DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

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JUL 11 2024
BY:

PRINTED: 06/14/2024
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	205163	A. BUILDING 01 B. WING	06/11/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
MID COAST SENIOR HEALTH CENTER	58 BARIBEAU DRIVE BRUNSWICK, ME 04011

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
E 000	Initial Comments Federal Recertification Survey Date of Survey:06/11/2024 Mid Coast Senior Health Center, a long-term care facility, is in substantial compliance with 42 Code of Federal Regulations Part 483.73 Requirement for Long Term Care Facilities for Emergency Preparedness.	E 000		
K 000	INITIAL COMMENTS Federal Recertification Survey Date of Survey:06/11/2024 Mid Coast Senior Health Center, a long-term care facility was surveyed pursuant to the National Fire Protection Association 101, Life Safety Code, 2012 Edition as referenced in 42 CFR 483.90 (a - d) - Physical Environment and is in not in substantial compliance.	K 000		
K 133 SS=F	Multiple Occupancies - Construction Type CFR(s): NFPA 101 Multiple Occupancies - Construction Type Where separated occupancies are in accordance with 18/19.1.3.2 or 18/19.1.3.4, the most stringent construction type is provided throughout the building, unless a 2-hour separation is provided in accordance with 8.2.1.3, in which case the construction type is determined as follows: * The construction type and supporting construction of the health care occupancy is based on the story in which it is located in the building in accordance with 18/19.1.6 and Tables 18/19.1.6.1 * The construction type of the areas of the building enclosing the other occupancies shall be based on the applicable occupancy chapters.	K 133		

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE | TITLE | (X6) DATE

Administrator re-submitted 7/11/24

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.

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K 133	Continued From page 1 18.1.3.5, 19.1.3.5, 8.2.1.3 This REQUIREMENT is not met as evidenced by: Based on plans review, observation and interview during the facility tour, the long-term care facility failed to maintain the clear locations of the 2-hour seperation walls for inspection per NFPA 101, Life Safety Code, 2012 Edition, Sections 8.2.1.3., and 19.1.3.5. Finding: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. During the facility tour the inspection team was unable to effectively inspect the two-hour fire rated seperating wall between residential care, and the long-term care facilities. The locations annotated on the plans we looked at versus the building layout did not match. Please provide an accurate life safety drawing of the building. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 133	1. • We will have life safety drawings completed by Code Red. • N/A • We will ensure life safety drawings are available upon request. • We have a signed contract with a completion date by 10/1/2024	
K 211 SS=D	Means of Egress - General CFR(s): NFPA 101 Means of Egress - General Aisles, passageways, corridors, exit discharges, exit locations, and accesses are in accordance with Chapter 7, and the means of egress is continuously maintained free of all obstructions to full use in case of emergency, unless modified by 18/19.2.2 through 18/19.2.11.	K 211		

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K 211	Continued From page 2 18.2.1, 19.2.1, 7.1.10.1 This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour, the long-term care facility failed to maintain the exit discharges to continuously maintained free of all obstacles or impediments. No furnishings, decorations, or other objects shall obstruct exits or their access thereto, egress therefrom, or visibility thereof. Ref: NFPA 101, Life Safety Code, 2012 Edition, Sections 7.1.10.1-2, 7.1.6.4, and 19.2.1. Findings: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. A portion of the Bodwell exit discharge path to the public way is a grass surface which is not an all-weather, all-condition surface that will be slip-resistant in all foreseeable conditions. 2. The basement exit corridor is being used as a storage location with furniture which obstructs the exit. 3. The Chans corridor has a table in the corridor by the electrical panel. 4. The Door to the loading dock has plastic windguard strips installed, that obstructs the egress path. 5. Mere Point corridor has a med cart with laptop stored in egress.	K 211	1. • We will create a all-weather, all condition, slip proof surface on the Bodwell exit. • We will ensure all exits conform to this requirement. • All paths and walkways will be monitored daily by Maintenance staff as part of their normal rounds. • Work completed 6/26/24 2. • Basement corridor will be cleared. • N/A • Training will be completed, and halls will be monitored daily. • Will be completed by 7/15/24 3. • The Chans Table will be removed from the hallway. • N/A • Staff were made aware that corridors have to remain clean and that electrical panels require a 36" clearance. • Work completed 6/26/24 4. • Wind Guard strips shall be removed to loading dock. • N/A • The facility will not do anything that obstructs a fire exit door. • Completed 6/26/24 5. • Med Cart will be removed from corridor when not in use. • Staff will be trained of importance of keeping corridors clear for patient safety. • Maintenance, Housekeeping, and administration will be diligent on making sure the corridors stay clear. • Will be completed 7/10/24 6. • The items will be cleared from this corridor. • Staff will be trained of the importance of keeping corridors clear. • Maintenance, Housekeeping, and administration will be diligent on making sure the corridors stay clear. • Will be completed 7/15/24	

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K 211	Continued From page 3 6. Storage in egress corridor outside Chans Home Health & Hospice. The surveyor confirmed these findings with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 211		
K 222 SS=D	Egress Doors CFR(s): NFPA 101 Egress Doors Doors in a required means of egress shall not be equipped with a latch or a lock that requires the use of a tool or key from the egress side unless using one of the following special locking arrangements: CLINICAL NEEDS OR SECURITY THREAT LOCKING Where special locking arrangements for the clinical security needs of the patient are used, only one locking device shall be permitted on each door and provisions shall be made for the rapid removal of occupants by: remote control of locks; keying of all locks or keys carried by staff at all times; or other such reliable means available to the staff at all times. 18.2.2.2.5.1, 18.2.2.2.6, 19.2.2.2.5.1, 19.2.2.2.6 SPECIAL NEEDS LOCKING ARRANGEMENTS Where special locking arrangements for the safety needs of the patient are used, all of the Clinical or Security Locking requirements are being met. In addition, the locks must be electrical locks that fail safely so as to release upon loss of power to the device; the building is protected by a supervised automatic sprinkler system and the locked space is protected by a complete smoke detection system (or is constantly monitored at an attended location within the locked space); and both the sprinkler	K 222		

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K 222	Continued From page 4 and detection systems are arranged to unlock the doors upon activation. 18.2.2.2.5.2, 19.2.2.2.5.2, TIA 12-4 DELAYED-EGRESS LOCKING ARRANGEMENTS Approved, listed delayed-egress locking systems installed in accordance with 7.2.1.6.1 shall be permitted on door assemblies serving low and ordinary hazard contents in buildings protected throughout by an approved, supervised automatic fire detection system or an approved, supervised automatic sprinkler system. 18.2.2.2.4, 19.2.2.2.4 ACCESS-CONTROLLED EGRESS LOCKING ARRANGEMENTS Access-Controlled Egress Door assemblies installed in accordance with 7.2.1.6.2 shall be permitted. 18.2.2.2.4, 19.2.2.2.4 ELEVATOR LOBBY EXIT ACCESS LOCKING ARRANGEMENTS Elevator lobby exit access door locking in accordance with 7.2.1.6.3 shall be permitted on door assemblies in buildings protected throughout by an approved, supervised automatic fire detection system and an approved, supervised automatic sprinkler system. 18.2.2.2.4, 19.2.2.2.4 This REQUIREMENT is not met as evidenced by: Based on Observation and Interview, the facility failed to provide exit access serving the Bodwell Wing egress stairwell, Mere Point egress door, and Mere Point egress door that were readily accessible at all times by having special locking arrangements (coded key exit egress) with staff being the only people with access to exits regardless of resident independent cognitive ability which is not in accordance with LSC	K 222		

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K 222	Continued From page 5 Section 19.2.2.2.4, 19.2.2.2.5, 19.2.2.2.5.2 and 7.2.1.6. This deficient practice could affect exiting from all facility designated exits, as well as an indeterminable number of residents, staff and visitors. Findings Include: Observation on June 11, 2024, at approximately 9:30AM to 4:00PM during the facility tour identified the facility designated exits at all exits had a coded exit by key code controlled by staff without any means to provide visitors or oriented residents access to the means of exit. Interview on June 11, 2024, at approximately 9:30AM to 4:00PM during the facility tour with the Facilities Director and Lead Maintenance Tech stated the doors were all key code controlled, and residents did not have the codes. Observation and Interview with the Facilities Director and Lead Maintenance Tech at the time of observation confirmed the exit doors had key code that could only be accessed by staff. The facility failed to provide exit access that was readily accessible at all times by having special locking arrangements in accordance with LSC Section 19.2.2.2.4, 19.2.2.2.5, 19.2.2.2.5.2 and 7.2.1.6. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 222	1. • All exits will be marked with proper signage with code for exit and/or delayed egress locks. • We will ensure all exits conform to this requirement. • We will monitor this to ensure signage is always visible. this will be part of our daily routine. • Work will be completed by 7/15/24	
K 311 SS=D	Vertical Openings - Enclosure CFR(s): NFPA 101 Vertical Openings - Enclosure 2012 EXISTING Stairways, elevator shafts, light and ventilation shafts, chutes, and other vertical openings	K 311		

