

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 065425	(X2) MULTIPLE CONSTRUCTION A. Building B. Wing	(X3) DATE SURVEY COMPLETED 04/30/2024
NAME OF PROVIDER OR SUPPLIER Center at Foresight Llc, The		STREET ADDRESS, CITY, STATE, ZIP CODE 606 Foresight Cir E Grand Junction, CO 81505	

For information on the nursing home's plan to correct this deficiency, please contact the nursing home or the state survey agency.

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (Each deficiency must be preceded by full regulatory or LSC identifying information)
<p>F 0684</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Few</p>	<p>Provide appropriate treatment and care according to orders, resident's preferences and goals.</p> <p>**NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** Based on observation and interviews, the facility failed to ensure residents received professional standards of care for one (#18) of one resident reviewed for edema care out of 28 sample residents.</p> <p>Specifically, the facility failed to appropriately notify the provider of significant weight changes for Resident #18.</p> <p>Findings include:</p> <p>I. Facility policy</p> <p>The Edema policy, revised March 2024, was provided by the nursing home administrator (NHA) on 4/30/24 at 1:54 p.m It documented in pertinent part, Nurses are to obtain daily weights if ordered by the provider, and nurses are to notify the provider with any changes in edema.</p> <p>The Weight Loss and Interventions policy, revised March 2024, was provided by the NHA on 4/30/24 at 1:54 p.m. It documented in pertinent part, Nursing staff measures residents' weights on admission and then the next day or as ordered by physician, nurse practitioner, or dietician.</p> <p>III. Resident #18</p> <p>A. Resident Status</p> <p>Resident #18, over the age of 65, was admitted on [DATE]. According to the April 2024 computerized physician order (CPO), diagnoses included takotsubo' s syndrome (a temporary irregular heart shape and function), heart failure, and lymphedema (a swelling of a portion of the body).</p> <p>According to the 2/9/24 minimum data set (MDS) assessment, Resident #18 was cognitively intact with a brief interview for mental status (BIMS) score of 15 out of 15.</p> <p>The MDS assessment documented the resident was 63 inches (five feet three inches) and 297 pounds (lbs). The MDS assessment did not indicate the resident had any weight changes.</p> <p>B. Record review</p> <p>The 2/26/24 care plan failed to document the resident's edema. The care plan identified interventions for fluid imbalance deficit risk because the resident was receiving diuretics.</p> <p>(continued on next page)</p>

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.

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE	TITLE	(X6) DATE
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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>Inform resident or representatives choice to enter into binding arbitration agreement and right to refuse.</p> <p>**NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** Based on record review and interviews, the facility failed to ensure residents or their representative were aware of the nature and implications of the facility's arbitration agreement to inform their decision on whether or not to enter into such agreements for five (#10, #38, #96, #194 and #198) of six residents out of 28 sample residents.</p> <p>Specifically, the facility failed to:</p> <ul style="list-style-type: none"> -Thoroughly explain the arbitration agreement in a form and in a manner the residents and/or resident representatives understood the agreement before signing the arbitration agreement; -Accurately inform residents the arbitration agreement was a binding agreement before the agreement was signed; -Accurately inform residents the agreement could be rescinded by written notice within 90 days of the signing of the agreement; and, -Ensure staff reviewing the arbitration agreement with residents and the residents' representatives understood the components of the agreement. <p>Findings include:</p> <p>I. The arbitration agreement</p> <p>The Dispute Resolution and Arbitration Agreement, undated, was provided by the nursing home administrator (NHA) on 4/24/24 at 8:57 a.m. via email. The agreement read in part: Arbitration is a method of resolving disputes outside of the court system. Each party may be represented by his own lawyer if desired, but arbitration cases are decided by an arbitrator, rather than by a judge or jury.</p> <p>The parties agree that any legal dispute, controversy, demand or claim shall be resolved exclusively by binding arbitration.</p> <p>This arbitration agreement may be rescinded by written notice to the facility from you within 90 days as set forth below. This agreement is signed in contemplation of admission to the facility, not to a hospital even if the patient later goes to the hospital for any reason. If not rescinded, this arbitration agreement shall remain in effect even if you are sent to the hospital and return to the facility.</p> <p>(continued on next page)</p>

