PRINTED: 04/09/2018
FORM APPROVED

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	HAL067008	A. BUILDING: 01 B. WING ______	03/22/2018

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
LIBERTY COMMONS ASSISTED LIVING	3046 HENDERSON DRIVE EXTENSION JACKSONVILLE, NC 28546

(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) COMPLETE DATE
C 000	Initial Comments Report of Construction Section Biennial Survey by Dennis Harrell on 3-22-2018. Records indicate that this facility was first licensed as a Home for the Aged on 8-18-1998. The facility is currently licensed as a 79 bed facility with a 22 beds Special Care Unit. Therefore the facility is required to meet the 1996 Rules for the Licensing of Adult Care Homes and applicable components of the 2005 Rules for Adult Care Homes of Seven or More Beds, and the 1996 North Carolina State Building Code for Group I - Institutional Unrestrained Occupancy.	C 000		
C 101	Existing Licensed Fac- No less than '71 Rules SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0301 APPLICATION OF PHYSICAL PLANT REQUIREMENTS The physical plant requirements for each adult care home shall be applied as follows: (2) Except where otherwise specified, existing licensed facilities or portions of existing licensed facilities shall meet licensure and code requirements in effect at the time of construction, change in service or bed count, addition, renovation, or alteration; however in no case shall the requirements for any licensed facility where no addition or renovation has been made, be less than those requirements found in the 1971 "Minimum and Desired Standards and Regulations" for "Homes for the Aged and Infirm", copies of which are available at the Division of Health Service Regulation at no cost; This Rule is not met as evidenced by: 1. Based on observation, this facility is equipped with Special Locking (magnetic locks) on the exit	C 101	C101 1. Exit door keys for the manual switch were made on 4/10/18 and distributed to all the staff working within the unit to include housekeeping as well Area Director in addition to the override key for the entrance to the unit. A spare key is provided for an emergency in the office in the event a floater staff is working that unit. 2. Push to Exit has been reset to 30 seconds with Unified Alerts	

Division of Health Service Regulation

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE: T. Marks [signature] TITLE: Administrator (X6) DATE: 4/19/18

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	HAL067008	A. BUILDING: 01 B. WING ______	03/22/2018

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
LIBERTY COMMONS ASSISTED LIVING	3045 HENDERSON DRIVE EXTENSION JACKSONVILLE, NC 28546

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C 101	Continued From page 1 doors as allowed by the NC State Building Code. The Code requires, "If any required emergency release switch is of the locking type, all staff must carry emergency release switch keys." This Code is not met as evidenced by: The required emergency release switch located at each magnetically locked exit door was of the locking type. Staff did not carry release switch keys. 2. Based on observation and interview, the staff entrance door was provided in late 2017 with Access Controlled egress locking as allowed by Section 1008.1.4.4 of the 2012 NC State Building Code. The locking fails to comply with the Building Code in the following ways; a. There was no sensor provided on the inside of the exit to detect an occupant approaching the door to egress. b. The "Push to Exit" switch provided at the exit did not remain unlocked for a minimum of 30 seconds.	C 101		
C 111	Must Have Current San. & Fire Safety Reports SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0302 DESIGN AND CONSTRUCTION(f) The facility shall have current sanitation and fire and building safety inspection reports which shall be maintained in the home and available for review. This Rule is not met as evidenced by: Based on a review of documents, the most recent fire alarm system inspection report was dated 4-28-16. Fire alarm systems that are not inspected and approved annually as required	C 111	C111 Fire Inspection attached 10/3/17, Suppression inspection attached 10/23/17, range hood suppression and suppression 3/17/17---all contracted with approved companies Attachments #1-4	

#1

JACKSONVILLE FIRE & EMERGENCY SERVICES
P.O. Box 128
Jacksonville, NC 28541-0128
Telephone: 910-455-8080 • Fax: 910-455-4036

FIRE INSPECTION REPORT

ADDRESS: 3045 Henderson Drive	OCCUPANT: Liberty Commons
OWNER: Traci Brooks	MANAGER: Ed Gaudet
BUILDING TYPE: Institutional	TELEPHONE: 910-355-1596

Code: ✓ = Good X = Hazard N/A = Not Applicable

A. BUILDING
1. Construction ✓
2. In Good Repair X - shade canopy
3. Dilapidated or unsafe ✓
4. Address visible from street ✓
5. Fire Alarm System (1yr) X - Date last tested need docs
6. Fire Suppression System (1yr) ✓ Date last tested 5-22-17
7. Fire Extinguishers (1yr) ✓ Date last tested 5-17
8. Hood System (6mo) X - docs Date last tested 5-17
9. Hood System Filters Present/Clean 8-17 X - need docs

B. HOUSEKEEPING
1. Rubbish, Trash, Boxes, (ETC.) ✓
2. Newspapers ✓
3. Stairways ✓
4. Basement clean N/A
5. Attic clean ✓
6. Mops, oily rags ✓

