



pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to 1263 S CEDAR CREST BLVD SENIOR LIVING I OPCO LLC
LEGAL ENTITY

To operate WOODLAND TERRACE AT THE OAKS
NAME OF FACILITY OR AGENCY

Located at 1263 S CEDAR CREST BOULEVARD, ALLENTOWN, PA 18103
(COMPLETE ADDRESS OF FACILITY OR AGENCY)

ADDRESS OF SATELLITE SITE ADDRESS OF SATELLITE SITE

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To provide Personal Care Homes
TYPE OF SERVICE TO BE PROVIDED

The total number of persons which may be cared for at one time may not exceed 110
MAXIMUM CAPACITY
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.
Secure Dementia Care Unit - 55 Pa.Code §§ 2600.231-239 - Capacity 34

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 March 14, 2018 until September 14, 2018,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **223012**

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: APR 02 2018

Mr. S. David Selznick, Vice President
1263 S. Cedar Crest Blvd/
Senior Housing I OPCO, LLC
One Towne Center Boulevard, Suite 300
Boca Raton, Florida 33486

RE: Woodland Terrace at the Oaks
1263 South Cedar Crest Boulevard
Allentown, Pennsylvania 18103
License #: 223012

Dear Mr. Selznick:

In accordance with the Settlement Agreement signed Woodland Terrace at the Oaks and the Department of Human Services on March 14, 2018, 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 "J. Rowe".

Jacqueline L. Rowe
Director

Enclosures
Settlement Agreement
License

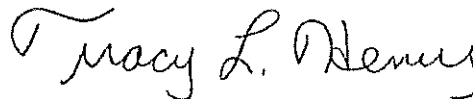
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
BUREAU OF HEARINGS AND APPEALS

IN THE APPEAL OF: Woodland Terrace
BHA ID No. 9999
BHA Docket No. 034-17-0010
Personal Care Home Licensure

ORDER

AND NOW, this 28th day of March 2018, it is hereby ORDERED that the Settlement Agreement entered into by the parties in the above-captioned appeal is ADOPTED in its entirety. Accordingly, the above-captioned appeal currently pending before the Bureau of Hearings and Appeals is considered SETTLED AND ENDED. The parties are hereby instructed to carry out the terms of the Agreement as agreed to by the parties.

3/28/18



Final Administrative Action
And Mailing Date

Tracy L. Henry, Esquire
Chief Administrative Law Judge

cc: Woodland Terrace, Appellant
Mark Mattioli, Esq., Counsel for Appellant
Jacqueline Rowe, Director, Human Services Licensing
Michele Strauser, Enforcement Manager, Human Services Licensing
Megan Rubenstein, Esq., Office of General Counsel
File

MAR 19 2018

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

IN THE APPEAL OF: 1263 S Cedar Crest Blvd Senior Housing I OPCO, LLC
d/b/a Woodland Terrace at the Onks
v.
Bureau of Human Service Licensing
BHA ID No. 9999
BHA Docket No. 034-17-0010
Personal Care Home Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into on the 14th day of March, 2018 by and between the Department of Human Services, Bureau of Human Service Licensing (Department) and 1263 S Cedar Crest Blvd Senior Housing I OPCO, LLC d/b/a Woodland Terrace at the Oaks (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 Woodland Terrace at the Oaks located at 1263 South Cedar Crest Boulevard, Allentown, Pennsylvania 18103, as a personal care home licensed under statutes and regulations administered by the Department;

WHEREAS, by letter of October 6, 2017, the Department advised Appellant that the Department was revoking Appellant's first provisional license number 223011 to operate a personal care home (home).

WHEREAS, Appellant filed a timely administrative appeal of the Department's revocation action on October 13, 2017, which is currently before the Department of Human Services, Bureau of Hearings and Appeals (BHA) at Docket No. 034-17-0010;

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. The effective date ("date") of this Agreement shall be the date set forth on page one (1) of this Agreement, which will be completed by the Department's counsel when the Department's counsel signs this agreement.
2. All terms of the Agreement shall remain in effect for five (5) years from the date of this Agreement, unless otherwise stipulated by this Agreement.
3. 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.
4. Appellant agrees not to request an increase in its current licensed capacity of 110 persons which may be cared for at any one time (34 for Secured Dementia Care Unit) until such time as a regular license is granted.
5. Effective the date of this Agreement, Appellant will employ qualified and trained staff persons in the secured dementia care unit at a ratio of at least one (1) staff person for every six (6) individuals. This ratio will be maintained 24 hours a day, seven (7) days a week.
6. Effective the date of this Agreement, 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. Appellant's Administrator shall review and approve staff schedules at least one week in advance.
7. Effective the date of this Agreement, Appellant will employ registered nurses or licensed practical nurses, whose primary duties will include, among other things, elopement risk management and medication management. Within 30 days of the date of this Agreement, a registered nurse or a licensed practical nurse will be on duty at the home 24 hours a day, seven days a week.
8. Effective the date of the Agreement, Appellant will employ qualified and trained staff persons to staff the front desk at the main entrance to the home, 24-hours a day, seven (7) days per week. The primary duty of these staff persons will be to monitor entrance and exit from the home.
9. Within 30 days of the date of this Agreement, Appellant will complete an elopement risk assessment for each resident who resides in the personal care home, both the secure dementia care unit and the non-secure care section. The risk assessment will be completed by a registered nurse or licensed practical nurse using tools such as the

BRIGGS Elopement Risk Assessment tool, Form 3711HH. Direct care staff will be consulted during the elopement risk assessment process. This assessment will be completed at least every six (6) months and more frequently if a resident demonstrates evidence of exit-seeking behavior.

