



pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to EMERITUS CORPORATION
LEGAL ENTITY

To operate BROOKDALE GRANDON FARMS
NAME OF FACILITY OR AGENCY

Located at 1100 GRANDON WAY, MECHANICSBURG, PA 17055
(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(S) TO BE PROVIDED

The total number of persons which may be cared for at one time may not exceed 120
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller
Secure Dementia Care Unit - 55 Pa.Code §§ 2600.231-239 - Capacity 30
(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 August 6, 2018 until February 6, 2019,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **316121**

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

Ms. Anna Munoz,
Assistant Secretary
Emeritus Corporation
6737 West Washington Street, Suite 2300
Milwaukee, Wisconsin 53214

RE: Brookdale Grandon Farms
1100 Grandon Way
Mechanicsburg, Pennsylvania 17055
License #: 316121

Dear Ms. Munoz:

Upon review, it was determined that the FIRST PROVISIONAL licence, dated August 14, 2018 to February 14, 2019, was inaccurately issued. As such, The Department of Human Services, Bureau of Human Services Licensing hereby rescinds the FIRST PROVISIONAL license dated from August 14, 2018 to February 14, 2019

In accordance with the Settlement Agreement signed between Brookdale Grandon Farms and the Department of Human Services, Bureau of Human Services Licensing on August 6, 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

RECEIVED
Harrisburg Office
AUG - 6 2018
Dept. of Human Services
Hearings & Appeals

IN THE APPEAL OF: Brookdale Grandon Farms
BHA ID No.: 9999
BHA Docket No.: 034-18-0006
Personal Care Home Licensure

SETTLEMENT AGREEMENT

August This Settlement Agreement (Agreement) is entered into this 6th day of ~~July~~, 2018, by and between the Department of Human Services, Bureau of Human Services Licensing (BHSL and/or Department) and Brookdale Grandon Farms, 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 Brookdale Grandon Farms, located at 11100 Grandon Way, Mechanicsburg, PA 17055 (License No. 316120), 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. 034-18-0006);

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. Within thirty (30) days of this Agreement, the Appellant shall develop a reportable incident protocol that includes procedures for identifying and reporting incidents to BHSL and the Department of Aging in accordance 55 Pa. Code § 2600.15 and 55 Pa. Code § 2600.16.
4. Within thirty (30) days of this Agreement, all staff shall be trained on the updated reportable incident protocol and reportable incidents in accordance with 55 Pa. Code § 2000.15 and 55 Pa. Code § 2600.16 and quarterly thereafter for no less than 18 months. New staff shall be trained on this protocol prior to providing direct care. The Appellant shall keep documentation of these trainings in accordance with 55 Pa. Code

§ 2600.66 (relating to staff training) and provide it to the Department upon request.

5. Effective the date of this Agreement, the Administrator or designee shall conduct a weekly review of reportable incidents, daily communication logs, and other pertinent documentation to ensure incidents are reported timely and accurately. The Administrator or designee shall conduct this review for no less than eighteen (18) months. The Appellant shall keep documentation of the weekly review and it shall be provided to the Department upon request.
6. Prior to or within thirty (30) days after the execution of this Agreement, the Appellant shall ensure that all staff receive training on reporting suspected abuse in accordance with 55 Pa. Code § 2600.15 by an outside source. The training must be conducted annually and for each new staff person before they provide direct care. The home shall obtain the Department's approval of the training source. The Appellant shall keep documentation of the training in accordance with 55 Pa. Code § 2600.66 (relating to staff training) and it shall be provided to the Department upon request.
7. Effective the date of this Agreement, all poisonous materials shall be stored in a locked area that includes signage regarding proper security of such materials. The Administrator or a designee shall check all areas of the home twice daily to ensure proper storage of poisonous materials. The Administrator or designee shall conduct these checks for no less than eighteen (18) months. The Appellant shall keep documentation of these checks.
8. Within thirty (30) days of this Agreement, the Appellant shall ensure that all staff is trained on proper security of poisonous materials. The Appellant shall keep documentation of this training in accordance with 55 Pa. Code §

2600.66 (relating to staff training) and it shall be provided to the Department upon request.