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K 311	Continued From page 6 between floors are enclosed with construction having a fire resistance rating of at least 1 hour. An atrium may be used in accordance with 8.6. 19.3.1.1 through 19.3.1.6 If all vertical openings are properly enclosed with construction providing at least a 2-hour fire resistance rating, also check this box. This REQUIREMENT is not met as evidenced by: Based on observation and interview, the long-term care facility failed to ensure that vertical openings between floors are enclosed with construction having a fire resistance rating of at least 1 hour per NFPA 101, Life Safety Code, 2012 edition Section 19.3.1.1 Findings: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. The doors and frames on every floor serving stairwell basement and 1st floor are not equipped with a label that identifies the fire rating of the door. The surveyor was unable to verify the rating of the door assembly. 2. Basement stairwell sprinkler pipe penetration not not sealed with rated material. The surveyor confirmed these findings with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 311	1. • Doors will be recertified by Code Red • We will ensure all exits conform to this requirement. • We will ensure tags are not removed or painted over in the future. • We have signed contract with a completion date of 10/1/2024 2. • Fire Caulking will be used to seal penetration. • We will ensure all exits conform to this requirement. • We will inspect this area after any contracted work has been completed. • Work will be completed by 7/29/24	
K 321 SS=F	Hazardous Areas - Enclosure CFR(s): NFPA 101	K 321		

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K 321	Continued From page 7 Hazardous Areas - Enclosure Hazardous areas are protected by a fire barrier having 1-hour fire resistance rating (with 3/4 hour fire rated doors) or an automatic fire extinguishing system in accordance with 8.7.1 or 19.3.5.9. When the approved automatic fire extinguishing system option is used, the areas shall be separated from other spaces by smoke resisting partitions and doors in accordance with 8.4. Doors shall be self-closing or automatic-closing and permitted to have nonrated or field-applied protective plates that do not exceed 48 inches from the bottom of the door. Describe the floor and zone locations of hazardous areas that are deficient in REMARKS. 19.3.2.1, 19.3.5.9 Area Automatic Sprinkler Separation N/A a. Boiler and Fuel-Fired Heater Rooms b. Laundries (larger than 100 square feet) c. Repair, Maintenance, and Paint Shops d. Soiled Linen Rooms (exceeding 64 gallons) e. Trash Collection Rooms (exceeding 64 gallons) f. Combustible Storage Rooms/Spaces (over 50 square feet) g. Laboratories (if classified as Severe Hazard - see K322) This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour, the long-term care facility failed to maintain the smoke and fire resistance of Hazardous areas per NFPA 101, Life Safety Code, 2012 Edition, Section 19.3.2.1. Findings:	K 321		

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K 321	Continued From page 8 On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. The elevator machine room has a louvered panel in the door which will not resist the passage of smoke. 2. The elevator machine room door doesn't self-close and positively latch upon release. 3. The kitchen paper goods storage door is warped and it hits the frame on the latch side, not allowing it to self-close and latch. 4. The flu vaccine door has a louvered panel which will not resist the passage of smoke. 5. Patient room #105 is now being used as a storage room without a self-closing door. 6. The Chans boiler room wall and ceiling has unfirestopped penetrations. 7. Mechanical room off break room door doesn't self-close and positively latch upon release. 8. Basement mechanical equipment door doesn't self-close due to bungee cord secured to door handle and wall and positively latch due to tape over latch. 9. Sprinkler room has louvers in wall which will not resist the passage of smoke. 10. Sprinkler room has unsealed penetrations in ceiling. The surveyor confirmed these findings with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 321	1. - Door will be Repaired -N/A -We will ensure no vents are cut into rated doors or rooms. -Door Repaired 7/3/24 2. - Door Has Been Repaired -N/A -We will ensure doors meet Life Safety Code -Door was repaired 7/3/2024 3. - Door will be replaced/Repaired -N/A -We will ensure doors meet Life Safety Code -We have a signed contract with repair date by 8/9/2024 4. - Door will be replaced/Repaired -N/A -We will ensure doors meet Life Safety Code -Door Repaired 7/3/24 5. - Room will be turned back into Residents Room. -We will ensure all storage rooms have self-closing doors. -Maintenance will monitor all storage rooms to ensure they meet life safety code. -This will be completed by 7/15/24	
K 324 SS=D	Cooking Facilities CFR(s): NFPA 101 Cooking Facilities	K 324		

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K 324	Continued From page 9 Cooking equipment is protected in accordance with NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, unless: * residential cooking equipment (i.e., small appliances such as microwaves, hot plates, toasters) are used for food warming or limited cooking in accordance with 18.3.2.5.2, 19.3.2.5.2 * cooking facilities open to the corridor in smoke compartments with 30 or fewer patients comply with the conditions under 18.3.2.5.3, 19.3.2.5.3, or * cooking facilities in smoke compartments with 30 or fewer patients comply with conditions under 18.3.2.5.4, 19.3.2.5.4. Cooking facilities protected according to NFPA 96 per 9.2.3 are not required to be enclosed as hazardous areas, but shall not be open to the corridor. 18.3.2.5.1 through 18.3.2.5.4, 19.3.2.5.1 through 19.3.2.5.5, 9.2.3, TIA 12-2 This REQUIREMENT is not met as evidenced by: Based on observation and interview, the long-term care facility failed to properly install and maintain equipment protected by the kitchen hood extinguishing system NFPA Standard: NFPA 101, Life Safety Code (2012) Sections 19.3.2.5.2*, 9.2.3, NFPA Standard: NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations (2011) Sections 12.1.2.2*, 12.1.2.3, 12.1.2.3.1 Finding:	K 324	6. -Langford and Low will complete all repairs as this is part of their Contruction project. -N/A -We will ensure boiler rooms meet Life Safety Code -Work completed by 7/03/24 7. - Door will be replaced/Repaired -N/A -We will ensure doors meet Life Safety Code -We have a signed contract with repair date by 8/9/2024 8. -Bungee cord was removed -We will ensure all doors meet Life safety Code, Training will be completed on not propping or tying open doors -Work completed 6/26/2024 9. -Sprinkler room louver will be removed and proper fire/smoke stopping barrier will be put in. -We will ensure sprinkler room maintains Life Safety Code. -Maintenance will monitor all future work to make sure no penetrations are made that are in violation of this code. Work completed 7/1/24 10. - All unsealed penetrations will be sealed in sprinkler room. - Maintenance will ensure sprinkler room maintains Life Safety Code. - maintenance will monitor all future work to make sure no penetrations are made that are in violation of this code. Work will be completed 7/1//24	

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K 324	Continued From page 10 On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. The wheeled, gas-fired 9 burner stove/oven and wheeled, fryolator located on the cooking line in the kitchen were not provided with an approved method that would ensure that the appliances were returned to an approved design location after they had been moved for maintenance and cleaning. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation	K 324	1. -Floors will be marked with location indicators to ensure equipment is in proper place. -N/A -We will remain in compliance with all wheeled kitchen equipment. -Work completed 7/01/24	
K 353 SS=D	Sprinkler System - Maintenance and Testing CFR(s): NFPA 101 Sprinkler System - Maintenance and Testing Automatic sprinkler and standpipe systems are inspected, tested, and maintained in accordance with NFPA 25, Standard for the Inspection, Testing, and Maintaining of Water-based Fire Protection Systems. Records of system design, maintenance, inspection and testing are maintained in a secure location and readily available. a) Date sprinkler system last checked b) Who provided system test c) Water system supply source Provide in REMARKS information on coverage for any non-required or partial automatic sprinkler system. 9.7.5, 9.7.7, 9.7.8, and NFPA 25	K 353		

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K 353	Continued From page 11 This REQUIREMENT is not met as evidenced by: Based on observation, interview, and inspection documentation review, the long term care facility failed to maintain the wet sprinkler system per NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, 2011 Edition, Sections 5.2.1.1.1-4, 5.2.6, 6.2.3, and NFPA 101, Life Safety Code, 2012 Edition, Sections 19.3.5.1., 4.6.12, and 9.7.5. Findings: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. According to the most recent Johnson Controls quarterly sprinkler inspection report and observation at the sprinkler riser there is no hydraulic design information sign attached to the riser. 2. There is a non-factory paint on the sprinkler head in the Bodwell Nurse's Station. 3. The escutcheon ring is missing from the sprinkler head in the closet in the admin wing by the copier and the mailboxes. 4. The ceiling tiles are missing in the loading dock and the floor machine room. The absence of tiles will hinder the operation of the sprinkler system. The surveyor confirmed these findings with the	K 353	1. -Hydraulic tag was replaced and inspected by Johnson Controls.. -We will ensure we remain compliant with this requirement by having the hydraulic tag made and affixed to the riser pipe. - Work completed 7/10/2024 2. -Sprinkler head replaced by Johnson Controls. -N/A -We will ensure all sprinkler heads are free from paint or other debris. This will be added to our monthly fire extinguisher form. -Completed 7/10/2024 3. -Johnson controls have made this repair. -n/a -We will inspect sprinkler heads throughout the facility to ensure escutcheon rings are all in place. - completed July 10th, 2024 4. - All ceiling tiles will be replaced and put back. - n/a -Housekeeping and Maintenance will monitor ceiling tiles to ensure none are out of place. They will report/fix any ceiling tiles out of compliance immediately. - Work completed July 10th, 2024.	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	205163	A. BUILDING 01 B. WING	06/11/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
MID COAST SENIOR HEALTH CENTER	58 BARIBEAU DRIVE BRUNSWICK, ME 04011