C. PERMITS NEEDED
1. N/A Issued N/A
2. Issued
3. Issued

D. EXITS
1. Doors (Operable) ✓
2. Aisle ways ✓
3. Exit Lights X - repair/replace
4. Fire Escapes X - clear exit discharge
5. Emergency Lighting X - repair/replace

E. HEATING EQUIPMENT (Type)
1. Protection beneath ✓
2. Stovepipes N/A
3. Combustible material near ✓
4. Metal ash container N/A
5. Filters ✓
6. Cut off ✓

F. FLAMMABLES/COMBUSTIBLES (amount and storage)
1. Fuel Oil N/A
2. Gasoline
3. Kerosene
4. LP Gas
5. Natural Gas ✓
6. Other N/A

G. ELECTRICAL
1. Wiring ✓
2. Appliance cords ✓ 2A Drop Cord ✓
3. Fuses ✓
4. Motors and Compressors ✓
5. Main cut off ✓
6. Receptacle ✓

H. OUTSIDE BUILDING
1. Rubbish, trash ✓
2. Garbage ✓
3. Other buildings ✓

I. POSTED/VACANT N/A
1. Windows & Doors intact
2. Building Secure

FIRE CODE REQUIREMENT(S) A:2 = Repair walkway canopy A:5 & 9 = need annual service reports. D:3 & 5 = need to repair/replace non-working exit signs & emergency lights. D:4 = Clear exit discharge

Re-Inspection Date 11-3-17

Inspector Signature [signature] Print Randolph L. Isaj, Jr. Date 10-3-17 Phone 910-455-8080

Facility Rep. Sign. Edmond Gaudet Print Edmond Gaudet Date 10-3-17 Phone 910-340-5547

✦ You are hereby REQUIRED to correct all items noted above immediately. While it is the intent of the Fire Inspector to identify all hazards, an inspection of this facility by the Fire Inspector does not indicate that all violations have been identified. Please note you will be responsible for any and all fees associated with this inspection and any follow-up inspections as outlined in the current version of the City of Jacksonville fee schedule.

Revised Date 6/08/09

(NEW FEE SCHEDULE NOW IN EFFECT – SEE REVERSE SIDE)

tyco SimplexGrinnell

Safer. Smarter. Tyco.™

SUPPRESSION / INSPECTION

#2

Task #:	5857 1061	Date:	10/24/17
SR #:	40746070	NA In:	
Inspector:		NA Out:	

1978 [illegible] Loop
Myrtle Beach, SC 29577
P [illegible] F [illegible]

SHIP TO: Liberty Commons
3005 Henderson RD
Jacksonville, NC

BILL TO:

EXTINGUISHER INSPECTION / SERVICES

QTY.	PART LB	DESCRIPTION	PRICE	AMOUNT
	EX2010	EX Annual Maintenance Fire Ext		$
	EX2011	EX Monthly Extinguisher Inspection		$
	EX2012	EX Annual Maintenance Cart Operated		$
	EX2014	EX Fire Hose Service/Rack		$
	EX2015	EX Minimum Service Charge		$
	EX2032	EX Wheeled Unit Annual Maint		$
EXTINGUISHER 6YR / RECHARGES				
	EX2060	EX Six Year Maintenance		$
	EX8025	EX Recharge 2.5 LB Dry Chemical		$
	EX8000	EX Recharge 5 LB Dry Chemical		$
	EX8010	EX Recharge 10 LB Dry Chemical		$
	EX8020	EX Recharge 20 LB Dry Chemical		$
	EX8100	EX Recharge 5 LB CO2		$
	EX8110	EX Recharge 10 LB CO2		$
	EX8115	EX Recharge 15 LB CO2		$
	EX8120	EX Recharge 20 LB CO2		$
	EX3400	EXFE36 Recharge		$
	EX8030	EX Recharge K-Class		$
	EX8095	EX Recharge Pressurized Water		$
	EXBV20	EX Recharge Beverage Cylinder		$
EXTINGUISHER HYDROTEST				
	EX3080	EX Hydrotest CO2 (up To 20 LBs)		$
	EX2084	EX Hydrotest Stored Pressure Type		$
	EX2090	EX Hydrotest Fire Hose		$
	EX6000	EX Hydrotest CleanGuard / Halotron / Halon		$
	EX8070	EX Hydrotest K-Class		$
EXTINGUISHER SERVICE PARTS				
	EX2100	EX Conductivity Test And Label		$
	EX4001	EX Locking Pin		$
	EX4002	EX Verification Collar		$
	EX4003	EX Valve Stem		$
	EX4100	EX Valve Retainer Seal (O-Ring)		$
	EX4200	EX Gauge		$
	EX4412	EX CO2 Safety Relief Device		$
	EX5100	EX Sign - Fire Extinguisher		$
	EX6200	EX Hanger - Fire Extinguisher		$

ADDITIONAL SERVICES / LABOR / MATERIAL

QTY.	PART LB	DESCRIPTION	PRICE	AMOUNT
5	EE[illegible]	Cal [illegible] Battery	40-	$ 200.00
				$
2	EE[illegible]	EXIT SIGN	75-	$ 150.00
				$
4	Elec.	LBR	70-	$ 280.00
				$
7		LABOR	95-	$ [illegible]
				$

NEW EXTINGUISHERS - RELIEVE TRUNK INVENTORY

QTY.	PART LB	DESCRIPTION	PRICE	AMOUNT
	EX1025	NEW EXT 2.5 LB D/C		$
	EX1050	NEW EXT 5 LB D/C		$
	EX1010	NEW EXT 10 LB D/C		$
	EX1020	NEW EXT 20 LB D/C		$
	EX1150	NEW EXT 5 LB CO2		$
	EX1110	NEW EXT 10 LB CO2		$
	EX1115	NEW EXT 15 LB CO2		$
	EX1120	NEW EXT 20 LB CO2		$
	EX1250	NEW EXT 5 LB FE36 Clean Agent		$
	EX1210	NEW EXT 9 LB FE36 Clean Agent		$
	EX1214	NEW EXT 13 LB FE36 Clean Agent		$
	EX1213	NEW EXT 13 LB FE36 Non-Metallic		$
	EX1425	NEW EXT 2.5 GAL Pressurized Water		$
	EX1550	NEW EXT K-Class		$
SERVICED EXTINGUISHER - RELIEVE TRUNK INVENTORY				
	EX3025	Serviced EXT Dry Chemical 2.5 LB		N/C
	EX3000	Serviced EXT Dry Chemical 5 LB		N/C
	EX3010	Serviced EXT Dry Chemical 10 LB		N/C
	EX3020	Serviced EXT Dry Chemical 20 LB		N/C
	EX3031	Serviced EXT CO2 5 LB		N/C
	EX3110	Serviced EXT CO2 10 LB		N/C
	EX3115	Serviced EXT CO2 15 LB		N/C
	EX3120	Serviced EXT CO2 20 LB		N/C
	EX3080	Serviced EXT Recharge K-Class		N/C
	EX3200	Serviced EXT Recharge Pressurized Water		N/C
	EX3950	Serviced EXT FE36 5 Lb		N/C
	EX3609	Serviced EXT FE36 9 Lb		N/C
	EX3613	Serviced EXT FE36 13 Lb		N/C
EMERGENCY LIGHTING INSPECTION / SERVICE				
	EE6001	EE Emergency Light Inspection		$
	EE6002	EE Exit Light Inspection		$
	EE6007	EE Exit Sign AC only Inspection		$
	EE6201	EE A/C Bulb		$
	EE6202	EE D/C Bulb		$
	EE6004	EE Battery Disposal		$
KITCHEN HOOD INSPECTION / SERVICE				
	KH7000	KH Kitchen Hood Inspection		$
	KH7001	KH Additional Cylinder Inspection		$
	KH7002	KH Adjust Link Line		$
	KH7004	KH Replace Nozzle		$
	KH7005	KH Nozzle Cleaning		$
	KH7012	KH Replace Detection Line And Conduit		$
	KH7023	KH Hood 12 Year Hydrotest		$
	KH7101	KH Fusible Link		$
	KH7103	KH Rubber Blow-off Cap		$
	KH7104	KH Metal Blow Off Cap		$

COMMENTS

Repair E-Lights & Exit Signs

No Truck / Fuel Charge

TOTAL CHARGES

TOTAL SERVICES	$ 350.00
TOTAL MATERIAL	$ 1,380.00
EX2017 - HAZ MAT CHARGE	$ 95.00
SUBTOTAL	$ 1825.00
TAX % ON TOTAL SALES	$
FUEL SURCHARGE	$
GRAND TOTAL	$

IMPORTANT NOTICE TO CUSTOMER. Customer acknowledges and agrees that, in the absence of a Service Agreement between parties, services hereunder are performed pursuant to the terms and conditions on the reverse side of this Service Request. Customer further 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 customer's system may have been bypassed or is otherwise inoperable until services can be completed. CUSTOMER'S ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE REVERSE SIDE.

Acceptance of customer or customer's representative

Service Technician	Date	Time	Customer's Authorized Agent	PO #
Print Name: [illegible]	10/31/17	2:[illegible]	Print Name: Edward [illegible]	
Employee Number: [illegible]			Sign Name: [illegible]	

#3

Kelley Solutions 803-451-9807

tyco
SimplexGrinnell

Range Hood Suppression Systems Report

Address 540 Civic Boulevard, Suite 105
Raleigh, NC 27610
Phone 919-279-8400
Fax 919-255-3401

5536487
3844979

Date of Service: 07/17/17

Inspection ☒ Installation ☐

Customer: Jefferson Lumber
Address: 3021 Henderson Dr.
Jacksonville, NC 28546

1.	Ovens		G			
2.	Gr. Range	48x29	G	2W		
3.	Fryer	24x24	G	2W		
4.	Grease					
5.	Fryer	24x24	E	2W		
6.						

Range 07/17/17

Manifold is blocking nozzle spray pattern. need to repair nozzle or replace. Manifold or something.

07/17/17

Ryan Stubbs

Tracy N Marks

07/17/17

№ 107164

#4

tyco SimplexGrinnell

SUPPRESSION / INSPECTION

Ship To: Liberty Commons
3045 Henderson Dr
Jacksonville, NC 28546

BILL TO:

[illegible]	NEW BATT & LABEL	[illegible]	[illegible]

Print Name: S. Thom Marks

OFFICE COPY

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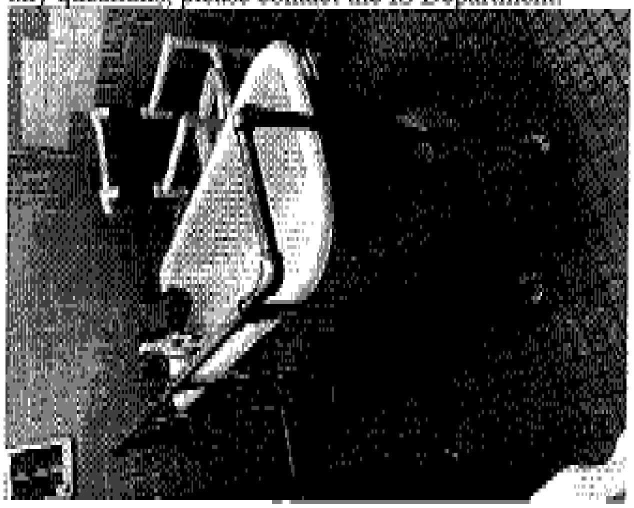
C 111	Continued From page 2 could result in the fire alarm system not operating properly in the event of an actual fire.	C 111		
C 133	Bathrooms-Hand Grips SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0305 PHYSICAL ENVIRONMENT (e) The requirements for bathrooms and toilet rooms are: (6) Hand grips shall be installed at all commodes, tubs and showers used by or accessible to residents; This Rule is not met as evidenced by: Based on observation, there was no hand grip provided at the tub in the shower room in Special Care.	C 133	C133 A hand grip was installed by Trubilt Construction on 4/11/18 (attached picture) Attachment #5	
C 150	Corridors-Free of equipment and Obstructions SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0305 PHYSICAL ENVIRONMENT (g) The requirements for corridors are: (4) Corridors shall be free of all equipment and other obstructions. This Rule is not met as evidenced by: Based on observation, the corridor was not maintained free of obstructions. At least 5 feet of clear width must be maintained in exit corridors. Findings include: Furniture and appliances were stored in the service exit corridor reducing the clear width to less than 5 feet.	C 150	C150 All area was cleared (attached picture) Attachment #6	
C 166	Housekeeping-Maintained Free of Hazards	C 166		

#5

Traci N Marks

From:	Traci Marks <mtwl0810@icloud.com>
Sent:	Thursday, April 19, 2018 1:14 PM
To:	Traci N Marks

** CAUTION: External Email **
Do not click any links or open any attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the IS Department.



Sent from my iPhone

#6

Traci N Marks

From:	Traci Marks <mtwl0810@icloud.com>
Sent:	Thursday, April 19, 2018 1:12 PM
To:	Traci N Marks

** CAUTION: External Email **
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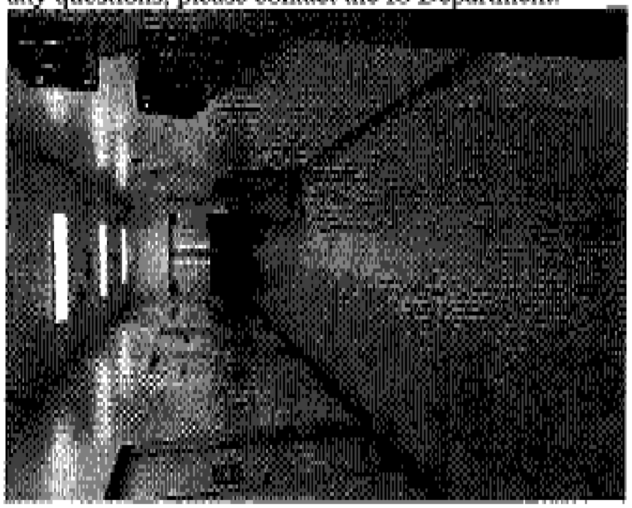

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C 166	Continued From page 3 SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0306 HOUSEKEEPING AND FURNISHINGS (a) Adult care homes shall: (5) be maintained in an uncluttered, clean and orderly manner, free of all obstructions and hazards; (e) This Rule shall apply to new and existing facilities. This Rule is not met as evidenced by: 1. Based on observation, the building was not maintained in a safe manner by not properly handling portable medical oxygen cylinders. This could affect all residents, staff and visitors if cylinders fall, breaking their valves, propelling the cylinder and turning it into a dangerous projectile. Findings include: a. Several portable medical oxygen cylinders were stored in unapproved plastic crates in the room next to the med room in Special Care. b. One portable medical oxygen cylinder was stored in no rack or container in clean linen on the AL side. 2. Based on observation, there was no documentation of monthly in house/owner's inspections provided on the inspection tag at the range hood fire suppression system. Range hood fire suppression systems must be inspected monthly and the inspections must be documented somewhere such as on the tag provided at the system pull.	C 166	C166 1. All oxygen containers are provided by the durable medical equipment company upon delivery of oxygen to our community. Our racks are metal or a plastic provided. All tanks have been verified to be in a approved stand provided to us by the providing company. (picture included) Attachment #7 2. During the inspection we were informed that a new item to be completed was a monthly inspection on our range hood fire suppression. This was started the month of April 2018. ~~Attachment #8~~ error TM	
C 185	Fire Safety-Rehearsals on Each Shift SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0309 PLAN FOR EVACUATION	C 185		

#7

Traci N Marks

From: Traci Marks <mtwl0810@icloud.com>
Sent: Thursday, April 19, 2018 1:12 PM
To: Traci N Marks

** CAUTION: External Email **
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Sent from my iPhone

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C 185	Continued From page 4 (b) There shall be rehearsals of the fire plan quarterly on each shift in accordance with the requirement of the local Fire Prevention Code Enforcement Official. (c) Records of rehearsals shall be maintained and copies furnished to the county department of social services annually. The records shall include the date and time of the rehearsals, the shift, staff members present, and a short description of what the rehearsal involved. (f) This Rule shall apply to new and existing facilities. This Rule is not met as evidenced by: Based on review of documents, fire drill rehearsals are not being done regularly with at least one per shift each quarter. Failure to rehearse the fire plan could lead to confusion and delay in an actual emergency. Findings include: The facility has 3 shifts but all available records indicate the rehearsals occured during the 1st shift.	C 185	C185 Record of rehearsed fire drills are maintained montly but with 12H shifts we needed to perform at a later time. Fire drill completed 4/12/18 and will alternate month with different times to ensure rule is met. (attached) Attachment #8	
C 189	Building Equipment Maintained Safe, Operating SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0311 OTHER REQUIREMENTS (a) The building and all fire safety, electrical, mechanical, and plumbing equipment in an adult care home shall be maintained in a safe and operating condition. (k) This Rule shall apply to new and existing facilities with the exception of Paragraph (e) which shall not apply to existing facilities. This Rule is not met as evidenced by:	C 189		

(#8)

Report of Monthly Fire Drill

LCAL

Community

Notify the Fire Department **only** before conducting drill. Check response of employees and residents.

Date 4-12-18 Time 9:00 AM/PM

Drill conducted on (circle one) **7-3 shift** **3-11 shift** **11-7 shift**
Night Shift

Fill in Before Drill

1) What is the simulated situation: Fire and/or smoke location kitchen, dining, lobby, office, room #, etc.
2) What is the extent of smoke: Noxious, whole room, corridor, light, heavy, smoldering, etc.
3) What is extent and type of fire: Bed, wastebasket, kitchen range, etc. Small controllable, large, explosion, wood, paper, electrical, etc. Coffee Machine Over heated Causing Smoke

Fill in During Drill

1) Who discovered situation and when? Nursing
2) What action was taken? Pulled Fire Station - Called Maintenance - Turned Off Elect. Breakers + Unplug Machine
3) Did staff use proper judgment? yes
4) Did staff notify another staff member of situation? yes
5) Who sounded the fire alarm and when? Nursing - Emediately
6) Was announcement made over the intercom? No
7) Was fire drill called into fire station (simulated)? NO When
8) Were residents in halls removed to an area of safety? yes
9) Were all halls, corridors, and other means of egress maintained clear and free of fixed obstruction? yes
10) Were all corridor doors closed? yes
11) Were smoke doors closed and unobstructed? yes
12) Who responded to fire, with what equipment? Nursing with Fire Extinguishe
13) Were gas and electricity turned off and by whom? n/o
14) Was fire isolated? Doors closed, windows closed? yes
15) Were exits monitored by staff? yes
16) Was smoke compartment evacuated? yes
17) Was building evacuated? n/o
18) Was fire extinguished by staff or fire department? Staff
19) Wo sounded "All Clear"? Maint. Supervisor

In-Service/Training Attendance Sheet

Date	Time	Community
4-12-18	9:00 PM.	LCAL

Title/Description of Training: Fire Drill

Instructor(s) Name: Edmond Goudet

Sign In Below

PRINT NAME & TITLE	SIGNATURE	DEPARTMENT
Jessica Bickell CNA I	Jessica M	Nursing
Norma Provost Med/Tech	Norma Provost	Nursing
Med/Tech	Fran Bars	Nursing
CNA	Diana R. West	Nursing
CNA	Wendy LaBelle	nursing

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NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
LIBERTY COMMONS ASSISTED LIVING	3046 HENDERSON DRIVE EXTENSION JACKSONVILLE, NC 28546

(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) COMPLETE DATE
C 189	Continued From page 5 1. Based on observation, the corridor smoke detector near the Administrator's office sensed the smoke when tested and latched in an activated condition, but failed to activate the fire alarm system. Smoke detectors that do not work properly endanger all residents and staff. 2. Based on observation, battery powered emergency lights would not work when tested. Battery powered emergency lights that will not work properly for at least 90 minutes could endanger the residents and staff. Mal-functioning lights include the following areas: a. Front door, b. Corridor at room 404, c. The light in the corridor near room 414 fell off the ceiling and broke when tested. Note; This one deficiency was corrected during the survey. 3. Based on observation, many corridor doors are prevented from closing quickly and latching to resist the passage of fire and smoke. Corridor doors that do not close completely and latch present the possibility that a fire that begins in one space can quickly spread to the corridor and the remainder of the facility. Findings include; a. One side of the double doors to the Parlor is equipped with only a 'bale catch' at the top of the door. Bale catches do not provide positive latching. Doors to the corridor must positively latch when closed or the spaces must meet the Code requirements for spaces permitted to be open to the corridor, b. One side of both sets of double doors to the Sunroom is equipped with only a 'bale catch' at the top of the door. Bale catches do not provide positive latching. Doors to the corridor must positively latch when closed or the spaces must meet the Code requirements for spaces	C 189	C189 1. Service request made for corridor smoke detector near office and repaired (attached) 2. Onslow Electric made repair to the emergency lights. (invoice attached) Attachment #9, #10 3. Trubilt Construction have replaced the "bale catch" locks in all questioned areas, checked the room doors for proper latching making sure they close flush, laundry room door is locked when not in use, lockset repaired for PKW and Administrator office, dead bolt replaced with normal handle for beauty shop Attachment #11-13	

tyco SimplexGrinnell

(#9)

SERVICE REQUEST

FORWARD TO YOUR ACCOUNTS PAYABLE DEPARTMENT

License #		TR#	163911	ARENO, GENE W
Project #	99999996	Task/SR#	60681280	41421604

NAME	Liberty Commons	CUSTOMER PO	
ADDRESS (OR ATTENTION OF)	3045 Henderson Dr JACKSONVILLE , NC 28546-5247	LABOR-REG: .75	LABOR-OT: 0 / LABOR-DT: 0

TR ARRIVAL DATE	BILL	NON-BILL	SERV. COMPL	CUSTOMER NUMBER	NAT. ACCT.	PHONE	INSP-MONTH
23-MAR-2018 09:55:53				217-00659282	N		

NAME(BILL TO)	Liberty Commons		
ADDRESS	3045 Henderson Dr		
CITY	STATE	ZIP	
JACKSONVILLE	NC	28546-5247	

LABOR-REG	LABOR-OT	ARRIVAL
.75	0	23-MAR-2018 09:55:53
MILES		DEPART
		23-MAR-2018 10:32:44

I authorize SimplexGrinnell to proceed with the work as agreed to and outlined below:

Signature will be obtained at completion
(Preauthorization Customer Signature)

23-MAR-2018 10:32:44
Date

PAYMENT TERMS					
TIME AND MATERIAL		PRICE NTE		FIXED PRICE	
DEPOSIT ($)		BALANCE DUE($)		BILLABLE	

SCOPE OF WORK/PROBLEM CODE	General Service
WORK PERFORMED/RESOLUTION CODE	Identified Problem Tested smoke detector in corridor 100 system working properly smoke detector is programmed as a VSMOKE which eliminates false alarms by monitoring for smoke every 30 seconds after first initial sensing of smoke if there is no smoke after 30 seconds system will go back to normal condition. Also reattached smoke detector in storage room by room 102 call completed and tested system returned to normal condition.

PRODUCT ID	QTY	DESCRIPTION	UOM

SYSTEM TYPE	FA	CONTACT NAME	Ed Gaudet Liberty Commons

IMPORTANT NOTICE TO THE CUSTOMER

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 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 customer's system may have been bypassed or is otherwise Inoperable until service can be completed.
CUSTOMER'S ACTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE REVERSE SIDE.

Additional charges may apply if a return trip is required

CUSTOMER ACCEPTANCE

[signature]

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TERMS AND CONDITIONS

1. **Payment.** Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Further, in the event that this Agreement is executed on a "price not to exceed" basis, the price to Customer shall be lesser of: 1) the limit price quoted, or 2) the actual cumulative billing based on the aforementioned prevailing rate. Unless otherwise agreed in writing between the parties, Customer shall pay Company within thirty (30) days of the date of this Agreement. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Company shall have the right, at Company's sole discretion, to stop performing any Services if Customer fails to make any payment when due, until the account is current. The Customer's failure to make payment when due is a material breach of this Agreement.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. Company may increase prices upon notice to the Customer or annually to reflect increases in material and labor costs. Customer agrees to pay all taxes, permits, and other charges, including but not limited to federal, state and local sales and excise taxes, installation or alarm permits, false alarm assessments, or any charges imposed by any government body, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the 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 Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that 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, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. 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 service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, 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. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. 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 THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

6. **Reciprocal Waiver of Claims (SAFETY Act).** Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests, e.g. working around equipment shutdowns, after hours work. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are

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TERMS AND CONDITIONS

severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

19. Force Majeure. Company shall not be responsible for delays or failure to render services due to causes beyond its 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.

20. Termination. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

21. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

22. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

23. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party 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, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

24. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

25. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

26. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

27. Legal Fees. Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

28. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca. 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710.License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

ONSLOW ELECTRIC CO.,INC.
241 S. MARINE BLVD
JACKSONVILLE, NC 28540
910-455-3840

Invoice

#10

Number: **9010**

Date: **April 06, 2018**

Bill To:
LIBERTY COMMONS
3045 HENDERSON DR
JACKSONVILLE, NC 28540

Ship To:
LIBERTY COMMONS
3045 HENDERSON DR
JACKSONVILLE, NC 28540

PO Number	Terms
9010	IUPON RECEIPT

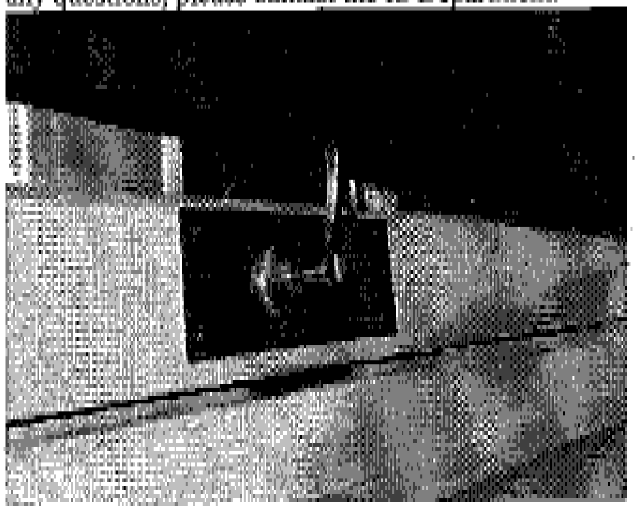
Date	Description	Tax 1	Amount
04042018	2 EMERGENCEY LIGHT CHANGED OUT CUSTOMER SUPPLIED LIGHTS		110.00
WRK ORDER 9010			
		Sub-Total	$110.00
		State Tax 7.00% on 0.00	0.00
		Total	$110.00

#11

Traci N Marks

From: Traci Marks <mtwl0810@icloud.com>
Sent: Thursday, April 19, 2018 1:13 PM
To: Traci N Marks

** CAUTION: External Email **
Do not click any links or open any attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the IS Department.



Sent from my iPhone

#12

Traci N Marks

From: Traci Marks <mtwl0810@icloud.com>
Sent: Thursday, April 19, 2018 1:13 PM
To: Traci N Marks

** CAUTION: External Email **
Do not click any links or open any attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the IS Department.

Sent from my iPhone

#13

Traci N Marks

From:	Traci Marks <mtwl0810@icloud.com>
Sent:	Thursday, April 19, 2018 1:34 PM
To:	Traci N Marks

** CAUTION: External Email **
Do not click any links or open any attachments unless you recognize the sender and know the content is safe. If you have any questions, please contact the IS Department.

Sent from my iPhone

PRINTED: 04/09/2018
FORM APPROVED

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	HAL067008	A. BUILDING: 01 B. WING _____	03/22/2018

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
LIBERTY COMMONS ASSISTED LIVING	3045 HENDERSON DRIVE EXTENSION JACKSONVILLE, NC 28546

(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) COMPLETE DATE
C 189	Continued From page 6 permitted to be open to the corridor. c. One side of both sets of double doors to the Dining room is equipped with only a 'bale catch' at the top of the door. Bale catches do not provide positive latching. Doors to the corridor must positively latch when closed or the spaces must meet the Code requirements for spaces permitted to be open to the corridor. d. The door to room 101 will not latch when closed. e. The door to room 206 will not latch when closed. f. The door to room 402A-B will not latch when closed. g. The 3/4 hour door to the laundry was propped open. This fire rated door must be self-closing or automatic closing on activation of the fire alarm system and must automatically latch when closed. h. There was a hole at the latchset through the door to the staff bathroom in PKW. i. There was a hole at the latchset through the door to the Administrator's office. j. One of the corridor doors to the Beauty Parlor was equipped with only a dead-bolt latch. Dead-bolt latches cannot automatically latch when closed. 4. Based on observation the required one-hour fire rated walls and/or ceilings were compromised in locations. Holes and penetrations that are not sealed with materials approved for use in one-hour fire rated construction present the possibility that a fire that begins in one space can quickly spread to other areas of the facility. Findings include: a. The smoke detector was hanging off the ceiling by the wires in the storage closet across from room 102. b. Holes in the walls of the corridor closet to the	C 189	4. Simplex Grinnell made repair to the smoke detector in 102 (attached), all holes were patched with fire rated caulking or appropriate materials. Attachment #14	

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SimplexGrinnell
Safer. Smarter. Tyco.™

SERVICE REQUEST

FORWARD TO YOUR ACCOUNTS PAYABLE DEPARTMENT

BOOK # #14

TR #

TASK/CALL #

LICENSE #

PROJECT # 3R 41425134

540 Civic Boulevard, Suite 105
Raleigh, NC 27610
P 919-[illegible] F 919-[illegible]-3401

"PUT CUSTOMER STAMP ON ALL 3 PAGES"

NAME	Liberty Commons
ADDRESS (OR ATTENTION OF)	3045 Henderson Dr
ADDRESS	Jacksonville NC
CITY / STATE / ZIP	

TR ARRIVAL DATE	BILL	NON-BILL	SERV. COMPL.	ACE CODE	NAT. ACCT.
3/4/2018					

CUSTOMER PURCHASE ORDER		
LABOR – REG. 1.5	LABOR – OT	LABOR – DT
TRAVEL – REG.	TRAVEL – OT	TRAVEL – DT
MIN.		INSP. MONTH
PHONE		MILES

NAME (BILL TO)
ADDRESS
CITY / STATE / ZIP

WE STRONGLY RECOMMEND IMMEDIATE CORRECTION OF ANY DEFICIENCIES/IMPAIRMENTS IDENTIFIED. WE URGE YOU TO NOTIFY THE LOCAL AUTHORITY HAVING JURISDICTION AND YOUR INSURANCE CARRIER WITHOUT DELAY.

SimplexGrinnell, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions outlined below.

I authorize SimplexGrinnell to proceed with the work as agreed to and outlined below:

X

Customer signature Date

PAYMENT TERMS IMMEDIATE ☐ COD ☐ NET 10 ☐

☐ Time and Material ☐ Price Not to Exceed $ ☐ Fixed Price of $

DEPOSIT $ BALANCE DUE $ ☐ BILLABLE ☐ NON-BILLABLE

SCOPE OF WORK / PROBLEM CODE Sprinkler head in laundry Room not installed properly

WORK PERFORMED / RESOLUTION CODE Fix sprinkler Head in Laundry Room by adjusting the hanger

GRP	PRODUCT I.D.	SERIAL # / DESCRIPTION	QTY.	COST	NO.	USG.	UNIT PRICE
				[redacted]			

SYSTEM TYPE/LOCATION | CONTACT NAME | TOTALS

IMPORTANT NOTICE TO CUSTOMER

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 customer's system may have been bypassed 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 [illegible]

SIMPLEXGRINNELL LP [illegible]

PRINTED: 04/09/2018
FORM APPROVED

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	HAL067008	A. BUILDING: 01 B. WING ______	03/22/2018

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
LIBERTY COMMONS ASSISTED LIVING	3045 HENDERSON DRIVE EXTENSION JACKSONVILLE, NC 28546

(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) COMPLETE DATE
C 189	Continued From page 7 left of room 217, c. Sprinkler escutcheon not tightly mounted to the ceiling in the dryer room, d. Hole in the ceiling by the 4 inch steel sprinkler pipe in the main electrical room. 5. Based on observation the required one-hour fire rated ceilings were compromised in several locations by improperly protected conduit penetrations. None of the conduit penetrations listed below were protected with a listed fire collar. Penetrations that are not sealed in an approved manner present the possibility that a fire that begins in one space can quickly spread to other areas of the facility. Findings include: a. The ceiling of the main electrical room was penetrated by 10 - 2.5 inch PVC conduits and 2 - 4 inch PVC conduits. b. The ceiling of Panel PP1 closet was penetrated by 2- 2.5 inch PVC conduits. c. The ceiling of Panel PP2 closet was penetrated by 2- 2.5 inch PVC conduits. d. The ceiling of Panel PP3 closet was penetrated by 2- 2.5 inch PVC conduits. e. The ceiling of Panel PP4 closet was penetrated by 2- 2.5 inch PVC conduits. 6. Based on observation, the sampling tube for the duct mounted smoke detector in the attic was very dirty. Additionally, the holes in the sampling tube appeared to be oriented away from the airflow. Sampling tubes that are not periodically inspected and cleaned can endanger all residents and staff because the duct detector may fail to operate properly.	C 189	5. Blue Prints were pulled and Contractor John Casalaspro from Trubilt Construction along with Randy Jones from Jacksonville Fire Department investigated finding that during building construction in 1997 there have been no modifications to our plumbing or electrical therefore no PVC conduits collars were required. 6. AirPro came out and addressed the attic duct mounted smoke detector and sampling tubes	