



**pennsylvania**  
DEPARTMENT OF HUMAN SERVICES

**CERTIFICATE OF COMPLIANCE**

This certificate is hereby granted to OLD ORCHARD HEALTH CARE CENTER - EASTON PA LLC  
LEGAL ENTITY

To operate ARDEN COURTS OF OLD ORCHARD  
NAME OF FACILITY OR AGENCY

Located at 4098 FREEMANSBURG AVENUE, EASTON, PA 18045  
(COMPLETE ADDRESS OF FACILITY OR AGENCY)

\_\_\_\_\_  
ADDRESS OF SATELLITE SITE ADDRESS OF SATELLITE SITE

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ADDRESS OF SATELLITE SITE ADDRESS OF SATELLITE SITE

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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 64  
(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 64

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 June 11, 2018 until December 11, 2018,  
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **226041**

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.

HS 628 - 2/18cse



**pennsylvania**  
DEPARTMENT OF HUMAN SERVICES

**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**  
**MAILING DATE:**

**JUN 12 2018**

Mr. Martin D. Allen, Director  
Old Orchard Health Care Center – Easton PA LLC  
333 North Summit Street  
Toledo, Ohio 43604

RE: Arden Courts of Old Orchard  
4098 Freemansburg Avenue  
Easton, Pennsylvania 18045  
License #: 226041

Dear Mr. Allen:

In accordance with the Settlement Agreement signed by Old Orchard Health Care Center – Easton PA LLC and the Department of Human Services on June 11, 2018, enclosed is a FIRST 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 MATTER OF: Arden Courts of Old Orchard  
BHA ID No. 9999  
BHA Docket Number: 034-12-0012  
Personal Care Home Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into the 11<sup>th</sup> day of June 2018, by and between the Department of Human Services, Bureau of Human Services Licensing (Department) and Old Orchard Health Care Center - Easton PA LLC d/b/a Arden Courts of Old Orchard (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 Arden Courts of Old Orchard located at 4098 Freemansburg Avenue, Easton, Pennsylvania 18045, as a personal care home licensed under statutes and regulations administered by the Department;

WHEREAS, by letter of October 26, 2017, the Department advised Appellant that the Department was revoking Appellant's regular license number 226040 to operate a personal care home.

WHEREAS, Appellant filed a timely administrative appeal of the Department's revocation action on November 3, 2017, which is currently before the Department of Human Services, Bureau of Hearings and Appeals (BHA) at Docket No. 034-17-0012;

WHEREAS, the Department and the 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 this matter that will settle and end this 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 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 three (3) years from the date of this Agreement, unless otherwise stipulated by this Agreement.
3. As of the effective date of this Agreement, the Department will issue Appellant a First Provisional license for a period of six (6) months. 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 64 residents which may be cared for at any one time until such time as a regular license is granted.
5. Effective the date of this Agreement, Appellant shall fully implement all plans of correction contained in all Violation Reports issued by the Department prior to and after the execution of this Agreement.
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. Upon the effective date of this Agreement, Appellant will employ registered nurses (RN) or licensed practical nurses (LPN) holding an active license in good standing issued by the Pennsylvania Department of State whose primary duties will include, among other things, behavior management and medication management. Within thirty (30) days of the date of this Agreement, at least one RN or LPN will be on duty at the home for each shift, twenty-four (24) hours a day, seven (7) days a week.
8. An RN or LPN will conduct weekly clinical review of all residents to address positive and negative changes in resident health. Clinical reviews will include review of recent behavioral issues, recent medical appointments, and treatment recommendations. Resident assessments and support plans will be updated as needed to ensure resident care and service needs are met. Documentation of individual clinical reviews will be maintained for review by the Department.
9. Within thirty (30) days of the effective date of this Agreement, the Appellant will conduct a review of all resident assessments with a focus on behavior management and update them according to each resident's change in need. The assessment will be completed by a registered nurse or licensed practical nurse.

Direct care staff will be consulted during the assessment process. This assessment will be completed at least every six (6) months and more frequently if a resident demonstrates a significant change in behavior.

10. The resident's support plan will be updated within five (5) calendar days of a new risk assessment or significant change in accordance with the assessment to indicate any appropriate risk prevention strategies as needed.

