



**pennsylvania**  
DEPARTMENT OF HUMAN SERVICES

**CERTIFICATE OF COMPLIANCE**

This certificate is hereby granted to GAHC3 YORK PA ALF TRS SUB LLC  
LEGAL ENTITY

To operate SENIOR COMMONS AT POWDER MILL  
NAME OF FACILITY OR AGENCY

Located at 1775 POWDER MILL ROAD, YORK, PA 17403  
(COMPLETE ADDRESS OF FACILITY OR AGENCY)

ADDRESS OF SATELLITE SITE \_\_\_\_\_ ADDRESS OF SATELLITE SITE

ADDRESS OF SATELLITE SITE \_\_\_\_\_ ADDRESS OF SATELLITE SITE

ADDRESS OF SATELLITE SITE \_\_\_\_\_ ADDRESS OF SATELLITE SITE

To provide Personal Care Homes  
TYPE OF SERVICE TO BE PROVIDED

The total number of persons which may be cared for at one time may not exceed 166  
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.  
Secure Dementia Care Unit - 55 Pa.Code §§ 2600.231-239 - Capacity 28  
(MAXIMUM CAPACITY)

Restrictions: \_\_\_\_\_

This certificate is granted in accordance with the Human Services Code of 1967, P.L. 31, as amended, and Regulations

55 Pa.Code Chapter 2600: Personal Care Homes  
(MANUAL NUMBER AND TITLE OF REGULATIONS)

and shall remain in effect from July 19, 2018 until January 19, 2019,  
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **332101**

Robert E. Robinson  
ISSUING OFFICER

Carolyn K. Ellison  
DEPUTY SECRETARY

NOTE: This certificate is issued for the above site(s) only and is not transferable and should be posted in a conspicuous place in the facility.



**pennsylvania**  
DEPARTMENT OF HUMAN SERVICES

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

**MAILING DATE:**

**AUG 20 2018**

Mr. David Paveletz  
Executive Director  
GAHC3 York PA ALF TRS SUB, LLC  
18191 Von Karman Avenue, Suite 300  
Irvine, California 92612

**RE: Senior Commons at Powder Mill  
1775 Powder Mill Road  
York, Pennsylvania 17403  
License #: 332101**

Dear Mr. Paveletz:

Upon review, it was determined that the FIRST PROVISIONAL license, dated August 6, 2018 to February 6, 2019, was inaccurately issued. As such, The Department of Human Services, Bureau of Human Services Licensing hereby rescinds the FIST PROVISIONAL license dated from August 6, 2018 to February 6, 2019.

In accordance with the Settlement Agreement signed between GAHC3 York PA ALF TRS SUB, LLC d/b/a Senior Commons at Powder Mill and the Department of Human Services, Bureau of Human Services Licensing on July 19, 2018, enclosed is a FIRST PROVISIONAL license issued in accordance with 55 Pa.Code Ch. 2600 (relating to Personal Care Homes).

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Rowe'.

Jacqueline L. Rowe  
Director

Enclosures  
Settlement Agreement  
License

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF HUMAN SERVICES  
BUREAU OF HEARINGS AND APPEALS

IN THE APPEAL OF: Senior Commons at Powder Mill  
BHA ID No.: 9999  
BHA Docket No.: 034-18-0005  
Personal Care Home Licensure

RECEIVED  
Harrisburg Office  
JUL 23 2018  
Dept. of Human Services  
Hearings & Appeals

**SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement) is entered into this 19<sup>th</sup> day of July, 2018, by and between the Department of Human Services, Bureau of Human Services Licensing (BHSL and/or Department) and GAHC3 York PA ALF TRS. SUB, LLC d/b/a Senior Commons at Powder Mill, a licensed personal care home (Appellant)(hereinafter, each a Party and collectively the Parties), for the purpose of resolving the matters set forth herein.

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

WHEREAS, Appellant operates the licensed personal care home known as Senior Commons at Powder Mill, located at 1775 Powder Mill Road, York, PA 17403 (License No. 332100), that is the subject of this appeal and that is licensed under the statutes and regulations administered by the Department;

WHEREAS, by letter of May 21, 2018, the Department advised Appellant that it planned to revoke Appellant's license based on regulatory violations found during inspections in 2017 and 2018, subject to Appellant's right to challenge such revocation by a timely filed administrative appeal, and also imposed a ban on new admissions;

WHEREAS, Appellant timely filed such an administrative appeal (BHA Docket No. 034-18-0005);

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

WHEREAS, the Department and Appellant have reached mutually acceptable terms for the settlement and ending of this matter; then,

NOW, THEREFORE, the Department and Appellant, intending to be legally bound, do hereby mutually agree to the Terms of this Agreement as follows:

Terms of Agreement

1. The execution of this document by the Department and Appellant shall be promptly completed and the execution of the document triggers the time period for actions required by this Agreement.
2. Upon the execution of this Agreement, BHSL shall issue a First Provisional Certificate of Compliance for a period of six months to begin on the effective date of this Agreement and shall lift the ban on admissions, without prejudice to Appellant's right to be issued a regular certificate of compliance upon full compliance as permitted by Article X of the Human Services Code, 62 P.S. § 1008(d), and current Department policies and procedures.
3. Upon the execution of this Agreement, BHSL will update its licensure file for Appellant to delete, as a clerical error, all references to Kevin M. McCollum being a "Member" of the licensed legal entity LLC.
4. The home will develop a written reportable incident protocol that includes procedures for identifying and reporting incidents to BHSL and Aging as appropriate. All staff will be trained on the protocol immediately and quarterly thereafter for no less than 18 months. New staff will be trained on this protocol prior to providing direct care. Documentation of these trainings will be available to the Dept. upon request. The Administrator will keep documentation of a weekly review of reportable incidents, daily communication logs and other pertinent documentation to ensure incidents

are reported timely and accurately. The Administrator's review will be conducted for no less than 18 months.