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K 353	Continued From page 12 Facilities Director and Lead Maintenance Tech at the time of the observation.	K 353		
K 363 SS=D	Corridor - Doors CFR(s): NFPA 101 Corridor - Doors Doors protecting corridor openings in other than required enclosures of vertical openings, exits, or hazardous areas resist the passage of smoke and are made of 1 3/4 inch solid-bonded core wood or other material capable of resisting fire for at least 20 minutes. Doors in fully sprinklered smoke compartments are only required to resist the passage of smoke. Corridor doors and doors to rooms containing flammable or combustible materials have positive latching hardware. Roller latches are prohibited by CMS regulation. These requirements do not apply to auxiliary spaces that do not contain flammable or combustible material. Clearance between bottom of door and floor covering is not exceeding 1 inch. Powered doors complying with 7.2.1.9 are permissible if provided with a device capable of keeping the door closed when a force of 5 lbf is applied. There is no impediment to the closing of the doors. Hold open devices that release when the door is pushed or pulled are permitted. Nonrated protective plates of unlimited height are permitted. Dutch doors meeting 19.3.6.3.6 are permitted. Door frames shall be labeled and made of steel or other materials in compliance with 8.3, unless the smoke compartment is sprinklered. Fixed fire window assemblies are allowed per 8.3. In sprinklered compartments there are no restrictions in area or fire resistance of glass or frames in window assemblies. 19.3.6.3, 42 CFR Parts 403, 418, 460, 482, 483,	K 363		

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	205163	A. BUILDING 01 _____ B. WING _____	06/11/2024

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MID COAST SENIOR HEALTH CENTER	58 BARIBEAU DRIVE BRUNSWICK, ME 04011

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K 363	Continued From page 13 and 485 Show in REMARKS details of doors such as fire protection ratings, automatics closing devices, etc. This REQUIREMENT is not met as evidenced by: Based on observation and interview, the long-term care facility failed to maintain the corridor door from closing and positively latching per NFPA 101, Life Safety Code, 2012 Edition, Sections 19.3.6.3. Findings: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. The Privacy Curtain in room 301 obstructed the patient room door from closing and positively latching. 2. The Privacy Curtain in room 303 obstructed the patient room door from closing and positively latching. 3. Mechanical Equipment room in basement has bungee cord holding door open and tape preventing door from closing and positively latching. 4. Break room double doors does not self-close and positively latch when doors are released from magnet. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 363	1. - T- The privacy curtain in 301 will be setup so it does not interfere with the emergency exit. -No items will be allowed to interfere with the exit doors closing in residents' rooms. - Housekeeping and Maintenance will monitor this daily. Any rooms that are out of compliance will be fixed immediately. - Work will be complete by July 29th, 2024. 2. - The privacy curtain in 303 will be removed Completely -No items will be allowed to interfere with the exits of residents' rooms. - Housekeeping and Maintenance will monitor this daily. Any rooms that are out of compliance will be fixed immediately. - Work will be complete by July 29th, 2024. 3. - Bungee Cord was removed from door. - N/A - Housekeeping and Maintenance will monitor this daily. Any rooms that are out of compliance will be fixed immediately. Education was provided, -Work will be completed by Jely 29th, 2024 4. -B&B Lock smith was out, and we will be having them repair/replace doors as needed. -n/a - Housekeeping and Maintenance will monitor this daily. Any rooms that are out of compliance will be fixed immediately. - We have a signed contract with completion date by 8/9/2024	
K 712 SS=F	Fire Drills CFR(s): NFPA 101	K 712		

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	205163	A. BUILDING 01 B. WING	06/11/2024

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K 712	Continued From page 14 Fire Drills Fire drills include the transmission of a fire alarm signal and simulation of emergency fire conditions. Fire drills are held at expected and unexpected times under varying conditions, at least quarterly on each shift. The staff is familiar with procedures and is aware that drills are part of established routine. Where drills are conducted between 9:00 PM and 6:00 AM, a coded announcement may be used instead of audible alarms. 19.7.1.4 through 19.7.1.7 This REQUIREMENT is not met as evidenced by: Based on documentation review and interview during the facility tour, the long-term care facility failed to hold fire drills under varying conditions, at least quarterly on each shift per NFPA 101, Life Safety Code, 2012 Edition, Section 19.7.1. Finding: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. In 2023 3rd shift only did one fire drill. This occurred in October during the 4th quarter. 2. In 2023 1st Shift had no drills in the 1st and 4th quarter. 3. In 2023, 2nd Shift had no drills in the 2nd and 4th quarter. 4. In 2024 there were no fire drills conducted in the first quarter for any shift.	K 712	1. -We have updated our fire drill log to account for 1 drill per quarter, per shift. This will result in having 12 drills per year. Please see attached drill schedule. - Drills will be conducted on all 4 communities. - Maintenace will maintain a fire drill log. - Work completed by June 26th, 2024 2. - We have updated our fire drill log to account for 1 drill per quarter, per shift. This will result in having 12 drills per year. Please see attached drill schedule. - Drills will be conducted on all 4 communities. - Maintenace will maintain a fire drill log. - Work Will be completed by June 26th, 2024 3. We have updated our fire drill log to account for 1 drill per quarter, per shift. This will result in having 12 drills per year. Please see attached drill schedule. - Drills will be conducted on all 4 communities. - Maintenace will maintain a fire drill log. - Work Will be completed by June 26th, 2024 4. - We have updated our fire drill log to account for 1 drill per quarter, per shift. This will result in having 12 drills per year. Please see attached drill schedule. - Drills will be conducted on all 4 communities. - Maintenace will maintain a fire drill log. - Work Will be completed by June 26th, 2024	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	205163	A. BUILDING 01 _____ B. WING _____	06/11/2024

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K 712	Continued From page 15 5. In the log for May 9th, 2024 at 06:50 the drill is written for 1st and 3rd shift. Please provide documentation showing which shifts participated in this quarterly drill. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 712	5. - This drill was performed when 3rd and 1st shift were both on duty. We are now aware that drills cannot be done like this. All future drills will be completed individually per shift. - Drills will be conducted on all 4 communities. - Maintenace will maintain a fire drill log. - Work Will be completed by June 26th, 2024	
K 761 SS=C	Maintenance, Inspection & Testing - Doors CFR(s): NFPA 101 Maintenance, Inspection & Testing - Doors Fire doors assemblies are inspected and tested annually in accordance with NFPA 80, Standard for Fire Doors and Other Opening Protectives. Non-rated doors, including corridor doors to patient rooms and smoke barrier doors, are routinely inspected as part of the facility maintenance program. Individuals performing the door inspections and testing possess knowledge, training or experience that demonstrates ability. Written records of inspection and testing are maintained and are available for review. 19.7.6, 8.3.3.1 (LSC) 5.2, 5.2.3 (2010 NFPA 80) This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour, the long-term care facility failed to maintain the fire door assemblies in accordance with NFPA 80, Standard for Fire Doors and Other Opening Protectives, 2010 edition, section 4.2, 4.3, 5.2.1, and 5.2.13.3 and NFPA 101, Life Safety Code, 2012 Edition, Sections 8.3.3.1, and 19.3.5.	K 761		

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	205163	A. BUILDING 01 RECEIVED B. WING JUL 11 2024	06/11/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
MID COAST SENIOR HEALTH CENTER	58 BARIBEAU DRIVE BY: BRUNSWICK, ME 04011

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K 761	Continued From page 16 Findings: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. The last time the fire doors had their annual inspection was between 05/30 and 06/08 in 2023. Please provide documentation for the 2024 annual fire door inspection with a plan for fixing the existing deficiencies from last year and this year. 2. Fire rated door labels and fire door frame labels were missing or painted over in the following locations. Please provide documentation that all fire rated doors and frames are labeled according to NFPA 80, chapter 4. a. the gym b. 1st floor by the boiler room c. Elevator machine room d. PT/OT corridor door e. Chase Home Health & Hospice stairwell door f. The door frame serving basement stairwell has 2 penetrations where self-closer was removed and screw holes were not filled 3. Blocking or wedging of doors in the open position shall be prohibited. Fire rated doors were wedged open in the following locations: a. maintenance tool room in the basement level b. Central supply in the basement level c. Kitchen paper storage d. kitchen food storage	K 761	1. -Code Red has been notified to come out and inspect and rate our doors. - N/A -Once certified Maintenance will ensure doors stay in compliance. - We have signed contract with completion date of 10-1-2024 2. -Code Red has been notified to come out and inspect and rate our doors. - N/A -Once certified Maintenance will ensure doors stay in compliance. - We have signed contract with completion date of 10-1-2024 3. - We have trained all staff and will make sure all contractors know that doors cannot be propped open. - N/A - Housekeeping and Maintenance will monitor this daily. Any areas out of compliance will be fixed immediately. - Work will be complete June 26th, 2024	

