



pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to CORNELL ABRAXAS GROUP, LLC.

LEGAL ENTITY

To operate ABRAXAS ACADEMY

NAME OF FACILITY OR AGENCY

Located at 1000 ACADEMY DR., P.O. BOX 645, MORGANTOWN, PA 19543

(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 Secure Detention

TYPE OF SERVICE(S) TO BE PROVIDED

The total number of persons which may be cared for at one time may not exceed 54
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.

(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 3800: Child Residential and Day Treatment Facilities

(MANUAL NUMBER AND TITLE OF REGULATIONS)

and shall remain in effect from April 17, 2026 until October 17, 2026 ,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **144051**


ISSUING OFFICER



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 – 03/23



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES

Certified Mailing Date: May 1, 2026

[REDACTED] VP
Cornell Abraxas Group LLC
[REDACTED]

RE: Abraxas Academy
1000 Academy Drive.
P.O. Box 645
Morgantown, PA 19543
LICENSE/COC#: 144051

Dear [REDACTED]

Consistent with Paragraph three (3) of the Settlement Agreement between the Commonwealth of Pennsylvania, Department of Human Services, Office of Children, Youth and Families ("Department"), and Cornell Abraxas Group, LLC operating as Abraxas Academy Secure Detention Unit, enclosed please find a First Provisional Certificate of Compliance ("First Provisional License") to operate the Secure Detention Unit at 100 Academy Drive in Morgantown, PA under License Number 144051. The First Provisional License is issued following the Department's determination after inspection that the Secure Detention Unit is in substantial compliance with the Human Services Code and Department regulations. Please note that this First Provisional License is good for a period of six (6) months is effective from 4/17/2026 to 10/17/2026. Prior to the expiration of the First Provisional License a subsequent renewal inspection will occur to determine continued compliance with the Human Services Code and Department regulations, consistent with Paragraph 4 of the Settlement Agreement. Additionally, continued compliance with the terms of the Settlement Agreement, as well as the Human Services Code and Department regulations is required in order to maintain licensure.

As a reminder, 55 Pa. Code § 20.56 requires that the license be posted in a public place at your agency. We thank you for your cooperation and partnership as a licensed provider with the Commonwealth, and please feel free to contact us with any questions.

Sincerely,

Laval Miller-Wilson, JD
Deputy Secretary
Office of Children, Youth and Families

Enclosure
Settlement Agreement, Attachment A
Licensing Inspection Summary, Attachment B

OFFICE OF CHILDREN, YOUTH AND FAMILIES

Department of Human Services
Office of Children, Youth and Families
Licensing Inspection Summary
55 PA.CODE CHAPTER 3800

April 23, 2026

[REDACTED] VICE PRESIDENT
CORNELL ABRAXAS GROUP, LLC.
[REDACTED]

RE: ABRAXAS ACADEMY
1000 ACADEMY DR., P.O. BOX 645
MORGANTOWN, PA, 19543
LICENSE/COC#: 14405

Dear [REDACTED]

As a result of the Pennsylvania Department of Human Services, Office of Children, Youth and Families licensing inspections on of the above facility, no regulatory citations have been identified as a result of this inspection.

Please note that you are required to post this Licensing Inspection Summary at your facility in a conspicuous location.

Sincerely,
[REDACTED]

Enclosure
Licensing Inspection Summary (LIS)

cc: Pennsylvania Office of Children, Youth and Families

Agency/Facility Information

Name: ABRAXAS ACADEMY

License Number: 14405

Address: 1000 ACADEMY DR., P.O. BOX 645, MORGANTOWN, PA 19543

License Expiration: 06/01/2026

County: BERKS

Administrator

Name: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Legal Entity

Name: CORNELL ABRAXAS GROUP, LLC.

Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Inspection Information

Start Date: 04/17/2026

End Date: 04/17/2026

Type: Complaint

Notice: Announced Visit

Inspector(s): [REDACTED]

Inspection Narrative

The Department completed a scheduled visit at the facility on April 17, 2026, to ensure any outstanding regulatory out of compliance areas were rectified. The Department has confirmed that at this visit there were no deficiencies found at this time.