11. Appellant shall provide the following training

(a) Within forty five (45) to sixty (60) days of the effective date of this Agreement and semi-annually thereafter, ALL of Appellant's staff shall receive training in behavior management and the prohibition of chemical restraints with a focus on addressing aggressive behaviors. Said training will include a knowledge test and This training shall be provided within forty (40) scheduled working hours to all new staff. The Behavioral management and prohibition of chemical restraint training will be in addition to training and training hours required by 55 Pa. Code § 2600.65. The Behavioral management and prohibition of chemical restraint training will be included on the staff training plan required by 55 Pa. Code § 2600.66.

(b) Within forty five (45) to sixty (60) days of the effective date of this Agreement and semi-annually thereafter, ALL of Appellant's staff shall receive training by an outside source in ethical practices in the workplace with a focus on completing documentation required by the Department with integrity. Said training will include a knowledge test. This training shall be provided within forty (40) scheduled working hours to all new staff. The ethical practices in the workplace training will be in addition to training and training hours required by 55 Pa. Code § 2600.65. The ethical practices training will be included on the staff training plan required by 55 Pa. Code § 2600.66.

(c) Reportable incidents training in accordance with 55 Pa. Code § 2600.16 shall be conducted for ALL staff members within forty five (45) to (60) days of the effective date of this Agreement. This training shall include an ethics component addressing accurate and full disclosure of incidents.

(d) Training on resident rights and treating residents with respect and dignity for ALL of Appellant's staff members shall be held within forty five (45) to sixty (60) days of this Agreement. The training source will be approved by the Department. This training in resident rights will be in addition to training and training hours required by Pa. Code § 2600.65.

(e) Appellant shall obtain the Department's approval of the training source for all trainings prior to the training being conducted. Documentation of all

training and knowledge test results shall be kept in accordance with 55 Pa. Code § 2600.66 (relating to staff training) and shall be immediately available to the Department upon request.

12. Within fifteen (15) days of the effective date of this Agreement, Appellant will formulate and implement a revised description of services and criteria for admission and discharge, which include conditions for which Appellant will not admit, and for which Appellant will discharge a resident, if resident presents with dementia with frequent unmanaged aggressiveness, mental illness accompanied by unmanaged aggressive or predatory behaviors, or unmanaged psychosis.
13. Effective date of this Agreement, Appellant shall review the medical evaluations and the preadmission screening of any and all new residents that are being admitted to the home to ensure that all medical and behavioral history is properly accounted for and documented. Documentation of preadmission screening activities for each resident will be immediately available to the Department upon request.
14. Effective the date of this Agreement, Appellant shall conduct quality and compliance conference calls at least once weekly. These calls shall include Education and Development Group, the Executive Director, the Regional Director of Operations, the Resident Services Coordinator and other participants as deemed necessary. If, however, one or more of the individuals serving in those positions are not available for each call and/or the title of some or all of those positions change or some of the positions are eliminated over the term of this Agreement, then Arden Courts shall be assigned a designee(s) from the corporate team to substitute for such individual(s) who will participate in the quality and compliance conference call. The goal of these calls is to impress on the entire management team the importance of the compliance efforts for Arden Courts and to confirm at the highest oversight level that all actions necessary to achieve compliance are being taken.
15. Effective the date of this Agreement, Appellant shall implement the use of the monitoring and compliance tools developed by Arden Courts, a medication audit tool and reportable incident audit tool, referenced in its Action Plan and Settlement Proposal ("Attachment 1"). The monitoring tools shall be utilized for all residents on at least a quarterly basis.
16. Effective the date of this Agreement, Appellant shall conduct quarterly self-inspections to verify compliance and submit summaries to the Department within fifteen (15) calendar days of the self-inspection. Such submissions will include a description of the areas identified for concern, corrective action plans, and evidence of compliance or preliminary compliance with those action plans.
17. 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..

18. 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.
19. 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.
20. The Parties agree that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
21. 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.
22. 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.
23. Once this Agreement is fully executed, the Department shall file this Agreement with BHA, and such filing will constitute Appellant's withdrawal of its appeal at BHA Docket No. 034-17-0012.
24. 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.
25. 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.
26. 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.

Mark McBride  
Mark McBride, Vice President/General  
Manager  
Appellant, Arden Courts of Old Orchard

Jacqueline Rowe  
Jacqueline Rowe, Director  
Bureau of Human Services Licensing

Dated: June 8, 2018

Dated: June 11, 2018

AND

Kimber Latsha  
Kimber Latsha, Esq.  
Latsha, Davis and McKenna  
(Counsel for Appellant)

Megan Rubenstein  
Megan Rubenstein, Assistant Counsel  
DHS, Office of General Counsel  
(Counsel for the Department)

Dated: 6/8/18

Dated: 6/11/18