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BY:

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

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PRINTED: 05/17/2024
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
	205158	A. BUILDING 01 _____ B. WING _____	05/13/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
GREGORY WING OF ST ANDREWS VILLAGE	145 EMERY LANE BOOTHBAY HARBOR, ME 04538

(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 Recertifaction Survey Survey Date: 05/13/2024 Gregory Wing at St. Andrews, 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.	E 000		
E 015 SS=D	Subsistence Needs for Staff and Patients CFR(s): 483.73(b)(1) §403.748(b)(1), §418.113(b)(6)(iii), §441.184(b)(1), §460.84(b)(1), §482.15(b)(1), §483.73(b)(1), §483.475(b)(1), §485.542(b)(1), §485.625(b)(1) [(b) Policies and procedures. [Facilities] must develop and implement emergency preparedness policies and procedures, based on the emergency plan set forth in paragraph (a) of this section, risk assessment at paragraph (a)(1) of this section, and the communication plan at paragraph (c) of this section. The policies and procedures must be reviewed and updated every 2 years [annually for LTC facilities]. At a minimum, the policies and procedures must address the following: (1) The provision of subsistence needs for staff and patients whether they evacuate or shelter in place, include, but are not limited to the following: (i) Food, water, medical and pharmaceutical supplies (ii) Alternate sources of energy to maintain the following: (A) Temperatures to protect patient health and safety and for the safe and sanitary storage of provisions.	E 015	An ongoing Memorandum of Understanding has been signed with Guardian Pharmaceuticals of Maine effective May 16, 2024. The MOU is kept with the Executive Director of St. Andrews Village in the emergency preparedness binder and with the Safety Officer. MOUs are reviewed annually by the respective department with assistance from the Safety Officer. See Exhibit A.	5/16/2024

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE: Cheryl Dustin-Barth | TITLE: Administrator | (X6) DATE: 6/3/24

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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E 015	Continued From page 1 (B) Emergency lighting. (C) Fire detection, extinguishing, and alarm systems. (D) Sewage and waste disposal. *[For Inpatient Hospice at §418.113(b)(6)(iii):] Policies and procedures. (6) The following are additional requirements for hospice-operated inpatient care facilities only. The policies and procedures must address the following: (iii) The provision of subsistence needs for hospice employees and patients, whether they evacuate or shelter in place, include, but are not limited to the following: (A) Food, water, medical, and pharmaceutical supplies. (B) Alternate sources of energy to maintain the following: (1) Temperatures to protect patient health and safety and for the safe and sanitary storage of provisions. (2) Emergency lighting. (3) Fire detection, extinguishing, and alarm systems. (C) Sewage and waste disposal. This REQUIREMENT is not met as evidenced by: Based on observation, interview and record review, the long term care facility failed to maintain provision of subsistence needs for staff and patients whether they evacuate or shelter in place for Emergency Preparedness Plan in accordance with 42 CFR 483.73 Finding: On 05.13.2024, between 10:00 AM and 2:00 PM, a surveyor, with the Administrator present,	E 015		

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E 015	Continued From page 2 observed the following: 1. The was no evidence in the emergency preparedness plan for pharmaceutical supplies and how they would get replenished in the event they had to evacuate or shelter in place. The surveyor confirmed this finding with the Administrator at the time of the observation.	E 015		
E 018 SS=D	Procedures for Tracking of Staff and Patients CFR(s): 483.73(b)(2) §403.748(b)(2), §416.54(b)(1), §418.113(b)(6)(ii) and (v), §441.184(b)(2), §460.84(b)(2), §482.15(b)(2), §483.73(b)(2), §483.475(b)(2), §485.542(b)(2), §485.625(b)(2), §485.920(b)(1), §486.360(b)(1), §494.62(b)(1). [(b) Policies and procedures. The [facilities] must develop and implement emergency preparedness policies and procedures, based on the emergency plan set forth in paragraph (a) of this section, risk assessment at paragraph (a)(1) of this section, and the communication plan at paragraph (c) of this section. The policies and procedures must be reviewed and updated at least every 2 years [annually for LTC facilities]. At a minimum, the policies and procedures must address the following:] [(2) or (1)] A system to track the location of on-duty staff and sheltered patients in the [facility's] care during an emergency. If on-duty staff and sheltered patients are relocated during the emergency, the [facility] must document the specific name and location of the receiving facility or other location.	E 018	Kronos, the MaineHealth timekeeping system and the Get Word Back function of SendWordNow are utilized to track on-duty staff in the event of an emergency. SendWordNow is the mass notification system used across MaineHealth. The Executive Director of St. Andrews Village, Senior Director of Operations, and Director of Nursing have access to Kronos. All LincolnHealth staff are able to send a Get Word Back notification if they are the appointed designee during an emergency event. Staff have training on SendWordNow and the red safety sheets posted at every phone have the step by step guidance for alerting staff. Emergency Management administrators have access to the LincolnHealth SendWordNow to assist with sending alerts if LincolnHealth staff are unable to do so. See Exhibit B.	5/20/24

