



pennsylvania
DEPARTMENT OF PUBLIC WELFARE

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
MAILING DATE: MAY 06 2013

Ms. Romona Donahue, Administrator
Kevin & Romona Donahue
Romona & Kevin Donahue Kelly and John Wolford
1143 Lapish Road
Pittsburgh, Pennsylvania 15212

Law Office of Louis Blauth
Two Gateway Center
603 Stanwix Street, Suite 1799
Pittsburgh, PA 15222

RE: Donahue Personal Care I
1610 Hybla Street
Pittsburgh, Pennsylvania 15212

Donahue & Wolford's California Manor
3527 California Avenue
Pittsburgh, Pennsylvania 15212

Dear Ms. Donahue:

On November 20, 2012, the enclosed Stipulation of Settlement and Agreement (Agreement) was executed between Legal Entity representatives (the "Legal Entities") of the above personal care homes and the Pennsylvania Department of Public Welfare (Department). Pursuant to Provision #2(c) of this Agreement, the Legal Entities agreed to remit twelve monthly payments of \$833.33 to the Department beginning December 20, 2012. On February 4, 2013, the Department received two payments of \$833.00 totaling \$1,666.00.

Pursuant to Provision #5 of the enclosed Agreement, violations of this Agreement are deemed a **MATERIAL BREACH**. Payment of the outstanding fine totaling \$2,499.99 is required within thirty (30) calendar days from the mailing date of this letter. Please make check or money order payable to the "Commonwealth of Pennsylvania" and remit payment to:

Mr. Kevin Brumbach, Headquarters Operations Manager
Bureau of Human Services Licensing
Department of Public Welfare
625 Forster Street
Room 631
Harrisburg, Pennsylvania 17120

Ms. Romona Donahue

The Department will continue to actively monitor compliance with 55 Pa.Code Ch. 2600 and with this Agreement. As agreed, timely monthly payments of \$833.33 are expected to resume as of May 20, 2013. Payment in accordance with this letter only remedies the current breach and lapse in required payments. If full regulatory and settlement compliance is not achieved in accordance with this Agreement, the Department will take appropriate licensing enforcement actions.

Sincerely,

A handwritten signature in black ink, appearing to read 'RM', is written over a long, thin horizontal line that extends to the right.

Ronald Melusky
Director

Enclosures
Settlement Agreement

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

**IN THE MATTER OF: Donahue's Personal Care III – St. Leo's Manor v.
Adult Residential Licensing
BHA ID: 9999
BHA Docket No.: 034-11-0028
Personal Care Homes – Non-Renewal**

**Donahue's Personal Care I v.
Adult Residential Licensing
BHA ID: 9999
BHA Docket No.: 034-12-0030
Personal Care Homes – Non-Renewal**

**Donahue's Personal Care II v.
Adult Residential Licensing
BHA ID: 9999
BHA Docket No.: 081-12-0024
Personal Care Homes – Non-Renewal**

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into this 20th day of November 2012, by and between the Department of Public Welfare Adult Residential Licensing ("Department") and Kevin & Romona Donahue; Kevin, Frank, Joanne & Romona Donahue; Romona & Kevin Donahue, Kelly & John Wolford (collectively, "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 homes listed at Appendix A as personal care homes licensed under statutes and regulations administered by the Department;

WHEREAS, the Department and the Appellant ("the Parties") both wish to resolve the above captioned 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 these appeals.

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 as long as Appellant operates the Donahue's Personal Care I ("Donahue I") and Donahue & Wolford's California Manor ("California Manor") homes, unless otherwise specified by this Agreement, effective upon execution by the parties. Full execution of the Agreement triggers the time period for actions required by this Agreement.
2. Appellant shall:
 - a. Within ten (10) days of the effective date of this Agreement, withdraw any suit, complaint, action or appeal pending in any forum naming the Department and/or its agents as defendants or respondents. This requirement applies to but is not limited to the following actions pending before the Department of Public Welfare, Bureau of Hearings and Appeals ("BHA") – docket numbers: 034-11-0028, 034-12-0030, 081-12-0024; the Commonwealth Court of Pennsylvania – docket numbers: 2004 CD 2011, 1622 CD 2012, 1730 CD 2012; and the Federal Third Circuit District Court – Civil Action number: 2:11-cv-01572-CB. In addition to the notice of withdrawal filed in BHA, Appellant shall also file the instant fully executed Agreement in BHA in each of the above captioned matters and serve notice of withdrawal of all suits, complaints, actions or appeals in any forum upon each of the named defendants or respondents.
 - b. Upon receipt of the closure and cease operation notices pertaining to Donahue's Personal Care II ("Donahue II") and Donahue III, St. Leo's Manor ("Donahue III") as referenced in Appendix A, fully cooperate with the Department's facility closure process including relocation of residents from Donahue II and Donahue III. While all residents of Donahue II and Donahue III will be offered relocation assistance, up to three (3) residents that are unrelated to Appellant may continue to reside at Donahue II and/or Donahue III provided that those individuals choose to continue residing there.
 - c. Pay the Department a nonrefundable fine of \$10,000.00, which the Department agrees to accept as payment in full for the total fine invoices of \$145,290.00. This \$10,000.00 fine shall be paid in equal monthly installments over a period of twelve (12) months from the effective date of this Agreement as set forth below.
 - i. The twelve (12) payments shall be made in increments of eight hundred, thirty-three dollars and thirty-three cents (\$833.33) per month

for each month comprising the period of payment under this Agreement.