Inspections / Reviews**04/17/2026 - Complaint**

Lead Inspector: [REDACTED]

Follow-Up Type: Not Required

NO DEFICIENCIES FOUND

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

**IN THE APPEAL OF: Abraxas Academy Secure Detention Unit
 BHA Docket No.: [REDACTED]
 Child Residential and Day Treatment Facility**

SETTLEMENT AGREEMENT

This Settlement Agreement (*hereinafter* "Agreement") is entered into this 7th day of April, 2026 by and between the Department of Human Services, Office of Children, Youth and Families (*hereinafter* "Department") and Cornell Abraxas Group, LLC operating as Abraxas Academy Secure Detention Unit (*hereinafter* "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 certification of Child Residential and Day Treatment Facilities in the Commonwealth of Pennsylvania; and

WHEREAS, the Appellant operates a Secure Detention Unit at its Facility located at 1000 Academy Drive in Morgantown, PA with a Legal Entity address of Cornell Abraxas Group, LLC located at [REDACTED] and is subject to certification by the Department under Article IX and Article X of the Human Services Code, 62 P.S. § 1001, *et seq.*, and regulations at 55 Pa. Code§ 20.1, *et seq.* and 55 Pa. Code§ 3800.1, *et seq.*; and

WHEREAS, on November 25, 2025 the Department issued a Notice of Revocation to Appellant for License# 144050, alleging that violations committed by Appellant demonstrated noncompliance with licensing regulations, as well as gross incompetence, negligence, and misconduct in the operation of the Secure Detention Unit at the Facility, including failure to provide access and lack of suitability pursuant to 62 P.S. §§ 1007; 1026(b)(1),(4); and 55 Pa. Code§§ 20.71(a)(1),(2),(6)

WHEREAS, Appellant denies the allegations set forth in the Notice of Revocation and filed a timely appeal to the Department of Human Services, Bureau of Hearings and Appeals (*hereinafter* "BHA"); and

WHEREAS, the appeal is before BHA at Docket No. [REDACTED] and

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

WHEREAS, the Parties have reached a mutually agreeable means of resolving the matter that will settle and end this appeal.

TERMS OF THE AGREEMENT

NOW THEREFORE, the Department and Appellant, intending to be legally bound, do hereby mutually agree to the following terms:

1. All terms of this Agreement shall remain in effect for a period of two (2) years from the date of execution in Paragraph 2, unless otherwise specified in this Agreement, or otherwise modified by any subsequent agreements.
2. The execution date of this Agreement is the date set forth on page one (1) of this Agreement, which will be completed by counsel for the Department on the date counsel for the Department signs this Agreement.
3. Within thirty (30) days of the execution date of this Agreement, the Department will conduct, and Appellant agrees to fully cooperate with, an unannounced on-site physical inspection of the Secure Detention Unit area of the Facility. If the results of the inspection are determined by the Department to be satisfactory, the Department will issue Appellant a first provisional certificate of compliance to operate Abraxas Academy Secure Detention Unit located at 1000 Academy Drive in Morgantown, PA, for a period of six (6) months.
4. Prior to the expiration of the first provisional certificate of compliance in accordance with (62 P.S. § 1008(c)), the Department will conduct an announced or unannounced inspection, including any follow-up inspections, to determine whether a second provisional license may be issued. If Appellant is not in substantial compliance with the Human Services Code (62 P.S. § 1001, *et seq.*) and Department regulations (55 Pa. Code § 20.1, *et seq.*; 55 Pa. Code § 3800.1, *et seq.*), the Department may revoke Appellant's provisional license for the Secure Detention Unit of the Facility in accordance with 55 Pa. Code §§ 20.71(a), (b). If Appellant is in full and complete compliance, the Department will issue a full Certificate of Compliance for the Secure Detention Unit. If Appellant is in substantial but not full and complete compliance, the Department may issue a second provisional license for the Secure Detention Unit.
5. Appellant shall not interfere, impede, obstruct, or withhold information during any unannounced, announced, or complaint inspection conducted by the Department while conducting any inspection or monitoring visit under the Human Services Code (62 P.S. § 1001, *et seq.*) and Department regulations (55 Pa. Code § 20.1, *et seq.*; 55 Pa. Code § 3800.1, *et seq.*).
6. Within 45 days of the date executed on Page 1, Appellant shall provide training on recognizing and reporting child abuse and child neglect to all employees, including administrators, at Appellant's Facility located at 1000 Academy Drive in Morgantown, PA.