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E 018	Continued From page 3 *[For PRTFs at §441.184(b), LTC at §483.73(b), ICF/IIDs at §483.475(b), PACE at §460.84(b):] Policies and procedures. (2) A system to track the location of on-duty staff and sheltered residents in the [PRTF's, LTC, ICF/IID or PACE] care during and after an emergency. If on-duty staff and sheltered residents are relocated during the emergency, the [PRTF's, LTC, ICF/IID or PACE] must document the specific name and location of the receiving facility or other location. *[For Inpatient Hospice at §418.113(b)(6):] Policies and procedures. (ii) Safe evacuation from the hospice, which includes consideration of care and treatment needs of evacuees; staff responsibilities; transportation; identification of evacuation location(s) and primary and alternate means of communication with external sources of assistance. (v) A system to track the location of hospice employees' on-duty and sheltered patients in the hospice's care during an emergency. If the on-duty employees or sheltered patients are relocated during the emergency, the hospice must document the specific name and location of the receiving facility or other location. *[For CMHCs at §485.920(b):] Policies and procedures. (2) Safe evacuation from the CMHC, which includes consideration of care and treatment needs of evacuees; staff responsibilities; transportation; identification of evacuation location(s); and primary and alternate means of communication with external sources of assistance. *[For OPOs at § 486.360(b):] Policies and	E 018		

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E 018	Continued From page 4 procedures. (2) A system of medical documentation that preserves potential and actual donor information, protects confidentiality of potential and actual donor information, and secures and maintains the availability of records. *[For ESRD at § 494.62(b):] Policies and procedures. (2) Safe evacuation from the dialysis facility, which includes staff responsibilities, and needs of the patients. This REQUIREMENT is not met as evidenced by: Based on observation, interview and record review, the long term care facility failed to maintain provision of tracking on duty staff for Emergency Preparedness Plan in accordance with 42 CFR 483.73 Finding: On 05.13.2024, between 10:00 AM and 2:00 PM, a surveyor, with the Administrator present, observed the following: 1. The was no evidence in the emergency preparedness plan of a way to track the on-duty staff in the event that they had to activate the emergency preparedness plan. The surveyor confirmed this finding with the Administartor at the time of the observation.	E 018		
E 030 SS=D	Names and Contact Information CFR(s): 483.73(c)(1) §403.748(c)(1), §416.54(c)(1), §418.113(c)(1), §441.184(c)(1), §460.84(c)(1), §482.15(c)(1), §483.73(c)(1), §483.475(c)(1), §484.102(c)(1), §485.68(c)(1), §485.542(c)(1), §485.625(c)(1),	E 030		

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E 030	Continued From page 5 §485.727(c)(1), §485.920(c)(1), §486.360(c)(1), §491.12(c)(1), §494.62(c)(1). [(c) The [facility must develop and maintain an emergency preparedness communication plan that complies with Federal, State and local laws and must be reviewed and updated at least every 2 years [annually for LTC facilities]. The communication plan must include all of the following:] (1) Names and contact information for the following: (i) Staff. (ii) Entities providing services under arrangement. (iii) Patients' physicians (iv) Other [facilities]. (v) Volunteers. *[For Hospitals at §482.15(c) and CAHs at §485.625(c)] The communication plan must include all of the following: (1) Names and contact information for the following: (i) Staff. (ii) Entities providing services under arrangement. (iii) Patients' physicians (iv) Other [hospitals and CAHs]. (v) Volunteers. *[For RNHCIs at §403.748(c):] The communication plan must include all of the following: (1) Names and contact information for the following: (i) Staff. (ii) Entities providing services under arrangement. (iii) Next of kin, guardian, or custodian.	E 030	Contact information for staff and volunteers is updated at least annually using the information provided by staff through SendWordNow. Staff receive a link every 6 months to update their contact information. New employees are synced to the system within 24 hours. The most updated version was added to the Emergency Preparedness binder and is also kept with the Safety Officer. See Exhibit C.	5/13/24

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E 030	Continued From page 6 (iv) Other RNHCIs. (v) Volunteers. *[For ASCs at §416.45(c):] The communication plan must include all of the following: (1) Names and contact information for the following: (i) Staff. (ii) Entities providing services under arrangement. (iii) Patients' physicians. (iv) Volunteers. *[For Hospices at §418.113(c):] The communication plan must include all of the following: (1) Names and contact information for the following: (i) Hospice employees. (ii) Entities providing services under arrangement. (iii) Patients' physicians. (iv) Other hospices. *[For HHAs at §484.102(c):] The communication plan must include all of the following: (1) Names and contact information for the following: (i) Staff. (ii) Entities providing services under arrangement. (iii) Patients' physicians. (iv) Volunteers. *[For OPOs at §486.360(c):] The communication plan must include all of the following: (2) Names and contact information for the following: (i) Staff. (ii) Entities providing services under arrangement. (iii) Volunteers.	E 030		

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E 030	Continued From page 7 (iv) Other OPOs. (v) Transplant and donor hospitals in the OPO's Donation Service Area (DSA). This REQUIREMENT is not met as evidenced by: Based on observation, interview and record review, the long term care facility failed to maintain that all contact information has been reviewed and updated at least annually with 42 CFR 483.73 Finding: On 05.13.2024, between 10:00 AM and 2:00 PM, a surveyor, with the Administrator present, observed the following: 1. The was no evidence that all the contact information has been reviewed and updated at least annually for staff. The surveyor confirmed this finding with the Administrator at the time of the observation.	E 030		
E 036 SS=F	EP Training and Testing CFR(s): 483.73(d) §403.748(d), §416.54(d), §418.113(d), §441.184(d), §460.84(d), §482.15(d), §483.73(d), §483.475(d), §484.102(d), §485.68(d), §485.542(d), §485.625(d), §485.727(d), §485.920(d), §486.360(d), §491.12(d), §494.62(d). *[For RNCHIs at §403.748, ASCs at §416.54, Hospice at §418.113, PRTFs at §441.184, PACE at §460.84, Hospitals at §482.15, HHAs at §484.102, CORFs at §485.68, REHs at §485.542, CAHs at §486.625, "Organizations" under	E 036		

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E 036	Continued From page 8 485.727, CMHCs at §485.920, OPOs at §486.360, and RHC/FHQs at §491.12:] (d) Training and testing. The [facility] must develop and maintain an emergency preparedness training and testing program that is based on the emergency plan set forth in paragraph (a) of this section, risk assessment at paragraph (a)(1) of this section, policies and procedures at paragraph (b) of this section, and the communication plan at paragraph (c) of this section. The training and testing program must be reviewed and updated at least every 2 years. *[For LTC facilities at §483.73(d):] (d) Training and testing. The LTC facility must develop and maintain an emergency preparedness training and testing program that is based on the emergency plan set forth in paragraph (a) of this section, risk assessment at paragraph (a)(1) of this section, policies and procedures at paragraph (b) of this section, and the communication plan at paragraph (c) of this section. The training and testing program must be reviewed and updated at least annually. *[For ICF/IIDs at §483.475(d):] Training and testing. The ICF/IID must develop and maintain an emergency preparedness training and testing program that is based on the emergency plan set forth in paragraph (a) of this section, risk assessment at paragraph (a)(1) of this section, policies and procedures at paragraph (b) of this section, and the communication plan at paragraph (c) of this section. The training and testing program must be reviewed and updated at least every 2 years. The ICF/IID must meet the requirements for evacuation drills and training at §483.470(i).	E 036	An additional drill will be conducted in accordance with the emergency preparedness plan. A tabletop active shooter drill is scheduled for June 27th, designed specifically for St. Andrew's Village. An After Action Review will be completed by the safety officer and reported at the August 14th Environment of Care meeting (EOC). The LincolnHealth Safety Officer will work with the Emergency Management team at MaineHealth to ensure compliance. See Exhibit D.	6/27/2024

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E 036	Continued From page 9 *[For ESRD Facilities at §494.62(d):] Training, testing, and orientation. The dialysis facility must develop and maintain an emergency preparedness training, testing and patient orientation program that is based on the emergency plan set forth in paragraph (a) of this section, risk assessment at paragraph (a)(1) of this section, policies and procedures at paragraph (b) of this section, and the communication plan at paragraph (c) of this section. The training, testing and orientation program must be evaluated and updated at every 2 years. This REQUIREMENT is not met as evidenced by: Based on observation, interview and record review, the long term care facility failed to maintain a training and testing program for Emergency Preparedness Plan in accordance with 42 CFR 483.73 Finding: On 05.13.2024, between 10:00 AM and 2:00 PM, a surveyor, with the Administrator present, observed the following: 1. The facility provided documentation for only performing 1 of the 2 drills required in accordance with the plan for drills of the emergency preparedness plan. The surveyor confirmed this finding with the Administrator at the time of the observation.	E 036		
K 000	INITIAL COMMENTS Federal Recertification Survey: Survey Date: 05/13/2024	K 000		

Date: 06/04/24

LincolnHealth's Response to: Statement of Deficiencies resulting from inspection at LincolnHealth's St. Andrew's Village on 5/13/24. SOD received by LincolnHealth on 5/17/24 and POC submitted on 5/24/24. A follow up POC was requested on 5/28/24. Reponse to follow up POC dated 5/28/24.

