

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 395961	(X2) MULTIPLE CONSTRUCTION A. Building B. Wing	(X3) DATE SURVEY COMPLETED 09/19/2024
NAME OF PROVIDER OR SUPPLIER Philadelphia Protestant Home		STREET ADDRESS, CITY, STATE, ZIP CODE 700 E Gilham St Philadelphia, PA 19111	

For information on the nursing home's plan to correct this deficiency, please contact the nursing home or the state survey agency.

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (Each deficiency must be preceded by full regulatory or LSC identifying information)
<p>F 0689</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Ensure that a nursing home area is free from accident hazards and provides adequate supervision to prevent accidents.</p> <p>**NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** 06525</p> <p>Based on clinical record review, interviews with staff and reviews of policies and procedures, it was determined that the facility failed to adequately supervise one of five residents reviewed and use assistive devices to prevent an elopement for one of 23 residents reviewed. (Resident R108)</p> <p>Findings include:</p> <p>Review of the facility policy titled elopement of resident dated May 2024 revealed that the facility was responsible to maintain the safety and security of all residents and to reduce the opportunity for elopement through effective training of staff and use of appropriate detection devices. The policy indicated that staff were to be trained to monitor residents in the facility who are at risk for wandering or exit seeking. The policy also indicated that a wander-guard tag containing a detection device that activates the door-locks would be used to prevent resident elopements. As noted the elevators are activated with this wander-guard tag which sets the elevator alarming device.</p> <p>The comprehensive admission assessment (MDS-an assessment of care needs) dated May 16, 2024 for Resident R108 indicated that this resident was admitted to the facility on [DATE]. The assessment indicated a BIMS (brief interview for mental status) report that Resident R108 was severely cognitively impaired. The assessment also indicated that this resident had no impairments and functional limitations of the upper and lower extremities. This assessment for Resident R108 indicated that this resident had a fall within the past month prior to admission.</p> <p>Clinical record review for Resident R108 indicated that the physical therapy (treatment that helps improve how your body performs physical movements) department had indicated on May 10, 2024 that this resident was ambulating 90 feet with care giver assist. The therapy progress notes for May 10 through May 16, 2024 indicated that Resident R108's level of function for ambulation was 200 feet with an assistive device (rolling walker). The occupational therapy (treatment that helps people overcome physical, emotional and social challenges and improve ability to perform daily tasks) department indicated that Resident R108 was able to independently stand 7 to 10 minutes with roller walker on May 20, 2024. Resident R108 was able to use assistive devise (roller walker) to facilitate functional mobility around the nursing unit on May 20, 2024.</p> <p>(continued on next page)</p>

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE	TITLE	(X6) DATE
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<p>F 0689</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Clinical record review for Resident R108 indicated that the psychiatrist (a medical doctor with expertise in the field of mental, emotional and behavioral disorders) evaluated this resident on May 13, 2024. The resident complained to the psychiatrist that I don't want to be here I want to go home. The resident was very limited with reporting background information to the psychiatrist. The resident's husband was interviewed for this information. The resident's husband reported that Resident R108 had memory loss and frequent falls at home. Resident R108 reported to the psychiatrist that she was sad; because she was at the nursing facility. The psychiatrist indicated that Resident R108 had memory loss, memory impairment and dementia indicating that Resident R108's insight was impaired and that the resident was alert times one. The psychiatrist said that Resident R108 had adjustment disorder with anxiety and depressed mood.</p> <p>Clinical record review revealed a nursing progress note dated May 11, 2024 that indicated that Resident R108 was walking ten feet independently. The nursing staff also indicated that Resident R108 had some mental confusion with cognitive abilities.</p> <p>Clinical record review revealed a nursing assessment of functional abilities for Resident R108 on May 12, 2024. The assessment indicated that Resident 108 was ambulating as desired with no impairments of upper and lower extremities.</p> <p>Clinical record review revealed a nursing progress note dated May 16, 2024 that indicated that Resident R108 was constantly wandering on the nursing unit looking for her husband.</p> <p>Clinical record review revealed a recreational specialist (a professional who plans organizes and directs activities and programs for the residents) dated May 17, 2024 that indicated Resident R108 was reporting some loneliness, exhibiting forgetfulness at times and was observed ambulating independently throughout the fourth floor nursing unit.</p> <p>Clinical record review revealed a nursing progress note dated May 17, 2024 at 6:00 p.m., that indicated that Resident R108 was having more confusion beyond her baseline which was dementia with confusion.</p> <p>Clinical record review revealed a nursing progress note dated May 17, 2024 at 7:30 p.m., that indicated Resident R108 was observed with increased confusion and wandering episodes. The resident was asking the nursing staff, where is my husband ? why is he not visiting? The progress note indicated that nurse staff tried to redirect Resident R108 but were unsuccessful. Resident R108 then stated to the nursing staff I want to kill myself, I hope to jump out a window.</p> <p>Clinical record review revealed a nursing progress note dated May 18, 2024 that indicated that Resident R108 was found to be missing from the fourth floor nursing unit. The staff searched the interior of the facility for Resident R108. The facility security department found the resident sitting outside the building on the stoneledge at the main gate or main entrance to facility.</p> <p>(continued on next page)</p>		

