



pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to ELITE CARE GROUP LLP
LEGAL ENTITY

To operate LIZA'S HOUSE
NAME OF FACILITY OR AGENCY

Located at 1357 BLUE MOUNTAIN DRIVE, DANIELSVILLE, PA 18038
(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 20
(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 17, 2016 until August 17, 2016,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: 214771

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.



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CERTIFIED MAIL – RETURN RECEIPT REQUESTED

MAILING DATE:

FEB 19 2016

Ms. Aundrea Leonard, Owner/President
Elite Care Group, LLP
125 Treymore Court
Pennington, New Jersey 08534

RE: Liza's House
1357 Blue Mountain Drive
Danielsville, Pennsylvania 18038
License #: 214771

Dear Ms. Leonard:

In accordance with the Settlement Agreement signed by Elite Care Group, LLP and the Department of Human Services on February 17, 2016, 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 'Matthew Jones', written over a horizontal line.

Matthew Jones
Director

Enclosures:
Settlement Agreement
First Provisional License

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

IN THE APPEAL OF: Liza's House Personal Care Home v.
Bureau of Human Services Licensing
BHA ID No.: 9999
BHA Docket No.: 034-15-0017
Personal Care Home - Licensure

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into this 17th day of February, 2016, by and between the Department of Human Services, Bureau of Human Services Licensing (Department) and Elite Care Group, LLP (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 Liza's House located at 1357 Blue Mountain Drive, Danielsville, Pennsylvania, 18038, as a personal care home licensed under statutes and regulations administered by the Department;

WHEREAS, on December 4, 2015, the Department did not renew Appellant's regular personal care home license and placed a ban on new resident admissions;

WHEREAS, on December 10, 2015, Appellant timely appealed the Department's personal care home license nonrenewal;

WHEREAS, the Department's Bureau of Hearings and Appeals conducted a pre-hearing conference on January 12, 2016;

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

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:

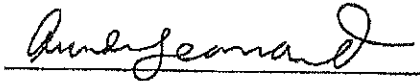
TERMS OF AGREEMENT

1. All terms of this Agreement shall remain in effect for three (3) years from the date of 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. Within thirty (30) days from the effective date of this Agreement, Appellant shall identify a fire safety expert who is not affiliated with the Appellant and holds one of the following qualifications: member of a local fire department, fire protection engineer, Commonwealth-certified fire protection instructor, college instructor in fire science, insurance company loss control representative, graduate of a county or Commonwealth fire school, volunteer trained and certified by a county or Commonwealth fire school, Department of Labor and Industry building code inspector, or construction code official. Appellant shall provide the fire safety expert's credentials to the Department.
3. Within sixty (60) days from the effective date of this Agreement, the fire safety expert shall conduct an unannounced fire drill and evaluate Appellant's performance and compliance with all applicable regulatory requirements pursuant to 55 Pa.Code §§ 2600.121 – 133 (relating to fire safety). The fire safety expert will provide written analysis of the evacuation including recommendations for improvement or correction of regulatory deficiencies. Appellant will implement all recommendations provided by the fire safety expert. Additionally, the fire safety expert will document the evacuation in accordance with 55 Pa.Code § 132(c) (relating to written fire drill record). Appellant will submit a copy of all reports generated by the fire safety expert to Adult Residential Licensing's Northeast Regional Office.
4. Every four (4) months from the date of the unannounced fire drill conducted in paragraph #3, the fire safety expert shall conduct unannounced fire drills and evaluate Appellant's performance and compliance with all applicable regulatory requirements, pursuant to 55 Pa.Code §§ 2600.121 – 133 (relating to fire safety), and provide written analysis of the evacuation including recommendations for improvement or correction of regulatory deficiencies. Appellant will implement all recommendations provided by the fire safety expert. Additionally, the fire safety expert will document the evacuation in accordance with 55 Pa.Code § 132(c) (relating to written fire drill record). Appellant will submit a copy of all reports generated by the fire safety expert to Adult Residential Licensing's Northeast Regional Office.
5. Appellant shall comply with plans of correction approved and issued by the Department.

6. 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.
7. 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.
8. 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.
9. Each Party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either Party.
10. 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.
11. 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.
12. 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.
13. The Parties to this Agreement have read and fully understand this Agreement and enter into the Agreement knowingly and voluntarily.
14. 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.
15. 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. 034-15-0017.

16. 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.



Aundrea Leonard, Owner/President
Elite Care Group LLP

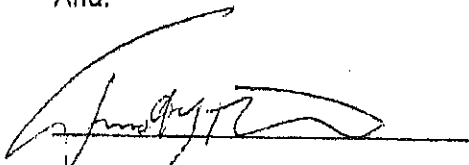
Date: February 17th, 2016



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

Date: 2/17/16

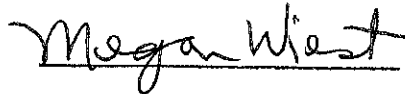
And:



Timothy T. Stevens, Esq.
Counsel for Appellant

Date: February 17th 2016

And:



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

Date: 2/17/16