Life Safety Code: NFPA 101 18.2.2.2.4, 18.2.2.2.5, 18.2.2.2.6, 19.2.2.2.4, 19.2.2.2.5, 19.2.2.2.6

Finding # SYJ221

Plan for Correcting Cited Deficiencies:

ID Prefix Tag	Summary Statement of Deficiencies	Provider's Plan of Correction	Completion date
K222	Your plan of correction is not acceptable. K-222 your facility failed to provide exit access that was readily accessible at all times by having special locking arrangements (swipe cards) with staff being the only people with access to exits regardless of resident independent cognitive ability which is not 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. This deficient practice could affect exiting from all facility designated exits as well as an indeterminable number of residents, staff and visitors.	This deficient practice will be corrected by replacing existing doors that do not provide readily accessible access. We have contacted Vendor: Comfort Systems USA, BCM Controls Corporation upgrade exit doors to delayed egress doors quote is attached. Work to begin 6/10/24 completion date 6/24/24.	6/24/24

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Director's Signature: Cheryl Winterbarth Date: 6/3/24

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K222	The second portion of your response regarding the medication room locking, did not have a completion date.	A completion date has been scheduled with Comfort Systems USA, BCM Controls Corporation.	6/5/24

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Director's Signature: Cheryl Winterbarth Date: 6/3/24

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K 000	Continued From page 10 Gregory Wing at St. Andrews, a Long Term Care Facility, was surveyed to the National Fire Protection Association 101 Life Safety Code 2012 Edition as reference on 42 CFR 483.90 (a-d) physical environment and is not in substantial compliance.	K 000		
K 222 SS=F	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	K 222		

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	205158	A. BUILDING 01 _____ B. WING _____	05/13/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
GREGORY WING OF ST ANDREWS VILLAGE	145 EMERY LANE BOOTHBAY HARBOR, ME 04538

(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 222	Continued From page 11 within the locked space); and both the sprinkler 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 observations, the facility failed to ensure that doors at the means of egress meet the requirements of NFPA 101 life safety code 2012 edition sections 7.2.1.5.3 and 7.2.1.6.2 under requirements for door locks, latches, and alarm devices. Findings:	K 222	Per NFPA 19.2.2.2.5.1, St. Andrew's Village meets the requirements for the clinical needs of patients who require specialized security measures. Per NFPA 19.2.2.2.5.2 (1) Staff that can readily unlock doors at all times in accordance with 19.2.2.2.6. **SAV is staffed 24/7 with staff who have the ability to unlock the doors at any time.** (2) A total complete smoke detection system is provided throughout the locked space in accordance with 9.6.2.9. **SAV has a smoke detection system throughout the entire building that is compliant with 9.6.2.9.** (3) The building is protected throughout by an approved. supervised automatic sprinkler system in accordance with 19.3.5.7. **SAV has an automatic sprinkler system throughout the building that is compliant with 19.3.5.7.** (4) The locks are electrical locks that fail safely so as to release upon loss of power to the device. **In the event of power loss, the magnetic locks automatically demagnitize, unlocking the doors.** (5) The locks release by independent activation of each of the following: (a) Activation of the smoke detection system required by 19.2.2.2.5.2(2) (b) Waterflow in the automatic sprinkler system required by 19.2.2.2.5.2(3) **The magnetic locks automatically demagnitize if the smoke detection system or the sprinkler system activates.** Per NFPA 19.2.2.2.6 Doors that are located in the means of egress and are permitted to be locked under other provisions of 19.2.2.2.5 shall comply with all of the following: (1) Provisions shall be made for the rapid removal of occupants by means of one of the following: (b) Keying of all locks to keys carried by staff at all times **Staff are required to have keys to exit the building at all times as part of their uniform.** (2) Only one locking device shall be permitted on each door. **All locked doors at SAV have only one locking device.**	

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	205158	A. BUILDING 01 B. WING	05/13/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
GREGORY WING OF ST ANDREWS VILLAGE	145 EMERY LANE BOOTHBAY HARBOR, ME 04538

(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 222	Continued From page 12 On 5/13/2024, between 10:00 am and 2:00 pm, a surveyor, with the Interim Maintenance Director and Maintenance Manager, and Maintenance tech present, observed the following: 1. Doors in a means of egress throughout the building do not open unless unlocked by an employee by the use of a keycard. 2. Medication room doors are equipped with a push to exit button in order to leave the room. No motion detector is present and the button is the only means of unlocking the door from the inside. The surveyor confirmed these findings with the Interim Maintenance Director and Maintenance Manager, and Maintenance tech at the time of observation.	K 222	Comfort Systems USA, BCM Controls Coporation, was on site Wednesday 5/22 at 11 am to review options for installing motion sensors in addition to the push to exit buttons in our medication rooms. Two proposals are going to be sent for motion sensor installs. See Exhibit E.	
K 911 SS=D	Electrical Systems - Other CFR(s): NFPA 101 Electrical Systems - Other List in the REMARKS section any NFPA 99 Chapter 6 Electrical Systems 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 6 (NFPA 99) This REQUIREMENT is not met as evidenced by: Based on observation and interview, the long-term care facility failed to equip the generator with an emergency stop device outside the generator enclosure per NFPA 110, Standard for Emergency and Standby Power Systems, 2010 edition, section 5.6.5.6, and NFPA 99, Health Care Facilities Code, 2012 edition, Section 6.4.1.1.	K 911		

