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WRITER'S DIRECT DIAL NO. 410-767-1880

October 10, 2012

Facsimile only (410) 229-4268
Ms. Patricia Thomas
OAH Docket Clerk
Maryland Office of Administrative Hearings
11101 Gilroy Road
Hunt Valley, Maryland 21031-1301

**RE: Unlimited Bounds Youth Services vs. DHMH
DHMH-LCP-46-12-10403
DHMH-MCP-15-12-17674**

Dear Ms. Thomas:

The attached global settlement resolves all issues related to the two above-captioned cases. For DHMH-MCP-15-12-17674, ALJ Kimberly Farrell was given a copy of the settlement and has been informed that there is no need to proceed with an evidentiary hearing. Likewise, for DHMH-LCP-46-12-10403, as a result of the settlement, there will be no need to hold an evidentiary hearing in December. Accordingly, please remove both cases from your docket

If you have any questions regarding this matter or if you require any additional information, please feel free to contact me at (410)767-1880.

Sincerely,

A handwritten signature in blue ink that reads "Vanessa Yanson".

Vanessa Yanson
Assistant Attorney General

Cc: Denise Fili, AAG for DHMH
Avery Barton Strachen, Esq., Counsel for UBYS
Audrey Chase, DHMH, MHA
Susan Steinberg, DHMH, OIG
ALJ Kimberly Farrell, OAH

IN THE MATTER OF: * BEFORE AN ADMINISTRATIVE
UNLIMITED BOUNDS YOUTH * LAW JUDGE OF THE OFFICE OF
SERVICES * ADMINISTRATIVE HEARINGS
Medicaid # 420341100 * CASE NO: DHMH-LCP-46-12-10403
FEIN # 711040938 * CASE NO: DHMH-MCP-15-12-17674

* * * * *

SETTLEMENT AGREEMENT

The State of Maryland Department of Health and Mental Hygiene, (the Department), Office of Health Care Quality, (OHCQ), and Unlimited Bounds Youth Service, (the Parties), hereby mutually agree to be bound by the specific terms of this Settlement Agreement (Agreement).

Background

Unlimited Bounds Youth Services, located at 4128 Hayward Avenue, Baltimore, Maryland, 21215, has been approved by OHCQ to maintain a Psychiatric Rehabilitation Program (PRP) for Adults and Minors.

On November 15 & 16, 2011, OHCQ conducted focused regulatory reviews of the Unlimited Bounds Youth Services program. It was determined that Unlimited Bounds Youth Services was not in full compliance with COMAR 10.21.21 and 10.21.29. Multiple deficiencies were noted. On February 24, 2012, the Department notified Unlimited Bounds Youth Services of the intent to take disciplinary action. A timely appeal was noted.

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

Agreement

WHEREAS, OHCQ has approved Unlimited Bounds Youth Services to operate PRP services 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. Unlimited Bounds Youth Services shall ensure that it remains in compliance as a Psychiatric Rehabilitation Program for Adults and Minors under COMAR 10.21.16, 10.21.17, 10.21.21 and 10.21.29.
2. Unlimited Bounds Youth Services shall promptly notify the Mental Health Administration's Director of Compliance, within five (5) business days, of any resignation or termination of principle staff, including but not limited to the Program Director and Rehabilitation Specialist.

III. External Review

Throughout the period of probation, Unlimited Bounds Youth Services shall continue to employ a consultant at the facility's expense. Within two (2) weeks after the execution of this Agreement, a complete summary to date of the services and training provided to Unlimited Bounds Youth Services by the consultant shall be provided to **Audrey Chase, Director of Compliance, Mental Hygiene Administration, 55 Wade Avenue, Dix Building, Catonsville, MD, 21228**. Continuing every thirty (30) days thereafter, for a period of one year after the execution of this Agreement, Unlimited Bounds Youth Services shall provide a progress report specifying details of its interaction with the consultant. MHA shall provide a reporting template, if warranted, and shall be allowed to contact the consultant directly concerning the consultant's progress/recommendations or issues within the program regarding compliance with COMAR.

IV. Reimbursement

Unlimited Bounds shall pay a total of \$118,839.73 to the Department to resolve all issues related to the Notice of Recovery, dated January 31, 2012, which was sent to Unlimited Bounds by the Department's Office of Inspector General ("OIG"). The January 31, 2012 Notice found Unlimited Bounds to be non-compliant with COMAR 10.09.36.03(A)(5), as well as certain portions of its Medicaid Provider Agreement.