9. Effective the date of this Agreement, following the training noted in provision eight (8) above by an outside source, all staff shall be trained on proper security of poisonous materials quarterly thereafter for no less than 18 months. New staff shall be trained on this protocol prior to providing direct care. The Appellant shall keep documentation of this training in accordance with 55 Pa. Code § 2600.66 (relating to staff training) and it shall be provided to the Department upon request. In-house training or a videotape of the initial training "by an outside source" can be used for this on-going training.
10. Effective the date of this Agreement and for twenty-four (24) months thereafter, the Appellant shall employ registered nurses (RN) or licensed practical nurses (LPN) holding an active license in good standing issued by the Pennsylvania Department of State and medical technicians whose primary duties shall include, among other things, behavior management and medication management. Within thirty (30) days of the Agreement, at least one RN or LPN shall be on duty at the home for each day and evening shift; a medical technician shall be on duty for the night shift and an RN or LPN will be on call twenty-four (24) hours a day, seven (7) days a week. The on-call RN or LPN shall be documented for each night shift.
11. Within thirty (30) days of the effective date of this Agreement, the Appellant shall conduct a review of all resident assessments and update them according to each resident's change in need. The Appellant shall specifically assess for serious problematic social, sexual or abusive behaviors that may impact other residents. The assessment shall be completed by a registered nurse or licensed practical nurse. Direct care staff shall be consulted during the assessment process. This assessment shall be completed at least every six (6) months for twenty-four (24) months.

12. Effective the date of this Agreement, the Appellant shall update resident's support plan within five (5) calendar days of a new risk assessment or significant change in accordance with the assessment to indicate any appropriate risk prevention strategies as needed.
13. Effective the date of this Agreement and for 18 months thereafter, the Appellant shall develop and implement a protocol to train staff on any problematic behaviors identified through the assessment process outlined in paragraph eleven (11) above. The Appellant shall keep documentation of this training in accordance with 55 Pa. Code § 2600.66 (relating to staff training) and it shall be provided to the Department upon request.
14. Effective the date of this Agreement and for 18 months thereafter, the Appellant shall schedule qualified and trained staff persons in the secured dementia care unit capable of meeting or exceeding the supervision and service needs of the residents as defined by each resident's assessment and support plan. The Administrator or designee shall review and approve staff schedules at least one week in advance.
15. Effective the date of this Agreement and for 18 months thereafter, the Appellant shall ensure that Direct Care Staff persons shall be available to provide at least three (3.0) hours of personal care services to each resident per day for residents in the secured dementia care unit.
16. Effective the date of this Agreement, the Appellant shall fully implement all plans of correction contained in all Violation Reports issued by the Department since the last annual inspection on July 26, 2017.
17. 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.

18. 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.
19. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.

- 26. 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.
- 27. This Agreement is public information in accordance with Pennsylvania's current Right to Know Law.

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

C. Haines
 Cynthia A. Haines, Esquire
 Attorney I.D. No. 52659
 POST & SCHELL, P.C.
 17 North Second Street
 Harrisburg, PA 17101
 (Attorney for Appellant)
 DATE: August 5, 2018

Mary Patterson Lavery
 Mary Patterson Lavery, Esquire
 Senior Counsel
 Office of General Counsel
 Department of Human Services
 Health & Welfare Building (3rd floor)
 Harrisburg, PA 17120
 (Attorney for Department)
 DATE: August 6, 2018

Darlene Klamerus
 Darlene Klamerus
 District Director of Operations
 Brookdale Grandon Farms
 DATE: August 4, 2018

Jacqueline L. Rowe, Aug 6, 2018
 Jacqueline L. Rowe, Director
 Bureau of Human Services Licensing
 DATE: