



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

ADULT RESIDENTIAL LICENSING

PHONE: (717) 783-3670

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**CERTIFIED MAIL – RETURN RECEIPT**

**MAILING DATE: JUL 25 2011**

Ms. Julie L. Heeter, Administrator  
Maris Grove, Inc.  
Renaissance Gardens at Maris Grove  
500 Maris Grove Way  
Glen Mills, Pennsylvania 19342

Dear Ms. Heeter:

On September 9, 2010, the enclosed Stipulation of Settlement and Agreement (Agreement) was signed by Maris Grove, Inc. and the Pennsylvania Department of Public Welfare (Department).

This letter is in response to your June 30, 2011 inquiry regarding medication oversight by a Registered Nurse (RN) as defined in Provision #4 of the Agreement. The Agreement requires a RN be onsite a minimum of forty (40) hours per week performing duties or oversight related to medication ordering, administration, disposal, and record keeping. The RN is responsible for maintaining compliance with all aspects of 55 Pa.Code §§ 2600.181-190 (relating to medications).

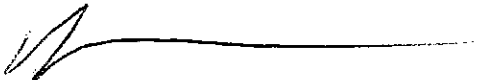
In the event the RN is unable to meet the forty (40) hours per week requirement due to illness, emergency, or vacation, a designee who meets the minimum qualifications of a Licensed Practical Nurse (LPN) may assume the responsibility of medication oversight as defined in Provision #4 of the Agreement. If the absence of the RN exceeds seven (7) consecutive days including weekends, arrangements must be made to obtain a substitute RN to assume the responsibilities defined in Provision #4 of the Agreement. Documentation of the absence must be maintained and the RN must conduct a medication audit or review upon return. The Administrator will assume first-line responsibility for maintaining compliance with all aspects of 55 Pa.Code §§ 2600.181-190 (relating to medications) in lieu of the onsite RN.

Ms. Julie L. Heeter, Administrator

This revision is restricted to Provision #4 of the Agreement and only applicable for the above mentioned reasons. All other elements of the Agreement remain in place for the duration of the Agreement.

The Department will continue to actively monitor compliance with 55 Pa.Code Ch. 2600 and with the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald Melusky', followed by a long horizontal line extending to the right.

Ronald Melusky  
Acting Director

Enclosure  
Stipulation of Settlement and Agreement

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

IN THE APPEAL OF:     Maris Grove, Inc.  
                              Renaissance Gardens at Maris Grove  
                              BHA ID No. 9999  
                              BHA Docket No. 034-10-0044  
                              Personal Care Home - Nonrenewal

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into this <sup>9<sup>th</sup></sup> day of ~~September~~ 2010; by and between the Department of Public Welfare, Adult Residential Licensing (Department) and Maris Grove, 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 Renaissance Gardens at Maris Grove, located at 500 Maris Grove Way, Glenn Mills, Pennsylvania 19342 that is the subject of this appeal and that is licensed under statutes and regulations administered by the Department;

WHEREAS, by letter of June 7, 2010, the Department advised Appellant that the Department was refusing to renew Appellant's First Provisional License to operate Renaissance Gardens at Maris Grove;

WHEREAS, Appellant timely filed an administrative appeal of the Department's nonrenewal action on June 14, 2010 and the Bureau of Hearings and Appeals (BHA) timely scheduled a hearing for September 1, 2010;

WHEREAS, by letter of August 13, 2010, the Department advised Appellant that it was assessing a fine in the amount of \$1,320.00 for regulatory violations of 55 Pa.Code Ch. 2600 (relating to personal care homes);

WHEREAS, on August 2, 2010, the Department verified that the home was in full compliance with the regulatory violations of 55 Pa.Code Ch. 2600 that resulted in the assessment of the \$1,320.00 fine, and that the total fine amount accrued for the period July 21, 2010 to August 2, 2010 was \$2,860;

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 two (2) years from the date of this Agreement, unless otherwise specified in this Agreement, effective upon execution by the Parties. The execution of the document by all Parties shall be promptly completed and the execution of the document triggers the time period for actions required in this agreement.
2. Appellant agrees not to request an increase in licensed capacity at Renaissance Gardens at Marls Grove OR apply for a license to operate a new personal care home or assisted living residence in Pennsylvania, until Appellant operates Renaissance Gardens at Marls Grove on a Regular License for a twelve (12) month continuous period.
3. Effective the date of this Agreement, Appellant will employ a full-time administrator who is on-site performing administrator duties at least forty (40) hours per week. During an absence of the administrator due to training, vacation, or illness, an employee who meets the educational and training requirements for a personal care home administrator as specified at 55 Pa. Code § 2800.53 (relating to qualifications and responsibilities of administrators) and § 2800.64 (relating to administrator training and orientation) will be present to meet the on-site forty (40) hour per week requirement.
4. Effective the date of this Agreement, Appellant will employ a full-time Registered Nurse who is on-site at least forty (40) hours per week and who is responsible for the oversight of all medication administration practices at the home, and who assumes first-line responsibility for regulatory compliance with 55 Pa. Code §§ 2800.181-190 (relating to medications). This individual may serve as the administrator in the absence of the full-time administrator required by Provision #3 of this Agreement provided the individual meets the educational and training requirements for a personal care home administrator as specified at 55 Pa. Code § 2800.53 (relating to qualifications and responsibilities of administrators) and § 2800.64 (relating to administrator training and orientation) for the purpose of compliance with Provision #3 of this Agreement.