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<p>F 0689</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Interview with the Director of Nursing, Employee E2, at 10:00 a.m., on September 17, 2024 revealed that Resident R108 did not have an alarming device on her person, at the time of the elopement. The Director of Nursing, Employee E2, reported that the resident did not have a wander-guard device care planned for her safety. The Director of Nursing reported that Resident R108 exited the fourth floor nursing unit without staff knowledge by way of the elevator. Resident R108 did not have a wander-guard; therefore there was no alarming or locking of the elevator unit that occurred on May 18, 2024. The resident used the elevator from the fourth floor traveled to the first floor (ground floor) of the facility. Resident R108 walked out the rear entrance; without a rolling walker, to the facility and walked along the side of the building past the security entrance and out to the edge of the facility property to a [NAME]. The resident was found sitting on the stone wall. Observations of the stone wall on September 17, 2024, with the Director of Nursing, revealed that the [NAME] was located in front of a sidewalk and following that sidewalk was a double lane roadway to the entrance of the facility.</p> <p>Further interview with the Nursing Home Administrator, Employee E1 and Director of Nursing, Employee E2 at 10:30 a.m., on September 18, 2024 confirmed that the wander-guard system was designed to activated an alarm at the elevators on the fourth floor that had to be dismantled in order for the elevator to operate.</p> <p>28 PA. Code 201.14(a)(b) Responsibility of licensee</p> <p>28 PA. Code 201.18(b)(1)(3)(d)(e)(1) Management</p> <p>28 PA Code 211.10(a)(b)(c)(d) Resident care policies</p>		

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<p>F 0758</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Implement gradual dose reductions(GDR) and non-pharmacological interventions, unless contraindicated, prior to initiating or instead of continuing psychotropic medication; and PRN orders for psychotropic medications are only used when the medication is necessary and PRN use is limited.</p> <p>41471</p> <p>Based on the review of clinical records, and staff interviews, it was determined that the facility failed to ensure that PRN (as needed) orders for psychotropic drugs are limited to 14 days without documented rationale by the attending physician or prescribing practitioner and the expected duration of the PRN order for one of five residents reviewed for medication regimen. (Resident R21)</p> <p>Findings Include:</p> <p>Review of physician order for Resident R21 dated March 25, 2024, revealed that there was an order for Ativan (this medication is used to treat anxiety) 0.5mg/0.5 ml every four hours as needed for agitation/aggression.</p> <p>Review of clinical record for Resident R21 revealed no evidence that the attending physician or prescribing practitioner documented the rationale for use of as needed psychotropic medication in the resident's medical record and indicated the duration for the PRN order.</p> <p>Interview with Nursing Home Administrator, Employee E1, on September 18, 2024, at 12:00 p.m. confirmed that Resident R21's clinical record did not contain evidence that the attending physician or prescribing practitioner documented the rationale for use of as needed psychotropic medication in the resident's medical record and indicated the duration for the PRN order.</p> <p>28 Pa. Code 211.12(d)(1)(3) (5) Nursing services</p>