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K 761	Continued From page 17 The surveyor confirmed these findings with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 761		
K 909 SS=D	Gas and Vacuum Piped Systems - Information an CFR(s): NFPA 101 Gas and Vacuum Piped Systems - Information and Warning Signs Piping is labeled by stencil or adhesive markers identifying the gas or vacuum system, including the name of system or chemical symbol, color code (Table 5.1.11), and operating pressure if other than standard. Labels are at intervals not more than 20 feet, are in every room, at both sides of wall penetrations, and on every story traversed by riser. Piping is not painted. Shutoff valves are identified with the name or chemical symbol of the gas or vacuum system, room or area served, and caution to not use the valve except in emergency. 5.1.14.3, 5.1.11.1, 5.1.11.2, 5.2.11, 5.3.13.3, 5.3.11 (NFPA 99) This REQUIREMENT is not met as evidenced by: Based on observation, interview and documentation review during the facility tour, the long-term care facility failed to maintain the medical gas piping to be paint free per NFPA 99, Health Care Facilities Code, 2021 edition, section 5.1.11.1.5. Finding: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the	K 909		

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K 909	Continued From page 18 following: 1. Upon review of the Wm J . Frank medical gas inspection report dated 01/09/2024, the medical gas piping being painted is a deficeincy. Provide documentation that all medical gas piping is maintained to NFPA 99 code. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 909	1. - All painted pipes will be replaced by Sub Zero and inspected by Beacon Medaes. - All repairs that are required at certification will be completed. - After our annual inspection, Maintenance will make sure repairs are scheduled at contractors earliest available appointment. -Work will be completed by July 15th 2024	
K 918 SS=C	Electrical Systems - Essential Electric Syste CFR(s): NFPA 101 Electrical Systems - Essential Electric System Maintenance and Testing The generator or other alternate power source and associated equipment is capable of supplying service within 10 seconds. If the 10-second criterion is not met during the monthly test, a process shall be provided to annually confirm this capability for the life safety and critical branches. Maintenance and testing of the generator and transfer switches are performed in accordance with NFPA 110. Generator sets are inspected weekly, exercised under load 30 minutes 12 times a year in 20-40 day intervals, and exercised once every 36 months for 4 continuous hours. Scheduled test under load conditions include a complete simulated cold start and automatic or manual transfer of all EES loads, and are conducted by competent personnel. Maintenance and testing of stored energy power sources (Type 3 EES) are in accordance with NFPA 111. Main and feeder circuit breakers are inspected annually, and a program for periodically exercising the components is established according to	K 918		

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K 918	Continued From page 19 manufacturer requirements. Written records of maintenance and testing are maintained and readily available. EES electrical panels and circuits are marked, readily identifiable, and separate from normal power circuits. Minimizing the possibility of damage of the emergency power source is a design consideration for new installations. 6.4.4, 6.5.4, 6.6.4 (NFPA 99), NFPA 110, NFPA 111, 700.10 (NFPA 70) This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour, the long-term care facility failed to maintain theEssential Electric System Generator batteries per NFPA 110, Standard for Emergency and Standby Power Systems, 2010 edition, section 8.3.7. , and NFPA 99, Healthcare Facilities Code, 2012 edition, sections 6.4.4.1.1.3. Finding: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. The generator inspection reports do not show a voltage conductance test for sealed batteries or an electrolyte specific gravity reading. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 918	1. - Generator inspection form will have a Generator Voltage Conductance test collum put on it. -N/A - Maintenance will maintain this log. - Work completed June 26th, 2024	
K 919 SS=D	Electrical Equipment - Other CFR(s): NFPA 101 Electrical Equipment - Other	K 919		

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K 919	Continued From page 20 List in the REMARKS section any NFPA 99 Chapter 10, Electrical Equipment, requirements that are not addressed by the provided K-Tags, but are deficient. This information, along with the applicable Life Safety Code or NFPA standard citation, should be included on Form CMS-2567. Chapter 10 (NFPA 99) This REQUIREMENT is not met as evidenced by: Based on observation and interview, the long term care facility failed to comply with NFPA 99, Healthcare Facilities Code, 2012 sections 10.5.2.7, 10.5.3.1, & NFPA 101, Life Safety Code, 2012 Edition sections 19.5.1.1, 9.1.2, and NFPA 70, National Electrical Code, 2011 edition, Section 110.26. Findings: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. In Mere Point common area/living room, a wheelchair charging station are in the common area. Currently there is one charger plugged in not in use but staged under the electrical outlet. Batteries shall not be charged in any area open to any path of egress or exit corridors per manufacturer specifications. Batteries are required to be charged in a rated room not open to the corridor. The risk is the release of combustible and/or toxic gases. Batteries should also be charged with the guidelines set forth by the manufacture's recommendations. 2. The required three feet of accessible space to the electrical panel box is obstructed by a table in	K 919	1. - The charger was removed from the room. Staff will be trained of proper charging locations. Which will be a room, not open to the corridor, with a properly labeled self-closing fire door. - Wheel chairs will only be charged in proper locations. - Maintenance and Housekeeping will monitor areas to ensure we stay compliant. _ Work will be completed by July 29th, 2024 2. -Table was removed from the Chans Corridor. - Staff was made aware that electrical panels cannot be blocked. - Maintenance and Housekeeping will monitor areas to ensure we stay compliant. - All repairs will be completed July 1st, 2024.	

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

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K 919	Continued From page 21 the Chans wing. The surveyor confirmed these findings with the Facilities Director and Lead Maintenance Tech at the time of the observation.	K 919		

STATEMENT OF ISOLATED DEFICIENCIES WHICH CAUSE NO HARM WITH ONLY A POTENTIAL FOR MINIMAL HARM FOR SNFs AND NFs	PROVIDER # 205163	MULTIPLE CONSTRUCTION A. BUILDING: 01 B. WING	DATE SURVEY COMPLETE: 6/11/2024

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ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES
K 293	Exit Signage CFR(s): NFPA 101 Exit Signage 2012 EXISTING Exit and directional signs are displayed in accordance with 7.10 with continuous illumination also served by the emergency lighting system. 19.2.10.1 (Indicate N/A in one-story existing occupancies with less than 30 occupants where the line of exit travel is obvious.) This REQUIREMENT is not met as evidenced by: Based on observation, interview and documentation review during the facility tour, the long-term care facility failed to maintain the Chans corridor exit signs will provide constant illumination in the event of a power failure per NFPA 101, Life Safety Code, 2012 Edition, Section 19.2.10. Findings: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. There are five illuminated exit signs that did not remain illuminated when the test button was pressed. 2. No documentation could be produced showing the monthly and annual testing of illuminated exit signs and emergency lighting. The surveyor confirmed these findings with the Facilities Director and Lead Maintenance Tech at the time of the observation.
K 343	Fire Alarm System - Notification CFR(s): NFPA 101 Fire Alarm - Notification 2012 EXISTING Positive alarm sequence in accordance with 9.6.3.4 are permitted in buildings protected throughout by a sprinkler system. Occupant notification is provided automatically in accordance with 9.6.3 by audible and visual signals. In critical care areas, visual alarms are sufficient. The fire alarm system transmits the alarm automatically to notify emergency forces in the event of a fire. 19.3.4.3, 19.3.4.3.1, 19.3.4.3.2, 9.6.4, 9.7.1.1(1) This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour the long term care facility failed to maintain the Fire Alarm visual notification devices are unobstructed per NFPA 72, National Fire Alarm and Signaling

STATEMENT OF ISOLATED DEFICIENCIES WHICH CAUSE NO HARM WITH ONLY A POTENTIAL FOR MINIMAL HARM FOR SNFs AND NFs	PROVIDER # 205163	MULTIPLE CONSTRUCTION A. BUILDING: 01 B. WING	DATE SURVEY COMPLETE: 6/11/2024

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ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES
K 343	Continued From Page 1 code, 2010 Edition, Sections 14.3.1, 14.3.4, and NFPA 101, Life Safety Code, 2012 Edition, Section 9.6.3. Finding: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. A visual notification device for the fire alarm system becomes obstructed when the door is held open with the magnet at Bodwell Nurse's station. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.
K 351	Sprinkler System - Installation CFR(s): NFPA 101 Spinkler System - Installation 2012 EXISTING Nursing homes, and hospitals where required by construction type, are protected throughout by an approved automatic sprinkler system in accordance with NFPA 13, Standard for the Installation of Sprinkler Systems. In Type I and II construction, alternative protection measures are permitted to be substituted for sprinkler protection in specific areas where state or local regulations prohibit sprinklers. In hospitals, sprinklers are not required in clothes closets of patient sleeping rooms where the area of the closet does not exceed 6 square feet and sprinkler coverage covers the closet footprint as required by NFPA 13, Standard for Installation of Sprinkler Systems. 19.3.5.1, 19.3.5.2, 19.3.5.3, 19.3.5.4, 19.3.5.5, 19.4.2, 19.3.5.10, 9.7, 9.7.1.1(1) This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour, the long-term care facility failed to ensure complete sprinkler coverage per NFPA 101, Life Safety Code, 2012 Edition, Sections 9.7.1.1(1), and 19.3.5. Finding: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. No sprinkler head could be found in the walk in freezer. One was located in the cooler, but not the freezer.. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.

STATEMENT OF ISOLATED DEFICIENCIES WHICH CAUSE NO HARM WITH ONLY A POTENTIAL FOR MINIMAL HARM FOR SNFs AND NFs	PROVIDER # 205163	MULTIPLE CONSTRUCTION A. BUILDING: 01 B. WING	DATE SURVEY COMPLETE: 6/11/2024

RECEIVED
JUL 11 2024
BY:

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
MID COAST SENIOR HEALTH CENTER	58 BARIBEAU DRIVE BRUNSWICK, ME

ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES
K 355	Portable Fire Extinguishers CFR(s): NFPA 101 Portable Fire Extinguishers Portable fire extinguishers are selected, installed, inspected, and maintained in accordance with NFPA 10, Standard for Portable Fire Extinguishers. 18.3.5.12, 19.3.5.12, NFPA 10 This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour, the long term care facility failed to maintain the Class K fire extinguisher signage in accordance with NFPA 10 Standard for Portable Fire Extinguishers, 2010 edition, section 5.5.5.3 and NFPA 101, Life Safety Code, 2012 Edition, Section 19.3.5. Finding: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. A placard shall be conspicuously placed near the extinguisher that states that the fire protection system shall be activated prior to using the class K fire extinguisher. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.
K 374	Subdivision of Building Spaces - Smoke Barrie CFR(s): NFPA 101 Subdivision of Building Spaces - Smoke Barrier Doors 2012 EXISTING Doors in smoke barriers are 1-3/4-inch thick solid bonded wood-core doors or of construction that resists fire for 20 minutes. Nonrated protective plates of unlimited height are permitted. Doors are permitted to have fixed fire window assemblies per 8.5. Doors are self-closing or automatic-closing, do not require latching, and are not required to swing in the direction of egress travel. Door opening provides a minimum clear width of 32 inches for swinging or horizontal doors. 19.3.7.6, 19.3.7.8, 19.3.7.9 This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour, the long-term care facility failed to maintain the cross-corridor smoke barrier doors per NFPA 101, Life Safety Code, 2012 Edition, Section 19.3.7.8. Finding: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead

STATEMENT OF ISOLATED DEFICIENCIES WHICH CAUSE NO HARM WITH ONLY A POTENTIAL FOR MINIMAL HARM FOR SNFs AND NFs	PROVIDER # 205163	MULTIPLE CONSTRUCTION A. BUILDING: 01 B. WING	DATE SURVEY COMPLETE: 6/11/2024

RECEIVED
JUL 11 2024
BY:

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
MID COAST SENIOR HEALTH CENTER	58 BARIBEAU DRIVE BRUNSWICK, ME

ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES
K 374	Continued From Page 3 Maintenance Tech present, observed the following: 1. The 90-minute cross corridor smoke barrier doors are being dented and damaged by the coordinator at the top of the door frame. During testing of the doors the coordinator failed to allow the doors to properly close to resist the passage of smoke. The surveyor confirmed this finding with the Facilities Director and Lead Maintenance Tech at the time of the observation.
K 920	Electrical Equipment - Power Cords and Extens CFR(s): NFPA 101 Electrical Equipment - Power Cords and Extension Cords Power strips in a patient care vicinity are only used for components of movable patient-care-related electrical equipment (PCREE) assembles that have been assembled by qualified personnel and meet the conditions of 10.2.3.6. Power strips in the patient care vicinity may not be used for non-PCREE (e.g., personal electronics), except in long-term care resident rooms that do not use PCREE. Power strips for PCREE meet UL 1363A or UL 60601-1. Power strips for non-PCREE in the patient care rooms (outside of vicinity) meet UL 1363. In non-patient care rooms, power strips meet other UL standards. All power strips are used with general precautions. Extension cords are not used as a substitute for fixed wiring of a structure. Extension cords used temporarily are removed immediately upon completion of the purpose for which it was installed and meets the conditions of 10.2.4. 10.2.3.6 (NFPA 99), 10.2.4 (NFPA 99), 400-8 (NFPA 70), 590.3(D) (NFPA 70), TIA 12-5 This REQUIREMENT is not met as evidenced by: Based on observation and interview during the facility tour, the long-term care facility failed to maintain the prevention of extension cords being used as a substitute for fixed wiring of a structure per NFPA 70, National Electric Code, 2011 edition, section 400.8. Findings: On June 12th, 2024, between 9:30 AM and 4:00 PM, a surveyor, with the Facilities Director and Lead Maintenance Tech present, observed the following: 1. A treadmill in the gym area was plugged into an orange extension cord. 2. A power strip was mounted to the wall with the cord wrapped around the corridor facing part of the wall (spine) in the admin area. 3. Fish tank in egress corridor outside Mere Point and Bodwell has powerstrip mounted to tank stand. The surveyor confirmed these findings with the Facilities Director and Lead Maintenance Tech at the time of the observation.

CODE RED CONSULTANTS

T: (617) 500-7633 | E: INFO@CRCFIRE.COM
F: (617) 500-2074 | W: WWW.CRCFIRE.COM

15 TURNPIKE ROAD, SUITE 200
SOUTHBOROUGH, MA 01772

July 9, 2024

RECEIVED
JUL 11 2024
BY: _____

Jeffrey Darling
Mid Coast Senior Health
58 Baribeau Drive
Brunswick, ME 04011

RE: Mid Coast Senior Health LS Plans + FD Inspections – Brunswick, ME
Proposal to Provide Health Care Consulting Services

Dear Jeffrey:

Code Red Consultants, LLC (Consultant) has developed this proposal to provide Health Care Consulting services to Mid Coast Senior Health (Client) for the Life Safety Plan creation and fire door inspection project located in Brunswick, ME. The project consists of the creation of Life Safety Plans and the inspection of fire doors at the facility which consists of nursing home, assisted living, and memory care.

The scope of services in this proposal have been designed to achieve compliance with three key requirements that are enforced by Office of the Maine State Fire Marshal and the Centers for Medicare and Medicaid Services (CMS):

1. The Office of the Maine State Fire Marshal and CMS require that facilities maintain current and accurate drawings denoting features of fire safety and related square footage, including the following:
   a. Areas of the building that are fully sprinklered
   b. Locations of all hazardous storage areas
   c. Locations of all fire-rated barriers
   d. Locations of all smoke-rated barriers
   e. Sleeping and non-sleeping suite boundaries, including the size of the identified suites
   f. Locations of designated smoke compartments
   g. Locations of chutes and shafts
   h. Any approved equivalencies or waivers
2. NFPA 101 Section 8.3.3.1 requires annual fire door testing in accordance with NFPA 80 for all swinging fire doors.

CODE RED CONSULTANTS

July 3, 2024
Project # 242055

BASE SCOPE OF SERVICES

The specific scope of services to be provided under this agreement are as follows:

Professional Services

1. Conduct a non-destructive, visual survey of the building to document existing conditions as required for the development of the life safety drawings. This survey will consist of visual inspections only. No life safety deficiencies will be documented. It is assumed that a ladder will be provided by the Client and a clean work booth is not required as a single ceiling tile will be opened at a time for non-destructive inspections only. Additionally, it is assumed that all rooms and spaces will be available for inspection at the time of survey, and facility personnel will be available to escort the Consultants throughout the facility. Two consecutive days for two consultants are budgeted for this survey as well as Scope Item 3.

2. Develop life safety drawings for the hospital. The drawings will be prepared in AutoCAD format. These drawings will be utilized by the facility as the basis of accreditation and licensing inspections by CMS and state agencies. A draft and final set of plans for review by the Client are included. It is assumed and budgeted that printed plans will be mailed to the Consultant and the Consultant will scan and create digital copies of the plans. No changes to the architectural backgrounds will be made unless visual observation of outdated backgrounds are noted. The information contained on these drawings will be limited to that required by the aforementioned Authorities Having Jurisdiction, which includes the following:
   - Construction type
   - Occupancy/building separations
   - Smoke compartment location and sizes
   - Suite sizes and types
   - Hazardous areas
   - Fire/smoke rated walls and partitions
   - Number of exits
   - Travel distances
   - Extent of sprinkler coverage (if partially sprinkler protected)
   - Approved equivalencies/waivers

   The submittal will also include two (2) sets of full-size color prints and two (2) half size set of color prints to be mailed to the Client.

