



**AGENCY OF HUMAN SERVICES**  
**DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING**

Division of Licensing and Protection

HC 2 South, 280 State Drive

Waterbury, VT 05671-2060

<http://www.dail.vermont.gov>

Survey and Certification Voice/TTY (802) 241-0480

Survey and Certification Fax (802) 241-0343

Survey and Certification Reporting Line: (888) 700-5330

To Report Adult Abuse: (800) 564-1612

August 1, 2022

Ms. Mary Belanger, Manager  
Homestead Senior Living  
64 Harborview Drive  
St Albans, VT 05478-4477

Dear Ms. Belanger:

Enclosed is a copy of your acceptable plans of correction for the survey conducted on **May 23, 2022**. Please post this document in a prominent place in your facility.

We may follow-up to verify that substantial compliance has been achieved and maintained. If we find that your facility has failed to achieve or maintain substantial compliance, remedies may be imposed.

Sincerely,

Pamela M. Cota, RN  
Licensing Chief

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  <b>0605</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING: _____	(X3) DATE SURVEY COMPLETED  <b>C</b> <b>05/23/2022</b>
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NAME OF PROVIDER OR SUPPLIER  <b>HOMESTEAD SENIOR LIVING</b>	STREET ADDRESS, CITY, STATE, ZIP CODE <b>64 HARBORVIEW DRIVE ST ALBANS, VT 05478</b>
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R100	Initial Comments:  On 5/16/22 the Division of Licensing and Protection conducted an unannounced on-site compliant investigation with additional off-site investigation ending on 5/23/22. The following regulatory violations were identified as a result:	R100		
R104 SS=F	V. RESIDENT CARE AND HOME SERVICES  5.1 Admission  5.2.a Prior to or at the time of admission, each resident, and the resident's legal representative if any, shall be provided with a written admission agreement which describes the daily, weekly, or monthly rate to be charged, a description of the services that are covered in the rate, and all other applicable financial issues, including an explanation of the home's policy regarding discharge or transfer when a resident's financial status changes from privately paying to paying with SSI or ACCS benefits. This admission agreement shall specify at least how the following services will be provided, and what additional charges there will be, if any: all personal care services; nursing services; medication management; laundry; transportation; toiletries; and any additional services provided under ACCS or a Medicaid Waiver program. If applicable, the agreement must specify the amount and purpose of any deposit. This agreement must also specify the resident's transfer and discharge rights, including provisions for refunds, and must include a description of the home's personal needs allowance policy.  (1) In addition to general resident agreement requirements, agreements for all ACCS participants shall include: the	R104		

Division of Licensing and Protection  
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

STATE FORM

6899

V13911

If continuation sheet 1 of 15

*Mary Blong*

*E.D.*

*7/15/22*

*R104 - R206 POC's accepted 7/15/22 Jo Evans RN/PMC*

*Updated Per J.E. Request*

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R104	<p>Continued From page 1</p> <p>ACCS services, the specific room and board rate, the amount of personal needs allowance and the provider's agreement to accept room and board and Medicaid as sole payment.</p> <p>This REQUIREMENT is not met as evidenced by: Based on staff interview and review of records there was a failure to provide written admission agreements to facility residents specifying additional charges billed to residents for lift assists after falls not resulting in transport to the hospital. Findings include:</p> <p>Per review of Resident Incident Reports an ambulance service was called to the facility 21 times for 13 residents (Resident #1, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14 and #15) between 1/1/22 - 5/19/22 for lift assists not resulting in transport to the hospital.</p> <p>Per interview at 12:36 PM on 5/17/22 the Director of the responding ambulance service stated each time the ambulance service is called for a lift assist not resulting in transport to the hospital the resident is direct billed \$100 for services not provided by the facility.</p> <p>At 2:23 on 5/19/22 The Executive Director stated the facility has a "strict no lift policy" and emergency medical services are called to provide all lift assists including when a nurse is on duty and no apparent injuries are observed. The Executive Director stated she was unaware if facility admission agreements specified the additional fees incurred for lift assists. The Executive Director failed to provide copies of the facility Admission Agreement as requested at 2:23 PM and 5:12 PM on 5/19/22.</p>	R104	<p>The "no lift" policy has been revised to reflect our Falls policy. Please see attached policy Effective 5/23/2022</p> <p>In service has been completed on our fall policy. Please see attached in service. Residents and families will be notified in writing. 2 pontifications have been sent to families and residents. One on 7/2/22 and an additional email with clarification was sent on 7/14/2022. Both emails are included in this POC. This information will be discussed at admission and has been added to Homestead's lease agreement- also included. See page 7 of lease.</p>	

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R128 SS=E	<p><b>V. RESIDENT CARE AND HOME SERVICES</b></p> <p><b>5.5 General Care</b></p> <p><b>5.5.c Each resident's medication, treatment, and dietary services shall be consistent with the physician's orders.</b></p> <p>This REQUIREMENT is not met as evidenced by: Based on staff interview and record review there was a failure to ensure medications were administered according to physician's orders for two residents (Resident #1 and Resident #3). Findings include:</p> <p>1. Per record review Resident #1 received orders for Diclofenac Gel (pain medication) applied topically four times daily for 5 days on 3/10/22. The medication order was entered in Resident #1's MAR (Medication Administration Record) for a period of 4 days. Staff initials in Resident #1's MAR for March 2022 indicated Diclofenac was given 12 times and missed 4 times, and Medication Notes for March 2022 documented Diclofenac Gel was "unavailable" from 3/11/22 -3/14/22.</p> <p>The facility Medication Program Policy effective 2/15/20 states "...medication must be received in the Community timely to ensure the Resident receives each required dose. If medication is not received timely, staff will order the medication ...". The Director of Nursing and Executive Director failed to provide documentation Resident #1's Diclofenac Gel was delivered and administered as ordered in response to requests on the afternoons of 5/17/22 and 5/19/22.</p>	R128	<p>Staff has been educated on proper medication refill procedure. All staff will be updated by 8/3/2022. To ensure medications are available a letter will be sent to families advising medication refill policy. Notification to all families will be complete by 7/30/2022.</p> <p>Dayshift LPN will audit medications weekly to follow up on orders to to ensure they have been received. RN/ DON will ensure this is completed weekly by conducting separate audit. Effective 7/25/2022.</p>		

