STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROV DER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULT PLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	4047	A. BUILDING: _____ B. WING _____	C 01/21/2022

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
AVAMERE AT RIO RANCHO	**1000 RIVERVIEW DRIVE SE RIO RANCHO, NM 87124**

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFIC ENCIES (EACH DEFIC ENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENT FY NG INFORMATION)	D PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
A 000	Initial Comments The following deficiencies were cited during a Complaint survey completed on 01/21/22 for the state requirements of 7 NMAC 8.2, Regulations for Assisted Living. Complaint Intake NM#54589 was substantiated with deficiencies cited.	A 000		
A 020	7 NMAC 8.2.20 Admissions and Discharge ADMISSIONS AND DISCHARGE: The facility shall complete an admission agreement for each resident. The administrator of the facility or a designee responsible for admission decisions shall meet with the resident or the resident ' s surrogate decision maker prior to admission. No resident shall be admitted who is below the age of eighteen (18) or for whom the facility is unable to provide appropriate care. A. Admission agreement. The admission agreement shall include the following information: (1) the parties to the agreement; (2) the program narrative; (3) the facility's rules; (4) the cost of services and the method of payment; (5) the refund provision in case of death, transfer, voluntary or involuntary discharge; (6) information to formulate advance directives; (7) a written description of the legal rights of the residents translated into another language, if necessary; (8) the facility's staffing ratio; (9) written authorization for staff to assist with medications; (10) notification of rights and responsibilities pursuant to the Incident Reporting Intake, Processing and Training Requirements, 7.1.13 NMAC;	A 020		

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A 020	Continued From page 1	A 020		

(11) the facility ' s bed hold policy; and
(12) the admission agreement may be terminated if an appropriate placement is found for the resident, under the following circumstances:
(a) there shall be a fifteen (15) day written notice of termination given to the resident or his or her surrogate decision maker, unless the resident requests the termination;
(b) the resident has failed to pay for a stay at the facility as defined in the admission agreement;
(c) the facility ceases to operate or is no longer able to provide services to the resident;
(d) the resident ' s health has improved sufficiently and therefore no longer requires the services of the facility;
(e) termination without prior notice is permitted in emergency situations for the following reasons:
(i) the transfer or discharge is necessary for the resident's safety and welfare;
(ii) the resident's needs cannot safely be met in the facility; or
(iii) the safety and health of other residents and staff in the facility are endangered;
(13) the facility shall provide a thirty (30) day written notice to residents regarding any changes in the cost or the material services provided; a new or amended admission agreement must be executed whenever services, costs or other material terms are changed; and
(14) facilities representing their services as " specialized " must disclose evidence of staff specialty training to prospective residents.
B. Restrictions in admission. The facility shall not admit or retain individuals that require twenty-four (24) hour continuous nursing care, refer to Subsection U of 7.8.2.7 NMAC Definitions. This rule does not apply to hospice residents who have elected to receive the hospice benefit. Conditions or circumstances that usually require

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A 020	Continued From page 2	A 020		

continuous nursing care may include but are not limited to the following:
(1) ventilator dependency;
(2) pressure sores and decubitus ulcers (stage III or IV);
(3) intravenous therapy or injections;
(4) any condition requiring either physical or chemical restraints;
(5) nasogastric tubes;
(6) tracheostomy care;
(7) residents that present an imminent physical threat or danger to self or others;
(8) residents whose psychological or physical condition has declined and placement in the current facility is no longer appropriate as determined by the PCP;
(9) residents with a diagnosis that requires isolation techniques;
(10) residents that require the use of a Hoyer lift; and
(11) ostomy (unless resident is able to provide self care).
C. Exceptions to admission, readmission and retention. If a resident requires a greater degree of care than the facility would normally provide or is permitted to provide and the resident wishes to be re-admitted or remain in the facility and the facility wishes to re-admit or retain the resident. The facility shall comply with the following requirements.
(1) Convene a team, comprised of:
(a) the facility administrator and a facility health care professional if desired;
(b) the resident or resident ' s surrogate decision maker; and
(c) the hospice or home health clinician.
(2) The team shall jointly determine if the resident should be admitted, readmitted or allowed to remain in the facility. Team approval shall be in

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A 020	Continued From page 3 writing, signed and dated by all team members and the approval shall be maintained in the resident's record and shall: (a) be based upon an individual service plan (ISP) which identifies the resident's specific needs and addresses the manner that such needs will be met; (b) ensure that if the facility is licensed for more than eight (8) residents and does not have complete fire sprinkler coverage, the facility shall maintain an evacuation rating score of prompt as determined by the fire safety equivalency system (FSES); (c) evaluate and outline how meeting the specific needs of the resident will impact the staff and the other residents; and (d) include an independent advocate such as a certified ombudsman if requested by the resident, the family or the facility. (3) The team recommendation shall be maintained on site in the resident ' s file. (4) When a resident is discharged, the facility shall record where the resident was discharged to and what medications were released with the resident. D. Coordination of care. (1) Assisted living facilities shall have evidence of care coordination on an ISP for all services that are provided in the facility by an outside health care provider, such as hospice or home health providers. (2) Residents shall be given a list of providers, including hospice and home health if applicable, and have the right to choose their provider. If applicable, the referring party shall disclose any ownership interest in a recommended or listed provider. [7.8.2.20 NMAC - Rp, 7.8.2.19 NMAC & 7.8.2.20 NMAC, 01/15/2010]	A 020		

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A 020	Continued From page 4 This REQUIREMENT is not met as evidenced by: 7.8.2.20 A (4) (12) (a) (i) (ii) 13 Based on record review and interview the facility failed to ensure for 1 (R #7) of 1 (R #7) resident who was transferred from the Assisted Living to the Memory Care Unit, that: 1. An updated Admission/Discharge Agreement that included changes of services, costs, or other material/term changes prior to the resident being moved in July, 2021. 2. A fifteen (15) day written notice of Admission/Discharge Agreement termination prior to the Resident being transferred to the Memory Care Unit. 3. A thirty (30) day written notice regarding changes in the cost and material services provided. These deficient practices could likely result in R #7 and [redacted] Power of Attorney (POA) to be at risk of: 1. Suffering financial hardship because they have not been informed of changes in cost/fees for additional amount of room and board, care and services, or other material/supplies that will be owed to the facility. 2. Being moved or transferred to a Memory Care Unit without being given a fifteen (15) day written notice. 3. Not knowing what are both the facility and the resident's responsibilities are due to not having a current, correct, and valid Admission/Discharge Agreement. The findings are:	A 020	1. Community Business Office Manager sent email to Resident POA on 10/8/2021 with attached Memory Care agreement, care cost breakdown and Resident/ Family Handbook. To present day community has yet to receive signed aggrement back from POA. Community Business Office Manager called and left a messages on 2/8 and 2/9/2022 for Resident POA to inform her that we have sent another agreement, care cost breakdown and Resident/Family Handbook for her review and signature. Packet was mailed to POA via priority mail to be received by Friday 2/11/2022. Office Manager requested that POA to complete and return all documents in prepaid return envelope by 2/15/2022. Resident POA acknowledged via email on 2/9/2022, that she received both voice messages and that she would watch for priority delivery and "get it back to you." If community has not yet received signed documents by 2/15/2022, community Executive Director will reach out to Resident's Son (who is not POA, however is local and secondary emergency contact,) to request his assistance in obtaining signed agreement for his Mother's residency in community Memory Care unit. 02/25/2022 2. Community Executive Director, Office Manager and Arbor Administrator / Director of Health Services will ensure that the appropriate written notice of Admission/Discharge Agreement termination prior to the Resident being transferred to the Memory Care Unit going forward. Community Executive Director and management identified above will utilize community movein checklist and monitor Resident agreements and move in process during morning standup meeting prior to admission into Assisted Living or Memory care unit. 2/10/2022 Ongoing Contined on page 6	