- (a) The resident's support plan will be updated in accordance with the risk assessment to indicate any appropriate risk prevention strategies to be implemented including a plan of increased supervision.
- (b) The resident's support plan will be updated within 5 calendar days of a new elopement risk assessment or significant change in an elopement risk assessment.
- (c) Appellant shall maintain documentation of direct care staff participation in the completion of an elopement risk assessment.

10. Appellant will provide the following training:

- (a) Specialized dementia care training will be provided for all staff persons who work in the secured dementia care unit and all department heads within 60 days of the date of this Agreement and semi-annually thereafter. All new staff persons who work in the secured dementia care unit shall complete this specialized dementia care training within ten (10) days of hire. The training source will be the National Council of Certified Dementia Practitioners or another outside source approved by the Department.
- (b) Elopement prevention and elopement risk training will be provided at least every three (3) months for all staff persons who work in the personal care home in both the secured dementia care unit and the non-secure section. Mock elopement drills will be conducted as part of the quarterly training. The training source(s) will be approved by the Department.
- (c) Mock elopement drills will be conducted on different days of the week and at different times of the day and night. 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. Mock elopement drill documentation will be immediately available to the Department upon request.
- (d) The specialized dementia care training and the elopement prevention and elopement risk training will include a written knowledge testing component to assess the participant's practical understanding and application of the subject matter. Appellant shall maintain documentation of the knowledge test results.
- (e) Documentation of the specialized dementia care training by an outside source and the elopement prevention and elopement risk training shall be kept in accordance

with 55 Pa. Code § 2600.66 (relating to staff training) and be immediately available to the Department upon request.

11. Within sixty (60) days of the date of this Agreement, a qualified outside consultant, with expertise in Dementia care and behavior management, approved by the Department will review the home's policies and procedures and recommend improvements, as appropriate, related to dementia care and elopement risk.
 - (a) Prior to contracting with the outside consultant, Appellant shall submit the proposed outside consultant to the Department for review and approval. The consent of the Department regarding the outside consultant shall not be unreasonably withheld.
 - (b) Prior to implementation, Appellant shall submit the consultant's recommendations to the Department in conjunction with a written implementation plan.
 - (c) Appellant shall ensure that the outside consultant is onsite at least monthly to review and monitor Appellant's elopement prevention practices and make recommendations as needed during the first twelve months of this Agreement. The consultant shall be available to provide a summary of its assessment to the Department upon request.
 - (d) Over the final four (4) years of this Agreement, the consultant shall make onsite visits at least semi-annually to assess Appellant's elopement prevention practices and make recommendations as needed. The consultant shall be available to provide a summary of its assessments to the Department upon request.
12. Effective the date of this Agreement, at least one-hour checks of each individual resident will be conducted in the personal care home, both the secured care dementia unit and the non-secure section to monitor the safety of each resident.
 - (a) Observational checks will be documented to include at minimum the date, time, the identity of the resident observed, the location where the resident was observed, and concerns identified during observation.
 - (b) Documentation shall be immediately available to the Department upon request.
13. Within ninety (90) days of the date of this Agreement, Appellant will do the following:
 - (a) Review and implement as needed, additional or alternative locking mechanisms and/or Wanderguards for individuals residing in the secured dementia care unit

who are deemed to be at risk for elopement based upon the assessment set forth in paragraph nine (9) and in compliance with applicable building codes.

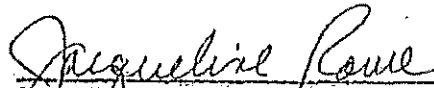
- (b) Installation of exterior cameras at each exit to the home with a 30-day recording capability and, exclusive of the main entrance, the ability to notify staff immediately if an entrance is opened. The home will place signs at such locations to make residents, visitors and staff persons aware that the area is being recorded.
 - (c) Subject to local zoning approval, construction of a fence on the side of the home around the large water retention basin ending at the entrance to the path descending to the fishery.
14. 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..
 15. 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. 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 ability to appeal an administrative action before BHA.
 16. 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.
 17. The Parties agree that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
 18. 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.
 19. 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.
 20. Once this Agreement is executed at the Department shall file this Agreement with BHA, and such filing will constitute Appellant's withdrawal of its appeal at BHA Docket No. 034-17-0010.
 21. 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.

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. 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 terms of settlement.


Name: David Selznick
Appellant, Woodland Terrace at the Oaks

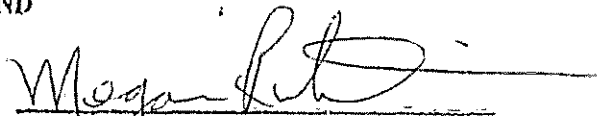

Jacqueline Rowe, Director
Bureau of Human Services Licensing

Dated: 3/14/2018

Dated: 3/14/18


Mark L. Mattioli, Esq.
GREENBERG TRAURIG, LLP
mattiolim@gulav.com

AND


Megan Rubenstein, Esq.
Assistant Counsel for the PA Department
of Human Services
merubenste@pn.gov

Attorney for Appellant, Woodland Terrace at the Oaks

Attorney for Appellee, Bureau of Human Services Licensing

Dated: March 14, 2018

Dated: March 14, 2018