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	205158	A. BUILDING 01 B. WING	05/13/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
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K 911	Continued From page 13 Finding: On 05.13.2024, between 10:00 AM and 2:00 PM, a surveyor, with the Director of Facilities, Supervisor of Facilities, Maintenance Worker, present, observed the following: 1. The only generator remote emergency stop station/device is inside the generator enclosure/housing. There is no labeled remote emergency stop station/device elsewhere. The surveyor confirmed this finding with the Director of Facilities, Supervisor of Facilities, Maintenance Worker at the time of the observation.	K 911	Yereance & Son have been contacted to install an emergency stop device inside St. Andrew's Village for the generator. They were on site 5/22 to find the best location. The parts will arrive June 4th and installed by June 11th. See Exhibit F.	
K 918 SS=D	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	K 918		

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	205158	A. BUILDING 01 MAY 24 2024 B. WING BY:	05/13/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
GREGORY WING OF ST ANDREWS VILLAGE	145 EMERY LANE BOOTHBAY HARBOR, ME 04538

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K 918	Continued From page 14 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 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 observations and interview, the facility failed to ensure that the generator had proper maintenance records and was being exercised in accordance on the auxiliary generator power per NFPA 99, (2012) 6.4.1.1.17, 6.4.4, 6.5.4, 6.6.4, NFPA 110, NFPA 111, NFPA 70 700.10 Findings: On 05.13.2024, between hours of 10:00 AM and 2:00 PM. this surveyor accompanied with Director of Facilities, Supervisor of Facilities did observe the following: 1. No generator records were on file showing the generator was maintained and ran weekly exercise. The facility failed to have on file or show the following, testing of the generator and transfer switches are performed in accordance with NFPA 110. a. Week of 03.14.2024 b.Week of 11.15.2023	K 918	Facilities Engineering department updated the weekly form and are scheduling the weekly generator test on the email calendar with all facility engineering staff, so alerts are sent out. Any qualified facility engineering member can test the generator so there will always be coverage for testing.	5/23/24

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	205158	A. BUILDING 01 B. WING	05/13/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
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K 918	Continued From page 15 c. Week of 11.08.2023 The surveyor confirmed these observations with the Director of Facilities, Supervisor of Facilities at the time of the observation.	K 918		
K 920 SS=D	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, the long-term care facility failed to ensure that power strips are not used for non-PCREE (Patient-care-related electrical equipment) and	K 920		

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K 920	Continued From page 16 that power strips are not used as a substitute for fixed wiring in accordance with NFPA 99 Chapter 10, NFPA 70 chapter 4 {400.8(1)} On 5/13/2024, between 10:00 AM and 2:00 PM, surveyor, with the interim Maintenance Director, Maintenance Manager, and Maintenance tech present observed the following: 1. In the medication room in the assisted living area on the second floor, a mini fridge was found plugged in using an extension cord for permanent power. The surveyor confirmed this finding with the Maintenance Director, Maintenance Manager, and Maintenance tech at the time of the observation.	K 920	The refrenced mini fridge was moved under the counter and plugged directly into the outlet. LincolnHealth Safety Officer educated long term care staff about proper use of power cords and outlet safety.	5/20/24

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www.bcmcontrols.com
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COMFORT SYSTEMS USA
BCM Controls Corporation

Monday, June 3, 2024

Lincoln Health Care
Jeff Davis
35 Miles St.
Damariscotta, ME 04543
jeffry.davis@mainehealth.org

Dear Jeff,

Thank you for the opportunity to provide this proposal for Lincoln Health Care.

Please refer to the attached information including scope of work and pricing.

We greatly appreciate your interest in BCM Controls' unique security solutions and service offerings. Should you have any questions, please contact me.

Sincerely,

Dave Boston
Technology Consultant
BCM Controls-ME

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Scope of Work

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Statement of Understanding

The local AHJ has determined that all egress doors equipped with mag-locks need to have a delayed egress ability.

There are six (6) single doors and two (2) double doors that will need to be upgraded.

Access Control System (ACS)

BCM Controls will provide, install and configure six (6) single door and two (2) double door delayed egress mag-locks.

All existing mag-locks will be removed and returned to the client or if desired, BCM can dispose of the old hardware at no additional cost.

If additional cabling is necessary, a separate T&M change order will be provided after the installation.

The client is responsible for any door hardware that may need to be moved to accommodate the new mag-locks.

