



pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to DIVINITY MANOR LLC
LEGAL ENTITY

To operate DIVINITY MANOR
NAME OF FACILITY OR AGENCY

Located at 932-34 NORTH 42ND STREET, PHILADELPHIA, PA 19104
(COMPLETE ADDRESS OF FACILITY OR AGENCY)

ADDRESS OF SATELLITE SITE

ADDRESS OF SATELLITE SITE

ADDRESS OF SATELLITE SITE

To provide Personal Care Homes
TYPE OF SERVICES TO BE PROVIDED

The total number of persons which may be cared for at one time may not exceed 30
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.
(MAXIMUM CAPACITY)

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 January 22, 2016 until July 22, 2016,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: 138742

Robert E. Robinson
ISSUING OFFICER

Jay Baul
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: JUN 0 1 2016

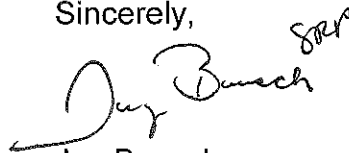
Ms. Lea B. Sargent, Owner
Divinity Manor, LLC
932-34 North 42nd Street
Philadelphia, Pennsylvania 19104

RE: Divinity Manor
License #: 138742

Dear Ms. Sargent:

In accordance with the Settlement Agreement signed by Divinity Manor, LLC and the Department of Human Services on January 22, 2016, enclosed is a SECOND PROVISIONAL license issued in accordance with 55 Pa.Code Ch. 2600 (relating to Personal Care Homes).

Sincerely,


Jay Bausch
Deputy Secretary

Enclosures
License
Settlement Agreement

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

IN THE MATTER OF: Divinity Manor
Bureau of Human Services Licensing
BHA ID No. 9999
BHA Docket Number: 034-15-0014
Personal Care Home Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into this 22nd day of January 2016 (execution date), by and between the Department of Human Services, Bureau of Human Services Licensing (Department) and Divinity Manor, LLC (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, Appellant operates Divinity Manor at 932-34 North 42nd Street, Philadelphia, Pennsylvania, 19104, as a personal care home licensed under statutes and regulations administered by the Department;

WHEREAS, City of Philadelphia property records name Lea B. Sargent (Owner) as the Owner of Divinity Manor;

WHEREAS, on September 9, 2015, the Department revoked Appellant's license to operate a personal care home at the above address;

WHEREAS, on September 17, 2015, the Department received and forwarded Appellant's appeal to the Department's Bureau of Hearings and Appeals (BHA);

WHEREAS, on November 3, 2015, BHA conducted a prehearing conference and stayed Appellant's appeal for sixty days;

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 three (3) 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 Owner will not be involved in the management, operation, or administration of Divinity Manor during the course of this settlement agreement. This Agreement does not restrict Owner from the property or premises in performance of landlord duties or to act as a direct care staff. Within thirty (30) calendar days from the execution date of this Agreement the Appellant will identify and hire an administrator to manage the day to day administration of the home.
3. 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.
4. 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. Verify requirements of 55 Pa. Code § 2600. 51 (relating to Criminal history checks) prior to the first day of hire for all new employees. Appellant will obtain verification of criminal background check through the E-patch Pa. State Police in accordance with the Older Adult protective Services Act (35 P.S. §§ 10225.101-10225.5102) and 6 Pa. Code Chapter 15 (relating to protective services for older adults).
 - c. 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).


- d. Verify requirements of 55 Pa. Code § 2600.65 (a) (relating to Direct care staff person training and orientation) and 55 Pa. Code § 2600. (d) (relating to Direct Care staff completing the Department approved direct care training course). At a minimum, Appellant must maintain a written record of the training and a copy of the certificate reflecting that the competency test was passed.
5. Within sixty (60) calendar days from the execution date of this Agreement, Appellant agrees to employ or designate a Licensed Practical Nurse or Registered Nurse holding an active license in good standing issued by the Pennsylvania Department of State. The RN or LPN shall be onsite and engaged exclusively in resident health and record management, a minimum of once every thirty (30) days, to ensure accuracy, consistency, and timely completion of the following regulatory areas:
 - a. direct care staffing (55 Pa. Code § 2600.57);
 - b. resident health (55 Pa. Code §§ 2600.141-143);
 - c. medications (55 Pa. Code §§ 2600.181-191); and
 - d. resident preadmission screenings, assessments, mobility needs, and support plans (55 Pa. Code §§ 2600.224-227).
6. The RN or LPN will conduct monthly clinical reviews of all residents to address positive and negative changes in resident health. Clinical reviews will include findings from recent medical appointments, treatment recommendations, emergency room evaluations, and hospital discharge instructions. Appellant shall update resident assessments and support plans as needed to ensure resident care and service needs are met. Documentation of individual clinical reviews will be maintained for review by the Department.
7. 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.
8. Appellant will maintain compliance with 55 Pa. Code § 2600 (relating to personal care homes).
9. 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. 034-15-0014.

10. 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.
11. 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 and the Department's compliance with procedural due process of law.
12. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party. This agreement and all provisions hereunder represents a joint effort on the part of the Department and Divinity Manor to resolve this negative sanction action and work towards providing an amicable resolution and to provide quality care to the residents.
13. 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.
14. 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.
15. 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.
16. The Parties to this Agreement agree that they have read and fully understand this Agreement. This Agreement is entered into knowingly, voluntarily and intelligently.
17. 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.

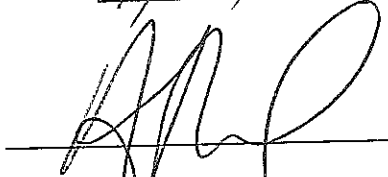
18. This Agreement is public information in accordance with 65 P.S. § 67.101 et seq.

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



Lea B. Sargent
Divinity Manor
Appellant

Date: 1/22/16



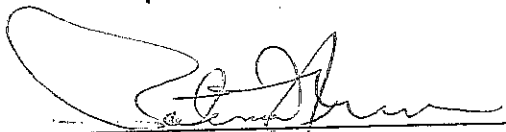
Herman J. Weinrich, Esq.
Counsel for Appellant

Date: 1-22-16



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

Date: 1/29/16



Patrick Marano, Esq.
Senior Counsel
Department of Public Welfare

Date: 1/27/16