



pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to PERRY SOUTH PERSONAL CARE HOME LTD
LEGAL ENTITY

To operate PERRY SOUTH PERSONAL CARE HOME
NAME OF FACILITY OR AGENCY

Located at 1129 TWEED STREET, PITTSBURGH, PA 15204
(COMPLETE ADDRESS OF FACILITY OR AGENCY)

ADDRESS OF SATELLITE SITE ADDRESS OF SATELLITE SITE

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ADDRESS OF SATELLITE SITE ADDRESS OF SATELLITE SITE

To provide Personal Care Homes
TYPE OF SERVICE(S) TO BE PROVIDED

The total number of persons which may be cared for at one time may not exceed 8
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.
(MAXIMUM CAPACITY)

Restrictions: _____

This certificate is granted in accordance with the Public Welfare Code of 1967, P.L. 31, as amended, and Regulations

55 Pa.Code Chapter 2600: Personal Care Homes
(MANUAL NUMBER AND TITLE OF REGULATIONS)

and shall remain in effect from February 18, 2016 until August 18, 2016,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: 433732

Robert E. Robinson
ISSUING OFFICER

[Signature]
DIRECTOR

NOTE: This certificate is issued for the above site(s) only and is not transferable and should be posted in a conspicuous place in the facility.



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DEPARTMENT OF HUMAN SERVICES

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

MAILING DATE: FEB 26 2016

Ms. Linda Howard, Administrator
Perry South Personal Care Home, Ltd.
1129 Tweed Street
Pittsburgh, Pennsylvania 15204

RE: Perry South Personal Care Home
License #: 433732

Dear Ms. Howard:

In accordance with the Settlement Agreement signed by Perry South Personal Care Home, Ltd. and the Department of Human Services on February 18, 2016, enclosed is a SECOND PROVISIONAL License issued in accordance with 55 Pa.Code Ch. 2600 (relating to Personal Care Homes).

Sincerely,

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

Matthew Jones
Director

Enclosures:
Settlement Agreement
Second Provisional License

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
BUREAU OF HEARINGS AND APPEALS

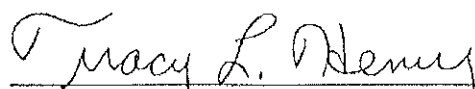
APPEAL OF: Perry South PCH
BHA ID No.: 9999
BHA Docket No.: 034-15-0011
Personal Care Home Licensure

ORDER

AND NOW, this 23rd day of February, 2016, after careful review and consideration of the Recommendation of the Judge, it is hereby **ORDERED** and **DECREED** that the February 18, 2016, Settlement Agreement entered into by the parties in the above-captioned matter is **ADOPTED**. Accordingly, the above-captioned appeal currently pending before the Bureau of Hearings and Appeals is considered **SETTLED AND ENDED**. The parties are hereby instructed to carry out the terms of the Settlement as agreed to by the parties.

Bureau of Hearings and Appeals

February 23, 2016
Final Administrative Action
and Mailing Date


Tracy L. Henry, Esquire
Chief Administrative Law Judge
Bureau of Hearings and Appeals

cc: Appellant
Bruce S. Gelman, Esq.
Gene Cuccarese, Esq., DHS-OGC
Director, Human Services Licensing
Enforcement Manager, Human Services Licensing

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
BUREAU OF HEARINGS AND APPEALS

IN THE APPEAL OF: Perry South Personal Care Home v.
Bureau of Human Services Licensing
BHA ID No.: 9999
BHA Docket No.: 034-15-0011
Personal Care Home - Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into this 18th day of February 2016, by and between the Department of Human Services, Bureau of Human Services Licensing (Department) and Perry South Personal Care Home, Ltd. (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 Perry South Personal Care Home located at 1129 Tweed Street, Pittsburgh, Pennsylvania, 15204, as a personal care home licensed under statutes and regulations administered by the Department;

WHEREAS, on August 14, 2015, the Department did not renew Appellant's first provisional personal care home license and placed a ban on new resident admissions;

WHEREAS, on August 21, 2015, Appellant timely appealed the Department's personal care home license nonrenewal;

WHEREAS, the Department's Bureau of Hearings and Appeals scheduled a hearing for February 25, 2016;

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

WHEREAS, the Parties, have reached a mutually agreeable means of resolving this 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:

