

**pennsylvania**  
DEPARTMENT OF HUMAN SERVICES

**CERTIFICATE OF COMPLIANCE**

This certificate is hereby granted to SALISBURY BEHAVIORAL HEALTH INC  
LEGAL ENTITY

To operate SALISBURY BEHAVIORAL HEALTH PCH OF MONROE COUNTY  
NAME OF FACILITY OR AGENCY

Located at 1482 CHERRY LANE, EAST STROUDSBURG, PA 18301  
(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 28  
(MAXIMUM CAPACITY)  
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.

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

This certificate is granted in accordance with the Public Welfare 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 February 26, 2016 until August 26, 2016,  
unless sooner revoked for non-compliance with applicable laws and regulations.

No: 212132

Robert E. Robinson  
ISSUING OFFICER

[Signature]  
DIRECTOR

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: MAR 01 2016**

Ms. Kimberly Benner, CEO  
Salisbury Behavioral Health, Inc.  
3894 Courtney Street  
Bethlehem, Pennsylvania 18017

RE: Salisbury Behavioral Health of Monroe County  
1482 Cherry Lane  
East Stroudsburg, Pennsylvania 18301  
License #: 212132

Dear Ms. Benner:

In accordance with the Settlement Agreement signed by Salisbury Behavioral Health, Inc. and the Department of Human Services on February 26, 2016, enclosed is a **SECOND 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 "Matthew Jones".

Matthew Jones  
Director

Enclosures:  
Settlement Agreement  
Second Provisional License

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

IN THE APPEAL OF:     **Salisbury Behavioral Health of Monroe County**  
                              **BHA I.D. No. 9999**  
                              **BHA Docket No. 034-15-0006**  
                              **Personal Care Home Licensure**

**SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement) is entered into this <sup>26<sup>th</sup></sup> day of February, 2016, by and between the Department of Human Services, Bureau of Human Services Licensing (Department) and Salisbury Behavioral Health, Inc. (Appellant), for the purpose of resolving the matter set forth herein.

WHEREAS, the Department is the Commonwealth Agency responsible for oversight and administration of the licensing of personal care homes (homes) in the Commonwealth of Pennsylvania; and

WHEREAS, Appellant operates Salisbury Behavioral Health of Monroe County located at 1482 Cherry Lane, East Stroudsburg, Pennsylvania, 18301, (facility) as a personal care home licensed under statutes and regulations administered by the Department; and

WHEREAS, on April 28, 2015, the Department issued a Notice of Non-Renewal of Appellant's operating license and placed a ban on new resident admissions; and

WHEREAS, Appellant timely appealed the Notice of Non-Renewal; and

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

WHEREAS, the Department and Appellant have mutually agreed to resolve this matter that will settle and end this appeal.

NOW THEREFORE, the Parties, intending to be legally bound, do hereby mutually agree as follows:

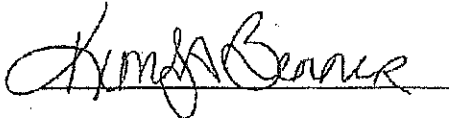
**TERMS OF AGREEMENT**

1. All terms of this Agreement shall remain in effect for one (1) year from the date of this Agreement, effective upon execution by the Parties. The execution of the documents by all Parties triggers the time period for actions in this Agreement.

2. For a period of one year from the effective date of this Agreement, Appellant will assure that a qualified Administrator is present in the home an average of 40 hours per week in each calendar month. It is understood that this requirement does not preclude Appellant from utilizing different persons to serve as Administrator during a month so long as the person is a duly qualified Administrator. Salisbury shall document when an Administrator is present in the home. Documentation shall be available to the Department upon request.
3. Appellant shall comply with the terms of its Plans of Correction approved by the Department.
4. The Department will issue Appellant a Second 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
5. 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 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..
6. Any violation by Appellant of any of the term 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. shall be deemed a material breach of the Agreement, and the Department shall take any action it determines to be appropriate, and the Appellant's retains the right to request a hearing before BHA to challenge the appropriateness of the Department's action.
7. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
8. Each individual who executes this Agreement on behalf of a Party represents that the individual is duly authorized to bind the Party she or he represents.
9. 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.
10. The 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 the Department's counsel signs this Agreement.

11. The Parties to this Agreement have read and fully understand this Agreement and enter into the Agreement knowingly and voluntarily.
12. This Agreement constitutes the entire Agreement and understanding between the Parties relating to the specific matter 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.
13. When 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. 034-15-0006.
14. This Agreement is public information in accordance with 65 P.S. §§ 67.101 et seq.

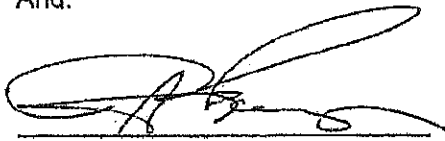
WHEREFORE, the Parties hereby stipulate and agree to the above conditions and terms of settlement.



Kimberly Benner, CEO  
Salsbury Behavioral Health, Inc.

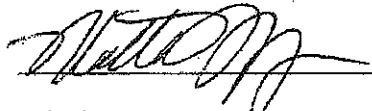
Date: 2/25/16

And:



John A. Kane, Esq.  
Counsel for Appellant

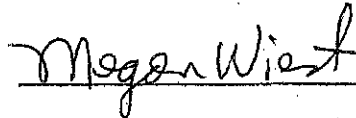
Date: 2/25/2016



Matthew J. Jones, Director  
Bur. of Human Services Licensing

Date: 2-26-16

And:



Megan Wiest, Esq.  
Assistant Counsel for Department  
of Human Services

Date: 2/26/16