7. Within 45 days of the date executed on Page 1, Appellant shall provide training on reportable and recordable incidents, consistent with 55 Pa. Code §§ 3800.16, 3800.17, to both employees and administrators who work at Appellant's Facility located at 1000 Academy Drive in Morgantown, PA.
8. The Department's reduction of the maximum capacity of License #144050 to 25 youth is rescinded, and the Facility's authorization to operate at maximum licensed capacity is fully restored subject to the terms of the provisional license.
9. The Secure Detention Unit youth shall reside under one license, and reside in a separate area from Secure Care youth. Additionally, the Secure Detention Unit youth who are federally placed shall be housed in a separate sub-unit of the Secure Detention license to prevent commingling with state or county placed Secure Detention youth. Appellant shall be responsible for ensuring the existence of a secure door that separates the federally placed youth from the state or county placed youth.
10. The Secure Care Unit youth should be under one license, and reside in a separate area from Secure Detention youth. Additionally, the Secure Care Unit youth who are federally placed shall be housed in a separate sub-unit of the Secure Care license from the state or county placed Secure Care youth. Appellant shall be responsible for ensuring the existence of a secure door that separates the federally placed youth from the state or county placed youth.
11. The term "reside" in this Agreement shall mean the place where the youth are housed during sleeping hours as well as during daytime hours when they are not utilizing mixed-use rooms of the Facility. The term "mixed-use rooms" include, but are not limited to a cafeteria, gymnasium, recreational yard, classrooms, hallways, stairways, and the transitional hallways between the American and National wings of the Facility. Paragraphs 9 and 10 above do not prevent Appellant from using mixed-use rooms for operation of the Facility so long as Secure Detention Unit youth and Secure Care Unit youth are not comingled in the same area at the same time.
12. Within 60 days of the execution of this Agreement on page 1, a new HS68 shall be filed for the Secure Detention Unit license and Secure Care Unit licenses that identifies the physical space that the youth from each license will occupy/reside, as well as identifies the permanent location of the licensed unit. This includes the physical space for the sub-units separately housing federally placed youth from state or county placed youth. The license for Secure Detention Unit and the license for Secure Care Unit shall not be transferred or moved from that physical space without the prior express written approval of the Department.
13. Appellant shall complete all facility repairs that impact the health and safety of the residents within 72 hours notice by Facility staff, youth, or the Department and shall provide written notice, including invoice if requested, to the Department once completed. Should a delay in completing facility repairs be caused by circumstances beyond Appellant's reasonable control, such as the unavailability of necessary parts or delays caused by third-party contractors, Appellant shall give the Department prompt written notice of such delay and use reasonable efforts to mitigate any impacts to the facility.

