pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to **THE BIRCHES OF LEHIGH OPCO LLC**
LEGAL ENTITY

To operate **THE BIRCHES OF LEHIGH VALLEY**
NAME OF FACILITY OR AGENCY

Located at **5030 FREEMSBURG AVE, EASTON, PA 18045**
(COMPLETE ADDRESS OF FACILITY OR AGENCY)

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

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 **130** (MAXIMUM CAPACITY)
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.

PROVISIONAL

Restrictions: **Secure Dementia Care Unit - 55 Pa.Code §§ 2600.231-239 - Capacity 57**

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 13, 2025** until **February 13, 2026**,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **232311**

ISSUING OFFICER

ACTING 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.

HS 628P – 04/23

Pennsylvania
Department of Human Services

Sent via email to: [redacted]
CERTIFIED MAIL – RETURN RECEIPT REQUESTED
MAILING DATE: AUGUST 18, 2025

[redacted]
The Birches of Lehigh OPCO LLC
[redacted]

RE: The Birches of Lehigh Valley
5030 Freemsburg Avenue
Easton, Pennsylvania 18045
Certificate #: 232311

Dear [redacted]:

In accordance with the Settlement Agreement signed by The Birches of Lehigh OPCO LLC and the Department of Human Services on August 13, 2025, enclosed is a FIRST PROVISIONAL license issued in accordance with 55 Pa. Code Ch. 2600 (relating to Personal Care Homes).

Sincerely,

Juliet Marsala

Juliet Marsala
Deputy Secretary
Office of Long-term Living

Enclosure
Licensing Inspection Summary

cc: [redacted]

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

IN THE APPEAL OF: **The Birches of Lehigh Valley**
BHA Docket No. B-25-06-03416
Personal Care Home Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into on the 13th day of August, 2025 by and between the Department of Human Services, Bureau of Human Service Licensing (Department) and The Birches of Lehigh OPCO, LLC d/b/a The Birches of Lehigh Valley (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 in the Commonwealth of Pennsylvania;

WHEREAS, Appellant operates The Birches of Lehigh Valley, located at 5030 Freemsburg Avenue, Easton, Pennsylvania 18045, as a personal care home licensed under statutes and regulations administered by the Department (Certificate of Compliance No. 232310);

WHEREAS, by letter of June 4, 2025, the Department advised Appellant that the Department was revoking Certificate of Compliance No. 232310 to operate a personal care home (home) and imposing a ban on admissions;

WHEREAS, Appellant filed a timely administrative appeal of the Department's revocation action on June 5, 2025, which is currently before the Department of Human Services, Bureau of Hearings and Appeals (BHA) at Docket No. B-25-06-03416 ("the appeal");

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

WHEREAS, the Parties have reached a mutually agreeable means of resolving this matter that will settle and end the 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 the Agreement shall remain in effect for two (2) years from the date of this Agreement, unless otherwise stipulated by this Agreement.

2. The Department will issue Appellant a first provisional license for a period of six (6) months, effective upon execution of this Agreement by the parties. The ban on new resident admissions to the home is removed as of the effective date of this Agreement.

3. The effective date of this Agreement shall be the date set forth on page one (1) of this Agreement, which will be completed by counsel for the Department on the date the Department's counsel signs this Agreement.

4. Appellant agrees not to request an increase in its current licensed capacity of 130 residents which may be cared for at any one time (including 57 for Secured Dementia Care Unit) until such time as a regular license is issued.

5. The Department will conduct a full inspection prior to the expiration of the first provisional license issued pursuant to Paragraph 2 above. Appellant may request an earlier inspection if they believe they have achieved full compliance at that time.

6. The Department confirms that the Directed Plan of Correction imposed for the violations involved in this matter has been fully implemented.