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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>Inform resident or representatives choice to enter into binding arbitration agreement and right to refuse.</p> <p>41471</p> <p>Based on the review of facility documentation, review of CMS regulations S483.70(n), interview with the staff, it was determined that the facility failed to ensure that the binding arbitration agreement contained required regulatory language under federal regulations S483.70(n) for 102 of 102 residents reviewed.</p> <p>Findings Include:</p> <p>Review of CMS regulation S483.70(n) revealed that S483.70(n) Binding Arbitration Agreements If a facility chooses to ask a resident or his or her representative to enter into an agreement for binding arbitration, the facility must comply with all of the requirements in this section.</p> <p>S483.70(n)(1) The facility must not require any resident or his or her representative to sign an agreement for binding arbitration as a condition of admission to, or as a requirement to continue to receive care at, the facility and must explicitly inform the resident or his or her representative of his or her right not to sign the agreement as a condition of admission to, or as a requirement to continue to receive care at, the facility.</p> <p>S483.70(n)(2) The facility must ensure that: (i) The agreement is explained to the resident and his or her representative in a form and manner that he or she understands, including in a language the resident and his or her representative understands; (ii) The resident or his or her representative acknowledges that he or she understands the agreement .</p> <p>S483.70(n)(3) The agreement must explicitly grant the resident or his or her representative the right to rescind the agreement within 30 calendar days of signing it.</p> <p>S483.70(n)(4) The agreement must explicitly state that neither the resident nor his or her representative is required to sign an agreement for binding arbitration as a condition of admission to, or as a requirement to continue to receive care at, the facility.</p> <p>S483.70(n)(5) The agreement may not contain any language that prohibits or discourages the resident or anyone else from communicating with federal, state, or local officials, including but not limited to, federal and state surveyors, other federal or state health department employees, and representative of the Office of the State Long-Term Care Ombudsman, in accordance with S483.10(k).</p> <p>A list of Resident who was offered the arbitration agreement and signed the arbitration agreement was requested to the administrator on September 16, 2024 at 10:00 a.m.</p> <p>Facility provided a list of residents who signed arbitration agreement and who refused to sign the agreement. There was 102 residents who signed the agreement and 5 resident who was offered but refused to sign the agreement.</p> <p>A copy of the arbitration agreement which was offered to the resident or resident representative at the time of the admission was requested to the facility administrator for review.</p> <p>(continued on next page)</p>		

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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>Review of Admission Agreement revealed the following information,</p> <p>In the event that any claim, controversy, dispute, or disagreement should arise between the Resident and the Home, whether arising out of, or relating to, the Resident's Agreement, the breach thereof, the subject matter thereof, or any legal duty incident thereto or independent thereof, and whether stated in tort, contract, or otherwise (collectively Controversy), excluding, however, only those claims by Home against Resident for collection by Home of unpaid balances owing by Resident to the Home for goods or services rendered to Resident, as well as guardianship proceedings, neither of which for the purposes of this Attachment F shall be considered a Controversy, both parties hereby agree that their Controversy shall be submitted to and settled exclusively by binding arbitration. Either party may commence arbitration by sending written notice to the other party demanding resolution of the Controversy through arbitration, and setting forth the nature of the Controversy, the dollar amount involved, if any, and the remedies sought (Arbitration Notice).</p> <p>(1) Within thirty (30) days after the receipt of the Arbitration Notice, the parties shall agree upon a single arbitrator. In the event that the parties are unable to agree upon a single arbitrator within such thirty (30) day period, each party shall have fifteen (15) days to appoint one (1) person each to act as an arbitrator. Such person shall have no personal or pecuniary interest, either directly or indirectly, from any source whatsoever, in the outcome of the Controversy, and such person shall not be an employee, contractor, director or agent of, or related to, either party. If either party fails to appoint an arbitrator within the allotted time, the other party may appoint an arbitrator for it; provided that such arbitrator meets the qualifications described above. Once two (2) arbitrators have been appointed, they shall have thirty (30) days from the date of the appointment of the last of the two (2) arbitrators to appoint a third arbitrator, who shall likewise be disinterested and meet the qualifications described above. Within fifteen (15) days after the date on which three (3) arbitrators are appointed, one (1) of those three (3) shall be selected by them to serve as Chairperson.</p> <p>(2) Binding arbitration shall be conducted in Philadelphia, Pennsylvania, in accordance with the rules and procedures set forth herein and, to the extent not inconsistent herewith, in accordance with the American Arbitration Association's Rules of Procedure for Arbitration. As soon as reasonably practicable, a hearing with respect to the Controversy or matter to be resolved shall be conducted by the arbitrator(s). As soon as reasonably practicable thereafter, the arbitrator(s) shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator(s) and mailed to each of the parties and their legal counsel.</p> <p>(3) The substantive law of the Commonwealth of Pennsylvania shall be applied by the arbitrator(s). Within thirty (30) days following the selection of the last arbitrator, the parties shall agree upon the nature and scope of discovery, including, without limitations, the number of interrogatories, demands for inspection of documents and tangible items, requests for admission, and the number and length of depositions. If the parties are unable to agree upon the nature and scope of discovery within such thirty (30) day period, then the nature and scope of discovery shall be determined solely by the arbitrator(s). The rules of evidence applicable to judicial proceedings shall not apply at the arbitration proceedings; evidence submitted by the parties may be admitted or excluded in the sole discretion of the arbitrator(s).</p> <p>(continued on next page)</p>		