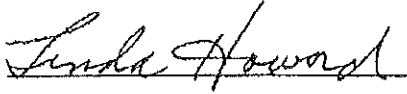
TERMS OF AGREEMENT

1. Except for Paragraph #3 of this Agreement, all terms of this Agreement shall remain in effect from the date of execution until the Department issues a second consecutive regular license in accordance with 55 Pa. Code § 20.53 (relating to regular certificate of compliance). Paragraph #3 of this Agreement shall remain in effect as long as Appellant operates a licensed personal care home at 1129 Tweed Street, Pittsburgh, Pennsylvania, 15204. This Agreement is effective upon execution by the Parties. The execution of the documents by all Parties triggers the time period for actions in this Agreement.
2. Upon execution of this Agreement, Appellant agrees to employ or designate a Licensed Practical Nurse (LPN) or Registered Nurse (RN) holding an active license in good standing issued by the Pennsylvania Department of State. The LPN or RN shall be onsite and engaged exclusively in resident health and record management, a minimum of twenty (20) hours per month, to ensure accuracy, consistency, and timely completion of the following regulatory areas:
 - a. direct care staffing (55 Pa. Code § 2600.57);
 - b. resident health (55 Pa. Code §§ 2600.141-143);
 - c. medications (55 Pa. Code §§ 2600.181-191); and
 - d. resident preadmission screenings, assessments, mobility needs, and support plans (55 Pa. Code §§ 2600.224-227).
3. Upon execution of this Agreement, Appellant shall prohibit Mr. John "Johnnie" Bowle from entering the premises of Perry South Personal Care Home. Mr. Bowle shall not be involved in the management, operation, administration or financial management of Perry South Personal Care Home, nor will Mr. Bowle have access to any records maintained at Perry South Personal Care Home that relate to resident care and services.
4. Prior to an employee's first day of work, Appellant will verify requirements of 55 Pa. Code § 2600.51 (relating to Criminal history checks) prior to the first day of hire for all new employees. Appellant will obtain verification of criminal background check through the E-patch Pa. State Police and, if applicable, the FBI in accordance with the Older Adult protective Services Act (35 P.S. §§ 10225.101-10225.5102) and 6 Pa. Code Chapter 15 (relating to protective services for older adults).

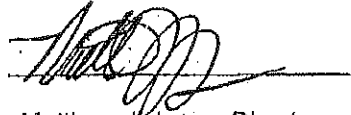
5. Within thirty (30) days from the execution date of this Agreement, Appellant shall develop and implement a staff training plan in accordance with 55 Pa. Code § 2600.66 (relating to staff training plan) to ensure annual staff training required in accordance with 55 Pa. Code §§ 2600.63 (relating to first aid, CPR and obstructed airway training), 2600.64(c) (relating to administrator training and orientation), 2600.65(e)-(g) (relating to direct care staff person training and orientation).
6. Within thirty (30) days from the execution date of this Agreement, Appellant shall develop and implement a training policy for new direct care staff persons, ancillary staff persons, substitute personnel and volunteers to ensure timely completion of applicable training required in accordance with 55 Pa. Code §§ 65(a)-(d) (relating to direct care staff person training and orientation).
7. Within ninety (90) days from the execution date of this Agreement, Appellant's administrator shall complete the administrator orientation program approved and administered by the Department. Appellant shall not credit the orientation hours toward the 24 hours of annual training relating to the job duties, required in accordance with 55 Pa. Code § 2600.64(c) (relating to administrator training and orientation).
8. Within ninety (90) days from the execution date of this Agreement, Appellant's administrator shall enroll in a 100-hour standardized Department-approved administrator training course. Successful completion of this training course and Department-approved competency-based training test with a passing score is required within one (1) year from the execution date of this Agreement.
9. Appellant shall comply with plans of correction approved and issued by the Department.
10. The Department will issue Appellant a Second Provisional license for a period of six (6) months, effective upon execution of this Agreement by the parties. Issuance of this license serves as a removal of the ban on new resident admissions to the home.
11. 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 Article X of the Human Services Code, 62 P.S. §§ 1001 et seq., 55 Pa. Code §§ 20.1 et seq., and 55 Pa. Code §§ 2600.1 et seq.

12. Any violation by Appellant of any of the term of this Agreement or of any other applicable requirement, including but not limited to Article X of the Human Services Code, 62 P.S. §§ 1001 et seq., 55 Pa. Code §§ 20.1 et seq. and 55 Pa. Code §§ 2600.1 et seq. shall be deemed a material breach of the Agreement, and the Department shall take any action it determines to be appropriate, and the Appellant's retains the right to request a hearing before BHA to challenge the appropriateness of the Department's action.
13. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
14. Each individual who executes this Agreement on behalf of a Party represents that the individual is duly authorized to bind the Party she or he represents.
15. 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.
16. The 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.
17. The Parties to this Agreement have read and fully understand this Agreement and enter into the Agreement knowingly and voluntarily.
18. 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.
19. When this Agreement is executed, the Department shall file this Agreement with BHA, and such filing will constitute Appellant's withdrawal of its appeal at BHA Docket No. 034-15-0011.
20. 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.



Linda Howard, Administrator
Perry South Personal Care Home, Ltd.
Monroe County



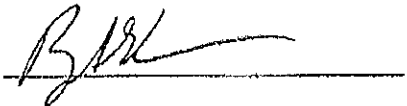
Matthew J. Jones, Director
Bur. of Human Services Licensing

Date: 2-17-16

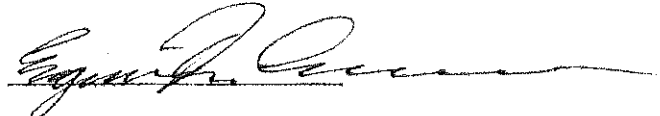
Date: 2-18-16

Witness:

And:



Bruce S. Gelman, Esq.
Counsel for Appellant



Eugene Cuccarese, Esq.
Senior Counsel
Department of Human Services

Date: 2/17/2016

Date: Feb. 18, 2016