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A 020	Continued From page 5 A. Record Review of R #7s Admission/Discharge Agreement completed in 2019 revealed, that R #7s Admission/Discharge Agreement to the Assisted Living facility had not been updated when the resident was moved to the Memory Care Unit in July, 2021, did not include the following information: 1. Any changes in cost/fees for additional amount of room and board, care and services, or other material/supplies that will be owed to the facility. 2. Residents must be given a fifteen (15) day written notice of termination of the agreement prior to the resident being transferred to the Memory Care Unit. 3. A thirty (30) day written notice regarding changes in the cost/fees or the material services provided. B. On 10/12/21 at 12:15 pm, during an interview with the Administrator, she confirmed that R #7 was moved to the Memory Care Unit in July, 2021, without the resident or [redacted] POA knowledge/consent or receiving a: 1. New updated Admission/Discharge Agreement that included the new monthly cost/fees. 2. Fifteen (15) day written notice prior to the resident being moved to the Memory Care Unit. 3. Thirty (30) day written notice regarding changes in the cost/fees or the material services provided to the resident after being moved to the Memory Care Unit. C. On 01/11/22 at 3:02 pm, during a phone interview with R #7s POA, she confirmed: 1. That R #7 is currently living in the Memory Care Unit. 2. R #7s is being charged additional cost/fees	A 020	Continued from page 5 3.Community Executive Director, Office Manager and Arbor Administrator / Director of Health Services will ensure that the appropriate written notice regarding the changes in the costs and material services provided prior to the Resident being transferred to the Memory Care Unit going forward. Community Executive Director and management identified above will monitor Resident agreements and move in process during morning standup meeting prior to admission into Assisted Living or Memory care unit.	2/10/2022 Ongoing

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A 020	Continued From page 6 due to the changes in care and services that come with the Memory Care placement. 3. There is no new Admission/Discharge Agreement that has been updated, signed. and agreed upon for R #7s placement in the Memory Care Unit. 4. Neither R #7 or POA had received a full disclosure of the services, changes, and additional cost/fees that R #7 is being are being charged for with the new placement in the Memory Care Unit.	A 020		
A 033	7 NMAC 8.2.33 Resident Rights RESIDENT RIGHTS: All licensed facilities shall understand, protect and respect the rights of all residents. A. Prior to admission to a facility, a resident and legal representative shall be given a written description of the legal rights of the resident, translated into another language, if necessary, to meet the resident ' s understanding. B. If the resident has no legal representative and is incapable of understanding his or her legal rights, a written copy of the resident's legal rights shall be provided to the most significant responsible party in the following order: (1) the resident's spouse; (2) significant other; (3) any of the resident's adult children; (4) the resident's parents; (5) any relative the resident has lived with for six or more months before admission; (6) a person who has been caring for, or paying benefits on behalf of the resident; (7) a placing agency; (8) resident advocate; or (9) the ombudsman. C. The resident rights shall be posted in a	A 033		

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A 033	Continued From page 7	A 033		

conspicuous public place in the facility and shall include the telephone numbers for the incident management hotline and for the state ombudsman program.
D. To protect resident rights, the facility shall:
(1) treat all residents with courtesy, respect, dignity and compassion;
(2) not discriminate in admission or services based on gender, sexual orientation, resident's age, race, religion, physical or mental disability, or nationality;
(3) provide residents written information about all services provided by the facility and their costs and give advance written notice of any changes;
(4) provide residents with a safe and sanitary living environment;
(5) provide humane care for all residents;
(6) provide the right to privacy, including privacy during medical examinations, consultations and treatment;
(7) protect the confidentiality of the resident ' s medical record;
(8) protect the right to personal privacy, including privacy in personal hygiene; privacy during visits with a spouse, family member or other visitor; and privacy in the resident's own room;
(9) protect the right to communicate privately and freely with any person, including private telephone conversations and private correspondence; and the right to receive visits from family, friends, lawyers, ombudsmen and community organizations;
(10) prohibit the use of any and all physical and chemical restraints;
(11) ensure that residents:
(a) are free from physical and emotional abuse neglect and misappropriation/or exploitation;
(b) are free from financial abuse and misappropriation by facility staff or management;

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A 033	Continued From page 8 (c) are free to participate in religious, social, community and other activities and freely associate with persons in and out of the facility; (d) are free to leave the facility and return without unreasonable restriction; (e) are given a fifteen (15) calendar day, written notice before room transfers or discharge from the facility unless there is immediate danger to self or others in the facility; (f) have an environment that fosters social interaction and avoids social isolation; (g) or their surrogate decision makers, are informed of and consent to the services provided by the facility; (h) have the right to voice grievances to the facility staff, public officials, the ombudsmen, any state agency, or any other person, without fear of reprisal or retaliation; (i) have the right to have their complaints addressed within fourteen (14) calendar days or sooner; (j) have the right to participate in the development of their care plan/ISP; (k) have the right to choose a doctor, pharmacist and other health care provider(s); (l) have the right to participate in medical treatment decisions and formulate advance directives such as living wills and powers of attorney; (m) have the right to keep and use personal possessions without loss or damage; (n) have the right to manage and control their personal finances; (o) have the right to freely organize and participate in a resident association that may recommend changes in the facility's policies, services and management; (p) shall not be required to work for the facility; and	A 033		

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A 033	Continued From page 9 (q) are protected from unjustified room transfers or discharge. E. The resident's rights shall not be restricted unless this restriction is for the health and safety of the resident, agreed to by the resident or the resident ' s surrogate decision maker and outlined in the resident ' s individual service plan. [7.8.2.33 NMAC - Rp, 7.8.2.34 NMAC, 01/15/2010] This REQUIREMENT is not met as evidenced by: 7.8.2.33 D (1) (3) (11) (e) Based on record review and interview the facility failed to ensure for 1 (R #7) of 1 (R #7) resident who was transferred from the Assisted Living to the Memory Care Unit, that: 1. R #7 and [redacted] Power of Attorney (POA) were treated with courtesy and respect when they moved R #7 from the Assisted Living to the Memory Care Unit without informing the POA of the move and changes in cost/fees, services, and care. 2. Advanced written notice was provided concerning the changes of services when R #7 was moved to the Memory Care Unit. 3. R #7/POA were given (15) fifteen days written notice prior to the transfer from the Assisted Living to the Memory Care Unit. These deficient practices did result in R #7/POA to be at risk of not being: 1. Treated with dignity and respect when the R #7 was moved from the Assisted Living to the Memory Care Unit without the resident/POAs knowledge and consent. 2. Given advanced written notice of what	A 033	1. Going forward Community Executive Director, Office Manager and Arbor Administrator / Director of Health Services will ensure that the appropriate communication/notification is provided with courtesy, dignity and respect to Resident/POA upon any changes in residency, change in cost, services and or care. written notice of prior to the Resident being transferred to the Memory Care Unit. Community Executive Director and management identified above will utilize community move-in checklist and monitor Resident agreements and move in process during morning standup meeting prior to admission into Assisted Living or Memory care unit. All staff will be re-inserviced on NM Resident Rights during monthly all staff meeting on 2/10/2022. 2.Community Executive Director, Office Manager and Arbor Administrator / Director of Health Services will ensure that the appropriate written notice of changes of services is provided to Resident / POA prior to the Resident being transferred to he Memory Care Unit going forward. Community Executive Director and management identified above will utilize community move-in checklist and monitor Resident agreements and move in process during morning standup meeting prior to admission into Assisted Living or Memory care unit. 3.Community Executive Director, Office Manager and Arbor Administrator / Director of Health Services will ensure that the appropriate written no ice of transfer will be provided to Resident/POA prior to the Resident being transferred to the Memory Care Unit going forward. Community Executive Director and management identified above will utilize community movein checklist and monitor Resident agreements and move-in process during morning standup meeting prior to admission into Assisted Living or Memory care unit.	2/10/2022 / Ongoing 2/10/2022 2/10/2022 / Ongoing 2/10/2022 / Ongoing

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changes in care/services would be made and the cost of the services and when R #7 was moved to the Memory Care Unit, and suffering financial hardship.

3. Given adequate time to prepare for the move when transferred to the Memory Care Unit without being given a fifteen (15) day written notice and the

The findings are:

A. Record review of R #7s resident file revealed that:

1. The Admission/Discharge Agreement in R #7s file was from 2019 when the resident moved into the Assisted Living facility.

2. There was no updated or new agreement for the residents' move to the Memory Care where R #7 has lived since [redacted]/21.

B. On 10/12/21 at 12:15 pm, during an interview with the Administrator, she confirmed that R #7's was moved to the Memory Care Unit without the resident or POA receiving a:

1. Fifteen (15) day written notice of Admission/Discharge Agreement termination prior to R#7 being moved to memory Care Unit.

2. New updated Admission/Discharge Agreement that included the new monthly fees and changes in services.

C. On 01/11/22 at 3:02 pm, during a phone interview with R #7s POA, she confirmed:

1. That R #7 is currently living in the Memory Care Unit.

2. That prior to moving R #7 to the Memory Care Unit the facility did not provided advanced written notice of the changes of services or of the additional fees and changes in the cost of the Memory Care placement.

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A 033	Continued From page 11 3. That they were not given (15) fifteen days written notice prior to the transfer from the Assisted Living to the Memory Care Unit.	A 033		