- ii. The payments shall commence on the thirtieth (30) day following full execution of this Agreement.
- iii. Each of the eleven (11) remaining monthly payments to be made after the first payment shall be due in increments of thirty (30) days during the month and on the date on which the first payment is due unless that date occurs on a weekend or holiday, in which case the date on which payment shall be due will extend to the next work day. Each check representing each of the monthly payments shall be made payable to the "Department of Public Welfare-PCH Act 185 Penalties-Restricted Fund Account." at the following address:

Kevin Brumbach, Headquarters Operations Manager
Bureau of Adult Residential Licensing
Department of Public Welfare
Room 631
625 Forester Street
Harrisburg, Pennsylvania 17120

Any payment previously submitted to the Department to perfect fine appeals will not be refunded. Nothing in this Agreement precludes the Department from issuing new or continuing fines for regulatory violations identified after the effective date of this Agreement in accordance with 62 P.S. §§ 1085-1087 and 55 Pa. Code §§ 2600.261 and 268 (relating to enforcement).


- d. Within ten (10) days of the effective date of this Agreement, submit written acceptance of the directed plan of correction for the violations cited in the February 24, 2012 violation report issued to Donahue I via the May 8, 2012 license non-renewal notice.
 - e. Promptly enroll any staff that will serve as an Administrator at Donahue I and/or California Manor in the Department-approved 100-hour Administrator training program. All individuals that will serve as Administrators at Donahue I and/or California Manor must complete the 100-hour Administrator training program within one-year of the effective date of this Agreement.
3. The Department shall:
- a. Effective October 26, 2012, suspend closure proceedings underway at Donahue I and cease said closure proceedings upon full execution of this Agreement.

- b. Effective October 26, 2012, promptly notify all involved local agencies that the Department has suspended closure proceedings at Donahue I based on the Parties' agreement to settle all pending litigation.
 - c. Effective October 26, 2012, lift the ban on admissions imposed on Donahue I pending execution of the Agreement and re-licensure of Donahue I.
 - d. Within ten (10) days of the effective date of this Agreement and upon the Department's verification of compliance concerning the five (5) violations cited in the February 24, 2012 violation report, issue written notice to Appellant rescinding the Donahue I May 8, 2012 license non-renewal notice and issue a regular status license to Donahue I.
4. 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.
 5. Any violation by Appellant of any of the terms of this Agreement may 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 BHA to determine the appropriateness of the Department's action.
 6. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
 7. 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.
 8. 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.
 9. 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.
 10. The Parties to this Agreement agree that they have read and fully understand this Agreement. This Agreement is entered into knowingly, voluntarily and intelligently.
 11. 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

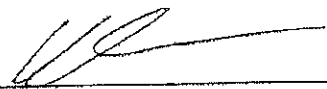
amended or modified in any respect whatsoever except in writing duly executed by an authorized representative of each of the Parties.

12. 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.



Kevin Donahue, Sr., For Appellant

Date: 11/9/12


Ronald Melusky, Director
DPW Adult Residential Licensing

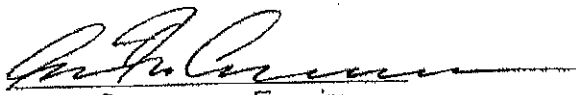
Date: 11/15/12

And:


Romona Donahue, For Appellant

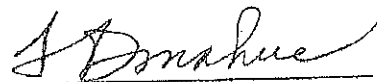
Date: 11/9/12

And:


Gene Cuccarese, Esquire
Counsel for
Department of Public Welfare

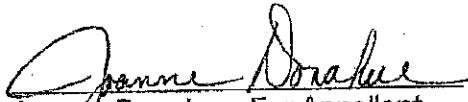
Date: Nov. 30, 2012

And:


Frank Donahue, For Appellant

Date: 11/9/12

And:


Joanne Donahue, For Appellant


Date: 11/09/12

And:


Kelly Wolford, For Appellant


Date: 11/9/12

And:


John Wolford, For Appellant

Date: 11/9/12

Witness:


Louis Blauth, Esquire
Counsel for Appellant

Date: 11-9-12

Appendix A

- 1) **DONAHUE'S PERSONAL CARE I**
KEVIN & ROMONA DONAHUE
1610 HYBLA STREET
PITTSBURGH, PA 15212
County: ALLEGHENY
- 2) **DONAHUE'S PERSONAL CARE II**
KEVIN, FRANK, JOANNE & ROMONA DONAHUE
2406 CALIFORNIA AVENUE
PITTSBURGH, PA - 15212
County: ALLEGHENY
- 3) **DONAHUE III ST LEO'S MANOR**
KEVIN & ROMONA DONAHUE
1215 SCHIMMER STREET
PITTSBURGH, PA - 15212
County: ALLEGHENY
- 4) **DONAHUE & WOLFORD'S CALIFORNIA MANOR**
ROMONA & KEVIN DONAHUE, KELLY & JOHN WOLFORD
3527 CALIFORNIA AVENUE
PITTSBURGH, PA, 15212
County: ALLEGHENY
- 5) **LINCOLN MANOR DONAHUE V (currently closed and unlicensed)**
KEVIN & ROMONA DONAHUE
140 LINCOLN AVENUE
PITTSBURGH, PA - 15202
County: ALLEGHENY