3. Inspect fire doors following the requirements of NFPA 80, including the inspection of all fire doors, frames, and associated hardware and assemblies as well as the functional testing of all fire doors. The fire doors inspected will include those located within 1-hour or 2-hour rated walls as indicated on the Life Safety Plans. Doors located in smoke barriers and other fire doors not required to be fire-resistance-rated as indicated on the Life Safety Plans will not be inspected. The functional testing of overhead coiling, horizontal sliding doors, or those otherwise activated by a fusible link will not be

conducted. Any deficiencies noted will be documented. If fire door identification labels do not currently exist, unique identification labels will be applied to the door during the inspections. If labels already exist, the numbering scheme for fire doors currently utilized by the hospital will be used for the inspections. It is our understanding that there are approximately 180 fire doors in the facility.

4. Issue a report documenting the results of our inspection and testing of the fire doors. The report will include fire door plans for the hospital. The plans will illustrate the location of all fire doors and will include a unique identifier which corresponds to the identification label located on the door. Each uniquely identified door label will also correspond with a Microsoft Excel spreadsheet database which includes the building, floor, door/frame rating, along with any deficiency description, code reference, and required corrective action.

Code Red Consultants, LLC commits to having all scope items completed by October 1, 2024.

OPTIONAL SCOPE OF SERVICES

1. If desired, provide up miscellaneous general consultation associated within the not-to-exceed limit associated with the life safety plans, fire door inspections, etc., including the following:
   - Participate in conference calls to review
   - Development of corrective actions for deficiencies
   - Provide miscellaneous code consulting correspondence

COMPENSATION

The Base Scope of Services will be performed for a firm fixed fee of $18,000, inclusive of expenses.

The Optional Scope of Services can be provided on an hourly basis with a not-to-exceed limit of $5,000. Our hourly rates for the project are as follows:

Title	Hourly Bill Rate
Vice President	$300/hr
Sr Project Manager / Sr Technical Advisor	$230 - $285/hr
Project Manager	$200 - $220/hr
Life Safety Consultant / Technician	$185 - $200/hr
Intern	$150/hr

CODE RED CONSULTANTS

RECEIVED
JUL 11 2024
BY:

July 3, 2024
Project #: 242055

ADDITIONAL SERVICES

The proposed fee for the project is limited to the Base Scope of Services outlined within the Proposal. The Base Scope of Services and associated fee are contingent on the project schedule and phasing included in the RFP or as otherwise indicated in this proposal. We reserve the right to request an additional service should the project schedule or phasing deviate by more than 120 days. Additional Services can be provided if requested under a separate agreement between the Consultant and the Client.

TERMS & CONDITIONS

The agreement between the Consultant and the Client includes the Consultant's Terms and Conditions, which are attached to this proposal and incorporated in their entirety. The Client acknowledges that it has received and reviewed the Consultant's Terms and Conditions and agrees to be bound thereby.

APPROVAL

The pricing in this proposal remains valid for a period of 60 days. You may indicate your acceptance by signing a copy and returning it to us as authorization to proceed.

Sincerely,
CodeRed Consultants, LLC

Zach Blanchard, PE

Approved by:

Mid Coast Senior Health

Name: [signature] CFO

Date: 7/3/2024

CODE RED CONSULTANTS LLC TERMS AND CONDITIONS

1. It is understood and agreed that these terms and conditions, together with the proposal by Code Red Consultants LLC ("CONSULTANT"), form the complete agreement between CONSULTANT and CLIENT for the specified scope of services (the "Services"). Terms set forth in other documents, including for example, a prime agreement, purchase order, requisition, or other notice or authorization to proceed, are excluded, except when specifically provided for in full on the face of such document and accepted in writing by CONSULTANT. CONSULTANT's acknowledgement of receipt or performance of services subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein. If terms and conditions contained herein and in the proposal by CONSULTANT are inconsistent with terms and conditions contained in other documents, the terms and conditions shall be interpreted according to the following order of precedence: (i) proposal; (ii) terms and conditions; (iii) other documents.

2. **CLIENT Information.** CLIENT shall furnish to CONSULTANT all drawings, including as-built fire protection system, architectural, structural, mechanical, electrical, and fixture plans, surveys, tests and other information pertaining to the design of the project. CLIENT understands and acknowledges that CONSULTANT relies on the completeness and accuracy of information supplied by CLIENT in order to perform the Services.

3. **Access.** CLIENT shall arrange for and make all provisions for CONSULTANT and its agents to enter and access the project site(s), and any and all premises reasonably necessary for the provision of the Services.

4. **Standard of Care.** CONSULTANT will provide the Services in accordance with generally accepted professional practice consistent with the degree of skill and care ordinarily exercised by design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances. CONSULTANT makes no warranty or guarantee, express or implied, regarding the Services. CONSULTANT shall not be responsible for any construction means, methods, techniques, sequences or procedures. CONSULTANT shall not be responsible for the acts or omissions of CLIENT, CLIENT's other consultants, architects, engineers, contractors, subcontractors, their agents or employees, or other persons performing work or providing services. Notwithstanding, CONSULTANT will notify CLIENT if CONSULTANT becomes aware of errors, omissions or inconsistencies in the services or information provided by CLIENT or other consultants.

5. **CFSP Services.** If the Services include NFPA 241 deliverables, including Construction · Fire Safety Programming ("CFSP"), CLIENT agrees that CONSULTANT shall not have any control over, charge of, or responsibility for the means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the implementation and enforcement of the CFSP. As a result, except for personal injuries or property damage caused by CONSULTANT's employees while performing services on the project site, CLIENT, its employees, agents, subcontractors, and insurers, forever waive and release CONSULTANT from claims, damages, losses and expenses arising out of or resulting from the implementation and enforcement of the CFSP. CLIENT, as the responsible party under NFPA 241 for the implementation and enforcement of the CFSP, shall indemnify and hold harmless CONSULTANT from and against claims, damages, losses and expenses arising out of or resulting from the implementation and enforcement of the CFSP.

6. **Payment.** Payment in full of each invoice is due thirty (30) days following the date of the invoice. In the event payment is not made when due, collection fees shall be assessed, including reasonable attorney's fees and interest accrued at 1.5% per month.

7. **Insurance.** CONSULTANT will maintain the following insurance for the duration of this agreement: (1) general liability ($1 million each occurrence/$2 million aggregate); (2) automobile liability ($1 million combined single limit); (3) umbrella liability ($7 million each occurrence/aggregate); (4) workers compensation (per statutory limits); and (5) professional liability ($5 million per claim/aggregate). CONSULTANT will furnish a certificate of insurance upon request. If requested by CLIENT, CONSULTANT will purchase additional insurance, beyond that which it normally carries, at CLIENT's expense.

8. **Waiver of Subrogation.** CONSULTANT and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by any property or other insurance in effect whether during or after the project. CONSULTANT and CLIENT shall each require similar waivers from their contractors, consultants and agents.

9. **Indemnification.** CONSULTANT will indemnify and hold CLIENT and CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of CONSULTANT, its employees and its consultants in the performance of professional Services under this agreement. CLIENT shall indemnify and hold CONSULTANT and CONSULTANT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of CLIENT, its employees, agents, contractors, subcontractors, and any other party for whom the CLIENT is responsible.

10. **Hazardous Materials.** CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. Accordingly, CLIENT agrees to assert no claims against CONSULTANT, its principals, agents, employees

and consultants. If such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of CONSULTANT or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site. CLIENT shall defend, indemnify and hold harmless CONSULTANT, its principals, agents, employees, and consultants and each of them, from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by CLIENT or any other person or entity. CONSULTANT shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of the Services caused by or arising out of the discovery of hazardous substances or pollutants at the project site. Notwithstanding, CONSULTANT agrees that it will promptly notify CLIENT if it becomes aware of the existence of such hazardous materials or toxic substances.

11. **Termination/Suspension.** Either party may terminate this agreement for convenience on written notice of at least thirty (30) days. In the event CLIENT exercises this provision, CONSULTANT shall be paid for all Services rendered up to and including the date of termination, as well as reasonable termination expenses. Either party may terminate this agreement at any time for cause in the event the other party fails to substantially perform its obligations under this agreement. In the event CLIENT exercises this provision, CONSULTANT shall be paid for all Services rendered up to and including the date of termination. If the Services are suspended for a period of more than sixty (60) days, CONSULTANT shall be entitled to an equitable adjustment of its fees. No deductions shall be made from the CONSULTANT's compensation on account of any penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the project.

12. **Documents.** Nothing contained in this agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against either CONSULTANT or CLIENT. The Services are personal in nature, being performed solely for the benefit of CLIENT, and no other entity shall have any claim against CONSULTANT because of this agreement or CONSULTANT's performance of services hereunder. Drawings, calculations and specifications as instruments of service are and shall remain at all times the exclusive property of CONSULTANT, whether the project for which they are made is executed or not. CONSULTANT shall retain all common law, statutory and other reserved rights, including copyrights. CONSULTANT grants to CLIENT a non-exclusive license to use CONSULTANT's instruments of service solely and exclusively for the stated project. The instruments of service are not to be used by CLIENT, owner, or any other party for other projects or extensions to the stated project, except by written agreement with appropriate compensation to CONSULTANT. In the event CLIENT uses the instruments of service for any purpose other than this intended purpose, without retaining CONSULTANT's prior written agreement, CLIENT releases CONSULTANT from all claims arising from such uses, and CLIENT shall indemnify and hold CONSULTANT harmless of and from all resulting damages.

13. **Disputes.** In the event of any dispute, claim, question or controversy arising out of this agreement, its performance, interpretation and/or breach, the same shall be resolved by arbitration, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

14. **Limitation of Liability.** CLIENT hereby agrees that to the fullest extent permitted by law CONSULTANT's total liability to CLIENT for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum paid on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of claims under the terms and conditions of CONSULTANT's insurance policies applicable thereto. If no insurance proceeds are paid with respect to a claim, then CONSULTANT's total liability to CLIENT for any and all such uninsured CLIENT's claims shall not exceed the total compensation paid to CONSULTANT under this agreement.

15. **Waiver of Consequential Damages.** CONSULTANT and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement, including but not limited to, liability for loss of profits, loss of use of property, delays, or other special, indirect, consequential, punitive, exemplary or multiple damages.

16. **Non-Solicitation.** During the term of the agreement and for one year thereafter, CLIENT shall not directly or indirectly solicit any of CONSULTANT'S employees for potential employment without the express written consent of CONSULTANT.

17. **Miscellaneous.** This agreement shall be governed by the law of the state or jurisdiction where the project is located. Any dispute or claim proceedings shall take place in the state or jurisdiction where the project is located. Any change or modification to these terms shall be in writing and signed by both parties. The Services are personal in nature, and neither party may assign or transfer this agreement or any rights hereunder without the express written consent of the other party. If any provision of this agreement shall be determined to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The covenants and agreements contained herein shall apply to, inure to the benefit of and be binding upon the parties and upon their respective successors and assigns.

Kamco SUPPLY CORP of Boston

Phone: (781) 938-0909

SALES ORDER

Page: 1
Sales Order Number: SO-651943
Sales Order Date: 7/1/2024

COPY

Sold
To: OTC-Maine Cash
JIM
344 Riverside St
Portland, ME 04103

Job Name: 90 MINUTE FR WOOD DOORS

Ship
To: OTC-Maine Cash
344 Riverside St
Portland, ME 04103
Phone: 207-874-9331

RECEIVED
JUL 11 2024
BY:

Ship Via	CUSTOMER PICK-UP	Customer ID	MAINCA
Ship. Agent Service		P.O. Number	90 MINUTE FR WOOD DOORS
Ship Date	7/12/2024	SalesPerson	Jon Rinaldi
Contract No.		Phone No.	207-835-8158
		Email	mrinaldi@kamcoboston.com

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SHOPWD	WD 3070 1 3/4 5-MC90-ME RC White Birch RHR: 90FR DOOR #1	Each	1		
SHOPWD	WD 3070 1 3/4 5-MC90-ME RC White Birch RH: 90FR DOOR #2	Each	1		
	Delivery/Fuel Charges If Necessary		1		

Amount Subject to Sales Tax
Amount Exempt from Sales Tax

Subtotal:
Total Sales Tax:
Total:
Received:
Remainings:

The above prices are quoted subject to acceptance within 60 days and credit approval by an officer of our company. State and local taxes are not included unless specifically noted. Material will be billed proportionately as shipped. Full amount of invoice due when rendered - retainage not acceptable. On shipments made by common carrier consigned to the customer, all claims for damage in transit must by filed by consignee. We do not include cost of unloading, storage or protection of material at jobsite.

MINIMUM 15% HANDLING CHARGE ON STOCK ITEM RETURNS
PIECES, BAG GOODS, WOOD DOORS, ELECTRIFIED HARDWARE AND NON-STOCK ITEMS ARE NON-RETURNABLE.
A SERVICE CHARGE OF 1 1/2% WILL BE APPLIED TO ALL PAST DUE INVOICES
MATERIAL STORED BY KAMCO LONGER THAN 30 DAYS IS SUBJECT TO A 5% PER MONTH STORAGE & HANDLING FEE
FULL KAMCO POLICIES CAN BE FOUND AT https://www.kamcoboston.com/Policies

B&B Locksmiths
15 Patricia Dr.
Topsham, ME 04086
07/02/2024

To whom it may concern:

This agreement is between Mid Coast Senior Health Center and B&B Locksmiths. This agreement is to have Jim Hoover of B&B Locksmiths to order, supply and install two fire rated doors. The two new doors will replace the existing doors located in the employee break room and the storage room in the kitchen. Both doors are wooden 90-minute fire rated doors with three hinge pockets and one single cylindrical lock bore. The closing mechanism will be either spring hinges or door closers. The doors were ordered 7/2/2024 with no confirmed delivery date at this time. It is my best estimate the installation will be completed by August 9th 2024. I take no responsibility for delay from either door supplier or unforeseen circumstances.

B &B Locksmiths
Jim Hoover
207-751-9488

Facilities Director - MCSHC
Jeff Darling

BEACONMEDÆS®

RECEIVED
JUL 11 2024
BY:_____

Tom Hill
BeaconMedaes, LLC
2101 Dover Road
Epsom NH 03234
tom.hill@beaconmedaes.com
603-470-6934

July 9, 2024

Jeff Darling
Mid Coast Senior Health Center
58 Baribeau Drive
Brunswick ME 04011

RE: Removal of Painted Oxygen Piping

Dear Jeff,

BeaconMedaes will be on site to remove painted oxygen piping in two locations, on **July 15, 2024.**
The new piping will be installed by SubZero Gas Services and tested by BeaconMedaes.

Best Regards,

TMH

Tom Hill
Regional Service Manager

Accepted by: _____ Date: 7-10-24

MANUAL DEBRIEF FORM

DATE 7-10-2024

Johnson Controls

ACTIVITY REF #	ACTIVITY DESCRIPTION
	REPLACE / OKAY

ACTIVITY TYPE		ACTIVITY PERFORMED	
BREAK/FIX	✓ INSPECTION	ON-SITE	OFF-SITE

ACTIVITY STATUS		INCOMPLETE REASON CODE
✓ COMPLETE	INCOMPLETE	

PROBLEM CODE	RESOLUTION CODES

BRANCH ADDRESS
30 Thomas Drive
Westbrook, ME 04092
P. 207-842-5440

RECEIVED
JUL 11 2024
BY:

LICENSE #

EMPLOYEE NAME: TRAVIS WOODS
GLOBAL ID:

CUSTOMER NAME: MID COAST SENIOR HEALTH
ADDRESS (WORKSITE):
ADDRESS (SECOND LINE):
CITY | STATE | ZIP CODE
POINT OF CONTACT NAME
PHONE NUMBER | EMAIL ADDRESS

SAFETY CHECK: ✓ PASS | FAIL
REMARKS

INSPECTION TYPE: 2ND WEEK
INSPECTION ID
DEFICIENCIES: TOTAL # | # FOUND | # QUOTED
REMARKS

EN ROUTE TIME	START TIME	END TIME	TOTAL DURATION
1:00	2:00	3:00	2 HRS
LABOR - STD	LABOR - OT	LABOR - DT	TOTAL LABOR
STD BILLING CODE	OT BILLING CODE	DT BILLING CODE	

DEBRIEF COMMENTS

1) REPLACED SPRINKLER HEAD IN BODWELL NURSES STATION.
2) CHECKED AND OKAY ESCUTCHION IN ~~NURSES~~ ADMIN. STATION CLOSET.
3) HYDRAULIC DATA PLATE ON SYSTEM CORRECT.

PARTS — *C = CONSUMED, O = ORDER, UI = UNIT OF ISSUE

PART #	PART NAME / DESCRIPTION	BILLING CODE	UNIT PRICE	STATUS *	QTY	UI *	TOTAL PRICE
				C O			
				C O			
				C O			
				C O			
				C O			
				C O			
				C O			
				C O			

EXPENSES

TYPE	DESCRIPTION / ADDITIONAL COMMENTS	BILLING CODE	UNIT PRICE	QTY	TOTAL PRICE

CUSTOMER PURCHASE ORDER	SYSTEM TYPE	LOCATION	TOTAL

IMPORTANT NOTICE TO CUSTOMERS

Customer acknowledges and agrees to the terms and conditions on the reverse side of this Service Request, agrees that the services have been completed to Customer's satisfaction and that the system is in good working order and repair, unless services performed were of a temporary nature, in which case Customer acknowledges that part of the customer's system may have been by passed or is otherwise inoperable until service can be completed. **CUSTOMER'S ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE REVERSE SIDE.**

CUSTOMER ACCEPTANCE

CUSTOMER NAME: Jeffrey.Darling@Mainehealth.org
EMAIL ADDRESS:

JOHNSON CONTROLS REPRESENTATIVE

REPRESENTATIVE NAME: TRAVIS WOODS

SG0793 1/21

CUSTOMER COPY

TERMS AND CONDITIONS

1. Limitation of Liability; Limitations of Remedy. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Service Request and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury, and Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages which may proximately result from failure on the part of Company to perform any of its obligations under this Service Request. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or services in any respect, Company's liability shall be limited to an amount equal to the Service Request price (as increased by the price of any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Service Request covers multiple sites, Company's liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF SYSTEMS OR EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE OR LOST PROFITS. The limitations of liability set forth herein shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

2. Limited Warranty. Company warrants that it will perform the services in a good and workmanlike manner, and materials furnished under this Service Request will be free from defects for a period of ninety (90) days from the date of furnishing. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. Except as expressly set forth herein, Company disclaims all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose with respect to the services performed and the products, systems or equipment supported hereunder.

3. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses, including reasonable attorneys fees, arising from any and all third-party claims for personal injury, death, property damage or economic loss resulting from any act or omission of Customer or Company, including without limitation damages resulting from exposure of workers to Hazardous Conditions, whether or not Customer pre-notifies Company of the existence of said Hazardous Conditions, and whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

4. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to Company's work on this Service Request, to the best of Customer's knowledge there is no: (a) "permit confined space" as defined by the Occupational Safety and Health Administration ("OSHA"); (b) risk of infectious disease; (c) need for air monitoring, respiratory protection, or other medical risk; or (d) asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Service Request. All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform services in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency. Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Service Request does not provide for the cost of capture, containment or disposal of any hazardous waste materials or hazardous materials encountered during performance of the services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

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JUL 11 2024.
BY:

5. Equipment Disconnections. This represents Company's notice to you that the systems/equipment/devices listed on the face of this Service Request as temporarily or permanently disconnected are no longer in service and, thus, cannot detect, perform and/or report occurrences or transmit signals. During any period of impairment, in the event of any occurrence which the fire protection system was designed to detect or avert. Customer agrees to defend, indemnify and hold Company harmless from any and all claims arising out of or related to or resulting from that occurrence, including any claims arising out of the impaired condition of the system and/or the cause of such impairment.

6. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

7. Limitation on Actions. It is agreed that no suit, or cause of action or other proceeding shall be brought by Customer more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, Agreement, or any other legal theory.

8. General. Unless otherwise specified, work shall be done between the hours of 8:00 AM and 5:00 PM local time, exclusive of Saturdays, Sundays and Company holidays. All work is subject to review and rebilling in accordance with the terms and conditions of Customer's agreement/contract with Company, if one is in effect. Company shall not be responsible for failure to render services due to causes beyond its reasonable control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, fire or any other cause beyond the control of Company. Customer is aware that the Limitation of Liability and other provisions set forth in any existing agreement/contract, if one is in effect, or set forth above, apply to services performed and materials supplied. The terms of this Service Request shall govern notwithstanding any inconsistent or additional terms and conditions in any purchase order or other document submitted by Customer.

Cummings, Joanne

From: Darling, Jeffrey A <Jeffrey.Darling@mainehealth.org>
Sent: Thursday, July 11, 2024 10:52 AM
To: FMO Healthcare
Cc: Watson, Kim
Subject: POC for MidCoast Senior Health
Attachments: 7-11-24 Revised Fire Marshal Report.pdf

Thank you

Jeffrey Darling
Director of Facility & Food Service Operations
Mid Coast Senior Health, Facilities
58 Baribeau Drive
Brunswick, ME 04011
(207) 373-3637 | Jeffrey.darling@mainehealth.org

State of Maine
Department of Public Safety
Office of Fire Marshal
45 Commerce Drive, Suite 1
Augusta, ME 04330

JANET T. MILLS
GOVERNOR

MICHAEL SAUSCHUCK
COMMISIONER

RICHARD MCCARTHY
STATE FIRE MARSHAL

June 17, 2024

Mid Coast Senior Health Center
Attn: Kim Watson, Administrator
58 Baribeau Drive
Brunswick, ME 04011

Provider ID#: 205163
Facility ID#: 0515
Event ID#: 9E1P21

Administrator Watson,

On **June 11, 2024**, the Office of the Fire Marshal conducted a Life Safety Code and Emergency Preparedness survey to determine if your facility complies with Federal participation requirements for nursing facilities in the Medicare and/or Medicaid program (In which you will be receiving a Form CMS-2567 for Life Safety Code and Emergency Preparedness). Your facility was found not to be in substantial compliance with the participation requirements for Life Safety Code only.

The Federal regulatory requirements referenced in this letter are found in Title 42, Code of Federal Regulations (CFR) and in the National Fire Protection Association (NFPA)101 Life Safety Code Standard, 2012 Edition.

PLAN OF CORRECTION

Attached is Form CMS-2567 "Statement of Deficiencies" which enumerates the deficiencies found as a result of the survey. A Plan of Correction (POC) must be submitted by the **tenth (10th) calendar day** from your receipt of this letter. **Please note that a POC is not needed for isolated deficiencies which cause no harm (S/S of A).** Your POC must contain the following:

- What corrective action(s) will be accomplished for those residents found to have been affected by the deficient practice;
- How you will identify other residents having the potential to be affected by the same deficient practice and what corrective action will be taken;

- Indicate how the facility plans to monitor its performance to make sure that solutions are sustained. The facility must develop a plan for ensuring that correction is achieved and sustained. This plan must be implemented, and the corrective action evaluated for its effectiveness. The plan of correction is integrated into the quality assurance system;

- **Include dates when corrective action will be completed**. The corrective action completion dates must be acceptable to the State. If the plan of correction is unacceptable for any reason, the State will notify the facility;

- Include documentation to support a waiver request (if appropriate).

You are required to record your plan of correction in the appropriate column on the enclosed Form(s) CMS-2567. **Sign, date, and indicate your title in the blocks provided on page one.** Email the forms(s) with the POC to: FMOHealthcare@maine.gov.

Remedies will be recommended for imposition by the Centers for Medicare & Medicaid Services (CMS) Regional Office if your facility has failed to achieve substantial compliance by **July 29, 2024,** (Opportunity to Correct). Informal dispute resolution for the cited deficiencies will not delay the imposition of the recommended enforcement actions. A change in the seriousness of the noncompliance may result in a change in the remedy selected. When this occurs, you will be advised of any change in remedy.

RECOMMENDED REMEDIES

Based on the deficiencies cited during the Life Safety Code and Emergency Preparedness Survey of **June 11, 2024**, we are recommending to CMS the imposition of the following remedy(ies):

A Civil Monetary Penalty per day to be determined by CMS.

Directed Plan of Correction (DPOC) effective immediately. The State Agency directs the plan of correction noted on the attached CMS-2567 for deficiencies K133(SS=F), K211(SS=D), K222(SS=D), K293(SS=A), K311(SS=D), K321(SS=F), K324(SS=D), K343(SS=A), K351(SS=A), K353(SS=D), K355(SS=A), K363(SS=D), K374(SS=A), K712(SS=F), K761(SS=C), K909(SS=D), K918(SS=C), K919(SS=D) & K920(SS=A) (Tags). [42 CFR 488.424]

If you do not achieve substantial compliance by **September 12, 2024,** the CMS Regional Office or State Medicaid Agency must deny payments for new (Medicare/Medicaid) admissions. In addition, we may recommend that **termination of your provider agreement be effective on December 12, 2024,** if substantial compliance is not achieved by that time. [42 CFR 488.456]. **Please note that this notice does not constitute formal notice of imposition of alternative remedies or termination of your provider agreement. Should the Centers for Medicare & Medicaid Services determine that termination or any other remedy is warranted, it will provide you with a separate formal notification of that determination.**

ALLEGATION OF COMPLIANCE

The Plan of Correction will serve as your allegation of compliance until substantiated by a revisit or other means. If upon revisit your facility has not achieved substantial compliance, recommended remedies may be imposed as determined by the CMS Regional Office and continue until substantial compliance is achieved. Additionally, CMS Regional Office may impose revised/additional remedies, if appropriate.

INFORMAL DISPUTE RESOLUTION

In accordance with 42 Code of Federal Regulations §488.331, you have one opportunity to question cited deficiencies through an IDR process. You may also contest scope and severity assessments for deficiencies, which may have resulted in a finding of substandard quality of care (SQC) or immediate jeopardy. To be given such an opportunity, you are required to send your written request, along with the specific deficiencies (or why you are disputing the scope and severity assessments of deficiencies which have been found to constitute SQC or immediate jeopardy) to **Asst. Fire Marshal Gregory J. Day** at the address below. This request must be sent during the same 10 calendar days you have for submitting a POC for the cited deficiencies. An incomplete IDR process will not delay the effective date of any enforcement action. IDR in no way is to be construed as a formal evidentiary hearing. It is an informal administrative process to discuss deficiencies. If counsel will accompany you, you must indicate this in your request for IDR so that we may also have counsel present.

Please email back the plan of correction to: FMOHealthcare@maine.gov.

If you have any questions, please contact me at (207) 441-0622.

Yours for Better Fire Prevention,

Gregory J. Day
Assistant State Fire Marshal