5. Within 30 days of the effective date of this Agreement, Appellant will develop an assessment process to determine whether new and current residents can safely use and avoid poisonous materials. The assessment process will be specific to each resident based on the resident's individual needs, and will include, at a minimum a) measures to ensure the protection of each resident's right to have personal possessions that may be poisonous that concurrently prohibit access of such materials by residents who are unable to safely use and avoid poisonous materials, AND b) ongoing, periodic evaluations of each resident's ability to continue to use and avoid poisonous materials. Appellant will research and provide to residents and their designated persons a list of household and personal items that are not poisonous. Whenever possible, Appellant will use products and substances that are not poisonous in areas of the home accessible to residents.

6. Within 45 days of the effective date of this Agreement, the personal care home will be structurally analyzed by a fire safety expert that is approved by the Department in advance of the analysis. Based on the structural analysis, the fire safety expert will:

- Identify internal fire safe areas, if any
- Specify a safe evacuation time to the internal fire safe areas and/or outside of the building
- Develop an evacuation plan for the home

7. Within 90 days of the effective date of this Agreement, Appellant will train all direct care staff persons and other staff persons who will participate in fire drills in the evacuation plan developed in accordance with Provision #6 of this Agreement. All staff persons hired after this training is provided will receive training in the evacuation plan as part of the emergency preparedness orientation required by 55 Pa. Code § 2600.65 (relating to direct care staff person training and orientation).

8. Between the execution of this Agreement and December 1, 2010, the Registered Nurse specified in Provision #4 of this Agreement will attend and successfully complete the Department's Medication Administration Train-The-Trainer Course, unless the Registered Nurse specified in Provision #4 of this Agreement has attended and successfully completed the Department's Medication Administration Train-The-Trainer Course within the past two (2) years of the effective date of this Agreement.

9. Between the execution of this Agreement and October 1, 2010, all staff persons including the administrator, all management staff persons, and all maintenance staff persons will receive three (3) hours of training related to safe storage and use of poisonous materials from a source approved by the Department. This training will be in addition to the staff training required by 65 Pa. Code § 2600.64(c) (relating to administrator training) and § 2600.65(e) (relating to direct-care staff person training).

10. Between the execution of this Agreement and October 1, 2010, all staff persons including the administrator, all management staff persons, and all maintenance staff persons will receive three (3) hours of training related to infection control from a source approved by the Department. This training will be in addition to the staff training required by 55 Pa. Code § 2600.64(e) (relating to administrator training) and § 2600.65(e) (relating to direct-care staff person training).

11. By November 1, 2010, and every six (6) months thereafter, Appellant will conduct an independent medication audit. The medication audit will include a 20% random sample of the residents living in the home who receive medication administration by the home and assess regulatory compliance with 55 Pa. Code §§ 2600.161-160 (relating to medications). The audit must include the direct observation of medication administration and a record review of the 20% random resident sample. A written report of the medication audit must be sent to the Department within 15 days of completion of the audit. The medication auditor must be a Pennsylvania-licensed pharmacist or Pennsylvania-licensed registered nurse who is a Department-Certified Medications Administration Trainer. The medication auditor may not be the Registered Nurse specified in Provision #4 of this Agreement. The Pennsylvania-licensed pharmacist need not be a Department-Certified Medications Administration Trainer.

12. Between the execution of this Agreement and December 1, 2010, all direct-care and ancillary staff persons will receive three (3) hours of training related to the purpose and intent of regulatory administration. The training will be designed such that the staff persons' job duties at the home are explained in a regulatory context. A written report of the training session(s) must be sent to the Department within 15 days of completion of the session(s).

13. Appellant will fully implement the plans of correction contained in all Violation Reports issued by the Department prior to and after the execution of this Agreement, except where superseded by this Agreement.

14. Appellant will pay the Department a non-refundable fine of \$2,000, payable to "Department of Public Welfare -- PCH Act 185 Penalties-Restricted Fund Account" no later than 30 days following the execution of this Agreement. Payment of such fine does not preclude the Department from issuing new or continuing fines for regulatory violations identified after July 21, 2010 in accordance with 82 P.S. §§ 1086-1087 and 55 Pa. Code §§ 2600.251 and 260 (relating to enforcement).

15. The Department will issue a Second Provisional license, for a period of six (6) months, effective the date of this Agreement.

16. 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.

17. 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.

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

19. The BHA has 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.

20. 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.

21. 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.

22. 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.

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

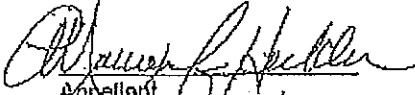
24. This Agreement constitutes the entire Agreement and understanding between the Parties relating to the specific matter contained herein, and supersedes any prior Agreements, whether oral or written, with respect thereto. This Agreement may not be amended or modified in any respect whatsoever except 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.

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

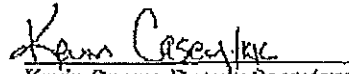
26. This Agreement is public information in accordance with 65 P.S. § 67.101 et seq.

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


  
Appellant  
Matthew J. Hepler

Maris Grove, Inc

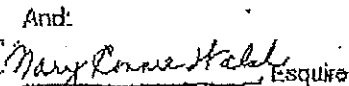
Date: 8/31/2010

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

Date: 9/9/10

And:  
 Esquire  
Counsel for  
Legal Entity Kimber L. Latch

Date: 9/2/2010

And:  
 Esquire  
Counsel for  
Department of Public Welfare

Date: 9/9/10