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Assumptions & Clarifications

General:

- This proposal and timelines are based on standard shipping. Customer originated shipping requests may result in additional charges
- Unless specifically identified in this proposal, any third party integration or automation is excluded
- Client will provide all required dedicated 120-volt power circuits and/or receptacles
- Client will provide or is responsible to provide Fire Alarm interface/disconnects at panel/door locations when required by National Electrical Code (NEC) or the Authority Having Jurisdiction (AHJ)
- Additional requested work should be routed through BCM's Sales Dept. This work will be billed in addition and may be subject to overtime billing depending on impact to project deadline
- Concealed conditions may impact cost of this project. Customer will be briefed and asked to authorize any additional costs
- Lighting as needed provided by others
- Changing conditions affecting performance of wireless devices is not covered under warranty
- If using existing conduit, price is based on having a functioning pull string available and provided by others
- If wiring is done by others, price is based on wire being pulled to the devices, labeled and completed prior to BCM arrival
- All electrical permits will be billed back to customer
- Unless specifically identified in this proposal, bucket trucks and/or lifts, if required, are the owners responsibility. If BCM is to provide, the costs will be billed to the customer.
- Unless otherwise noted, conduit and installation of these items is not included

Network:

- Customer to provide remote access for the Configuration and Maintenance of the proposed solution
- Customer to provide all required IP addresses needed for all devices to be placed on the customers network
- Customer to provide all card holder information to be imported into the Access Control System
- Customer to verify all customer provided servers, workstations and/or network devices meet minimum specifications provided by BCM Controls
- Customer to provide all misc. network equipment, including but not limited to, PoE, Switches, patch panels, KVM's, equipment racks and alike

Proposed Solution Execution and Delivery:

- BCM Controls will work with customer to develop / coordinate the required access and scheduling to complete the proposed solution.

System Commissioning / Testing:

- BCM Controls will test the operation of each device to ensure basic operation as listed below and as listed in the scope of work.
- Video Management System
  - Each camera will be aimed and focused with the cooperation / approval of the customer
  - Motion and Continuous Recording will be verified
  - All settings to be appropriate and verified including Resolution, Bit Rate and Compression
- Access Control System
  - Authorized Credential presentation resulting in Door / Access Point releasing for pre-programmed time release
  - Door / Access Point remains secure with the presentation of an invalid / unauthorized credential
  - Alarm Events including "Held Open" and "Forced Door" are triggered
  - Event dashboards / reports display appropriate events and actions

Sales Tax:

- Applicable Taxes are included.

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Lincoln Health - St. Andrews Village - Upgrade Exit Doors to Delayed Egress

Prepared by:
BCM Controls-ME
4 Washington Avenue
Scarborough, ME 04074-6834
Dave Boston
207-883-6364
bostond@bcmcontrols.com

Prepared for:
Lincoln Health Care
35 Miles St.
Damariscotta, ME 04543
Jeff Davis
(207) 563-4901
jeffry.davis@mainehealth.org

Quote Information:
Quote #: DB008091-ME
Version: 1
Delivery Date: 06/03/2024
Expiration Date: 07/29/2024

Quote Summary

Description	Amount
Pricing Summary	$31,440.05

Total: **$31,440.05**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

BCM Controls-ME

Signature: _____

Name: Dave Boston

Title: Technology Consultant

Date: 06/03/2024

Lincoln Health Care

Signature: Jeff Davis

Name: Jeff Davis

Title: Director of Engineering & Facilities

Date: 6/3/2024 11:14:06 AM

IP Address: 71.181.40.218

Email Address: Jeffry.Davis@mainehealth.org

PO Number: Jeffry.Davis@mainehealth.org

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Cummings, Joanne

From: Wusterbarth, Cheryl J <Cheryl.Wusterbarth@mainehealth.org>
Sent: Tuesday, June 4, 2024 11:08 AM
To: FMO Healthcare
Cc: Davis, Jeffry N; McIsaac, Martin J; Jacobs, Amanda R; Betts, Brooks
Subject: Re: Revised Plan of Correction for St. Andrews Village

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brooks,

I sent it out with the quote we have for the 8 beds work starting on June 10th and completion date of June 24th. Emailed it out yesterday at 4:00 pm didn't want to chance not getting it in one time. We have CMP here replacing current transformer at main entrance of the building so we are on generator right now until this job is completed.

Cheryl W

From: Wusterbarth, Cheryl J
Sent: Monday, June 3, 2024 3:54 PM
To: FMOHealthcare@Maine.gov <FMOHealthcare@maine.gov>
Cc: Davis, Jeffry N <Jeffry.Davis@mainehealth.org>; McIsaac, Martin J <Martin.McIsaac@mainehealth.org>; Jacobs, Amanda R <Amanda.Jacobs@mainehealth.org>; Betts, Brooks <Brooks.Betts@mainehealth.org>
Subject: Revised Plan of Correction for St. Andrews Village

Good Afternoon,

Please see attached revised plan of correction for Gregory Wing at St. Andrews Village. If you have any questions or concerns, please contact me at (207) 633-0920.

