pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to **HIGHLAND PARK SENIOR LIVING LLC**
LEGAL ENTITY

To operate **HIGHLAND PARK SENIOR LIVING**
NAME OF FACILITY OR AGENCY

Located at **874 SCHECHTER DRIVE, WILKES-BARRE TOWNSHI, PA 18702**
(COMPLETE ADDRESS OF FACILITY OR AGENCY)

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

PROVISIONAL

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

Restrictions: **Secure Dementia Care Unit - 55 Pa.Code §§ 2600.231-239 - Capacity 24**

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 18, 2025** until **February 18, 2026**,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **226301**

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 22, 2025

[redacted]
Highland Park Senior Living LLC
874 Schechter Drive
Wilkes-Barre Township, Pennsylvania 18702

RE: Highland Park Senior Living
874 Schechter Dr,
Wilkes-Barre Twp, Pennsylvania 18702
Certificate #: 226301

Dear [redacted]:

In accordance with the Settlement Agreement signed by Highland Park Senior Living LLC and the Department of Human Services on August 18, 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
GOVERNOR'S OFFICE OF GENERAL COUNSEL

August 18, 2025

Via Email and First-Class Mail

[redacted]
Department of Public Welfare
Bureau of Hearings and Appeals
[redacted]

RE: Highland Park Senior Living
BHA Docket No. B-25-04-05064
Personal Care Home Licensure

Dear [redacted]:

Enclosed for filing please find the *Settlement Agreement* ("*Agreement*") that has been entered between the parties with respect to the above-referenced appeal. Pursuant to Paragraph 24 of this *Agreement*, the appeal may be marked as settled and ended, and a hearing is not necessary.

Please date-stamp and return a copy of these filings in the enclosed self-addressed envelope. Thank you for your kind consideration of this matter.

Sincerely,

[redacted]

Enclosures
c: [redacted]

OFFICE OF CHIEF COUNSEL | DEPARTMENT OF HUMAN SERVICES
39 Public Square | Suite 101A | Wilkes-Barre, PA 18701
Ph: 570-820-4851 | Fx: 570-820-4853 | www.dhs.state.pa.us

PA pennsylvania

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

IN THE APPEAL OF: **HIGHLAND PARK SENIOR LIVING**
BHA Docket No. B-25-04-05064
Personal Care Home Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into on the 12th day of August, 2025 by and between the Department of Human Services, Bureau of Human Services Licensing (Department) and Highland Park Senior Living, LLC d/b/a Highland Park Senior Living (Appellant or Highland Park) 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 Highland Park Senior Living, located at 874 Schechter Drive, Wilkes-Barre Township, Pennsylvania 18702, as a personal care home licensed under statutes and regulations administered by the Department (Certificate of Compliance No. 226300);

WHEREAS, by letter of April 2, 2025, the Department advised Appellant that the Department was revoking Certificate of Compliance No. 226300 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 April 10, 2025, which is currently before the Department of Human Services, Bureau of Hearings and Appeals (BHA) at Docket No. B-25-04-05064 ("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. Issuance of this license

serves as a removal of the ban on new resident admissions to the home. However, admissions shall be limited to two per day, and no more than five new admissions per week for the first six months of the settlement agreement.

3. Appellant agrees not to request an increase in its current licensed capacity of 160 residents which may be cared for at any one time (including 24 for Secured Dementia Care Unit) until such time as a regular license is granted.

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

5. As of the effective date hereof, Highland Park has hired a new Administrative Assistant for Admissions (copy of resume attached hereto as Exhibit A). All new staffing positions added pursuant to this Agreement shall remain in place for the 2-year duration of this Agreement.

6. As of the effective date hereof, Highland Park has updated its policies and procedures to include preadmission assessment for fall and elopement risks with interdisciplinary review (a copy of the policy and procedures is attached as Exhibit B). Interdisciplinary review will be conducted by the Geriatric Assessment Team consisting of the Admissions Director, the Executive Director, the Operation Manager, the Director of Wellness and an LPN, who will review all assessment materials for all new admissions and be in agreement for placement in the facility prior to admission acceptance. Preadmission screening will include, prior to admission to ensure the home can meet resident needs, assessment of the level of support and supervision needed by the resident, which will be implemented by a member of the Geriatric Assessment Team and include information provided by the Resident Designated Person Assessment form (a copy of this form is attached as Exhibit C). Appellant will develop a support plan to meet all needs identified in the preadmission screening prior to admitting the resident to the personal care home.

7. Information of all new residents will be shared with all of Appellant's department managers (a description of their titles and responsibilities is attached as Exhibit D) by having the New Resident Form emailed to them to share with their team. The Form is also printed and distributed to Med Techs to be discussed during shift report. The Form is also shared with kitchen and housekeeping staff. The Form will serve as an introduction to the new residents and provide a brief overview of all care needs (a copy of the New Resident Form is attached as Exhibit E). New residents will be initially monitored for their adjustment to the facility during their first 72 hours in the facility using face-to-face encounters every two (2) hours for regular personal care residents and once every hour for SDCU residents. Each monitoring check will be documented with resident name, time, location, and staff initials (a sample documentation is attached as Exhibit F).

