STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
E 000	Initial Comments An unannounced recertification and complaint investigation survey was conducted on 10/23/23 through 10/26/23. The facility was found in compliance with the requirement CFR 483.73, Emergency Preparedness. Event ID #FTWL11.	E 000	An unannounced recertification and complaint investigation survey was conducted on 10/23/23 through 10/26/23. The facility was found in compliance with the requirement CFR 483.73, Emergency Preparedness. Event ID #FTWL11.	
F 000	INITIAL COMMENTS A recertification and complaint investigation survey was conducted from 10/23/23 through 10/26/23. Event ID# FTWL11. The following intakes were investigated NC00197904 and NC00207161. Two of the 2 complaint allegations did not result in deficiency.	F 000		
F 655 SS=C	Baseline Care Plan CFR(s): 483.21(a)(1)-(3) §483.21 Comprehensive Person-Centered Care Planning §483.21(a) Baseline Care Plans §483.21(a)(1) The facility must develop and implement a baseline care plan for each resident that includes the instructions needed to provide effective and person-centered care of the resident that meet professional standards of quality care. The baseline care plan must- (i) Be developed within 48 hours of a resident's admission. (ii) Include the minimum healthcare information necessary to properly care for a resident including, but not limited to- (A) Initial goals based on admission orders. (B) Physician orders. (C) Dietary orders.	F 655		11/23/23

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE | TITLE | (X6) DATE

Electronically Signed | 11/16/2023

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 655	Continued From page 1 (D) Therapy services. (E) Social services. (F) PASARR recommendation, if applicable. §483.21(a)(2) The facility may develop a comprehensive care plan in place of the baseline care plan if the comprehensive care plan- (i) Is developed within 48 hours of the resident's admission. (ii) Meets the requirements set forth in paragraph (b) of this section (excepting paragraph (b)(2)(i) of this section). §483.21(a)(3) The facility must provide the resident and their representative with a summary of the baseline care plan that includes but is not limited to: (i) The initial goals of the resident. (ii) A summary of the resident's medications and dietary instructions. (iii) Any services and treatments to be administered by the facility and personnel acting on behalf of the facility. (iv) Any updated information based on the details of the comprehensive care plan, as necessary. This REQUIREMENT is not met as evidenced by: Based on record review, staff and family interviews the facility failed to provide a written summary of the baseline care plan to the resident or family in 2 out of 2 residents (Resident # 21 and Resident #7). Findings included: 1a. Resident #21 was admitted into the facility on 8/16/23 with diagnoses including: dementia and anxiety.	F 655	Preparation or execution of this plan of correction does not constitute admission or agreement by Windsor point of the truth of the facts alleged or conclusions set forth in this statement of deficiency. This plan of correction is prepared and executed solely because it is required the by Federal and State regulation. This plan of correction is submitted in order to respond to the allegation of noncompliance cited during the 10/23/2023-10/26/2023 recertification	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 655	Continued From page 2 A review of Resident 21's admission Minimum Data Set (MDS) dated 8/24/23 revealed she had severe cognitive impairment. An interview conducted on 10/25/23 at 11:25 AM with her Family Member indicated the Family Member had not received a copy or a summary of the base line care plan, she was informed of and did attend the comprehensive care plan meeting. 1b. Resident #7 was admitted into the facility on 8/15/23. A review of Resident #7's admission MDS dated 8/24/23 revealed he was cognitively intact. An interview conducted with Resident #7 on 10/25/23 at 10:45 AM indicated he went to the comprehensive care plan meeting but he had not received a copy or summary of his baseline care plan. He further explained the baseline care plan had not been reviewed with him either. A telephone interview with the MDS Coordinator conducted on 10/25/23 at 1:52 PM revealed the MDS Coordinator verbally goes over the resident's baseline care plan with the resident and/or family but she does not provide a summary or a copy of the baseline care plan. An interview with the Director of Nursing conducted on 10/25/23 at 2:15 PM revealed she thought the MDS Coordinator went over the baseline care plan verbally with the resident and/or family and was not aware that a copy or summary of the baseline care plan was to be provided to the family and/or resident. An interview with the Administrator was conducted on 10/26/23 at 11:30 AM and revealed	F 655	survey. Resident #7 received a copy of the baseline care plan on 11/9/2023 which was reviewed on 11/9/2023. Resident #21 family member received a copy of the baseline care plan on 11/9/2023 which included a review on 11/9/2023. All other residents will continue to receive a copy of the reviewed baseline care plan within 48 hours of admission. All new residents will receive a written summary copy of the baseline care plan within 48 hours. A signed copy will be provided to the resident and/or family member after it is reviewed. The Director of Nursing educated the MDS Nurse regarding the requirements for the baseline care plan summary to be reviewed and a copy provided to the resident and/or family member within 48 hours of admission. An audit will be conducted by the Medical Records manager for 4 weeks to ensure that a copy of the baseline care plans are filed in the resident's medical chart with proof of review and copy provided. Identified trends will be presented to the QAPI committee to ensure ongoing compliance.	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 655	Continued From page 3 she was aware that the MDS Coordinator went over the baseline care plan verbally with the resident and/or their family. She further revealed in the future a copy or summary would be given either in person, email or mailed to the resident or family.	F 655		
F 656 SS=D	Develop/Implement Comprehensive Care Plan CFR(s): 483.21(b)(1)(3) §483.21(b) Comprehensive Care Plans §483.21(b)(1) The facility must develop and implement a comprehensive person-centered care plan for each resident, consistent with the resident rights set forth at §483.10(c)(2) and §483.10(c)(3), that includes measurable objectives and timeframes to meet a resident's medical, nursing, and mental and psychosocial needs that are identified in the comprehensive assessment. The comprehensive care plan must describe the following - (i) The services that are to be furnished to attain or maintain the resident's highest practicable physical, mental, and psychosocial well-being as required under §483.24, §483.25 or §483.40; and (ii) Any services that would otherwise be required under §483.24, §483.25 or §483.40 but are not provided due to the resident's exercise of rights under §483.10, including the right to refuse treatment under §483.10(c)(6). (iii) Any specialized services or specialized rehabilitative services the nursing facility will provide as a result of PASARR recommendations. If a facility disagrees with the findings of the PASARR, it must indicate its rationale in the resident's medical record. (iv)In consultation with the resident and the resident's representative(s)- (A) The resident's goals for admission and	F 656		11/23/23

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 656	Continued From page 4 desired outcomes. (B) The resident's preference and potential for future discharge. Facilities must document whether the resident's desire to return to the community was assessed and any referrals to local contact agencies and/or other appropriate entities, for this purpose. (C) Discharge plans in the comprehensive care plan, as appropriate, in accordance with the requirements set forth in paragraph (c) of this section. §483.21(b)(3) The services provided or arranged by the facility, as outlined by the comprehensive care plan, must- (iii) Be culturally-competent and trauma-informed. This REQUIREMENT is not met as evidenced by: Based on record reviews and staff interviews the facility failed to follow a resident's care plan for transfers for 1 out of 22 residents reviewed (Resident #19). Findings included: Resident # 19 was admitted into the facility on 12/15/21 with diagnoses that included Alzheimer's dementia. A review of Resident #19's most recent comprehensive care plan dated 9/20/23 stated that she was a 1 person assist with transfers via mechanical lift. Resident #19's most recent quarterly Minimum Data Set (MDS) dated 9/25/23 revealed she was severely cognitively impaired and was totally dependent on one staff member for transfers. On 10/25/23 at 9:28 AM an interview with Nursing Assistant #3, who was caring for Resident #19	F 656	Resident #19 care plan has been updated by the MDS Nurse to include both a 1 person stand pivot transfer and a mechanical lift transfer. All current residents were assessed by the MDS Nurse to establish that the facility is following care plans for transfers. 21 of the care plans addressed the status of the residents appropriately. No updates were required for the current residents. The MDS Nurse will inservice the Certified Nursing Assistatants regarding the requirement for changes in transfer assistance to be communicated to all staff. The MDS Nurse will audit 6 residents per month for 4 months to compare care plans with actual transfer status in order to establish accuracy. The results of	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 656	Continued From page 5 that day, revealed that she transferred Resident #19 using a stand pivot transfer. When asked if she knew that it was care planned for a mechanical lift, she stated yes but that Resident #19 did not like the mechanical lift and Resident # 19 was able to stand long enough to complete a stand-pivot transfer. An interview with Nursing Assistant #4 conducted on 10/25/23 at 9:35 AM indicated that she used a stand pivot transfer when transferring Resident #19 from the bed to chair or chair to bed. When she was asked if she knew what the plan of care stated regarding transfers, she stated yes but that Resident #19 did not like the mechanical lift, and she was easy to transfer using the stand pivot method. An interview with the Director of Nursing on 10/25/23 at 10:10 AM revealed that she thought the plan of care stated that Resident #19could be either a stand-pivot or mechanical lift transfer and that staff should follow the plan of care. She further revealed that while two staff were the preference during a transfer with a mechanical lift one staff member was acceptable. An interview with the Administrator on 10/26/23 at 10:30 AM indicated that staff should always follow the plan of care in all areas of patient care including transfers	F 656	these audits will be reported to the QAPI committee to determine trends and needed revisions to policy to ensure ongoing compliance.	
F 847 SS=F	Entering into Binding Arbitration Agreements CFR(s): 483.70(n)(2)(i)(ii)(3)-(5) §483.70(n) Binding Arbitration Agreements If a facility chooses to ask a resident or his or her representative to enter into an agreement for binding arbitration, the facility must comply with all	F 847		11/23/23

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 847	Continued From page 6	F 847		

of the requirements in this section.

§483.70(n)(1) The facility must not require any resident or his or her representative to sign an agreement for binding arbitration as a condition of admission to, or as a requirement to continue to receive care at, the facility and must explicitly inform the resident or his or her representative of his or her right not to sign the agreement as a condition of admission to, or as a requirement to continue to receive care at, the facility.

§483.70(n)(2) The facility must ensure that:
(i) The agreement is explained to the resident and his or her representative in a form and manner that he or she understands, including in a language the resident and his or her representative understands;
(ii) The resident or his or her representative acknowledges that he or she understands the agreement;

§483.70(n)(3) The agreement must explicitly grant the resident or his or her representative the right to rescind the agreement within 30 calendar days of signing it.

§483.70(n) (4) The agreement must explicitly state that neither the resident nor his or her representative is required to sign an agreement for binding arbitration as a condition of admission to, or as a requirement to continue to receive care at, the facility.

§483.70(n) (5) The agreement may not contain any language that prohibits or discourages the resident or anyone else from communicating with federal, state, or local officials, including but not

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 847	Continued From page 7 limited to, federal and state surveyors, other federal or state health department employees, and representative of the Office of the State Long-Term Care Ombudsman, in accordance with §483.10(k). This REQUIREMENT is not met as evidenced by: Based on a review of the facility arbitration agreement and staff interview, the facility failed to allow residents/resident representatives the right to choose whether or not to enter into a binding arbitration agreement when they required a binding arbitration agreement to be signed as a condition of admission to the facility and as a requirement to continue to receive care. This agreement was provided in the admission packet and was required to be signed during the admission process and it remained in effect throughout a residents stay at any level of care within the continuing care community. This affected all facility residents. The findings included: A review of the facility's admission packet titled, "Resident Agreement Continuing Care Contract 2023/2024" was conducted on 10/23/2023. The arbitration agreement read in part, "In the event either party wishes to seek the enforcement of any remedy or bring any claim arising from or otherwise related to this Agreement of to the [Facility], the parties shall submit the matter to binding arbitration ..." During the entrance conference on 10/23/2023 at 10:21 AM, the Administrator stated the facility did not have binding arbitration agreements. A follow up interview with the Administrator was	F 847	A new skilled nursing arbitration agreement specific to rsidents in certified nursing beds was has been prepared. The Administrator educated the Marketing Specialist regarding the terms of the new skilled nursing arbitration agreement and the Marketing Specialist expressed understanding of the agreement. All residents currently in the certified nursing beds were provided with a new skilled nursing arbitration agreement. All residents currently in certified skilled nursing beds and their responsible parties were given the opportunity to review the new arbitration agreement. The Marketing Specialist reviewed the skilled nursing arbitration agreement with residents and/or the responsible family member currently in the the skilled nursing beds. Education was provided during the review by the Marketing Specialist to explain that the agreement was not required in order to continue care and that the arbitration agreement could be rescinded within 30 days of signing the agreement as residents would not be bound bound by the arbitration provisions in Section IX, Paragraph G while in a skilled nursing bed.	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 847	Continued From page 8 completed on 10/23/2023 at 1:45 PM. The Administrator stated the arbitration agreement in the admission packet did not apply to the residents on the healthcare side of the facility in certified nursing home beds within continuing care community. She further stated that the residents on the healthcare side signed a new contract, and it did not contain an arbitration agreement. An interview was conducted with the Executive Director on 10/23/2023 at 1:55 PM. The Executive Director stated everyone signed the arbitration agreement when they signed up to live at the continuing care community. She further stated that either she or the Marketing Specialist were responsible for getting the contracts signed prior to admission. The Executive Director explained that the facility had been using the same arbitration agreement for 20 years. The Executive Director indicated the Marketing Specialist was unavailable at this time. A follow-up interview was conducted with the Executive Director on 10/24/2023 at 09:48 AM. The Executive Director stated she wanted to clarify that the residents were still bound by the arbitration contract when they were in the healthcare unit in certified nursing home beds. She indicated the Marketing Specialist was still unavailable. An interview was conducted with the Administrator on 10/26/2023 at 1:31 PM. The Administrator stated that she had not realized that the arbitration agreement applied to the residents on the healthcare unit. She further stated she had not been aware they were out of compliance with the regulation.	F 847	The new skilled nursing arbitration agreement indicating whether a skilled accepted or rejected the arbitration agreemtn will be placed in each current resident's financial file. Prior to admission into a skilled nursing bed, the resident will be given the opportunity to accept or reject the skilled nursing arbitration agreement. The Administrator or designee will review the skilled nursing resident files for 3 months to enusre all of the residents have an excuted copy indication acceptance or rejection of the skilled nursing arbotration agreement. Any identified areas of concern will be addressed with corrections and the results of the review will be presented to the QAPI committee. Any and all required updatees will be initiated based on the Administrator's review with routine monitoring to ensure ongoing compliance.	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 848 SS=F	Binding Arbitration Agreements CFR(s): 483.70(n)(2)(iii)(iv)(6) §483.70(n)(2) The facility must ensure that: (iii) The agreement provides for the selection of a neutral arbitrator agreed upon by both parties; and (iv) The agreement provides for the selection of a venue that is convenient to both parties. §483.70(n)((6) When the facility and a resident resolve a dispute through arbitration, a copy of the signed agreement for binding arbitration and the arbitrator's final decision must be retained by the facility for 5 years after the resolution of that dispute on and be available for inspection upon request by CMS or its designee. This REQUIREMENT is not met as evidenced by: Based on record review of the facility arbitration agreement and staff interviews, the facility failed to provide an arbitration agreement that provided for 1) a selection of a neutral arbitrator agreed upon by both parties and 2) the selection of a venue that was convenient to both parties. This agreement was provided in the admission packet and was required to be signed during the admission process and it remained in effect throughout a residents stay at any level of care within the continuing care community. This affected all facility residents. Findings included: A review of the facility's admission packet titled, "Resident Agreement Continuing Care Contract 2023/2024" was conducted on 10/23/2023. The arbitration agreement read in part, "In the event either party wishes to seek remedy or bring any claim arising from or otherwise related to this	F 848	New skilled nursing arbitration agreement specific to residents in skilled nursing beds was prepared. The skilled nursing new arbitration agreement noted that it was applicable to claims and remedies that would arise during a skilled nursing stay, that arbitration would be conducted by a neutral arbitrator agreed to by the parties, and agreement on a convenient venue. The new arbitration agreement stated that when the facility and a resident resolved a dispute through arbitration the signed arbitration agreement and arbitrator's final decision will be retained by Windsor Point for 5 years and be available for inspection upon request by CMS or its designee. The Administrator educated the Marketing Specialist regarding the terms of the new skilled nursing arbitration agreement and	11/23/23

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 848	Continued From page 10 Agreement or to [Facility], the parties shall submit the matter to binding arbitration..." It further read in part, "Should arbitration between the parties become necessary or ensue, the parties agree that Wake County, North Carolina is a convenient forum and the only forum selection ..." The agreement listed, "Without waiving the arbitration provisions of this agreement, the parties agree that, should litigation between the parties for any reason becomes necessary or ensues, state courts located in Wake County, North Carolina and the federal courts for the Eastern District of North Carolina are convenient forums and are the only forums in which a claim arising from or related to [Facility] may be filed, or litigated, and both parties submit to the jurisdiction of these courts and waive their right to commence or maintain litigation in any other forum." During the entrance conference on 10/23/2023 at 10:21 AM, the Administrator stated the facility did not have binding arbitration agreements. A follow up interview with the Administrator was completed on 10/23/2023 at 1:45 PM. The Administrator stated the arbitration agreement in the admission packet did not apply to the residents on the healthcare side of the facility in certified nursing home beds within the continuing care community. She further stated that the residents on the healthcare side signed a new contract, and it did not contain an arbitration agreement. An interview was conducted with the Executive Director on 10/23/2023 at 1:55 PM. The Executive Director stated everyone signed the arbitration agreement when they signed up to live at the continuing care community. She further	F 848	she indicated understanding regarding the same via her signature. All current skilled nursing residents were provided with a new skilled nursing arbitration agreement. All current skilled nursing residents and their responsible parties were given opportunity to review the new skilled nursing arbitration agreement. The Marketing Specialist reviewed the new skilled nursing arbitration agreement with current skilled nursing residents and responsible parties and explained that arbitration will be conducted by a neutral arbitrator chosen by the parties, at a convenient venue. The new skilled nursing arbitration agreement that specified whether a resident was accepting or rejecting binding arbitration was placed in each current skilled nursing resident's financial file. Prior to admission into a skilled nursing bed, the resident will be given the opportunity to accept or reject the skilled nursing arbitration agreement. When the facility and a resident resolve a dispute through arbitration the signed arbitration agreement and arbitrator's final decision will be retained by Windsor Point for 5 years in the resident's financial files and be available for inspection upon request by CMS or its designee. The Administrator will review the skilled	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 848	Continued From page 11 stated that either she or the Marketing Specialist were responsible for getting the contracts signed prior to admission. The Executive Director explained that the facility had been using the same arbitration agreement for 20 years and was unaware that the regulation required the selection of a neutral arbitrator agreed upon by both parties and the selection of a venue that was convenient to both parties. She indicated the Marketing Specialist was unavailable at this time. A follow-up interview was conducted with the Executive Director on 10/24/2023 at 09:48 AM. The Executive Director stated she wanted to clarify that the residents were still bound by the arbitration contract when they were in the healthcare unit in certified nursing home beds. She indicated the Marketing Specialist was still unavailable. An interview was conducted with the Administrator on 10/26/2023 at 1:31 PM. The Administrator stated that she had not realized that the arbitration agreement applied to the residents on the healthcare unit. She further stated she had not been aware they were out of compliance with the regulation as their agreement did not provide for the selection of a neutral arbitrator agreed upon by both parties and the selection of a venue that was convenient to both parties.	F 848	nursing resident files for 3 months to ensure all of the residents have executed copies accepting or rejecting the skilled nursing arbitration agreement; Any identified areas of concern will be addressed with corrections and the results of the review will be presented to the QAPI committee. Any and all required updated will be initiated based on the Administrator review. Routine monitoring will continue if necessary to remain compliance.	
F 851 SS=F	Payroll Based Journal CFR(s): 483.70(q)(1)-(5) §483.70(q) Mandatory submission of staffing information based on payroll data in a uniform format. Long-term care facilities must electronically submit to CMS complete and accurate direct care	F 851		11/23/23

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 851	Continued From page 12	F 851		

staffing information, including information for agency and contract staff, based on payroll and other verifiable and auditable data in a uniform format according to specifications established by CMS.

§483.70(q)(1) Direct Care Staff.
Direct Care Staff are those individuals who, through interpersonal contact with residents or resident care management, provide care and services to allow residents to attain or maintain the highest practicable physical, mental, and psychosocial well-being. Direct care staff does not include individuals whose primary duty is maintaining the physical environment of the long term care facility (for example, housekeeping).

§483.70(q)(2) Submission requirements.
The facility must electronically submit to CMS complete and accurate direct care staffing information, including the following:
(i) The category of work for each person on direct care staff (including, but not limited to, whether the individual is a registered nurse, licensed practical nurse, licensed vocational nurse, certified nursing assistant, therapist, or other type of medical personnel as specified by CMS);
(ii) Resident census data; and
(iii) Information on direct care staff turnover and tenure, and on the hours of care provided by each category of staff per resident per day (including, but not limited to, start date, end date (as applicable), and hours worked for each individual).

§483.70(q)(3) Distinguishing employee from agency and contract staff.
When reporting information about direct care

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	1221 BROAD STREET FUQUAY VARINA, NC 27526

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 851	Continued From page 13 staff, the facility must specify whether the individual is an employee of the facility, or is engaged by the facility under contract or through an agency. §483.70(q)(4) Data format. The facility must submit direct care staffing information in the uniform format specified by CMS. §483.70(q)(5) Submission schedule. The facility must submit direct care staffing information on the schedule specified by CMS, but no less frequently than quarterly. This REQUIREMENT is not met as evidenced by: Based on record review and staff interviews the facility failed to electronically submit complete and accurate Registered Nurses hours based on payroll data to the Centers for Medicare and Medicaid (CMS) for the third quarter of 2023. Findings included: The payroll-based journal staffing report triggered for no Registered Nurses hours on four or more days. A review of the staffing sheets did not include Registered Nurses who were in the building 16 out of 92 days reviewed. A review of the payroll for those days revealed that there were Registered Nurses in the building for 8 consecutive hours on those days. An interview with the Director of Nursing on 10/26/23 at 10:40 AM revealed that she used to input the information into the payroll-based journal but that she no longer did the	F 851	No resident was identified to have been affected by Tag 0851. Other residents were not identified as having the potential to be affected by Tag 0851. Staffing will continue to be reviewed daily by the Director of Nursing to ensure 8 consecutive hours of RN coverage. The Administrator will accurately report RN coverage hours per Tag 0851 in the uniform format specified by CMS by ensuring that RN contract hours and DON non-exempt hours are counted accurately. Payroll Based Journal reports will be reviewed by the QAPI committee by month in order to identify any trends or patterns that need to be corrected to ensure ongoing compliance.	

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	345500	A. BUILDING _____ B. WING _____	C 10/26/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
WINDSOR POINT CONTINUING CARE	**1221 BROAD STREET FUQUAY VARINA, NC 27526**

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETION DATE
F 851	Continued From page 14 Administrator now completed that task, she was unable to state as to when the Administrator started inputting the data. She further revealed that she had used the staffing sheets to input the data. An interview with the Administrator on 10/26/23 at 11:25 AM indicated that she now puts in the data for the payroll-based journal, and she used the staffing sheets to ensure accuracy. She further indicated that there would be a continuous check to ensure that the Registered Nurses hours were accurately included in the payroll-based journal.	F 851		