Cheryl Wusterbarth
Administrator

4 Washington Avenue
Scarborough, ME 04074-6834
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207-883-6364

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Terms & Conditions

General

Overview:

- Unless specifically itemized, clarified, or outlined in the scope of work provided, the following terms and conditions shall apply to all security system installation/implementation efforts.

Compliance with Laws:

- BCM shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits where required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

Dispute Resolution:

- In the event of a dispute arising under this agreement, the Parties expressly agree that this agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Maine, and hereby submit to the exclusive jurisdiction of the state or federal courts sitting in Cumberland County, Maine.

Indemnity:

- The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.

Termination & Alteration:

A contract resulting from the acceptance of this offer may be cancelled or altered by the Buyer only if agreed to in writing by BCM and subject to the following:

- Prior to termination, customer must provide BCM written notice of terms that have not been met.
- BCM shall be given thirty (30) days to correct said items.
- BCM shall be paid for all products and services performed up to the effective date of termination plus reasonable costs associated with the orderly close out of the contract.
- BCM shall be paid for all anticipated profit based on the original contract amount and any change orders executed prior to the effective termination date.

Privileged Information, Confidential Information & Intellectual Property:

- The information contained in this document and the solution proposed by BCM Controls (BCM) is proprietary and confidential to BCM. These materials can be used solely for the purpose of evaluating a possible transaction between BCM and its existing and prospective customers. No recipient of these materials may use them for their own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior written consent of BCM.
- Each Party may make available to the other access to certain trade secrets and other confidential technical, business, and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The obligations of this Section shall survive for two (2) years after the termination or expiration of this Agreement. Client shall indemnify BCM from third party liability arising from any unintended use or unauthorized disclosure.
- This proposal and all accompanying materials, and the original information, designs, concepts, and ideas represented herein are the exclusive property of BCM and may not be reproduced or copied in any manner without the express written authorization of BCM. The proposal and all associated materials, drawings, and documents must be returned promptly upon demand.

Project Commencement:

No work shall proceed until BCM receives one or more of the following from the customer:

1. Written authorization to proceed
2. Purchase order
3. Executed contract, &/or
4. Signed/dated copy of this proposal

All forms of authorization should include or specifically reference these terms and conditions.

On State or Federal projects where prevailing wage or Davis Bacon wage requirements will apply, no project shall commence until published wages, for the work/project to be performed, are provided to BCM.

Execution & Delivery:

- Unless stated otherwise in the scope of work provided, BCM's proposal is based on the use of straight-time labor only.
- Proposal assumes that all work will be performed during BCM's normal weekday working hours (7am – 5pm, Monday thru Friday, excluding weekends and holidays), on a schedule mutually agreed upon by both BCM and the customer.
- The schedule of any other contractors and/or stakeholders involved in this project shall be made in consultation with BCM, and unless otherwise agreed to, shall provide time for BCM to perform our work on an 8-hour day, 40-hour week basis.
- Client to provide all aerial lifts. If none is available BCM Controls will provide and cost of lift will be billed back to the client
- Proposal assumes that all plastering, patching, painting, 120VAC power circuits &/or receptacles, conduit, raceway, electrical service/electrical panels, back boxes and additional fire alarm devices/interfaces are excluded from the pricing offered, unless specifically outlined in the scope of work provided.
- Customer/purchaser agrees to provide BCM with required field utilities (electricity, toilets, drinking water, project hoist, and elevator service, etc.) without charge.
- BCM agrees to keep its work area clean of debris arising out of its own operations, and will dispose of any debris produced by the work proposed in customer-furnished trash bins/containers located at the project site.
- The loading of any database, including the definition of access levels, alarm points, time zones, or any other user defined data is the responsibility of the Customer, except as specifically stated in the scope of work.
- Unless specifically noted in the scope of work, BCM's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by BCM shall not operate to compel BCM to perform any work relating to hazardous or dangerous materials without BCM's express written consent.
- Proposal assumes that the customer shall furnish and make available to BCM, at the project/work location, reasonable storage and parking facilities, and convenient delivery access to our work areas.
- Unless noted otherwise in the scope of work provided, BCM's pricing proposal excludes the cost of any and all bid, performance or payment bonds.
- Any equipment and/or labor not listed in the bill of material or scope of work for this project are excluded.
- BCM shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstances beyond BCM's control. This includes (but is not limited to) acts

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COMFORT SYSTEMS USA
BCM Controls Corporation

RECEIVED
JUN 03 2024

Terms & Conditions

BY:_____

of God, pandemics, fire, riots, labor disputes, conditions of the premises, delays caused by suppliers or subcontractors of BCM, &/or, acts or omissions of the Purchaser, Owner or other Contractors.

- This proposal does not include provision for BCM to perform overtime work for delays not caused by BCM. An additional charge to the contract shall be made for any mutually agreed upon overtime work.
- BCM shall not be responsible for delays or default that are occasioned by cause of any kind that are beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, and Subcontractors, other third parties, civil disorders, labor disputes, pandemics, and Acts of God.
- BCM shall be entitled to equitable adjustments in the amount of the contract for delays caused by anything that is beyond our control.
- Should the materials or equipment included in this proposal become temporarily unavailable for reasons beyond the control and without the fault of BCM, then in the case of such temporary unavailability, the time for performance shall be extended to the extent thereof, BCM shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between the cost of the materials or equipment that has become unavailable and the cost of a reasonably available substitute.
- Client to provide a Mobile Aerial Containment Unit (MACU) if required for ceiling access. Unit costs are not included in this proposal. If a MACU is required, one may be provided by Site. If none is available, BCM will provide and associated cost will be billed back to client.

Invoicing, Payment & Compensation:

- BCM shall perform services, on the behalf of the Customer, as described in the scope of work and shall be compensated according to the pricing set forth.
- Purchaser shall pay taxes at the current tax rate at the date of invoice, unless the Purchaser has provided BCM with acceptable tax exemption certificates.
- Unless noted otherwise in the scope of work provided, BCM's pricing proposal assumes that all project timelines and milestones will be met and assumes that no liquidated damages will be applicable/assessed.
- BCM reserves the right to require customers without approved credit to pay a 45% deposit prior to commencement of installation and/or ordering of materials.
- Proposal assumes that BCM will not be back charged for any costs or expenses without prior written consent.
- Any changes to this proposal shall require an approved and documented change order, which could modify the scope of work, proposed cost, and project timeline.
- BCM will utilize progress billing and will invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site.
- Customer shall pay BCM within thirty (30) days or the date of BCM's invoice(s).
- Final payment shall be due upon the completion of the project for the remaining balance of the contract, including taxes as required by law.
- Any amount in an invoice which is disputed by the Customer shall be resolved by senior management of the Parties and, once resolved, shall be paid within ten (10) days of the date of resolution.
- Customer shall pay interest on outstanding invoiced amounts at the lesser of the maximum amount permitted by law, or at the rate of one and one-half percent (1.50%) of the overdue amount due per month.
- If BCM's invoice is not paid within 30 days of its issuance, it is considered delinquent and a penalty of 1.50% (of the total invoice) per month may be assessed until the delinquent amount is paid in full.
- Payment of interest on overdue accounts shall not excuse payment of the principal amount.
- If a delinquent invoice is forwarded to collections, Purchaser agrees to pay any collection fees associated with the collection of delinquent invoices, and the amount of the original invoice.
- Nothing in BCM's proposal or contract shall be construed to require BCM to continue performance of work if we do not receive timely payment for properly performed work or stored materials.
- BCM retains title to all equipment until installation is complete and reserves the right to retake possession of the same or any part thereof at the customers cost if default is made by the customer in any payment.
- Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received.
- No provisions of the proposal shall serve to void our entitlement to timely payment for properly performed work or suitably stored material, nor void, any of BCM's rights under Mechanics' Lien Laws.
- Credit card payments are accepted subject to a convenience fee of 3%.

Insurance:

- Pricing offered assumes that all work will be performed and provided under BCM's standard insurance coverage.
- Insurance coverage in excess of BCM's standard limits will be furnished when requested and required, at an additional fee.
- No credit will be given, or premium paid by BCM for insurance afforded by others.

Occupational Health & Safety:

- The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety & Health Act relating in any way to the project or project site.

Warranty:

- BCM warrants that the equipment provided AND installed by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery and installation of said equipment.
- For equipment installed by BCM, if Purchaser provides written notice to BCM of any such defect within thirty (30) days after the appearance or discovery of such defect, BCM shall, at its option, repair or replace the defective equipment.
- For equipment not installed by BCM, if Purchaser returns the defective equipment to BCM within thirty (30) days after appearance or discovery of such defect, BCM shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser.
- All transportation charges incurred in connection with the warranty for equipment not installed by BCM shall be borne by Purchaser.
- Warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained, nor does it extend to any portion of the system which is alterable by the end user and/or its designees.
- Warranties are in lieu of all warranties, expressed or implied, including, but not limited to, to those of merchantability and fitness for a specific purpose.
- If any installed/covered equipment is serviced by an entity other the BCM, including the end-user, it will be be covered by BCM's warranty.
- Warranty coverage will be terminated when any equipment is subjected to misuse, abnormal service, handling or damage caused by "force majeure" or any national phenomenon, such as: flooding, fire, lightning, tornado, earthquake, snow, or some related damages, unstable atmospheric conditions, power surges, outages, or other disturbances beyond BCM's control including civil disturbances or war.

Entire Agreement:

- The proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.