5. The home will develop a written protocol for storage of protected resident information. All Direct Care Staff Persons will be trained on the protocol immediately and quarterly thereafter for no less than 18 months. New staff will be trained on this protocol prior to providing direct care. Documentation of these trainings will be available to the Dept. upon request. The Administrator or a management designee will check the medication carts and all areas of the home twice per day to ensure protected resident information is kept in a locked area. Documentation of these checks will be available to the Dept. upon request.
6. The home will develop a written fall protocol to address staff action in the event that a resident falls. The protocol will include at a minimum the requirement that all resident falls be addressed by immediate transport to the hospital for evaluation. All Direct Care Staff Persons will be trained on this protocol immediately and quarterly thereafter for no less than 18 months. New staff will be trained on this protocol prior to providing direct care. Documentation of these trainings will be available to the Dept. upon request. Alternatively, the home can employ registered nurses who will be present at the home at all times to evaluate residents in the event of falls.
7. All Direct Care Staff Persons will be trained in abuse/neglect, restraints as defined in 2600.202, and positive interventions by an outside source that is approved by the Department.
8. The Administrator or a management designee will make unannounced visits to the home during the overnight shift (between the hours of 1 a.m. and 5 a.m.) at least once per week for a period of 1 year to ensure staff use positive interventions to modify resident behavior and restraints are not present. Documentation of these visits will be available to the Dept. upon request.
9. The home will hire a registered nurse who has passed the medication administration course and the medication train-the-trainer course. The

registered nurse will be responsible for the management of the home's medication administration policies and procedures, to include a documented initial and quarterly review and update of the policies. Furthermore, the registered nurse will be present in the home no less than 20 hours per week and will oversee medication administration at least once per day on varying shifts and at different administration times. The registered nurse will conduct medication cart audits at least once per week. Documentation of these audits will be available to the Dept. upon request.

10. Direct Care Staff persons will be available to provide at least 3 hours of personal care services to each resident per day for residents with a mobility need and at least 2 hours for residents with no mobility need. This increased staffing level will be in place for no less than two years. This provision will be effective upon the execution of this Agreement as to residents in the Special Care Unit and, as to the facility as a whole, within thirty (30) days of the execution of this Agreement. The home may request an extension of such thirty (30) period for good cause, including a demonstrated shortage of available qualified staff; however, during the initial thirty (30) day period or any extension, the home may only admit new residents to the Special Care Unit until such time as it meets this requirement for the facility as a whole.
11. As of the execution of this Agreement, BHSL has determined that no payment of fines is due pursuant to the May 21, 2018 transmittal in light of actions taken by Appellant on or before the mandated correction dates.
12. 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. and 55 Pa. Code Chapters 20 and 2600.
13. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
14. The Bureau of Hearings and Appeals has exclusive original jurisdiction, subject to appellate judicial review of its decisions, over any dispute that

may arise with respect to the interpretation, application or enforcement of the terms of this Agreement.

15. Each individual signing this Agreement on behalf of a Party represents that such individual is duly authorized to sign this Agreement on behalf of the Party. Each of the undersigned represents that such undersigned has obtained all necessary approvals to bind the Party that such undersigned represents in this matter.
16. 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.
17. 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 that such Department counsel signs this Agreement.
18. The Parties to this Agreement agree that they have read and fully understand this Agreement and that this Agreement is entered into knowingly, voluntarily and intelligently with the advice of their respective legal counsel.
19. This Agreement constitutes the entire Agreement and understanding between the Parties relating to the specific matters 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 of the personal care home involved, the consent of the Department to amend or modify the terms of this Agreement shall not be unreasonably withheld.

- 20. Once this Agreement is fully executed, the Department will file this Agreement with the Bureau of Hearings and Appeals and such filing will constitute Appellant's withdrawal of this appeal as moot.
- 21. This Agreement is public information in accordance with Pennsylvania's current Right to Know Law.

RECEIVED  
 Harrisburg Office  
 JUL 23 2018  
 Dept. of Human Services  
 Hearings & Appeals

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

*Bruce G. Baron*

Bruce G. Baron, Esquire  
 Attorney I.D. No. 28090  
 CAPOZZI ADLER, P.C.  
 2933 North Front Street  
 Harrisburg, PA 17110-1250  
 (Attorney for Appellant)

DATE: *July 18, 2018*

*Mary Patterson Lavery*

Mary Patterson Lavery, Esquire  
 Senior Counsel  
 Office of General Counsel  
 Department of Human Services  
 Health & Welfare Building (3<sup>rd</sup> floor)  
 Harrisburg, PA 17120  
 (Attorney for Department)

DATE: *7-19-18*

*Jacqueline L. Rowe*  
 Jacqueline L. Rowe, Director *7-20-18*  
 Bureau of Human Services Licensing

DATE: