

Aug. 10, 2023 10:31AM firemarshall.me state
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 CENTERS FOR MEDICARE & MEDICAID SERVICES

RECEIVED

Mo. 2759 RINP. 6/7/10/2023
 FORM APPROVED
 OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205067	(X2) MULTIPLE CONSTRUCTION A. BUILDING 01 BY: _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 08/09/2023
NAME OF PROVIDER OR SUPPLIER COVE'S EDGE			STREET ADDRESS, CITY, STATE, ZIP CODE 28 SCHOONER STREET DAMARISCOTTA, ME 04543		
(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: 08/09/23 Cove's Edge, a long-term care facility is in substantial compliance with 42 Code of Federal Regulations Part 483.73, Requirement for Long Term Care Facilities.	E 000			
K 000	INITIAL COMMENTS Federal Recertification Survey Survey Date: 08-09-2023 Cove's Edge, 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 not in substantial compliance.	K 000			
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. 18.2.1, 19.2.1, 7.1.10.1 This REQUIREMENT is not met as evidenced by: Based on observations, the long-term care facility failed to maintain all exterior exit discharge paths to the public way clear of obstructions and an adequate walking surface per NFPA 101, Life Safety Code, 2012 Edition, Sections 7.1.6, and 7.1.10.1	K 211			

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Cheryl Bobbelstyn

Administrator

8/21/23

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.

Aug. 10. 2023 10:32AM firemarshalle state
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

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AUG 21 2023

2759 PRIN. 7/7/10/2023
FORM APPROVED
OMB NO. 0938-0391

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 205067	(X2) MULTIPLE CONSTRUCTION A. BUILDING 0 BY: _____ B. WING _____		(X3) DATE SURVEY COMPLETED C 08/09/2023
NAME OF PROVIDER OR SUPPLIER COVE'S EDGE			STREET ADDRESS, CITY, STATE, ZIP CODE 26 SCHOONER STREET DAMARISCOTTA, ME 04543		
(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
K 211	Continued From page 1 Finding: On August 9, 2023, between 9:45 AM and 12:00 PM, a surveyor, with the Administrator, Maintenance Mechanic, Senior Facilities Manager and Director of Operations present, observed the following: 1. The courtyard exterior exit discharge paths to the public way has pavement that is excessively cracking, uneven and has ridges greater than 1/4 inch in height. The surveyor confirmed this finding with the Administrator, Maintenance Mechanic II, Senior Facilities Manager, and Director of Operations at the time of the observation.	K 211	K 211- The courtyard exterior walkway has been identified as having many cracks and uneven areas. We have contracted with a local contractor (Hagar Enterprises) to remove theses areas, properly shim and compact the base area and repave with 3" of fresh pavement making these areas compliant with NFPA 101 safety code 2012, edition sections 7.1.6 and 7.1.10.1. This work is expected to be completed by: Due to the workload of the contractor, they have advised that the work will be completed on/ or before November 30, 2023		

Aug. 10, 2023 10:30 AM

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No. 2759 P. 5/7 ^{ATT} FORM

STATEMENT OF ISOLATED DEFICIENCIES WHICH CAUSE NO HARM WITH ONLY A POTENTIAL FOR MINIMAL HARM FOR SNFs AND NFs		PROVIDER # 205067	MULTIPLE CONSTRUCTION A. BUILDING: 01 B. WING: _____	DATE SURVEY COMPLETE: 8/9/2023
NAME OF PROVIDER OR SUPPLIER COVE'S EDGE		STREET ADDRESS, CITY, STATE, ZIP CODE 26 SCHOONER STREET DAMARISCOTTA, ME		
ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES			
K 321	Hazardous Areas - Enclosure CFR(s): NFPA 101 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 observations, the long-term care facility failed to maintain all Hazard areas with the required fire resistive separation per NFPA 101, Life Safety Code, 2012 Edition, Section 19.3.2.1.3. Finding: On August 9, 2023, between 9:45 AM and 12:00 PM, a surveyor, with the Administrator, Maintenance Mechanic II, Senior Facilities Manager, and Director of Operations present, observed the following: 1. The small rehab gym is being used as temporary storage and the door closer has been removed. The door to the 192 square foot storage room shall self-close and positively latch. The surveyor confirmed this finding with the Administrator, Maintenance Mechanic II, Senior Facilities Manager, and Director of Operations at the time of the observation.			

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

The above isolated deficiencies pose no actual harm to the residents

Tel: 207-563-8588



Fax: 207-563-8468

54 Biscay Rd, Damariscotta ME 04543

August 20, 2023

State Fire Marshals Office
C/O Ronald Peaslee
52 State House Station
Augusta ME 04333

RECEIVED
AUG 21 2023
BY: _____

Re: Facility ID#1502 Event ID#J34Z21

Mr. Peaslee,

I have been in contact with the facilities director (Neil Genthner) in reference to some repairs of the walkways in the rear courtyard at Coves Edge in Damariscotta. He and I had had several conversations about the corrections that were needed, and I was the one that instructed him on the November date due to our current workload and the fact that the weather has been less than conducive to staying on any type of schedule.

I understand that the date provided is over the 90 days that you would like to see, and I can assure you that we will get to the work just as soon as possible. We have an expressed agreement with not only Coves Edge, but with the entire Maine Health Campus, including all of the buildings and infrastructure on the Lincoln Health Campus. We are the emergency contact for all issues surrounding anything earthwork / paving / utilities and we are routinely called to help with items just like this. As I indicated we have working agreement with them in which staff at any of these facilities can call and request items. We also work with them to schedule and plan projects on their capital plans and provide consultation of constructability and logistics. We have performed this service for years and have never put anything in a formal written document. I am going to attach our standard contract that we use to comply with your requests, however upon your review I am sure that you will notice that many of the points contained within the document don't really pertain to them (Coves Edge / Lincoln Health) in this commercial nature. None the less I wanted to get something to you so that you are satisfied, that Neil has reached out, we have acknowledged his request and I have it on our work list.

The scope of work will be to remove the existing walkways, remove the sub-base material to a depth that will support the new pavement and replace the material with approved aggregate. New pavement will be installed, and the walkways will be widened to a width of 5 feet. I don't anticipate that this work will take more than a few days once we are able to start. We will ensure that access to the area is ramped, and folks are able to move freely across the site in the event that we are not able to fully finish the work in one day.

I hope that this letter helps clarify any issues / concerns that you may have and please feel free to reach out to me at any time for further questions. If we have any breaks in our schedule and I can get to this job faster, I will put it as a priority just as I do for all of the facilities located on their campus, as we are aware of the life safety issues that are attached to these requests.

Respectfully,

Seth Hagar

WWW.HAGARENTERPRISES.COM



RECEIVED
AUG 21 2023

54 Biscay Road
Damariscotta, Me 04543
Phone: 207-563-8588
FAX: 207-563-8468

BY: _____

Contract Agreement:

Hagar Enterprises Inc., (hereinafter "contractor") attaches the following sheets as bid specifications and price quotes for work to be conducted as described and for terms set in the quote. All agreements shall be contingent upon strikes, unavoidable accidents or delays beyond the contractor's control. This quote shall only be considered for the property identified within the spec sheet and shall not be valid for any property not directly referenced within the contents of the specification sheets.

Unless otherwise specified in writing, ½ of the estimate will be due prior to commencement of the work and the balance due upon completion. Time will be of the essence throughout this agreement. Under no circumstances will the contractor assume any liability or responsibility for damage to any sub-surface or underground pipes, wires, or property of any kind. Any alteration or deviation from the attached spec sheets including extra costs will be an extra charge over and above the estimate. The owner shall indemnify and hold harmless the contractor from any and all claims, suits, demands and/or expenses associated with property line disputes, environmental zoning and land use laws and regulations concerning the property upon which services are being performed.

In regards to finish paving if the owner / representative requests work to be completed after October 1 of the given year, the owner / representative accepts that there may be blemishes, inconsistencies, noticeable difference in texture of the surface of the material. These imperfections are a result of cool temperatures and the contractor will not be held responsible for the repair, modification, or alterations of such marks. In addition if the owner / representative wish to have the finish done in the spring of the following year, the price that is quoted will not be valid due to market price from one season to the next.

In addition to this contract the owner / representative acknowledges that they have received the additional literature relative to difference in appearances, asphalt mix design, temperatures and other technical information. Any attachment that comes in the proposal packet to further illustrate, clarify or identify the scope of the work shall be considered part of the project and be part of this contract.

The owner / representative accepts all responsibility of any defects if it is mandated that finish work be completed after October 1. In the event that a contract with the contractor was signed prior to September 15 of the given year and the contractor is unable to finish the work before October 1 of the given year the contract price will be held if the owner / representative requests that the finish work be held off due to the time of year.

Specialty work (StreetPrint, Duratherm) that is temperature sensitive will not be performed after October 1 of any given year. If by mandate or direction of the owner / representative that this type of work be done / completed than the contractor will not be held responsible for failure of any component of the process.

"Matching Quality with Experience"

Any applicable state taxes may not be added to the estimate and are in addition to the estimate if not included. State of Maine sales tax applies to different products as they are installed in different applications and are subject to tax being assessed on these individual items and not on the entire estimate. Any tax exempt agencies / organizations must provide either proof of the tax exempt status or a copy of the tax exempt certificate prior to work commencing.

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AUG 21 2023

BY: _____

Indemnification: To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Architect and Architect's consultants (if any), and Contractors agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work by the Subcontractor, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself), Caused by the negligent acts or omissions or other legal fault of the Subcontractor or anyone directly or indirectly employed by the subcontractor, or anyone for whose acts the Subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

These indemnification obligations shall apply, with limitation, to all involving injured employees of the Subcontractor or any suppliers or subcontractor of any tier with respect to the work of the Subcontractor, regardless of any provisions of the applicable Workers ' Compensation laws, and in particular, regardless of the exclusive remedy or employers immunity provisions of those laws, all of which are hereby expressly waived.

Insurance: Prior to the start of Subcontractor's Work, subcontractor shall procure and maintain in force for the duration of the Subcontractor's Work, Workers' Compensation Insurance; Employer's Liability meeting statutory limits mandated by State of Federal Laws; a minimum of \$1,000,000.00 in comprehensive general liability insurance; a minimum \$1,000,000.00 of liability insurance on each motor vehicle used in connection with Subcontractor's Work and all other insurance required of Contractor under the Contract Documents. Contractor, Owner, and Architect shall be named as additional insured on each of these policies except for Workers' Compensation. A CERTIFICATE OF INSURANCE IS REQUIRED LISTING HAGAR ENTERPRISES AS ADDITIONALLY INSURED and the specific endorsement language (Unless otherwise stated in Special Provisions) subcontractor shall maintain CGL Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the work. Contractor will be notified 30 days prior to any insurance policy expiration or change in coverage.

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AUG 21 2023

BY: _____

The undersigned owner agrees to pay the contractor upon completion of the work or term specified and presentment of the bill. For your convenience, we do accept credit card payments. A bank service fee may apply. In the event that the bill is not paid when due, the owner shall be jointly and severally liable for any and all cost of collection, including reasonable attorney's fees. Interest on all overdue accounts shall accrue at the rate of 1.5% per month on the unpaid balance for an annual percentage rate of 18%.

Dated: 8/20/23

Authorized Hagar Enterprises Inc.
Representative

Estimate# Time and Materials

Seth Hagar

Note: This Proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal:

The attached bid prices and specification sheets are satisfactory and are hereby accepted. The contractor is authorized to do the work specified. Payment will be made as outlined above or as noted in the spec sheet.

Dated: 8/21/23

Signature: Cheryl Dobbela
Title: Administrator

Signature: _____
Title: _____

"Matching Quality with Experience"