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R128	Continued From page 3  2. Per record review Resident #1 is prescribed Allopurinol (for Gout) twice daily. Resident #1's MAR indicated Allopurinol was given as ordered every day in March of 2022, however Medication Notes for March 2022 documented Allopurinol was "unavailable" for all doses from 3/8/22 - 3/10/22; the evening dose on 3/11/22; and morning doses on 3/12/22, 3/23/22 and 3/24/22.  During an interview commencing at 2 PM on 5/19/22 the Director of Nursing confirmed Resident #1's Allopurinol was unavailable for administration beginning on 3/8/22. The Director of Nursing and Executive Director failed to confirm the date Resident #1's Allopurinol was delivered as requested during the interview at 2 PM and via email at 5:12 PM on 5/19/22.  3. Per record review Resident #3 is prescribed liquid Morphine Sulfate 0.25 ml at bedtime and every 3 hours as needed for pain and shortness of breath. His/her MAR for April 2022 documented one dose given at bedtime each night as ordered, and no administration of PRN (as needed) doses. On 4/4/22 Resident #3's Individual Narcotic Record documented administration of two incorrect doses of Morphine Sulfate, a 0.5 ml dose at 4 PM and a 1.25 ml dose at 9 PM.  At 12:45 PM on 5/16/22 the Director of Nursing confirmed the documentation in Resident #3's MAR and Individual Narcotic Record indicated incorrect doses were administered at 4 PM and 9 PM on 4/4/22.	R128	This was a self reported medication error.  Nurse was placed on immediate suspension pending investigation. We reported incident to Licensing and Protection and was told no further notification was necessary. Nurse was subsequently terminated. Abuse Neglect and Exploitation education was provided to staff on 6/18/2022. This includes reporting requirements. All staff that did not attend will be inserviced by 8/1/2022. Please see attached documentation and attendance sheet. ED will be responsible for all staff being inserviced.	
R136 SS=E	V. RESIDENT CARE AND HOME SERVICES	R136		

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R136	Continued From page 4  5.7. Assessment  5.7.c Each resident shall also be reassessed annually and at any point in which there is a change in the resident's physical or mental condition.  This REQUIREMENT is not met as evidenced by: Based on staff interview and record review there was a failure to assess 5 residents (Residents #1, #9, #13, #14 and #15) annually. Findings include:  On 5/19/22 during an interview commencing at 2 PM and via follow up email at 5:12 PM the Director of Nursing and Executive Director were requested to provide copies of the most recent Resident Assessments for a sample of 6 residents who had recurrent falls between 1/1/22 -5/19/22.  Per review of Resident Assessments provided by the Executive Director on 5/20/22, the most recent assessments for 2 residents (Residents #9 and #15) were completed more than one year before the date requested. Resident #9's most recent Resident Assessment was completed on 1/26/21 and Resident #15's was completed on 3/2/21.  Per communications at 12:35 PM and 2:49 PM on 5/20/22 the Executive Director confirmed s/he was unable to provide Resident Assessments for 3 residents (Resident's #1, #13 and #14).	R136	RN completed/updated assessments and care plans for residents #1, #9, #13, #14, #15 by 6/21/2022. Assessments and care plans will be completed upon admission, annually and as needed to reflect significant changes in residents condition. A tracker will be created to track all assessments and care plans by due dates. RN/DON will run report monthly and track due dates and completion dates. Effective 7/22/2022.	



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R145	<p>Continued From page 6</p> <p>diagnoses of peripheral vascular disease, hypothyroidism, and urinary incontinence. Resident #12's Care Plan contained a single entry for Risk for Falls and failed to address additional needs related to daily pain from skin conditions interfering with daily activities. Resident #13's Care Plan contained a single entry for Deficient Fluid Volume and failed to address his/her Risk for Falls. Resident #15's Care Plan contained a single entry for Risk for Falls and failed to address additional needs based on diagnoses of Renal Failure, Diabetes, Shortness of Breath, and history of Heart Attack.</p> <p>Per communications at 12:35 PM and 2:49 PM on 5/20/22 the Executive Director confirmed s/he was unable to provide a copy of a Care Plan for Resident #14 as requested.</p>	R145		
R155 SS=D	<p>V. RESIDENT CARE AND HOME SERVICES</p> <p>5.9.c. (12)</p> <p>Assume responsibility for staff performance in the administration of or assistance with resident medication in accordance with the home's policies.</p> <p>This REQUIREMENT is not met as evidenced by: Based on staff interview and record review the Director of Nursing failed to ensure medications for one resident (Resident #3) were administered according to facility policies. Findings include:</p> <p>Resident #3 is on hospice (end of life comfort care) and receiving treatment for peripheral neuropathy (pain/numbness from nerve damage)</p>	R155		



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R155	Continued From page 7  and a wound on his/her right foot. Resident #3's physician ordered Morphine Sulfate Solution by oral syringe at bedtime and as needed for pain and shortness of breath.  Per review of Individual Narcotic Records, Resident #3's Morphine Sulfate syringes were filled by facility staff including Med Techs (unlicensed staff delegated to administer medications by facility nursing staff), and nursing staff.  At 12:45 PM on 5/16/22 the Director of Nursing confirmed the facility Hospice Medication Procedure for administration of pain management medications via oral syringes to hospice patients dated 9/9/21 states, "Homestead staff (med techs and nurses) will require prefilled syringes for hospice pain management." and confirmed Resident #3's Morphine Sulfate syringes were filled by facility staff.	R155	We no longer accept liquid narcotics in a bottle. All liquid narcotics will be provided by the pharmacy/ hospice in pre-filled syringes. Pharmacy partners have been informed. Effective 6/21/2022. RN/DOW will ensure all nursing staff have been educated by 7/30/2022	
R161 SS=D	V. RESIDENT CARE AND HOME SERVICES  5.10 Medication Management  5.10.b The manager of the home is responsible for ensuring that all medications are handled according to the home's policies and that designated staff are fully trained in the policies and procedures.  This REQUIREMENT is not met as evidenced by: Based on staff interview and record review the Executive Director failed to ensure medications for one resident (Resident #3) were administered according to facility policies. Findings include:	R161		

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R161	Continued From page 8  Resident #3 is on hospice (end of life comfort care) and receiving treatment for peripheral neuropathy (pain/numbness from nerve damage) and a wound on his/her right foot. Resident #3's physician ordered Morphine Sulfate Solution by oral syringe at bedtime and as needed for pain and shortness of breath.  Per review of Individual Narcotic Records, Resident #3's Morphine Sulfate syringes were filled by facility staff including Med Techs (unlicensed staff delegated to administer medications by facility nursing staff), and nursing staff.  At 12:45 PM on 5/16/22 the Director of Nursing confirmed the facility Hospice Medication Procedure for administration of pain management medications via oral syringes to hospice patients dated 9/9/21 states, "Homestead staff (med techs and nurses) will require prefilled syringes for hospice pain management." and confirmed Resident #3's Morphine Sulfate syringes were filled by facility staff.	R161	We will no longer accept liquid narcotics in a bottle. All liquid narcotics will be provided by the pharmacy/hospice in pre-filled syringes. Pharmacy partners have been informed. Effective 6/1/2022 RN/DOW will ensure all nursing staff have been educated by 7/30/2022	
R162 SS=D	V. RESIDENT CARE AND HOME SERVICES  5.10 Medication Management  5.10.c. Staff will not assist with or administer any medication, prescription or over-the-counter medications for which there is not a physician's written, signed order and supporting diagnosis or problem statement in the resident's record.  This REQUIREMENT is not met as evidenced by:	R162		

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R162	Continued From page 9  Based on staff interview and record review there was a failure to ensure medication orders for one resident (Resident #1) were signed by a physician. Finding include:  Per review of records Resident #1 returned from an emergency room visit on 3/10/22 with a Patient Visit Information handout listing four prescriptions for pain medications for back pain including Acetaminophen 325 mg tablets, Lidocaine Topical Patches, Diclofenac Topical Gel, and Morphine Sulfate 15 mg tablets. The handout did not contain an electronic or handwritten physician's signature.  At 12:15 PM on 5/16/22 The Director of Nursing confirmed Resident #1's order for Morphine Sulfate tablets was not signed by a physician. At 3:48 PM on 5/17/22 The Director of Nursing confirmed Resident #1's orders for Acetaminophen 325 mg tablets, Lidocaine Patches, and Diclofenac Gel were not signed by a physician.	R162	<b>RN/DON will inservice and educate will ensure that all nursing staff are educated and understand what is needed to accept an electronic signed order. Completed by 7/30/2022</b>	
R176 SS=D	<b>V. RESIDENT CARE AND HOME SERVICES</b>  5.10 Medication Management  5.10.h (4)  Medications left after the death or discharge of a resident, or outdated medications, shall be promptly disposed of in accordance with the home's policy and applicable standards of practice.  This REQUIREMENT is not met as evidenced by:	R176	Medications that have been discontinued are outdated or belong to a resident that has been discharged, will be returned the the pharmacy or destroyed if directed, in real time. Please see attached policy for proper disposal of medications. Staff has been in serviced on proper documentation needed when medications are disposed. Relias training is available online for new hires and as a refresher. Please see attached policy and inservice. Completion by 7/30/2022.	

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R176	Continued From page 10  Based on staff interview and review of records there was a failure to dispose of outdated medications for one resident (Resident #1). Findings include:  Resident #1 received orders for Morphine Sulfate (narcotic pain medication) as needed for back pain for a period of 3 days on 3/10/22. Per review of a Medication Incident Report of a count discrepancy at 3 PM on 4/10/22, Morphine Sulfate tablets remained in stock for several weeks after the 3 day course of treatment had ended.  Per review of Resident #1's Individual Narcotic Record for Morphine Sulfate tablets the word "Wasted" appeared beside the signatures of two LPNs (Licensed Practical Nurses) and the Director of Nursing. The documentation did not include the date and number of tablets wasted.  At 12:20 PM on 5/16/22 the Director of Nursing confirmed Resident #1's Morphine Sulfate was wasted after the count discrepancy was reported on 4/10/22 and produced a document with the handwritten words "Morphine 15 mg tabs", "never taken", "sign outs missing", and "D/c'd (discontinued) 4/22/22". The Director of Nursing stated the handwritten document was a note indicating the medication was wasted on 4/22/22.	R176	Nursing staff have been educated on proper documentation needed when wasting medication. Please see attached policy and in service. Completion by 7/30/2022	
R191 SS=E	V. RESIDENT CARE AND HOME SERVICES  5.12 Records/Reports  5.12.c A home must file the following reports with the licensing agency:	R191		

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R191	Continued From page 11  5.12.c.(1) When a fire occurs in the home, regardless of size or damage, the licensing agency and the Department of Labor and Industry must be notified within twenty-four (24) hours. A written report must be submitted to both departments within seventy-two (72) hours. A copy of the report shall be kept on file.  5.12.c.(2) A written report of any accident or illness shall be placed in the resident's record. Any untimely deaths shall be reported and a record kept on file.  5.12.c. (3) A report of any unexplained absence of a resident from a home for more than 12 hours shall be reported to the police, legal representative and family, if any. The incident shall be reported to the licensing agency within twenty-four (24) hours of disappearance followed by a written report within seventy-two (72) hours, a copy of which shall be maintained.  5.12.c.(4) A written report of any breakdown or cessation to the home's physical plant's major services (plumbing, heat, water supply, etc.) or supplied service, which disrupts the normal course of operation. The licensee shall notify the licensing agency immediately whenever such an incident occurs. A copy of the report shall be sent to the licensing agency within seventy-two (72) hours.  5.12.c. (5) A written report of any reports or incidents of abuse, neglect or exploitation reported to the licensing agency.  5.12.c. (6) A written report of resident injury or death following the use of mechanical or chemical restraint.	R191		

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  <b>0605</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING: _____	(X3) DATE SURVEY COMPLETED  <b>C</b> <b>05/23/2022</b>
NAME OF PROVIDER OR SUPPLIER  <b>HOMESTEAD SENIOR LIVING</b>		STREET ADDRESS, CITY, STATE, ZIP CODE <b>64 HARBORVIEW DRIVE ST ALBANS, VT 05478</b>		
(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
R191	Continued From page 12  This REQUIREMENT is not met as evidenced by: Based on staff interview and review of records there was a failure to report suspected cases of abuse, neglect, or exploitation of 3 residents (Residents #1, #2, and #3) indicated by the discovery of missing controlled substances belonging to Residents #1, #2, and #3 to the Division of Licensing and Protection. Findings include:  Per review of Medication Incident Reports facility staff reported discovery of missing controlled substances belonging to three residents (Residents #1, #2, and #3) discovered on 4/10/22 and 4/11/22.  1. On 4/10/22 staff discovered an entry dated 3/10/22 in Resident #1's Individual Narcotics Record for Morphine Sulfate (narcotic pain medication) was added after a medication count conducted at 8:45 PM on 4/9/22. Administration of Morphine Sulfate on 3/10/22 was not documented on Resident #1's Medication Administration Record (MAR).  2. On 4/10/22 staff also discovered Resident #2's Individual Narcotics Record for Alprazolam (anxiety medication) prescribed once daily at bedtime contained an entry for administration of an extra dose dated "4-22" at 10:25 PM between entries for doses given on 4/8/22 and 4/9/22. Administration of an extra dose of Alprazolam was not documented in Resident #2's MAR.  3. On 4/11/22 staff discovered Resident #3's Individual Narcotics Record contained an entry for an extra dose of Morphine Sulfate dated 4/10/22 was added after a medication count	R191	Abuse Neglect and Exploitation education was provided to staff on 6/18/2022. This includes reporting requirements. All staff that did not attend will be inserviced by 8/1/2022. Please see attached documentation and attendance sheet. ED will be responsible for all staff being inserviced.	

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  <b>0605</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING: _____	(X3) DATE SURVEY COMPLETED  <b>C</b> <b>05/23/2022</b>
NAME OF PROVIDER OR SUPPLIER  <b>HOMESTEAD SENIOR LIVING</b>		STREET ADDRESS, CITY, STATE, ZIP CODE <b>64 HARBORVIEW DRIVE ST ALBANS, VT 05478</b>		
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R191	Continued From page 13  conducted at 7 AM on 4/11/22. Administration of an extra dose of Morphine Sulfate was not documented in Resident #3's MAR.  At 3:54 PM on 5/17/22 the Director of Nursing confirmed staff discovered discrepancies in controlled substance counts and notified the Executive Director on 4/10/22. On the afternoon of 5/19/22 the Director of Nursing confirmed s/he and the Executive Director were notified of Medication Incident Reports for missing controlled substances discovered on 4/11/22. The Division of Licensing and Protection did not receive a report from The Executive Director or The Director of Nursing regarding suspected abuse, neglect, and exploitation indicated by missing controlled substances belonging to Residents #1, #2, and #3.	R191		
R206 SS=E	V. RESIDENT CARE AND HOME SERVICES  5.18 Reporting of Abuse, Neglect or Exploitation  5.18.a The licensee and staff shall report any case of suspected abuse, neglect or exploitation to the Adult Protective Services (APS) as required by 33 V.S.A. §6903. APS may be contacted by calling toll-free 1-800-564-1612. Reports must be made to APS within 48 hours of learning of the suspected, reported or alleged incident.  This REQUIREMENT is not met as evidenced by: Based on staff interview and review of records there was a failure to report suspected cases of abuse, neglect, or exploitation of 2 residents (Residents #1, and #2) indicated by the discovery	R206	Abuse Neglect and Exploitation education was provided to staff on 6/18/2022. All staff that did not attend will be inserviced by 8/1/2022. Please see attached documentation and attendance sheet. ED will be responsible for all staff being inserviced.	

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  <b>0605</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING: _____		(X3) DATE SURVEY COMPLETED  <b>C</b> <b>05/23/2022</b>
NAME OF PROVIDER OR SUPPLIER  <b>HOMESTEAD SENIOR LIVING</b>			STREET ADDRESS, CITY, STATE, ZIP CODE <b>64 HARBORVIEW DRIVE ST ALBANS, VT 05478</b>		
(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	
R206	<p>Continued From page 14</p> <p>of missing controlled substances belonging to Residents #1 and #2 to Adult Protective Services within 48 hours of learning of suspected incidents. Findings include:</p> <p>Per review of Medication Incident Reports facility staff reported discovery of missing controlled substances belonging to two residents (Residents #1 and #2) discovered on 4/10/22.</p> <p>1. On 4/10/22 staff discovered an entry dated 3/10/22 in Resident #1's Individual Narcotics Record for Morphine Sulfate (narcotic pain medication) was added after a medication count conducted at 8:45 PM on 4/9/22. Administration of Morphine Sulfate on 3/10/22 was not documented on Resident #1's Medication Administration Record (MAR).</p> <p>2. On 4/10/22 staff also discovered Resident #2's Individual Narcotics Record for Alprazolam (anxiety medication) prescribed once daily at bedtime contained an entry for administration of an extra dose dated "4-22" at 10:25 PM between entries for doses given on 4/8/22 and 4/9/22. Administration of an extra dose of Alprazolam was not documented in Resident #2's MAR.</p> <p>At 3:54 PM on 5/17/22 the Director of Nursing confirmed staff discovered discrepancies in controlled substance counts and notified the Executive Director on 4/10/22. Adult Protective Services did not receive report of potential drug diversion until 4/13/22.</p>	R206			



July 12, 2022

Dear Residents and Families,

I wanted to make you aware that as of May 23, 2022, we have revised our policy on resident falls and ambulance lift assistance. If any of the following are present, we will call 911:

- Injury is present or suspected
- Cognitively impaired
- Prescribed blood thinners
- Known to have hit their head
- If it is an unwitnessed fall
- With staff assistance resident is not able to get to a standing position

Also, please note:

- If your loved one is on Hospice, we will defer to Hospice prior to calling 911. Hospice will assess and determine the course of action needed.
- A charge may be incurred and billed from the ambulance company if resident needs lift assistance or if the resident declines to be transported to the hospital.

Staff will only assist resident to stand once an assessment has been done. Please call or email if you have any questions.

June 17, 2022

Dear Residents and Families,

I wanted to make you aware that as of May 23, 2022, we have revised our policy on resident falls and ambulance lift assistance. If any of the following are present, we will call 911:

- Injury is present or suspected
- Cognitively impaired
- Prescribed blood thinners
- Known to have hit their head
- If it is an unwitnessed fall
- With staff assistance resident is not able to get to a standing position

Staff will only assist resident to stand once an assessment has been done.

Please call or email if you have any questions.

Thank you,

*Mary*



**MH Homestead Operating, LLC dba Homestead  
Senior Living**

**RESIDENT'S ADMISSION AGREEMENT**

**Mission Statement**

To make a difference in the changing lives of seniors by providing a safe homelike community with a compassionate and caring staff.

**Statement of Philosophy**

Our philosophy at Homestead Senior Living is to provide a supportive community that enables our residents to maintain their independence, dignity and self-respect; an environment that recognizes individuality but with a strong sense of family values. We acknowledge that each Resident is unique with varied physical, emotional, and spiritual needs.

We try to ensure that all of our staff are kind, attentive, and are an extension of our resident's family. We want our residents to call Homestead Senior Living their home; to feel safe, comfortable and cared for, having their lives enhanced because they have chosen to live here.

## Agreement between Parties

This agreement is made between MH Homestead Operating, LLC dba Homestead Senior Living (sometimes referred to as "We" or "Homestead Senior Living" or the "Community") and \_\_\_\_\_ ("Resident") and \_\_\_\_\_ ("Legal Representative").

The Community Homestead Senior Living is located at 64 Harbor View Road, St. Albans, VT 05478. Resident has applied for accommodations at Homestead Senior Living and Homestead Senior Living has accepted your application.

**Homestead Senior Living is a regulated Community licensed by the Vermont Agency of Human Services, Department of Aging and Independent Living (DAIL), as a Level III Residential Care Home. This agreement is a month-to-month agreement that may be terminated by either party for reasons set forth later in this agreement.**

Within the context of our above-stated philosophy and the requirements of the State of Vermont, an assessment has been made to determine the amount of assistance which will be necessary for the resident to carry out Activities of Daily Living Functions (ADL). This assessment is initially made prior to admission on the residential care program, but is completed in a more thorough and documented fashion throughout the first two (2) weeks of residency, and in fact, is an ongoing part of our nursing overview.

### Minimum Health Requirements for Admission

As a regulated Community, we are licensed to provide personal and supportive services as well as nursing services, to meet the needs and care plans of residents. A minimum level of health has been defined to include:

- The absence of acute medical needs that require skilled nursing services
- Behavioral symptoms that can consistently respond to appropriate intervention
- Cognitive impairment at a moderate or lesser degree of severity
- Mobility, ambulation, and transfer needs that can be met by one staff member.

The Administrator shall have final decision of appropriateness for admission to the residential care program at Homestead Senior Living, within the above guidelines, and those established by the regulatory authority.

### Charges

1. **Monthly Rate.** The Resident and/or Legal Representative shall pay the sum of \_\_\_\_\_ per month for residence at Homestead Senior Living for Unit \_\_\_\_\_, effective \_\_\_\_\_.
2. **Due Upon Admission.** Upon Admission, the Resident and/or Legal Representative shall pay in advance the pro-rata portion for the remainder of the current month during which admission occurs. The rental period will commence at the signing of the admission agreement.

3. **Payments – When Due.** As in other typical rental situations, payment is due on the first of the month. A bill will be sent out for rent and miscellaneous charges. Payment in full for such charges is due on or before the fifth (5<sup>th</sup>) day of the month; otherwise a delinquency charge of \$25.00 shall be added to the amount due for that month. **Note: Full payment is due even if the resident(s) is waiting for approval from or expecting payment from insurance/long term care policies, etc. If/when the payments are received they will be attributed to the resident(s) account. All residents must keep their accounts current (nothing past due) regardless of payment method. Payments more than thirty (30) days late will be subject to an additional 1.5% per month fee.**
4. **Adjustments in Rental Rate.** Homestead Senior Living shall notify the Resident and/or Legal Representative at least thirty (30) days in advance of any change in the rental rate to be charged.
5. **Delinquent Accounts. Collection Costs.** In the event any charges remain unpaid for thirty (30) days following billing then the Resident and/or Legal Representative shall be notified of such delinquency and given thirty (30) days either to bring the account current or to vacate the Community. The Resident and/or Legal Representative shall be responsible for the reasonable costs of collection of such delinquent accounts, including reasonable attorney fees.
6. **In-Building Movement.** In the event Resident desires to change locations to another unit in the same building, your current admission agreement will be terminated and another admission agreement will be signed at the current rate. There will be a \$1,000 administrative fee for voluntary in-building moves. Rental charges will commence at the time of availability. The rent on the previous unit will terminate when the unit is vacated. You will be responsible for paying the actual cost of moving your personal items including furniture. If you choose to move units, a deduction will be made from your deposit to cover the costs of damage beyond normal wear and tear which could include new carpet, patching and painting the walls and cleaning your previous unit if necessary. You will be notified of the total cost for repairs.

### **Personal Care Services**

Our philosophy of care at Homestead Senior Living is to service the varying needs of our residents. Homestead Senior Living is a Residential Care home as well as a Supportive Independent Living community. We offer personal care services along with nursing supervision and overview in a residential setting. Each unit is a private studio, one or two bedroom apartment, complete with a kitchen area, private bath and lockable door. Each unit is equipped with individual thermostat to control heat and is prewired for private telephone and cable TV.

We offer different stages of personal care services where we physically assist the resident with Activities of Daily Living (ADL), such as assistance with bathing, dressing, eating, ambulating, toileting, or any other assistance where we physically touch the resident. Additionally, accompanying the resident to a physician's office, cueing a resident and redirecting someone with varying degrees of dementia would be considered personal care. By virtue of their function and responsibility, any service performed by the nursing staff, including medication management, direct nursing service, supervision, and overview,

would also fit under our classification of personal care. Documentation, consultation with physicians and other medical practitioners, as well as family members, would fall under nursing services. As the resident ages, the nurse involvement may increase and, as such, the personal care increases, although the direct physical contact may increase only slightly.

Every resident entering Homestead Senior Living as a residential care resident is entitled to all of the residential care services listed in the Accommodations/Services Provided section below. To determine which services are necessary to allow the resident to remain as independent as possible, the resident will undergo an initial two (2) week assessment by the nursing team at Homestead Senior Living. After this two week assessment period, the nurse manager, resident, and family will agree to a care plan of residential care services which may include some or all of the items listed below. As the resident's needs change, another assessment and adjustment in residential care services may be necessary.

As residents age in place their needs may become greater than the staff of Homestead Senior Living can provide or are allowed to provide under our licensing regulations. If it is determined that the Resident is in need of more assistance than is offered in this basic agreement, an additional care plan will be drawn up in consultation with the Resident, their family, doctor, and the Administrator of Homestead Senior Living. It will be determined what services will be required to satisfy the needs of the Resident, and the Department of Aging and Independent Living (DAIL), and to determine how these services will be provided, as well as the cost associated with these extra services so the Resident can remain at Homestead Senior Living. The extra service contract will become a part of the admission agreement as long as it is valid and necessary. The primary concern will be the safety and wellbeing of all Homestead Senior Living residents.

If a Resident decides to continue to reside at Homestead Senior Living, and there is need of supplemental services such as private duty, and a variance has been granted from the State, the Resident may arrange for the needed services from family, a private agency or individual persons at the Resident's sole expense. If the Resident requests this additional assistance from us and uses our staff for such assistance, there will be an extra charge added to the Resident's monthly fee. Regardless of how the extra assistance is obtained, Homestead Senior Living staff has ultimate responsibility for the Resident.

#### **Accommodations/Services Provided**

Each residential care resident is entitled to the accommodations/services listed below and we will work with the resident to determine which services listed below are necessary to ensure all of the resident's needs are being met and we are satisfying the regulations we operate under. Resident is able to defer or refuse certain services if they are able to be met in another way which will be documented and monitored by the nursing staff. Part of receiving services through the residential care agreement is that we will continually monitor the resident's care and adjust the care plan and level of care as the needs of the resident change.

1. **Room.** Homestead Senior Living shall provide a private room or apartment with a private bath according to availability, appropriateness, and preference as agreed upon by Homestead Senior Living and Resident/Legal Representative/family. We encourage residents to bring their own personal possessions and furnishings to personalize the apartment, and to make it as homey as you like with space and safety

in mind. You may not make any structural or physical changes to your apartment, unless expressly approved in writing by Homestead Senior Living. Any such alterations or improvements shall become the property of Homestead Senior Living.

Each resident is provided a call pendant which alerts the nurses and caregivers on duty. There is a phone outlet for a personal phone at your expense. The heat is regulated with an individually controlled thermostat. Heat and hot water are included with the unit as part of basic services.

All appliances within the unit, which are Homestead Senior Living property, will be maintained by us. All personal effects brought into the Homestead Senior Living by the resident must be safe and in good functioning condition and maintained at the Resident's expense. Electric heaters will not be allowed. Homestead Senior Living reserves the right to inspect and remove any faulty electrical devices or other unsafe furnishings.

2. **Board.** Each resident is provided with three (3) nutritious meals per day with some variety of choices. Meals are provided in the main dining room at specific posted times, however if a resident isn't feeling well, meals will be delivered to the residents' room. Therapeutic Diets per physician's orders are accommodated. Snacks are provided each evening, and as needed. A consulting dietician will assist any individual with a therapeutic diet. Specific supplements per physician's orders may require additional charge. Guests may join you at any meal; your guests meals are added to your monthly statement. We will try to be as accommodating as possible, but please give us as much notice as possible, preferably at least four (4) hours.
3. **Common Spaces.** Common spaces exist within the community. These spaces are always available for the residents to gather and entertain as if it was their home. The only restrictions on common spaces would be the needs of the other residents in terms of prior commitment and use.
4. **Laundry Services.** We will provide service for all the Resident's personal laundry, towels, and linen. Laundry will be done weekly and as necessary. Towels and linens will be furnished by the Homestead Senior Living, or the resident may use their own, whichever they prefer. Dry cleaning is sent out and done weekly at the Resident's expense.
5. **Housekeeping Services.** Each resident's apartment is cleaned weekly and supplied with toilet paper, and soap as part of our service. Trash and recyclables are picked up daily. Standard fluorescent bulbs will be supplied as needed at no charge.
6. **Maintenance.** Maintenance is available to every apartment for all issues associated with the unit as it was provided to you at the commencement of the lease. This includes all appliances, light fixtures and plumbing that were provided by the Homestead Senior Living. Any personal maintenance issues, such as instillation of fans, repair of your own light fixtures, air conditioner or other personal devices including computers will be your responsibility.
7. **Transportation.** Homestead Senior Living will provide transportation for medical services and local community functions for up to four (4), twenty (20) miles round trips

per month at no charge. If We are going to provide the transportation **we must** schedule the appointment, by necessity. We will also provide a Homestead Senior Living staff member to escort the Resident to their appointments for up to a two (2) hour time frame. If the above guidelines are exceeded for any reason there will be a charge of \$25/hour. We will pay for the SSTA services following the same above guidelines if We are not able to offer appropriate transportation. If the needed transportation is outside of the maximum four trips, the Resident will be responsible for payment to SSTA. The activity department schedules trips and will provide transportation for community luncheons, activities and performances.

8. **Shopping.** Weekly shopping trips are scheduled and Resident's requested items can be purchased and billed onto the Resident's monthly statement. The Resident may also choose to shop for herself/himself and accompany the driver to purchase his or her own items. Shopping is done during a regularly scheduled shopping day.
9. **Hair Salon.** An in-house hair salon for men & women provides hair styling and barber services. Charges for salon services are added to your monthly statement. A nominal tip is also included, for your convenience.
10. **Activities & Entertainment.** A full calendar of events is available every month for your personal choice, including church services, special outings, entertainment and game playing, as well as exercise class, which emphasizes mobility exercises. Activities are diverse and dynamic, taking advantage of resident needs, special situations and seasonal interests.
11. **Newspapers & Mail.** The Burlington Free Press is available at the Resident's request and expense. They will bill you independently. The mail is sorted and available for your pick up from a central distribution point.
12. **Hospital Transfer.** Homestead Senior Living shall arrange for Resident's transfer to a hospital, nursing home or other in-patient medical Community if requested to do so by the Resident or Legal Representative, or by the Resident's treating physician. Additionally, if in its sole discretion Homestead Senior Living deems it necessary to make such transfers, they shall inform the Legal Representative of any such transfer as soon as possible under the circumstances. The cost of such transfer shall be borne entirely by the Resident and/or Legal Representative.
13. **Personal Care.** Personal care is offered as long as it does not exceed what We are licensed to provide. Depending on the stage of care the resident is receiving, it could include any of the following based on need, encompassing verbal reminders to hands-on assistance:
  - A. **Bathing & Personal Hygiene**  
Daily AM & PM care such as shaving, brushing teeth and grooming  
Weekly (minimum) tub bath or shower  
Manicures are available weekly
  - B. **Dressing & Undressing**  
Such as - shoes, stockings/socks, buttons, zippers  
Assist with braces, splints or other apparatus



**C. Eating & Mealtime**

May include cutting food, encouragement to complete meal  
Cueing & Reminders of mealtimes  
Tray service if illness prevents the resident from coming to dining room

**D. Mobility & Transfers**

Assist as needed with all transfers to maintain safety  
Assistance with toileting  
Will supervise ambulation  
Will supervise exercise programs & ROM as recommended by MD or physical therapist  
Canes and Walkers are acceptable  
Wheelchairs are acceptable, if the resident is able to self-propel; however, We will assist with difficult maneuvers. Residents will be encouraged to walk as much as they individually are capable

**E. Bowel & Bladder Management**

Will assist with managing incontinence problems  
Colostomy and catheters are acceptable if resident is able to manage own care with supervision or minor assist.

**F. Ambulance services:**A charge may be incurred and billed from the ambulance company if resident needs lift assistance or if the resident declines to be transported to the hospital.

**14. Services.** There is a nurse available 24 hours a day in order to carry out hands-on Nursing Care, and to direct the nurse aides. This includes medication assistance or administration, assessment of any medical needs and coordinating Residents care with physician.

- A. We will order all medications from our pharmacy, at your expense, on your account.
- B. If you are able to self-medicate, We must have a MD order and will assist you in any way needed. Please consider allowing our staff to manage and administer your medications.
- C. We will ensure that all physicians' orders are obtained and updated as needed.
- D. Monitoring of vital signs, weight, blood sugars.
- E. Minor treatment & skin care.
- F. Supervise oxygen administration per MD orders.
- G. We will assess if there are any psychosocial needs and strive to meet those needs.
- H. If a Resident becomes terminally ill We can request a variance from the State of Vermont, which would allow the Resident to maintain their unit

in Homestead Senior Living and have the services of Hospice come into their apartment.

- I. Each resident at Homestead Senior Living must be under the continuing care of a local Physician. When requested by the Resident and/or legal Representative, We shall assist the Resident in obtaining local medical services; facilitate the scheduling of appointments, examinations, dental appointments and emergency treatment when necessary.

### **Termination of Agreement**

1. **By Resident.** A thirty-day (30-day) written notice from a Resident will terminate this agreement. The deposit will be refunded to you fifteen (15) days after personal effects are removed, less any deductions for damage to the Resident's room, any delinquency on the Resident's account, or any other valid deduction.
2. **By Medical Conditions.** If the medical condition of the Resident changes to such an extent that We can no longer adequately care for them, and the Resident moves to a more acute setting, such as a nursing home, no notice will be necessary. This month-to-month agreement shall terminate as soon as the Resident's personal effects are removed. It shall be the obligation of the family or Legal Representative to remove personal effects. All monies due and not deducted for damage to the Resident's room, any delinquency on the Resident's account or any other valid reason will be returned within fifteen (15) days of termination.
3. **By Homestead Senior Living.** We reserve the right to terminate this agreement upon thirty (30) days' notice, if We feel the placement is inappropriate, or unsafe. If the presence of the Resident in the Community poses a threat to the Resident, another resident, or a staff member, this agreement may be terminated immediately. Additionally, if, in our opinion the Resident or those around the Resident are threatened, We may obtain extra assistance at the Resident's expense.

You understand and agree that your age, application forms, financial statement, health history and medical report, personal interview and emergency information records are a part of this agreement and any material misrepresentation or omission made by you as to your age, finances, resources and health history shall render this agreement voidable at the option of Homestead Senior Living.

4. **Moving within Homestead Senior Living.** Please see **In-Building Movement** listed under Charges. The current agreement will terminate at the time all personal items are removed, the keys are returned and the apartment is vacated. You will be responsible for paying the actual cost of moving your personal items to the new unit including furniture. For damage and cleaning beyond normal wear and tear, an additional cost may be incurred and you will be notified of the cost of repairs.
5. **Involuntary Discharge.** Homestead Senior Living may involuntarily discharge Resident upon thirty (30) days' notice. The reasons for involuntary discharge include: if the Resident's care needs exceed those which Homestead Senior Living is licensed or approved through a variance to provide; if Homestead Senior Living is unable to meet the Resident's assessed needs; the Resident presents a threat to the Resident's self

or the welfare of other residents or staff; the discharge or transfer is ordered by a Court; or the Resident has failed to pay monthly charges for room, board and care in accordance with this agreement. There are channels for the Resident to appeal a notice of involuntary discharge, which will be furnished at the time notice is given.

6. **Emergency Discharge.** This agreement may be terminated by Homestead Senior Living upon less than thirty (30) days' notice to the Resident and/or Legal Representative in the event the Resident's attending physician documents in the Resident's record that the discharge or transfer is an emergency measure necessary for the health and safety of the Resident or other residents; a natural disaster or emergency necessitates the evacuation of residents from the home; the Resident presents an immediate threat to the health or safety of him or herself or others (in which case Homestead Senior Living shall seek permission from the licensing agency to discharge immediately, except if the immediate threat requires intervention of police, mental health crisis personnel, or emergency medical personnel who render the professional judgment that discharge or transfer must occur immediately); or when ordered or permitted by a Court.

### **Policies of Homestead Senior Living**

The Resident and Legal Representative agree to abide by all present and future policies duly enacted by Homestead Senior Living.

1. **Smoking.** Smoking is not permitted within the Community.
2. **Pets.** Homestead Senior Living is very aware of the therapeutic value of pets. Indeed, many of our activities are centered on pet therapy. We do allow residents to keep cats, and other small pets, provided they demonstrate that they or their family can care for the pet. Permission is given on individual basis, and We consider the pet, the Resident, and Homestead Senior Living as a whole in our decision. No pet should be allowed to roam free or intrude in the space of other residents. All appropriate shots and health records must be up to date and made available to us. A copy of the record will be included in our files. A \$ 1,000.00 non-refundable pet fee will be charged to offset the replacement of carpet. Damage to woodwork, furniture or walls beyond normal wear and tear may result in forfeiture of a portion of the deposit for restoration. We also reserve the right to rescind the approval of any pet and give notice that the pet must be removed if it proves to be disruptive or dangerous to other residents or is not properly cared for or neglected.
3. **Property Damage.** The Resident and/or Legal Representative agree to pay for any damage done by the Resident either to the Community's property or to any other resident's property. The Resident agrees to indemnify and to hold Homestead Senior Living harmless from and against any and all such claims for loss, or damage to, any other Resident's property. You agree to reimburse Homestead Senior Living for repairs above and beyond normal wear and tear.
4. **Indemnification.** The Resident and Legal Representative acknowledge that Homestead Senior Living is not an insurer of any resident's safety or welfare, and Homestead Senior Living assumes no liability whatsoever as such. The Resident and Legal Representative acknowledge that Homestead Senior Living does not guarantee,

endorse or certify the qualifications of any physician, nurse, aide, companion or in-patient medical Community to which a Resident is referred or from which the Resident receives treatment. The Resident and Legal Representative agrees to indemnify and to hold Homestead Senior Living harmless from and against any claims of personal injury or death arising out of the Resident's selection of or treatment by any such person or Community.

5. **Personal Belongings.** The Resident and/or Legal Representative shall assume full responsibility for loss or damage to, Resident's personal belongings, valuables, and/or money brought into the Community. We strongly encourage residents not to bring valuable jewelry and personal items into the Community, or to keep substantial amounts of cash on hand. The Resident may keep some cash in a safe, which is located in the office. The Resident and/or Legal Representative are encouraged to procure insurance coverage for personal belongings, at the Resident and/or Legal Representative's sole expense. In no event shall Homestead Senior Living assume any responsibility for loss of, or damage to, a Resident's personal property.
6. **Vacating Unit.** Upon termination of this agreement, all of your belongings should be removed from the unit and the pendent and any keys should be returned. It shall be the obligation of the family or Legal Representative to remove personal effects. We are able to dispose of items left behind in the unit for a minimum of \$150 which will be deducted from your deposit on file (note that larger items may incur larger fees for disposal). Until your apartment is vacated and a Room Vacancy Form has been signed and returned, you will be responsible for the monthly rent.
7. **Fees.** The following fees shall be assessed to the Resident, if occasion arises:
  - a) Returned checks        \$25.00 plus any bank penalties
  - b) Lost keys                \$20.00
  - c) Pendant                 \$175.00 to replace lost or damaged pendants
  - d) Misc. Charges         Notification will be given to resident/POA  
prior to supplies or services are provided

#### **Resident's Rights**

Upon admission, each resident receives a copy of the Resident's Rights. These rights are also posted on the wall near the nursing station. The State of Vermont has an Ombudsman who can be reached by phone or by mail, and We will provide contact information upon request.

#### **Advance Directives**

On or before admission you will be given information on your right under state law to formulate, or not to formulate, an advance directive for healthcare decision-making. It is the Resident's decision whether to complete these documents. If you already have these documents in place We would request a copy for your records.

I have read, or have had explained to my satisfaction, this admission agreement of Homestead Senior Living.

MH Homestead Operating, LLC dba Homestead Senior Living

Community Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Its: \_\_\_\_\_  
(name) (title)

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature of Resident or Guardian, if any, or POA Agent/Attorney-in-Fact, if any.**

**NOTE: If Resident has a Legal Guardian, then the Legal Guardian must sign for the Resident.**

Responsible Person Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: Even if the Responsible Party is also the Legal Guardian or POA Agent/Attorney-in-Fact and signed on the line above for the Resident, he or she still needs to sign on this line as the Responsible Party.**

**Responsible Party Contact Information:**

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**NOTE: Copies of any health care power of attorney, durable power of attorney, legal guardianship paperwork or conservatorship paperwork must be provided to the Community's Executive Director.**

\_\_\_\_\_  
Unit Reserved

\_\_\_\_\_  
Non-Refundable One-Time Community Fee

\_\_\_\_\_  
Date of Admission