to get out of hand, is sought out by others because of his or her many positive qualities. No symptoms
81-90	Absent or minimal symptoms (e.g., mild anxiety before an exam), good functioning in all areas, interested and involved in a wide range of activities, socially effective, generally satisfied with life, no more than everyday problems or concerns (e.g., an occasional argument with family members)
71-80	If symptoms are present, they are transient and expectable reactions to psychosocial stressors (e.g., difficulty concentrating after family argument); no more than slight impairment in social or occupational functioning (e.g., temporarily falling behind in schoolwork).
61-70	Some mild symptoms (e.g., depressed mood and mild insomnia) OR some difficulty in social or occupational functioning (e.g., occasional theft within the household), but generally functioning pretty well, has some meaningful interpersonal relationships.
51-60	Moderate symptoms (e.g., flat affect and circumstantial speech, occasional panic attacks) OR moderate difficulty in social or occupational functioning (e.g., few friends, conflicts with peers or co-workers).
41-50	Severe symptoms (e.g., suicidal ideation, severe obsessional rituals, frequent shoplifting) OR any serious impairment in social or occupational functioning (e.g., no friends, unable to keep a job).
31-40	Some impairment in reality testing or communication (e.g., speech is at times illogical, obscure, or irrelevant) OR major impairment in several areas, such as work, family relations, judgment, thinking, or mood (e.g., depressed man avoids friends, neglects family, and is unable to work).
21-30	Behavior is considerably influenced by delusions or hallucinations OR serious impairment in communication or judgment (e.g., sometimes incoherent, acts grossly inappropriately, suicidal preoccupation) OR inability to function in almost all areas (e.g., stays in bed all day, no job, home, or friends).
11-20	Some danger of hurting self or others (e.g., suicidal attempts without clear expectation of death; frequently violent; manic excitement) OR occasionally fails to maintain minimal personal hygiene (e.g., smears feces) OR gross impairment in communication (e.g., largely incoherent or mute).
1-10	Persistent danger of severely hurting self or others (e.g., recurrent violence) OR persistent inability to maintain minimal personal hygiene OR serious suicidal act with clear expectation of death.