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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>Note: By signing this agreement you are agreeing to have any issue of medical malpractice decided by a neutral binding arbitration rather than by a jury or court trial. You have the right to seek legal counsel and you have the right to rescind this agreement within 90 days from the date of signature by both parties unless the agreement was signed in contemplation of hospitalization in which you have 90 days after discharge or released from the hospital to rescind the agreement. No healthcare provider shall withhold the provision of emergency medical services to any person because of that person's failure or refusal to sign an agreement containing a provision for binding arbitration of any dispute arising as to professional negligence of the provider. No healthcare provider shall refuse to provide medical care services to any patient solely because such patient refused to sign such an agreement or exercise the 90 day right of rescission.</p> <p>II. Explanation of arbitration to the residents</p> <p>Admissions coordinator (AC) #1 and AC #2 were interviewed on 4/25/24 at 4:14 p.m. AC #1 said during the admission process she told residents the arbitration agreement stated if there were any issues with care at the facility, staff wanted to have the opportunity to correct the concern before it went to legal matters. She said she had not told the residents they could rescind after signing the agreement or given them a timeline for when the residents could rescind the agreement because she was not aware it was a needed option. She said the question had never come up because the arbitration agreement was not a binding agreement. She said there was nothing binding. She said the facility wanted to try to take care of issues here at the facility. She said the residents could rescind the agreement anytime the resident wanted to. She said if the resident requested a copy she would provide it for them at the time of the admission or the resident could request a copy of the arbitration agreement from medical records.</p> <p>AC #2 said she did not tell residents anything different then what AC #1 said above. AC #2 said she did not inform the residents of a timeline they could rescind the agreement if they signed it. AC #2 said she had been in her position for the past two years and had only one resident that she could recall choosing not to sign the arbitration agreement. She said she offered the residents a copy of the agreement but most residents said they did not want a copy.</p> <p>III. Resident group interview</p> <p>A group interview was conducted on 4/29/24 at 10:30 a.m. with Resident #10, Resident #38, Resident #194, Resident #195 and Resident #198. The residents were deemed alert and oriented by the facility assessment . Arbitration and the arbitration agreement was reviewed with the residents.</p> <p>Resident #10 said she signed so much paperwork and was on so much pain medication when she was first admitted she was having a hard time paying attention during the admission process. She believed she was told arbitration was available if she needed it. She said did not know if she signed the arbitration agreement or not. She said she did not think she was told a timeline for when she could change her mind if she signed the agreement.</p> <p>Resident #198 said he signed the arbitration agreement but was not told he could change his mind as long as he rescinded the agreement within a certain number of days. He said he was not sure if he got a copy of the agreement.</p> <p>(continued on next page)</p>		

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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>Resident #38 said when she was signing all the facility paperwork, she was highly medicated and in pain. She said she did not know what she was signing when she was admitted to the facility.</p> <p>Resident #194 said she remembered staff mentioning arbitration was available if she desired it or if she felt she needed it. She said there was nothing discussed about a timeline to rescind if she signed the agreement.</p> <p>IV. Record review</p> <p>The facility admission packet was provided by the NHA on 4/24/24 at 8:57 a.m. via email. The admission packet included the binding arbitration agreement.</p> <p>Requested arbitration agreements were provided by the human resources director (HRD) on 4/29/24 at 4:15 p.m. The provided arbitration agreements were signed by either AC #1 or AC #2 as the facility representatives. The arbitration agreements were each signed by the resident. The arbitration agreements were reviewed for Resident #10, Resident #38, Resident #96, Resident #194 and Resident #198.</p> <p>Resident #10 was admitted on [DATE]. The arbitration agreement was signed by AC #2 on 3/18/24. The arbitration agreement was signed by Resident #10 on 3/18/24.</p> <p>Resident #38 was admitted on [DATE]. The arbitration agreement was signed by AC #1 on 4/2/24. The arbitration agreement was signed by Resident #38 on 4/2/24.</p> <p>Resident #96 was admitted on [DATE]. The arbitration agreement was signed by AC #2 on 4/22/24. The arbitration agreement was signed by Resident #96 on 4/22/24.</p> <p>Resident #194 was admitted on [DATE]. The arbitration agreement was signed by AC #1 on 4/11/24. The arbitration agreement was signed by Resident #194 on 4/11/24.</p> <p>Resident #198 was admitted on [DATE]. The arbitration agreement was signed by AC #1 on 4/25/24. The arbitration agreement was signed by Resident #198 on 4/25/24.</p> <p>V. Additional resident interviews</p> <p>Resident #96 was interviewed on 4/29/24 at 2:06 p.m. Resident #96 said she did not know what arbitration was in reference to paper work she signed or how it pertained to her as a resident at the facility. She said she did not remember anyone talking to her about it or how long she had to change her mind if she signed the agreement.</p> <p>Resident #38 was interviewed again on 4/30/24 at 11:10 a.m. Resident #38 reviewed the paper work provided by the facility. She said she could not find anything from the facility on arbitration. Resident #38 said she did not know she signed an arbitration agreement. She said she would have wanted to know if she signed the binding agreement. She said it was okay with her that she signed the agreement but felt she should have been made more aware of it and told she had the option to change her mind and how long she had to decide if she wanted to keep the agreement in place. She said she did not remember signing the agreement. She said she just signed all the paperwork offered when she first admitted . She said she had just had surgery a couple of days before she was admitted to the facility and was not very lucid.</p> <p>(continued on next page)</p>		