8. As of the effective date of hereof, Highland Park is providing additional training for staff on its Elopement Policy (a copy of the updated Elopement Policy and Procedures is attached as Exhibit G). The First training and drills were completed on March 27, 2025. Training on Fall Hazards started on March 31, 2024). Training on Managing Behaviors in Dementia was completed by the end of June 2025. Highland Park also contracted with the National Council for

Certified Dementia Practitioners on April 7, 2025 to schedule ZOOM training for staff, including Certified Dementia Practitioner Training for LPNs, the Geriatric Assessment Team, Staff Supervisor in Memory Care and designated Personal Care staff, along with their providing Train the Trainer for our staff to train new employees. Elopement drills will be conducted and documented quarterly for all onsite employees. Documentation will be immediately available to the Department upon request. The Administrator will conduct the quarterly elopement drills to include activation of door alarms (a copy of the Elopement Drill, Elopement Risk Assessment and Post Elopement Checklist are attached as Exhibit H).

9. Highland Park has developed and implemented as of April 11, 2025, The Bridges Connections Program (a copy of the policy and procedures for this program is attached as Exhibit I). Seven (7) residents are currently placed in this program, each determined to show signs of increased dementia and elopement risk through the elopement risk assessment. This program offers additional support staff to monitor residents with memory care needs who reside in personal care and not the SDCU. The support staff offer companionship and activities throughout the day and also monitor nutrition and hydration. Door alarms have been added to resident doors to be used for safety on the overnight shift. All residents who meet the criteria for the SDCU and are at risk for elopement must be served in the SDCU. For residents who are at risk for elopement but do not meet the criteria for the SDCU pursuant to 55 Pa. Code § 2600.211, the home develops and maintains an alternative risk mitigation approach that includes additional supervision and programming to safely serve the resident's needs and to mitigate the risk of elopement. The Bridges Connections Program provides additional support and supervision for residents who score higher on the elopement assessment. The assessment is completed on admission and quarterly thereafter or as needed when there is a significant change. Bridges Connections residents may not be a candidate for the SDCU but will benefit from additional services. The Bridges Connections Program allows the home to safely serve the residents' needs and mitigate elopement risk and is designed to improve the quality of life for individuals with dementia and cognitive impairment using interventions that have been proven effective through research from the Alzheimer's Association, NCCDP and HealthCap Risk Management Services Those residents who are actively "exit seeking" will be admitted to the SDCU or required to have one-on-one private aid. If the private aide secured by the resident or resident's decision maker is not available, Highland Park shall maintain a contract with Visiting Angels or another qualified provider to provide aide staffing when needed. All documentation shall be immediately available to the Department upon request.

10. For all training that staff is required to receive pursuant to this Agreement or personal care home regulations, the home must conduct skills checks and competency-based testing to ensure that the staff learned and can do what the training provided. Skill checks are observation checks of staff performing the task to make sure they can perform it correctly. Competency-based testing can be oral or written. Skill checks must be done annually at a minimum (a copy of the home's Training Policy and Competency Test/Observation of Skill is attached as Exhibit J). The Home shall maintain documentation evidencing the results of competency tests and skill checks for each staff person, which shall be immediately available to the Department upon request.

11. Highland Park will be adding a new Medication Trainer, who will be promoted after completing the required training (staff signed up on April 16, 2025 to complete the Train the Trainer course). Medication Cart Audits will be done monthly by a Keystone Pharmacist or another licensed pharmacy, a certified Medication Trainer, or a staff person licensed as an R.N. or L.P.N.. Keystone Pharmacy completed the first such Audit on April 11, 2025. Medication Administration Record Audits will be conducted daily by the Director of Wellness or Med Tech, and weekly by the Executive Director, and have been so conducted since January 15, 2025. Keystone Pharmacy will focus on expiration dates and open dates. Certified Medication Trainer audits cover all aspects of medication administration to ensure medications in carts match up with Medication Administration Records to ensure that all medications are in the four (4) med carts.

12. Highland Park will complete the following Audits:

(a) Weekly Support Plan Update Audits by the Director of Wellness, Executive Director, Nursing and staff from the Wellness Department, the first completed on March 18, 2025.
(b) Support staff along with housekeeping will check bed enablers and random rooms weekly to ensure regulatory compliance throughout the facility, with audit forms completed starting January 15, 2025.