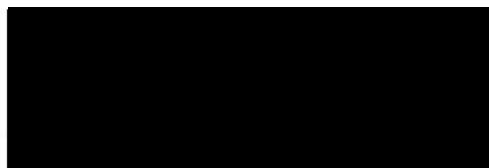
14. Upon notice to Appellant, by Facility staff, youth, or the Department, that the areas of the Facility lack hot water, Appellant shall provide an alternate plan to the Department within 24 hours of how hot water will be restored and how youth will have access to hot water during the course of repairs.
15. The Department shall be notified, in writing, within 24 hours of any incidents involving a violation of child rights, pursuant to 55 Pa. Code §§ 3800.32(a) - (o), including a lack of access to hot water.
16. All areas of the Facility shall be maintained in clean and sanitary condition. If this cannot be maintained at the Facility, Appellant shall utilize a cleaning service to ensure clean and sanitary conditions.
17. For six (6) months following execution on Page 1, Appellant's executive team shall conduct monthly onsite inspections at the Facility to ensure compliance with this Agreement, along with monitoring compliance with the Facility's 3800 Licenses. Appellant's executive team shall provide a formal report to the Department discussing the results of the onsite inspection and include any observations regarding noncompliance with Department regulations at Chapter 20 as well as Chapter 3800.
18. Appellant shall notify the Department, within 72 hours, of any newly executed contracts, or renewals, with the Federal Department of Homeland Security during the duration of this Settlement Agreement.
19. Appellant shall cease restrictive procedures and seclusions, unless such actions are Ordered by a court of competent jurisdiction of Pennsylvania or if such actions are permitted under the Department's regulations at 55 Pa. Code §§ 3800.201-213.
20. This Agreement shall not be construed to reduce, restrict or limit the Department's authority to enforce applicable statutes and regulations against Appellant, including but not limited to 62 P.S. § 1001, *et seq.*, and 55 Pa. Code § 20.1, *et seq.*, and 55 Pa. Code § 3800.1, *et seq.*, or reduce, restrict or limit Appellant's right to seek review and/or otherwise contest the Department's findings and actions against Appellant.
21. Any violation by Appellant of any of the terms of this Agreement or of any other applicable requirement, including but not limited to 62 P.S. § 1001, *et seq.*, and 55 Pa. Code § 20.1, *et seq.*, and 55 Pa. Code § 3800.1, *et seq.*, shall be deemed a material breach of this Agreement and may be the basis for revocation or refusal to renew Appellant's License# 144050 to operate a Child Residential and Day Treatment Facility.
22. This Agreement is based upon facts unique to Appellant's appeal of the Notice of Revocation dated November 25, 2025 for the Secure Detention Unit of the Facility under License # 144050, 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. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.

24. The effect and construction of this Agreement shall be determined in accordance with the laws of the Commonwealth of Pennsylvania.
25. The Parties to this Agreement agree that they have read and fully understand this Agreement and that each individual who signs this Agreement is authorized to do so on behalf of the respective entity. This Agreement is entered into knowingly, voluntarily, and intelligently with the advice of their respective legal counsel, if counsel is retained.
26. The 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.
27. The Appellant hereby releases the Commonwealth, the Department, its officials and employees from any claims and causes of action, arising from the subject matter of this appeal. The Commonwealth, the Department, its officials and employees in turn release Appellant and all of their trustees, officers and employees, from any claims and causes of action arising from the subject matter of this appeal.
28. Appellant agrees to withdraw its appeal on BHA Docket No. [REDACTED] in exchange for resolving this matter amicably and avoiding the uncertainties of further litigation of its appeal of the Notice of Revocation dated November 25, 2025.
29. Once fully executed, either the Department or Appellant will file this Agreement with BHA and such filing shall constitute a withdrawal of Appellant's appeal of Docket No. [REDACTED]
30. This Agreement is public information in accordance with 65 P.S. § 67.101, *et seq.*

THIS SECTION INTENTIONALLY LEFT BLANK

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

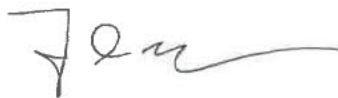
For the Appellant:



Executive Director
Cornell Abraxas Group, LLC

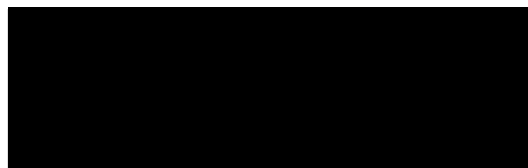
Date: 3/25, 2026

For the Department:



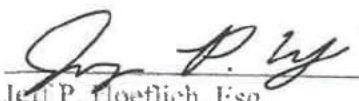
Laval Miller-Wilson, Esq.
Deputy Secretary, OCYF
Department of Human Services

Date: 3/30, 2026



Counsel for Cornell Abraxas Group, LLC

Date: 3/26, 2026



Jeff P. Hoeflich, Esq.
Counsel for the Department of Human
Services

Date: April 7, 2026