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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>(4) All decisions of the arbitrator(s) shall be final, binding and conclusive on the parties and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Attachment F. The arbitrator(s) or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's[s] judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.</p> <p>(5) Unless otherwise provided for in the decision of the arbitrator(s), the parties shall equally share all costs of arbitration; provided, however, that the arbitrator(s) may, in his/her or their sole and absolute discretion, include in the decision rendered a determination as to which party, if any, is the prevailing party and, if so, how much, if any, reimbursement the prevailing party shall receive from the non-prevailing party for the prevailing party's reasonable attorneys' fees, costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder. The arbitrator(s) may, in their sole and absolute discretion, but need not, fix the amount of reasonable attorneys' fees and costs on the request of either party.</p> <p>(6) Notwithstanding anything to the contrary in this Attachment F, any party may seek a temporary restraining order or other interim injunctive or provisional relief from a court of proper jurisdiction without first resorting to the arbitration procedures set forth in this Attachment F. If any such relief is obtained, the arbitrator(s) shall address the continuance, modification, or termination of such relief in [his/her/their] order and the parties agree to abide by the arbitrator's[s] decision regarding such relief.</p> <p>(7) Resident and Home specifically agree that this agreement to settle any Controversy, other than those set forth above, by binding arbitration, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract, and further agree that the term Controversy specifically includes, but is not limited to, claims for personal injury and/or wrongful death.</p> <p>It was revealed that the facility arbitration agreement lacked the following regulatory requirements,</p> <p>S483.70(n)(1) The facility must not require any resident or his or her representative to sign an agreement for binding arbitration as a condition of admission to, or as a requirement to continue to receive care at, the facility and must explicitly inform the resident or his or her representative of his or her right not to sign the agreement as a condition of admission to, or as a requirement to continue to receive care at, the facility.</p> <p>S483.70(n)(3) The agreement must explicitly grant the resident or his or her representative the right to rescind the agreement within 30 calendar days of signing it.</p> <p>S483.70(n)(4) The agreement must explicitly state that neither the resident nor his or her representative is required to sign an agreement for binding arbitration as a condition of admission to, or as a requirement to continue to receive care at, the facility.</p> <p>S483.70(n)(5) The agreement may not contain any language that prohibits or discourages the resident or anyone else from communicating with federal, state, or local officials, including but not limited to, federal and state surveyors, other federal or state health department employees, and representative of the Office of the State Long-Term Care Ombudsman, in accordance with S483.10(k).</p> <p>(continued on next page)</p>		

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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>Interview with facility administrator on September 18, 2024, at 9:30 a.m. confirmed that the facility arbitration agreement lacked the required regulatory languages set forth by S483.70(n). Administrator stated all residents or representatives were offered the arbitration agreement which was a part of the facility admission agreement.</p> <p>28 Pa. Code 201.24 (b) Admission Policy</p> <p>28 Pa. Code 201.14(a) Responsibility of Licensee</p>		