13. Staff and residents were advised on April 5, 2025. Staff training was completed on April 7, 2025. Highland Park completed work on the following two system enhancements for the door alarm system:

(a) System A – (Security System) this system will go into alarm when an emergency exit door with a contact is opened. Upon alarm, an announcement will be played over the building PA system to signal that there is a door alarm has been activated. When the staff are alerted, they will go to the Wellness Center to check a keypad with a LCD screen that will give a description of the doorway in alarm. Staff will report to that door immediately to assist resident. System installation is completed as of July 29, 2025, and will be fully implemented on August 1, 2025.
(b) System B – (Emergency Doorbell) if the exterior alarms button is pushed, it will go directly to the TEK-Care nurse call system in the Wellness Center this will alert staff that a certain doorbell has been activated and staff will go to the identified door to assist resident. This system is currently in use.
(c) Staff will test System A and System B at least once per month, on all 3 shifts (day, evening, overnight). Staff shall rotate the location of the exit door being tested by means of a mock elopement and shall document the date, time, person(s) conducting the testing and document any issues encountered. Documentation shall be immediately available to the Department upon request.
(d) Upon the sounding of any alarm, staff will go directly to the door identified in-person to confirm that no residents exited the building. Due to the installation of the 4-stage wander safety system, staff are not needed to immediately check the perimeter of the building because the alarm system notifies staff of the location of the door that has been entered/exited. If an emergency door alarm is activated, the location of the door is identified so staff are aware of which door has been activated and will go immediately

to that door. System A will also announce the door has been activated on the PA system and to report to the wellness center where a notification of the door location will be sent to LCD Screen. The stop sign red emergency door alarm system is currently in use and will be replaced with systems A & B which installation began in May 2025 and was completed on July 29, 2025 and will be fully implemented on August 1, 2025. If a resident has not been located by the door that activated the alarm, staff will begin to check the perimeter of the building with the exterior cameras and in-person and confirm all residents present in the home. All staff have been trained to respond to the door alarms and follow elopement procedures.

14. Highland Park has secured a vendor and paid a down payment for installation of a Wander-Guard system for the home and will be implementing such a system. The vendor estimates that it will be in full use on or around September 1, 2025. Highland Park cannot guarantee that date as installation is out of our control. The Wander-Guard system is a supplement to the A&B systems and intended for residents identified as elopement residents as noted below.

15. Highland Park installed Exterior Ring Cameras on April 7, 2025, which are monitored on an iPad in the Wellness Center. That system has been replaced by an exterior hardwired surveillance systems installed by Prograde Computers, with cameras views on all exterior doors, viewable livestream through a large monitor on the wall of the Wellness Center and also accessible on all managers' computers, as well as on the iPAD and 3rd cart TEK-Care phone the lead Med Tech keeps on the med cart and on the Executive Director's phone.

16. This system is a backup to the door-alarm system, permitting staff to refer to the available video records during a search. The system will be monitored as follows:

a. Staff will be alerted by the sounding of the door alarms on exit doors to refer to camera footage accessible in Wellness Center on computer or tv monitors, ipad, 3rd medication cart supervisor phone, manager phones or manager computers.
b. The camera system will send a notification to the Executive Director's phone as well as the 3rd medication cart supervisor's phone when the motion detection has been activated prompting them to refer to camera footage and notify staff.
c. System A will alert staff over page overhead when one of the system doors with a contact is open and location of opened door will be on LCD display in Wellness Center where staff can go to door to do a visual search and refer to cameras on one of the computers.
d. A livestream of the camera system is available in the Wellness Center all day every day for staff to refer to as needed.
e. System B – are emergency buttons located on the exterior of all the exit doors. If the emergency button is pushed it will alert the TEK-Care nurse call bell system in the Wellness Center for staff to respond to that door.
f. The Wander Guard system will alert to the monitor in Wellness Center as to which door resident has exited and will alert to which resident it has identified. Staff will refer to the camera footage.
g. Residents in the Bridges Connections program that have been identified as an elopement risk will utilize the Wander-Guard system. Staff will monitor daily

that each resident is wearing the wander-guard bracelet and that it is in good working condition.

17. 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.

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

19. 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 any such administrative action before BHA.

20. 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.

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

22. 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.

23. 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.

24. 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-25-04-05064.

25. 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.

26. 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.

27. 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]
(Appellant)

DATE: 8/12/25

Juliet Marsala
Juliet Marsala, Deputy Secretary
Office of Long-term Living
Department of Human Services

DATE: 8/12/25

[redacted]

DATE: Aug. 12, 2025

[redacted]

DATE: 8/12/25

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

IN THE APPEAL OF: **Highland Park Senior Living**
BHA Docket No. B-25-04-05064
Personal Care Home Licensure

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing **Settlement Agreement** upon all parties of record in this proceeding in accordance with the requirements of 1 Pa. Code § 33.32 (relating to service by a participant), by mailing a true and correct copy of the documents to either the parties directly, or to their counsel of record at the address shown below by email:

[redacted]

Date: 8/18/25

[redacted]

Governor's Office of General Counsel
Department of Human Services

[redacted]