7. During the term of this Agreement, Appellant shall continue to have its Business Office Manager review Appellant's Drug and Alcohol Policy with all new hires during orientation and, to prevent violations, any suspicious activity will be immediately addressed with reasonable suspicion drug testing, disciplinary actions and mandatory reporting to the appropriate authorities and will be monitored by the Executive Director. Ongoing compliance, review of policy, and findings of ongoing rounds will be reviewed at the quarterly QA meetings. Appellant shall keep a record of all suspicious activity identified, and actions taken resulting from that activity.

8. As of April 14, 2024 through the term of this Agreement, Appellant's Department Heads that includes the Executive Director, Resident Care Director, Business Office Director, Resident Life Director, Maintenance Director and Food Service Director will conduct weekly unannounced rounds to monitor staff behaviors to ensure compliance with Appellant's Drug and Alcohol Policy, which checks will be documented with time and date, the person, the person completing the checks, any concerning behaviors that are identified and the disciplinary action taken as to any such concerning behaviors identified.

9. As of February 13, 2025 and through the term of this Agreement, Appellant's exit door iPhone alert system includes the feature that when an exit door opens, it will continue to alarm until an employee physically approaches the door and clears the door alert that is ringing; staff will be educated to respond to all door alarms; the alarm system will be monitored daily by the Executive Director and the Director of Environmental services.

10. The following ongoing Quality Assurance Actions shall continue for the term of this Agreement. Appellant shall keep documentation of all Actions under this paragraph:

a. Walking rounds completed in the community by the outgoing and incoming caregivers at each change of shift, as monitored daily by the wellness nurse and overseen by the Executive Director;

b. Ongoing compliance will be reviewed by the Executive Director at Quarterly QA meetings, beginning in July 2025, when Q2 of 2025 is reviewed;

c. The walking rounds completed at each change of shift will include a visual check that all in-house residents are present;

d. Appellant shall schedule qualified and trained staff persons in the secured dementia care unit and non-secured dementia care unit capable of meeting or exceeding the supervision and service needs of the residents as defined by each resident's preadmission screening and/or assessment and support plan;

e. Appellant will develop and implement elopement prevention policies and procedures to address alarms on doors and resident's ability to reenter the building after exiting, and adequate supervision of residents. Elopement prevention and elopement risk training will be provided at least every six months for all staff persons who work in the personal care home in both the secured dementia care unit and the non secure section;

f. Mock elopement drills will be conducted at least once every three (3) months. Mock elopement drills will be documented to include date, time, name of staff person conducting the drill, whether staff followed proper procedures and problems encountered.;

g. An elopement risk assessment will be completed for each resident who resides in the personal care home, both the secure dementia care unit and the non-secure care section, with Direct care staff consulted during the elopement risk assessment process and the assessment completed at least every three (3) months and more frequently if a resident demonstrates evidence of exit-seeking behavior.

11. All documentation required under this agreement is immediately available to the Department upon request pursuant to 62 P.S. § 1016 and 55 Pa. Code § 20.34.

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.*, 55 Pa.Code §§ 20.1 *et seq.* and 55 Pa.Code §§ 2600.1 *et seq.*

13. 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 Human Services 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 take any action it determines to be appropriate, and the Appellant retains the right to request an appeal of any such administrative action before BHA.

14. The Parties 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 counsels.

15. The Parties agree that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.

16. This Agreement constitutes the entire Agreement and understanding between the Parties relating to the specific matter contained herein. This Agreement may not be rescinded, amended or modified, except in writing by both Parties.

17. 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.

18. Once this Agreement is executed the Department shall file this Agreement with BHA, and such filing will constitute Appellant's withdrawal of its appeal at BHA Docket No. B-25-064-03416.

19. 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 and bind the Party to this Agreement.

20. 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.

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

WHEREFORE, the Parties hereby stipulate and agree to the preceding conditions and term of settlement.

[redacted]

DATE: 8/12/2025

Governor's Office of General Counsel
Department of Human Services
Counsel for the Department

DATE: 8/13/25