

DOUGLAS F. GANSLER
Attorney General

KATHERINE WINFREE
Chief Deputy Attorney General

JOHN B. HOWARD, JR.
Deputy Attorney General



JOSHUA N. AUERBACH
*Principal Counsel to the
Department of Health and Mental Hygiene
Assistant Attorney General*

KATHLEEN A. ELLIS
*Deputy Counsel
Assistant Attorney General*

STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL
Department of Health and Mental Hygiene

FAX No.

410-767-6646
WRITER'S DIRECT DIAL NO.

RECEIVED

SEP 18 2012

OFFICE OF
HEALTH CARE QUALITY

September 17, 2012

Barbara R. Graham, Esquire
50 Montgomery Ave., Suite 300
Rockville, MD 20850

Re: Maranatha House of Columbia, Inc.

Dear Ms. Graham:

Enclosed find a copy of the fully executed Settlement Agreement for the above referenced matter. As per Section IX of the Agreement, the original shall be delivered to Ms. Wendy Kanely of the Office of Health Care Quality for maintenance of the original.

Should you have any questions on this matter, feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Betty A. Stemley".

Betty A. Stemley
Assistant Attorney General

cc: Nancy Grimm, J.D., Dir., OHCQ
William Dorrill, Dep. Dir. for Community Programs, OHCQ
Wendy T. Kanely, Coordinator, Comm. Mental Health Unit, OHCQ
Cheryl Reddick, Assisted Living Program Manager, OHCQ

IN RE:	*	BEFORE
	*	
MARANATHA HOUSE	*	THE DEPARTMENT
OF COLUMBIA, INC	*	
	*	OF HEALTH
Assisted Living Program	*	
License # 13AL161	*	AND MENTAL HYGIENE
	*	
* * * * *	*	* * * * *

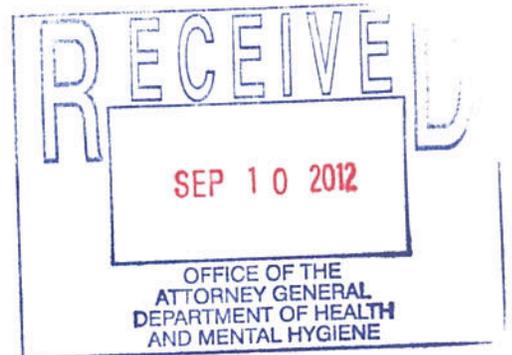
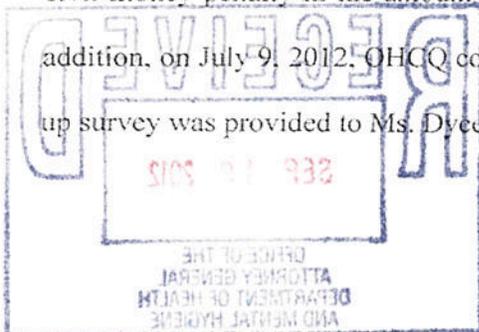
SETTLEMENT AGREEMENT

The State of Maryland Department of Health and Mental Hygiene, (the Department), Office of Health Care Quality (OHCQ) and Maranatha House of Columbia, Inc. ("Maranatha House"), (the Parties), hereby mutually agree to be bound by the specific terms of this Settlement Agreement (Agreement).

Background

Maranatha House, located at 6118 Sebring Drive, Columbia, Maryland, 21044, owned and operated by Delores Dyce, has been approved by OHCQ to maintain an ALP.

On April 9, 2012, the Office of Health Care Quality (OHCQ) conducted a licensure survey of the Maranatha House ALP and cited a series of deficiencies including altered training records, lack of criminal background checks and lack of training verification for direct care staff. Based on the multiple deficiencies noted, it was determined that Maranatha House was not in full compliance with COMAR 10.07.14. On May 9, 2012, the Department notified Maranatha House of the decision to impose a civil money penalty in the amount of \$10,000 pursuant to COMAR 10.07.14.57-58. In addition, on July 9, 2012, OHCQ conducted a follow-up survey and a copy of the follow-up survey was provided to Ms. Dyce and Maranatha House.



In lieu of any formal proceedings at the Office of Administrative Hearings, (OAH), the Parties met informally for a Case Resolution Conference (CRC) on August 1, 2012. During the CRC, information was exchanged and discussed.

The Parties enter into this Agreement in an effort to resolve this matter in a manner that ensures the continued delivery of quality ALP services within the State of Maryland.

Agreement

WHEREAS, OHCQ has approved Maranatha House to operate an ALP for individuals in need of such services;

WHEREAS, the Department is committed to the development of a health care system furnishing quality care to all of Maryland's citizens;

WHEREAS, as a result of discussions and further exchange of information, the Parties have determined to proceed as outlined in the following Agreement;

NOW THEREFORE, in reliance on the representations contained herein, in exchange for the mutual promises, covenants, and obligations in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, and with the intent to be legally bound, the Parties stipulate and agree to as follows:

I. Recitals

The recitals set forth above are hereby incorporated into and made part of this Agreement.

II. Terms and Conditions

1. Maranatha House will cease using old forms and shall use new forms when printing Training As Completed immediately. Maranatha House will cease its practice of

whiting out dates or otherwise altering documents meant to document staff training. In the event that a future survey reveals Maranatha House has used white out on training documents or medical documents, OHCQ shall impose, and Maranatha House shall not object or otherwise challenge the imposition of, the \$10,000 civil money penalty originally sought in the May 9, 2012 notice to Delores Dyce and Maranatha House.

2. The civil money penalty shall be reduced to \$1,000 except that it may revert to its original amount if the circumstances described in Paragraph 1 above present. The civil money penalty shall be paid in full within 1 year of the effective date of this Agreement. The first payment of \$100.00 shall be paid on or before September 1, 2012. The balance of the total amount due shall be paid by August 30, 2013. In the event, Maranatha House has any difficulty with making the payments as set forth herein, Ms. Dyce shall contact the OHCQ immediately to advise of the difficulty.

3. Maranatha House must submit a plan of correction addressing those deficiencies found in the July 9, 2012 follow-up survey. The plan of correction shall be delivered to Ms. Denise Williams or Ms. Gloria Ofor of the OHCQ.

4. Maranatha House, through its counsel, shall withdraw its request for appeal from the Office of Administrative Hearings within 10 days of this Agreement.

III. Probationary Period

Maranatha House's approval to operate an ALP will be placed on a probationary status for the duration of the date of the execution of this Agreement. If OHCQ determines that Maranatha House has not maintained substantial compliance with COMAR 10.07.14, the Department may institute further action against Maranatha House as permitted by law.

IV. Follow-up Survey

OHCQ may conduct a follow-up survey during the course of this Agreement to ensure Maranatha House's compliance with the terms of this Agreement.

V. Enforcement Clause

If OHCQ determines that Maranatha House has violated any condition of this Agreement, OHCQ shall reinstate the civil monetary penalty in the amount of \$10,000. Any payments made by Maranatha House towards the civil money penalty shall be applied to the \$10,000 amount and the balance shall be due at the later of August 30, 2013 or immediately.

VI. Licensure Liability

This Agreement operates as a conditional release and discharge only as to Maranatha House's liability in regard to the Department's civil administrative action, namely the notice of disciplinary action dated May 9, 2012.

VII. Public Document

This Agreement is a public document and can be disseminated under the Maryland Public Information Act, Md. Code Ann., State Gov't § 10-611 et seq.

VIII. Representation

The Parties agree and represent that they have read this Agreement that they have had the opportunity to consult with counsel regarding its terms and conditions, and that they are fully aware of its content and legal effect, and acknowledge such Agreement as a legally valid and binding obligation.

IX. Miscellaneous

The Parties agree that the conditions, covenants, and agreements of this Agreement shall be binding and may be legally enforced by and against each of the Parties, their successors, and assigns. The Parties agree that this Agreement shall be deemed validly executed when both Parties have signed the Agreement. OHCQ shall keep the original, and a copy of the executed agreement will be delivered to Maranatha House in care of Barbara Graham, Attorney for Maranatha House. There shall be no modification unless reduced to writing and signed by the respective Parties. If any provision or part of this Agreement is determined to be contrary to law or otherwise unenforceable, said provision or part shall be stricken and the remainder of the Agreement shall be unaffected and continue in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Maryland. OHCQ maintains the continuing obligation to investigate complaints and information regarding the delivery of services to Maranatha House consumers while this Agreement remains in effect.

**MARANATHA HOUSE
OF COLUMBIA, INC.**

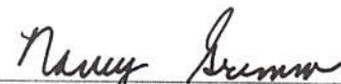
**DEPARTMENT OF HEALTH
AND MENTAL HYGIENE
OFFICE OF
HEALTH CARE QUALITY**



Delores Dyce, Owner

8/26/2012

Date



Nancy Grimm, Director

9/14/2012

Date