

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 035173	(X2) MULTIPLE CONSTRUCTION A. Building B. Wing	(X3) DATE SURVEY COMPLETED 08/27/2025
NAME OF PROVIDER OR SUPPLIER Christian Care Nursing Center		STREET ADDRESS, CITY, STATE, ZIP CODE 11812 North 19th Ave Phoenix, AZ 85029	

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)
F 0812 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Few	Procure food from sources approved or considered satisfactory and store, prepare, distribute and serve food in accordance with professional standards. (continued on next page)

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 0812</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Number of residents sampled: Number of residents cited: TFFT ensure that food handling processes were properly implemented. Based on observations, staff interviews, and policy review, the facility failed to ensure that food items were not expired. The deficient practice could increase the risk of cross-contamination and foodborne illness. Finding includes: During an initial kitchen observation conducted on August 26, 2025 at 7:19 a.m., with the Kitchen Manager (staff # 101), the following food items were found to be expired: -In the dry food storage, 2 bags of Sysco Classic Peanuts with an expiration date of July 31, 2025. -In the walk-in refrigerator, red tomato sauce was stored in a metal container with used-by date of August 21, 2025; a white colored dessert stored in a metal container with used-by date August 22, 2025; dry oats stored in a metal container with used-by date August 10, 2025; and teriyaki sauce stored in a metal container with used-by date August 13, 2025. An interview was conducted on August 26, 2025, at 7:56 a.m., with a Kitchen Manager (staff # 101) who stated that foods were prepared in the same kitchen for both skilled and assisted living residents. The Kitchen Manager stated that leftover prepared foods are dated, labelled, and used by 7 days. The kitchen manger further stated that the expired leftover food found in the refrigerator and dry storage should have been previously discarded. An interview was conducted on August 26, 2025 at 10:40 a.m., with the Executive Chef Director (staff #10), who stated that the nursing center's food storage inventory and kitchen are shared by assisted living, skilled, and short-term memory care units. Staff #10 then stated that leftover food should be clearly labeled, dated, and used within 7 days. Staff #10 also stated that the risk of not discarding food at the expiration dates could result in residents becoming sick, if they ingest the food. An interview was conducted on August 26, 2025, at 11:51 a.m., with a cook (staff #41), who stated that leftover foods are labelled, dated, and stored in a walk-in refrigerator and used within 5 days. The cook also stated that if food were not thrown after its expiration date the risk could result in salmonella and food poisoning. A follow-up interview was conducted on August 26, 2025 at 12:09 p.m., with Executive Chef Director (staff #10), who stated that leftover foods should be stored in covered containers or wrapped carefully and securely. He further stated that each item should be clearly labeled, dated, and cooled at 41 F (Fahrenheit) within 7 days. He further stated that his expectation included for staff to inspect the food items daily in dry storage and the refrigerator, discard food that had expired. He stated the risk could result in residents becoming sick with food-borne illness. An interview was conducted on August 27, 2025 at 1:22 p.m., with a Certified Nursing Assistant (CNA, staff #37), who stated that she would not eat outdated, expired, or old food because food may be tasteless, cause digestive issues, and could make you sick. An interview was conducted on August 27, 2025 at 2:40 p.m., with the Director of Nursing (DON, staff # 68), who stated that she expects food to be prepared according to food safety guidelines. A facility policy entitled, Food Storage, revised September 5, 2025, revealed that leftover food should be stored in covered containers or wrapped carefully and securely and clearly labeled and dated before being refrigerated. Leftover food must be used within 7 days or discarded as per the 2017 Federal Food Code. The policy also stated that all foods should be covered, labeled, and dated and routinely monitored to ensure that foods (including leftovers) will be consumed by their safe use-by dates, or frozen (where applicable), or discarded.</p>		

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<p>F 0848</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Provide a neutral and fair arbitration process and agree to arbitrator and venue.</p> <p>**NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** Number of residents sampled: Number of residents cited: TFFT explain in a form and manner including a language that the resident or his/her representative understood Based on documentation, staff interviews, and the facility policy and procedures, the facility failed to ensure the binding arbitration agreement provided for the selection of a neutral arbitrator agreed upon by both parties and a venue agreed upon by both parties. Findings included: Resident (#12) was admitted to the facility on [DATE] with diagnoses that included a seizure disorder, vascular dementia, and cirrhosis of the liver. The minimum data set (MDS) dated [DATE] included a brief interview for mental status score of 9 indicating the resident had a moderate cognitive impairment. An arbitration agreement dated August 11, 2027 was signed by resident (#2) and the Administrative Assistant (staff #31). An interview was conducted on August 27, 2025 at 1:47 p.m. with the Administrative Assistant (staff #31), who stated that she reviews the binding arbitration agreement with each resident by reading through each section of the agreement and asking the resident questions to ensure the resident understands the agreement. The arbitration agreement was reviewed during the interview and she stated that she did not know that the arbitrator needed to be a neutral party agreed upon by the resident and the facility and could not find an explanation of the neutral party in the agreement. She stated that the agreement identified the National Arbitration Forum and thought this was the arbitration party that listens to the disagreement between the resident and the facility, but was not sure. She also stated that she doesn't tell the resident that both parties are to agree upon a venue for meeting. An interview was conducted on August 27, 2025 at 2:11 p.m. with the Administrator (#3), who stated that he supervises the Administrative Assistant (staff #31) and she has had some training about arbitration. During the interview, (staff #3), reviewed resident (#2's) arbitration agreement and stated that he did not know of the National Arbitration Forum and was not sure if the forum was an individual arbitrator or some type of forum that has multiple arbitrators. He stated that the HUD Department Manager (staff #100) was in charge of Arbitration. An interview was conducted on August 27, 2025 at 2:20 p.m. with the HUD Department Manager (staff #100), who stated that she was the Admissions Coordinator up to July 1 2025 and that she trained the previous person who had staff #31's position. She also stated that she gave staff #31 a few pointers about arbitration yesterday, such as the resident has to sign the form and date the form. During the interview, she reviewed resident (#2's) arbitration form and could not explain the National Arbitration Forum's role in the arbitration process, but thought it might be an organization that the facility uses. The HUD Department Manager stated that she thought that the arbitration agreement used to say that a neutral party (arbitrator) will be agreed upon by the facility and the resident. She further stated that she didn't know how a venue was chosen and acknowledged that the venue was not mentioned in the agreement. Review of the facility Pre-Dispute Voluntary binding Arbitration Agreement, did not reveal that the resident and facility are to agree upon a neutral arbitrator or venue. It did include a signature page which included the signature and title of the staff member who explained the meaning of the agreement to the resident.</p>		