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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>Resident #38 said she would have wanted someone from the facility to explain the arbitration agreement to her when she felt more lucid. She said she felt that having her sign legal paperwork when she first admitted was the wrong time to give it to her.</p> <p>Resident #194 was interviewed again on 4/30/24 at 11:31 a.m. She said some of the other residents said they were in pain when they were asked to sign admission paperwork. She said when someone was in pain they were not thinking about anything but their discomfort.</p> <p>Resident #194 said she was not in pain when she signed all her paperwork but she was just focusing on the day to day unknown issues and what would happen next for her. She said she was not thinking about what she may have signed or the implications.</p> <p>IV. Staff interviews</p> <p>AC #1 was interviewed again on 4/30/24 at 11:39 a.m. AC #1 said she had reviewed the arbitration agreement and was provided education on the agreement after the 4/25/24 interview. AC #1 said she was originally trained by AC #2 on the arbitration agreements. She said she offered to give the residents a copy of the agreement but was not going over all of the agreement with them. She said she was not aware the arbitration agreement was binding or the residents had only 90 days to rescind the agreement. She said her focus was to inform the residents the facility wanted to hear about any issues or concerns so the facility could attempt to correct the concerns.</p> <p>AC #1 said residents could sign their own admission paperwork, including the arbitration agreement, if the resident was alert and oriented and if their dominant hand was able to sign the forms. She said if residents were not able to sign the arbitration agreement electronically, she would print out the agreement and have them sign the hard paper copy. AC #1 said she usually had the residents sign all the paperwork right when they walked in the door. She said the admission process could be hectic at times. She said sometimes she might have the residents finish the paperwork on the second or third day after they were admitted to the facility, but she liked having them complete it as soon as they could. She said she told residents she could print off a copy of the arbitration agreement during the admission paperwork process or the resident could request a copy from medical records. She said she was now going to offer to send out the arbitration agreements to the residents and/or the residents' representative.</p> <p>The NHA was interviewed on 4/30/24 at 11:50 a.m. The NHA said the arbitration agreement was part of the facility's admission packet. He said the arbitration agreement was not binding and the agreement was voluntary for signing. He said the residents who signed the non binding arbitration agreement could revoke the agreement at any time. The NHA reviewed the arbitration agreement and identified the agreement was binding after 90 days if the resident did not rescind the agreement. The NHA said she did not know some of the residents were not aware they signed the agreement and had not been informed of key components of the agreements by AC #1 and AC #2. She said she did not know some of the residents felt they had signed the agreement at a time they were not in an appropriate state of mind to make the decision to sign the agreement and/or retain the information contained in the agreement. The NHA said the HR director was more familiar with the arbitration process and used to be the staff member who reviewed the agreements with residents and/or their representatives.</p> <p>(continued on next page)</p>		

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<p>F 0847</p> <p>Level of Harm - Minimal harm or potential for actual harm</p> <p>Residents Affected - Some</p>	<p>The HRD joined the interview at 12:05 p.m. The HRD said she had previously been responsible for presenting the arbitration agreement to the residents and/or the residents' representatives for the past five years. She said in October 2023, the admissions department started taking on more of that role. The HRD said when she would review the agreement with the residents she would ask the residents if they were willing to enter into an arbitration agreement. She said she would explain to the residents that if the facility was not able to make things right for them or meet their needs, the arbitration process was available to help resolve concerns outside of court. The HRD said she would tell the residents they were able to rescind the agreement at any point. She said if the residents asked about a timeline, she would get more clarification.</p> <p>The HRD said the facility started an education on arbitration after AC #1 was interviewed about the arbitration agreement and she wanted to have a better understanding of the agreement.</p> <p>The HRD was interviewed again on 4/30/24 at 12:24 p.m. The HRD said the facility would create additional education on the arbitration agreement in addition to the below Take Five education.</p> <p>V. Facility follow up</p> <p>A Take Five Quality Assurance Performance Improvement education was provided by the HRD on 4/30/24 at 12:24 p.m. The education was provided to AC #1, AC #2, the HRD and the medical records director on 4/29/24. The education topic was the arbitration agreement. The education highlighted the portion of the agreement that read: Note: By signing this agreement you are agreeing to have any issue of medical malpractice decided by a neutral binding arbitration rather than by a jury or court trial. You have the right to seek legal counsel and you have the right to rescind this agreement within 90 days from the date of signature by both parties unless the agreement was signed in contemplation of hospitalization in which you have 90 days after discharge or released from the hospital to rescind the agreement. No healthcare provider shall withhold the provision of emergency medical services to any person because of that person's failure or refusal to sign an agreement containing a provision for binding arbitration of any dispute arising as to professional negligence of the provider. No healthcare provider shall refuse to provide medical care services to any patient solely because such patient refused to sign such an agreement or exercise the 90 day right of rescission.</p>		