



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
PO BOX 2675
HARRISBURG, PENNSYLVANIA 17105-2675

ADULT RESIDENTIAL LICENSING

PHONE: (717) 783-3670
FAX: (717) 783-5662

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

MAILING DATE: SEP 13 2010

Mr. Fred Wheeler, President
Wheeler Care Centers, Inc.
P.O. Box 70
Glenmore, Pennsylvania 19343

RE: Colonial Woods
1710 Creek Road
Glenmore, Pennsylvania 19343

Dear Mr. Hunter:

On June 9, 2009, the enclosed Stipulation of Settlement and Agreement (Agreement) was signed by Wheeler Care Centers, Inc. and the Pennsylvania Department of Public Welfare (Department). As a result of the Department's licensing inspection at Colonial Woods on August 16, 2010, violations with the terms of the Agreement were found as specified on the enclosed Violation Report. While the Department has complied with every provision of the Agreement requiring action on the part of the Department, I am concerned and disappointed that Wheeler Care Centers, Inc. has not met the provisions of the Agreement relating to its actions. Please inform me of your intent and plans to comply with the provisions of the Agreement.

The Department will continue to actively monitor compliance with 55 Pa.Code Ch. 2600 and with the Agreement. If full regulatory and settlement compliance is not achieved by Wheeler Care Centers, Inc. the Department will take appropriate license enforcement actions.

Sincerely,

A handwritten signature in cursive script that reads "Karen Kroh".

Karen E. Kroh
Director

Enclosures
Settlement Agreement
Violation Report

**VIOLATION REPORT
PERSONAL CARE HOMES – SETTLEMENT AGREEMENT**

NAME AND ADDRESS OF PERSONAL CARE HOME Colonial Woods 1710 Creek Road, Glenmore, PA 19343		BHA DOCKET NUMBER: 34-09-020 SETTLEMENT DATE: 6/9/09	CURRENT LICENSE NUMBER 198230
INSPECTION DATE(S) (Include all dates of the inspection) August 16, 2010		REGIONAL REPRESENTATIVE Michelle Morton, Christine McHale	
SIGNATURE OF LEGAL ENTITY	DATE	REGIONAL LICENSING APPROVAL OF PLAN OF CORRECTION	DATE

1 SETTLEMENT PROVISION (List number and text)	2 VIOLATION/CLASS	3 DATE BY WHICH CORRECTION WILL BE COMPLETED	4 PLAN OF CORRECTION (include a step-by-step plan to correct the specific violation, as well as a plan to assure the violation does not recur)	5 DATE COMPLIANCE VERIFIED BY DPW
SP-7 Appellant must provide or coordinate the provision of all services necessary to meet any resident's needs identified during the medical evaluation, assessment and support planning process. Detailed assessments and support plans must be developed for all the required service areas identified in the Department forms, with particular focus on medical service needs, mental health service needs, behavioral service needs, staff supervision, medication administration and mobility needs.	-The medical evaluation for Resident #1 dated 6/17/10 includes a history of falls and a fluid restriction of 1200 ml daily. The assessment dated 6/28/10 does not include the need for the fluid restriction. The assessment does include a visiting nurse and physical therapy. The support plan dated 7/8/10 states history of falls as "none" and does not include the visiting nurse, physical therapy or fluid restriction. According to Administrator A, the home has not restricted the resident's fluids.			

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	-The assessment for Resident #2 dated 1/26/10 states the resident is deaf and can read lips. The support plan dated 2/3/10 does not address the services provided to meet this resident's needs related to communication.			

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

IN THE APPEAL OF: Colonial Woods
BHA ID No. 9999
BHA Docket No. 34-09-020
Personal Care Home Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into this 9th day of ~~June~~ ~~April~~ 2009, by and between the Department of Public Welfare Adult Residential Licensing (Department) and Wheeler Care Centers, Inc. (Appellant), and its subsidiary entities, for the purpose of resolving the matters set forth herein.

WHEREAS, the Department is the State Agency entrusted with the oversight and administration of the licensing of personal care homes in the Commonwealth of Pennsylvania;

WHEREAS, Appellant operates Colonial Woods located at 1710 Creek Road, Glenmore, Pennsylvania 19343 as a personal care home licensed under statutes and regulations administered by the Department;

WHEREAS, by letter of March 12, 2009, the Department advised Appellant that the Department was refusing to renew Appellant's Third Provisional Certificate of Compliance (license) to operate a personal care home;

WHEREAS, Appellant timely filed an administrative appeal of the Department's action and the Bureau of Hearings and Appeals (BHA) that was scheduled a hearing for on June 11, 2009;

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

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

NOW, THEREFORE, the Parties, intending to be legally bound, do hereby mutually agree to the following Terms of the Agreement;

Terms of Agreement

1. All terms of this Agreement shall remain in effect for 18 months, 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 under the Agreement.

2. Appellant's personal care home (home) administrator, or his/her designee provided the designee meets the educational and training requirements for a personal care home administrator, meet independently with the Adult Residential Licensing County Coordinator, Central Regional Office no less frequently than every three (3) months to discuss the progress of the home's efforts to self-assess, monitor, correct and improve its operations, in addition to any other issues identified by the Department. The meetings must be scheduled by the Appellant.

3. The Department will provide technical assistance to the home regarding regulatory compliance for a period of one (1) year, or a shorter period of time provided that Appellant has made substantial progress toward full regulatory compliance as determined by the Department. The nature, substance, timing, and frequency of technical assistance will be determined by Department, subject to a standard of reasonableness. Appellant must accept and adhere to the technical assistance advice as reasonably provided by the Department.

4. Appellant's personal care home (home) administrator must complete a monthly self-inspection of the home for a time period of one year using the Department's 55 Pa. Ch. 2600 regulations and the corresponding Licensing Measurement Instrument and score sheet. Appellant must complete step-by-step, ongoing, permanent plans of correction, with dates by which corrections must be completed, for any violation(s) found during the completion of the monthly self inspection. Copies of the completed score sheets, with plans to correct and planned dates of correction for each violation must be submitted to the Department, Central Region Adult Residential Licensing Office, within 15 days of the completion of each self-inspection.

5. Within 90 days of the execution of this Agreement, Appellant must ensure that all direct care staff persons, the administrator and all other management staff persons receive training regarding fire prevention and safety from a local fire department or other fire safety expert. The Appellant must document that each staff person has received this training. Documentation must be submitted to the Department, Central Region Adult Residential Licensing Office, within 15 days of completion of the training. Along with the documentation, Appellant must provide the Department, Central Regional Adult Residential Licensing Office a list of names of all direct care and management staff persons who are employed by

Handwritten notes:
Corn
meat
etc.

Appellant at the time Appellant submits the documentation of completion of the training.

⑥ Within 120 days of the execution of this Agreement, Appellant must ensure that all direct care staff persons, the administrator and all other management staff receive training regarding food handling. The Department must approve the trainer before the training takes place. The Appellant must document that each staff person has received this training. Documentation must be submitted to the Department, Central Region Adult Residential Licensing Office within 15 days of completion of the training. Along with the documentation the Appellant must also provide the Department, Central Region Adult Residential Licensing Office a list of names of all direct care and management staff that are employed by Appellant at the time Appellant submits the documentation of completion of the training.

⑦ Appellant must provide or coordinate the provision of all services necessary to meet any resident's needs identified during the medical evaluation, assessment and support planning process. Detailed assessments and support plans must be developed for all the required service areas identified in the Department forms, with particular focus on medical service needs, mental health service needs, behavioral care service needs, staff supervision, medication administration and mobility needs.

⑧ Appellant must develop an activities program which will promote each resident's active involvement with other residents, the resident's families and the community. At least three (3) group activities must be offered each day, some at no additional cost to the residents, with at least three (3) group activities per week involving the community. The resident's likes and dislikes will be considered when planning the activities.

⑨ No residents will reside in the two rooms on the lower level which only have access to one exit each referred to by the home as the "Mahogany" and "Spruce" rooms. A waiver may be requested by the home following the execution of the Agreement; such waiver must include, but is not limited to, a written approval from the local building code authority to use the lower level bedroom windows as exits.

10. Upon execution of this Agreement, the Department will issue Colonial Woods a six-month fourth provisional license. Subject to full compliance with Ch. 2600 as determined by the Department through a full inspection of the home, and compliance with the Agreement, the Department will issue a twelve month regular license.

11. The Department acknowledges that Appellant has paid the fine of \$1026.00 for a repeated violation of § 2600.102(k) (relating to bathrooms) issued by the Department on April 7, 2009. Appellant agrees not to appeal and to

withdraw its appeal of this fine. The Department agrees to discontinue invoices for the April 7, 2009 fine.

12. Appellant agrees to pay the Department a non-refundable fine of \$3,000.00 payable to "Department of Public Welfare – PCH Act 185 Penalties-Restricted Fund Account", no later than 30 days following the execution of this Agreement, not as a penalty for regulatory violations, but rather to offset the Department's cost of providing technical assistance and of monitoring compliance with 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 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.

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. 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 Bureau of Hearing and Appeals (BHA) to determine the appropriateness of the Department's claim.

15. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.

16. The Department's 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 has obtained all necessary approvals to bind the Party he or she 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 date of this Agreement is the date set forth on page one, which will be completed by counsel for the Department on the date the Department's counsel executes this Agreement.

20. This agreement is available to the public and will be posted on the Department's website with the issuance of the license.

21. The Parties to this Agreement agree that they have read and fully understand this Agreement and this Agreement is entered into knowingly, voluntarily and intelligently with the advice of their respective legal counsel.

22. 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 altered, 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 alter, modify or amend the terms of this Agreement shall not be unreasonably withheld.

23. Once executed, this Agreement constitutes a resolution of the appeal and the Department shall file the Agreement with BHA, which shall constitute the Appellant's withdrawal of its appeal.

24. This Agreement shall be subject to the Pennsylvania Open Records Act and as such is public information.

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

Fred Wheeler
Fred Wheeler, Owner, Legal Entity

Kevin T. Casey/kek
Kevin Casey, Deputy Secretary
583 Health & Welfare Building
Harrisburg, PA 17120

Date: 06-09-09

Date: June 9, 2009

And:

And:

Kimber L. Latsha, Esquire.
Esquire Kimber L. Latsha
Counsel for Appellant
Legal Entity and Affiliates

Annika Walsh/aw
Counsel for
Department of Public Welfare

Date: 6/9/09

Date: June 9, 2009