Unlimited Bounds shall pay the total amount to the Department in twelve (12) monthly installments equaling \$9,903.31 beginning on December 1, 2012. Payment is

due on the first day of each month thereafter. If for any reason, Unlimited Bounds is more than seven (7) days late in making any installment payment, the Department will consider Unlimited Bounds to have breached this agreement and to be in default. Upon notice of a default, all remaining payments under this agreement shall become immediately due in full. If the default is not cured, the Department may, in its sole discretion, remove and/or disenroll Unlimited bounds from further participation in the Medicaid Program.

V. Probationary Period

Unlimited Bounds Youth Services' approval to operate a PRP will be placed on a probationary status for **one (1) year** from the date of the execution of this Agreement by MHA. If OHCQ determines that Unlimited Bounds Youth Services has not maintained substantial compliance with COMAR 10.21.16, 10.21.17, 10.21.21 and 10.21.29 for a period of one (1) year, Unlimited Bounds Youth Services will be provided documentation supporting such determination and Section VII of this Agreement will be invoked by the Department.

VI. Follow-up Survey

OHCQ shall conduct a follow-up survey nine (9) months from MHA's executed date of this agreement to ensure compliance with all terms of this agreement. Nothing in this agreement affects the duties and rights of the Mental Hygiene Administration, the Office of Health Care Quality, Baltimore Mental Health Systems and/or an

Administrative Service Organization to review and regulate Unlimited Bounds Youth Services in the ordinary course of business.

VII. Waiver of OAH Hearings on Notice of Intent to Revoke Approvals

Unlimited Bounds Youth Services will withdraw its request for a hearing regarding the February 24, 2012, Notice of Intent to take Disciplinary Action and will have no further right to challenge or appeal that determination.

VIII. Enforcement Clause

If OHCQ or OIG determines that Unlimited Bounds Youth Services is not in compliance with COMAR 10.21.16, 10.21.17, 10.21.21, 10.21.29, 10.09.36 and its Medicaid Provider Agreement within a reasonable period of time through the period of probation, OHCQ or OIG will provide documentation supporting such determination to Unlimited Bounds Youth Services and Deryl Plevy, Deputy Director of Mental Hygiene Administration (MHA). If Unlimited Bounds Youth Services violates any condition of this Settlement Agreement or any law or regulation governing its program, MHA, after notice and an opportunity for a Show Cause Hearing, may impose any further sanction or disciplinary measure MHA may impose for violations of the laws or regulations governing PRP's, including, but not limited to, revocation or suspension. The Show Cause Hearing will be held before the Director of MHA, or the Director's designee. Unlimited Bounds Youth Services will have the burden to prove that it was not in violation of the Settlement Agreement or the laws or regulations governing its program. The Show Cause hearing is not a contested case hearing under the Maryland Administrative Procedures Act., Md. Code Ann., State Gov't § 10-201 et seq.

IX. Liability

This Settlement Agreement operates as a release and discharge only as to Unlimited Bounds Youth Services' liability in regard to the Department's civil administrative action, namely the notice of disciplinary actions dated February 24, 2012, and January 31, 2012.

X. Public Document

This Settlement 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.

XI. 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.

XII. 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. MHA shall keep the original, and a copy of the executed agreement will be delivered to Unlimited Bounds Youth Services in care of Markis Johnson, CEO. 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 Unlimited Bounds Youth Services consumers while this Agreement remains in effect.

UNLIMITED BOUNDS YOUTH SERVICES,

10-09-12
Date


Markis Johnson, CEO

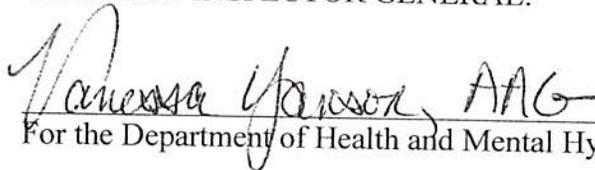
MENTAL HYGIENE ADMINISTRATION:

10-09-12
Date FOR


Vanessa Johnson, AAG
Brian Hepburn, Director

OFFICE OF INSPECTOR GENERAL:

10-09-12
Date


For the Department of Health and Mental Hygiene