



pennsylvania
DEPARTMENT OF PUBLIC WELFARE

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
MAILING DATE: JUN 10 2014

Ms. Shirell Taylor, Administrator
Christian Life Services, Inc.
3408-10 North 19th Street
Philadelphia, Pennsylvania 19140

RE: Christian Life Services
License #: 132791

Dear Ms. Taylor:

On February 24, 2014, the enclosed Stipulation of Settlement and Agreement (Agreement) was signed by Christian Life Services, Inc. and the Pennsylvania Department of Public Welfare (Department). As a result of the Department's licensing inspection at Christian Life Services on May 7, 2014, violations with the terms of the Agreement were found as specified on the enclosed Licensing Inspection Summary.

The Department will continue to actively monitor compliance with 55 Pa.Code Ch. 2600 and with the Agreement. If full regulatory and settlement compliance is not achieved by Christian Life Services, Inc. the Department will take appropriate license enforcement actions.

Sincerely,

Matthew J. Jones
Director

Enclosures
Settlement Agreement
Licensing Inspection Summary

LICENSING INSPECTION SUMMARY
PERSONAL CARE HOMES - 55 Pa.Code §2600

Name of Facility / Type(s) of Service:
CHRISTIAN LIFE SERVICES

Street Address:
3408-10 NORTH 19TH STREET

City:
Philadelphia

Zip Code:
19140

License Number:
13279

Type of Inspection: Partial

Reason(s) for Inspection:
Settlement

Notice: Unannounced

On-site Inspection Dates and Department Representatives On-Site:
5/7/2014: Colon, Lissette; Keelty, Jennifer

Off-Site Inspection Dates and Inspectors, If Applicable:

1. SETTLEMENT PROVISION # 5

Nothing in this Agreement shall preclude Appellant from profiting from the operation of the home provided that Appellant's compensation is managed and distributed by the Master.

2. DESCRIPTION OF VIOLATION

The Master was unable to provide payroll documentation on how the Appellant's compensation is being managed.

3. PLAN OF CORRECTION (POC) (Attach pages as necessary. Remember that each attached page must be signed and dated)
Include steps to describe the violation(s) described above and steps to prevent a similar violation from occurring again. If steps cannot be completed immediately, include dates by which the steps will be completed.

Printed Name and Title of Legal Entity Representative (Required on all pages)

Signature of Legal Entity Representative (Required on all pages)

Date

DEPARTMENT USE ONLY – FACILITIES MAY NOT WRITE BELOW THIS LINE!

Repeated Violation:

Repeated Violation Dates:

The above plan of correction is approved as of _____
(Date)

Plan of correction implementation status as of _____:
(Date)

- Fully Implemented
- Partially Implemented – Adequate Progress
- Partially Implemented – Inadequate Progress
- Not Implemented

The above plan of correction was approved by _____
(Initials)

1. SETTLEMENT PROVISION # 8

Prior to an employee's first day of work, Appellant will:

- a. Verify requirements of 55 Pa.Code § 2600.54(a) (relating to qualifications of direct care staff persons) are satisfied. Appellant will obtain verification of educational requirements from the prospective employee's school district. At a minimum, Appellant must maintain a written record including the date, name and contact information for the person verifying education.
- b. Ensure training in accordance with 55 Pa.Code § 2600.65(a) is conducted by a "fire safety expert" as defined at 55 Pa.Code § 2600.4 (relating to definitions).

2. DESCRIPTION OF VIOLATION

-The Appellant was unable to provide verification of Direct Care Staff A's educational qualifications.

-The home conducted fire safety training on 4/6/14. However, the home could not provide any documentation that the person who conducted the training meets the definition of a "fire safety expert" as defined in at 55 Pa.Code § 2600.4 (relating to definitions).

3. PLAN OF CORRECTION (POC) (Attach pages as necessary. Remember that each attached page must be signed and dated)
Include steps to describe the violation(s) described above and steps to prevent a similar violation from occurring again. If steps cannot be completed immediately, include dates by which the steps will be completed.

Printed Name and Title of Legal Entity Representative (Required on all pages)

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Repeated Violation:

Repeated Violation Dates:

The above plan of correction is approved as of _____
(Date)

Plan of correction implementation status as of _____
(Date)

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- Partially Implemented – Inadequate Progress
- Not Implemented

The above plan of correction was approved by _____
(Initials)

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

IN THE MATTER OF: Christian Life Services v.
Bureau of Human Services Licensing
BHA ID No. 9999
BHA Docket Number: 034-13-0007
Personal Care Home Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into this ~~21st~~ day of February 2014 (execution date), by and between the Department of Public Welfare, Bureau of Human Services Licensing (Department) and Christian Life Services (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 (homes) in the Commonwealth of Pennsylvania;

WHEREAS, City of Philadelphia property records name Mr. Ervin Warfield, also known to the Department as Mr. Erwin Warfield, and Ms. Shaniqnia Warfield (collectively "Owners") as owners;

WHEREAS, Appellant operates Christian Life Services located at 3408-3410 North 19th Street, Philadelphia, Pennsylvania, 19140, as a personal care home licensed under statutes and regulations administered by the Department;

WHEREAS, on February 22, 2013, the Department revoked Appellant's license to operate a personal care home at the above address;

WHEREAS, on February 28, 2013, the Department received and forwarded Appellant's appeal to the Department's Bureau of Hearings and Appeals (BHA);

WHEREAS, BHA scheduled a hearing for February 27, 2014;

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. All terms of this Agreement shall remain in effect for four (4) years from the date of execution unless otherwise defined. This Agreement is effective upon execution by the Parties. The execution of the documents by all Parties triggers the time period for actions in this Agreement.
2. Appellant agrees that Owners will not be involved in the management, operation, administration or financial management, nor will Owners have access to the residents or records of Christian Life Services. Owners shall be completely divested from all aspects of the management of Christian Life Services as a personal care home and as a business entity. This Agreement does not restrict Owners from the property or premises in performance of landlord duties. Appellant agrees to document the date, time and reason for each onsite visit by the Owners. Appellant agrees to maintain documentation such as photographs, receipts, billing statements, or any other relevant documentation supporting the necessity of Owners onsite involvement in the property or premises.
3. Within sixty (60) calendar days from the execution date of this Agreement, Appellant will identify and hire an entity (hereafter "Master") approved by the Department to manage and oversee the operations of Christian Life Services. The Master shall have the powers of a Master as contemplated by 62 P.S. § 1057.1(b). The Department agrees to approve or deny any proposed Master within five (5) business days of submission of proposed Master to the Department by Appellant.
4. Concerning the Master employed pursuant to paragraph three (3), Appellant will:
 - a. Employ said Master for a minimum of fifteen (15) onsite hours per week for no less than one (1) year from the date of hire.
 - b. Not interfere with the Master's management, oversight, or operation of the home in any manner.
 - c. Document the dates and hours Master services are provided. Documentation will be onsite and available upon Department request.
 - d. Employ the Master at Appellant's expense. The Master will be responsible for management of all day-to-day operations of the home including the establishment of policies and procedures, staff

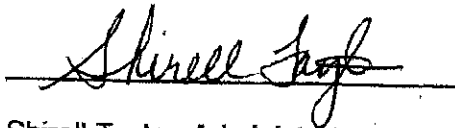
- training, regulatory compliance, and the management of resident and home funds.
- e. Employ an alternate Master in the event of the Master's sustained illness, termination of employment, or death within fourteen (14) calendar days from date of separation.
 - f. In the event of vacation, minor illness, holiday, or any other event resulting in the Master's inability to provide fifteen (15) onsite hours of services per week, Appellant will ensure an Administrator qualified in accordance with 55 Pa. Code §§ 2600.53 and 2600.64 (relating to Administrator qualification and training) and capable of managerial and operational oversight of the home is onsite forty (40) hours per week for the duration of the Master's absence.
5. Nothing in this Agreement shall preclude Appellant from profiting from the operation of the home provided that Appellant's compensation is managed and distributed by the Master.
 6. Appellant agrees to employ an Administrator, qualified in accordance with 55 Pa. Code §§ 2600.53 and 2600.64 (relating to Administrator qualification and training), who will be onsite a minimum of thirty (30) hours per week. Appellant will document the dates and hours Administrator services are provided. This documentation will be onsite and made available to the Department upon request.
 7. If the Master employed pursuant to paragraph #3 qualifies as an Administrator in accordance with 55 Pa. Code §§ 2600.53 and 2600.64, there is no restriction against the Master concurrently serving as the Administrator provided the onsite hourly requirements for both the Master, fifteen (15) hours per week, and Administrator, thirty (30) hours per week, are independently satisfied.
 8. Prior to an employee's first day of work, Appellant will:
 - a. Verify requirements of 55 Pa. Code § 2600.54(a) (relating to qualifications of direct care staff persons) are satisfied. Appellant will obtain verification of educational requirements from the prospective employee's school district. At a minimum, Appellant must maintain a written record including the date, name and contact information for the person verifying education.
 - b. Ensure training in accordance with 55 Pa. Code § 2600.65(a) is conducted by a "fire safety expert" as defined at 55 Pa. Code § 2600.4 (relating to definitions).