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<p>F 0851</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Many</p>	<p>Electronically submit to CMS complete and accurate direct care staffing information, based on payroll and other verifiable and auditable data.</p> <p>Based on documentation, staff interview, and the facility policy and procedures, the facility failed to report accurate PBJ (Payroll Based Journal) data as per requirements. Findings included: Review of the PBJ (Payroll Based Journal) FY (fiscal year) Quarter 2 2024 (January 1 to March 31) revealed: no registered nurse (RN) hours on January 1, 2, 3, 9, 13, 14 2024 or March 20 and 31, 2024. no licensed nursing coverage twenty-four hours a day on January 9, 13, 14, 21, 28, 2024, February 4, 11, 17, 25, 2024, and March 2, 3, and 31, 2024. Review of the employee time cards revealed that during the PBJ FY Quarter 2 2024 (January 1 to March 31): there was a registered nurse (RN) coverage for 12 hours on January 1, 2, 3, 9, 13, 14 2024. there was RN coverage for 12 hours on March 20 and 31, 2024. there was licensed nursing coverage twenty-four hours a day on January 9, 13, 14, 21, 28, 2024 there was licensed nursing coverage twenty-four hours a day on February 4, 11, 17, 25, 2024. there was licensed nursing coverage twenty-four hours a day on March 2, 3, and 31, 2024. Review of the PBJ FY Quarter 1 2025 (October 1 to December 31) revealed: no registered nurse (RN) hours on October 2, November 15, 18, 20, and December 29, 2024. no licensed nursing coverage twenty-four hours a day on October 2m 7, 13, 27, November 23, and December 14, 22, 26, and 29, 2024. Review of the employee time cards revealed that during the PBJ FY Quarter 1 2025 (October 1 to December 31): there was RN coverage for 12 hours on October 2, November 15, 18, 20, and December 29, 2024. there was licensed nursing coverage twenty-four hours a day on October 2, November 15, 18, 20, and December 29, 2024. Review of the PBJ FY Quarter 2 2025 (January 1 to March 31) revealed no licensed nursing coverage twenty-four hours a day on January 1, 11, 18, February 16, and March 16, and 30, 2025. Review of the employee time cards revealed that during the PBJ FY Quarter 2 2025 (January 1 to March 31): there was RN coverage for 12 hours on January 1, 11, 18, 2024. there was RN coverage for 12 hours on February 16, 2024. there was RN coverage for 12 hours on March 16 and 30, 2024. An interview was conducted on August 27, 2025 at 7:06 a.m. with the Administrator (staff #3) who stated that he started working at the facility on March 31, 2025. During the interview, review of the: PBJ FY Quarter 2, 2024 (January 1 to March 31) revealed eight dates that no registered nurse (RN) hours were reported to CMS and twelve dates that the facility failed to report 24-hour nursing coverage. PBJ FY Quarter 2, 2025 (January 1, 2024 through March 31) revealed six dates that the facility failed to report 24-hour nursing coverage. The Administrator stated that the facility census was under 60, so the Director of Nursing (DON) was a floor nurse staff; he was going to review the census and provide time cards showing that nursing staff were present and RN coverage provided. An interview was conducted on August 27, 2025 at 8:15 a.m. with the Administrator (staff #3), who stated that after the PBJ is submitted, he receives a letter or an email identifying any problems with the data submitted and the last quarter he received an email stating that the hours for some of the staff was not accurate, but the issue was too many hours worked and there was nothing stating that there was no RN coverage on specific dates and no licensed nursing coverage for 24 hours/day on specific dates. He stated that he has no information regarding data submitted or CMS response to the facility data submitted prior to this last quarter because he was not the Administrator at that time, but would look for the information. During an interview conducted on August 27/2025 at 10:30 a.m. with the Administrator (staff #3), he stated that there were errors in the staffing data submitted because the facility did not include agency staff, but there was RN coverage. The facility, Payroll-Based Journaling (PBJ) Standard Operating Procedure policy states that facilities are required to submit PBJ data quarterly, within 45 days of the end of each quarter. The data must be submitted electronically and follow specific CMS submission guidelines. Request files from agency staffing agencies and contractors for hours worked in the SNF for the prior calendar year.</p>		