9. For twelve (12) months from the execution of this Agreement, Appellant will ensure monthly fire drills are conducted by a "fire safety expert" as defined at 55 Pa.Code § 2600.4 (relating to definitions). Documentation of the fire drills will be available for Departmental review upon request.
10. Within twelve (12) months from the execution date of this Agreement and biannually thereafter, Appellant will ensure fire drills are conducted at times when a minimum of eighty-five percent (85%) of residents served are onsite and participating in the fire drill. During these drills, evacuation must be to the exterior of the facility.
11. Within ninety (90) days, Appellant will submit the facility specific emergency preparedness plan to the Philadelphia Office of Emergency Management (OEM). Appellant will obtain written approval from OEM and, if applicable, implement any directions or suggestions for improvement.
12. Within ninety (90) days, Appellant agrees to develop a description of services in accordance with 55 Pa.Code § 2600.223 (relating to description of services) prohibiting admission to residents who are not mobile and capable of self-preservation.
13. On a monthly basis, a Licensed Practical Nurse or Registered Nurse will audit and assess resident medications including facility protocol and procedure for compliance with 55 Pa.Code §§ 181 – 191 (relating to medications). Appellant will obtain a written report of the audit and implement any directions or suggestions for improvement.
14. For one (1) year from the execution date of this Agreement, Appellant will not actively encourage, coerce or market personal care services to former residents of Christian Life Services. There is no restriction against admitting residents seeking personal care services from Christian Life Services of their own volition.
15. 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.
16. Appellant will maintain compliance with 55 Pa. Code § 2600 (relating to personal care homes).
17. Appellant will disclose to the Department any and all information relating to the operation of unlicensed personal care homes upon receipt of such information.

18. 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. 034-13-0007.
19. 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.
20. 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 Public Welfare 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 have the right to take any action determined to be appropriate, said right is subject to the Appellant's right to hearing before the Department's Bureau of Hearing and Appeals (BHA) to determine the appropriateness of the Department's action.
21. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
22. 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. The undersigned represents that each Party has obtained all necessary approvals to bind the Party she/he represents.
23. 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.
24. The effective and 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.
25. The Parties to this Agreement agree that they have read and fully understand this Agreement. This Agreement is entered into knowingly, voluntarily and intelligently.
26. 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.

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 above conditions and terms of settlement.



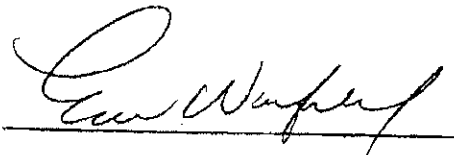
Shirell Taylor, Administrator
Christian Life Services, Inc.
Appellant

Date: 2/21/14



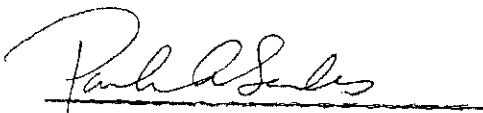
Matthew J. Jones, Acting Director
Department of Public Welfare
Bureau of Human Services Licensing

Date: ~~2/24/14~~ 2/24/14



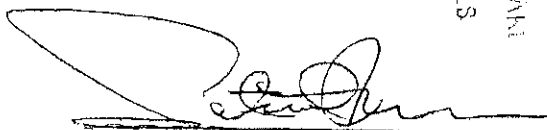
Erwin Warfield, Owner
Christian Life Services, Inc
Appellant

Date: 2/21/14



Paula G. Sanders, Esquire
Counsel for Appellant
Post & Schell, P.C.
17 N. Second Street, 12th Floor
Harrisburg, Pa 17101

Date: 2/24/2014



Patrick Marano, Esquire
Senior Counsel
Department of Public Welfare
801 Market Street, Suite 6092
Philadelphia, Pa 19107

Date: 2/25/14

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DEPT OF PUBLIC WELFARE
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