

SUMMIT PLACE OF MOORESVILLE



January 24, 2019

NC Department of Health and Human Services
Division of Health Regulation
Construction Section
2705 Mail Service Center
Raleigh, NC 27699-2705

Re: Summit Place of Mooresville - HA Follow-Up Biennial Construction Survey
128 Brawley School Road
Mooresville, NC 28117
Iredell County
License #: HAL-049-030
FID #: 971550

Enclosed is the response of Summit Place of Mooresville for each rule violation/deficiency cited during the HA Follow-Up Biennial Construction Survey on January 3, 2019.

Respectfully,

A handwritten signature in black ink, appearing to read 'Shay Lingerfelt', written over a horizontal line.

Shay Lingerfelt
Executive Director
Email: SLingerfelt@5SSL.com
Office: 704-799-2712

Enclosures

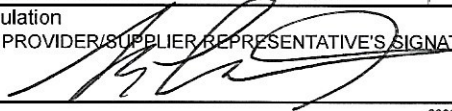
Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: HAL049030	(X2) MULTIPLE CONSTRUCTION A. BUILDING: 01 B. WING _____	(X3) DATE SURVEY COMPLETED R 01/03/2019
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NAME OF PROVIDER OR SUPPLIER SUMMIT PLACE OF MOORESVILLE	STREET ADDRESS, CITY, STATE, ZIP CODE 128 BRAWLEY SCHOOL ROAD MOORESVILLE, NC 28117
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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
{C 000}	Initial Comments Report of a Biennial Follow Up Construction Survey by Ed, conducted on January 3, 2019. Deficiencies were cited that will require a new Plan of Correction..	{C 000}		
{C 101}	Existing Licensed Fac- No less than '71 Rules SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0301 APPLICATION OF PHYSICAL PLANT REQUIREMENTS The physical plant requirements for each adult care home shall be applied as follows: (2) Except where otherwise specified, existing licensed facilities or portions of existing licensed facilities shall meet licensure and code requirements in effect at the time of construction, change in service or bed count, addition, renovation, or alteration; however in no case shall the requirements for any licensed facility where no addition or renovation has been made, be less than those requirements found in the 1971 "Minimum and Desired Standards and Regulations" for "Homes for the Aged and Infirm", copies of which are available at the Division of Health Service Regulation at no cost; This Rule is not met as evidenced by: 1. Based on observation and interview with Maintenance Director, the facility failed to meet the Code requirements in effect at the time of construction or alteration by not having all of the required working components for doors equipped for a "Special Locking" Arrangement. Findings on January 3, 2019: a. SCU Nurse Station - the central on/off emergency release switches for the "Special Locking" system is incapable of releasing the	{C 101}	<i>See Attached.</i>	

Division of Health Service Regulation
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE



TITLE

Regional Director of Operations 1/24/19

(X6) DATE

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: HAL049030	(X2) MULTIPLE CONSTRUCTION A. BUILDING: 01 B. WING _____	(X3) DATE SURVEY COMPLETED R 01/03/2019
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{C 101}	Continued From page 1 electromagnetic locks on exit doors near Bedroom 212, 216, 228 and SCU Living Room, to allow free egress. 2. Based on observation, the Fire Alarm system is not maintained in a safe and operating condition. Findings on January 3, 2019: a. Entire Building - when the fire alarm is activated, the hold open devices released their doors closing the openings in the smoke compartments. When the fire alarm system is put into silence mode, these hold open devices reenergized, which allows the smoke compartment doors to be held open during an alarm.	{C 101}	<i>See Attached.</i>	
{C 166}	Housekeeping-Maintained Free of Hazards SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0306 HOUSEKEEPING AND FURNISHINGS (a) Adult care homes shall: (5) be maintained in an uncluttered, clean and orderly manner, free of all obstructions and hazards; (e) This Rule shall apply to new and existing facilities. This Rule is not met as evidenced by: 1. Based on Observation, the Building was not maintained free of hazards, if oxygen cylinders fall, breaking their valves, propelling the cylinder, and turning it into a dangerous projectile. Findings on January 3, 2019: b. Bedroom 112 - several portable medical oxygen cylinders are standing up in a plastic crate not physical secured in racks, stands or chained	{C 166}		

Division of Health Service Regulation

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{C 166}	Continued From page 2 to the structure.	{C 166}		
{C 189}	<p>Building Equipment Maintained Safe, Operating</p> <p>SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0311 OTHER REQUIREMENTS</p> <p>(a) The building and all fire safety, electrical, mechanical, and plumbing equipment in an adult care home shall be maintained in a safe and operating condition.</p> <p>(k) This Rule shall apply to new and existing facilities with the exception of Paragraph (e) which shall not apply to existing facilities.</p> <p>This Rule is not met as evidenced by:</p> <p>1. Based on observation, the building's emergency equipment was not maintained in a safe and operating condition. This would affect all if they could not promptly find their way to an exit during an emergency.</p> <p>Findings on Janaury 3, 2019:</p> <p>a. Women - the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.</p> <p>b. Men - the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.</p> <p>c. Front Living Room- the exit sign did not illuminate on backup power when tested.</p> <p>d. Corridor near Bedroom 109 - the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.</p> <p>e. Corridor near Bedroom 117 - the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.</p>	{C 189}	<i>See Attached.</i>	

Division of Health Service Regulation

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{C 189}	Continued From page 4 into its frame when closed. f. Bedroom 208 - the corridor door did not latch into its frame when closed. Contractor had not completed work. 7. Based on observation the Building was not maintained in a safe, in good operating condition and Code compliant because doors took more opening force than allowed by North Carolina State Building Code. Findings on January 3, 2019: a. Bedroom 215 - the corridor door hits its doorframe, requiring more than 15 pounds of force to open the door.	{C 189}	<i>See Attached.</i>	
{C 199}	Exhaust Ventilation SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0311 OTHER REQUIREMENTS (g) The spaces listed in this Paragraph shall be provided with exhaust ventilation at the rate of two cubic feet per minute per square foot. This requirement does not apply to facilities licensed before April 1, 1984, with natural ventilation in these specified spaces: (1) soiled linen storage; (2) soil utility room; (3) bathrooms and toilet rooms; (4) housekeeping closets; and (5) laundry area. (k) This Rule shall apply to new and existing facilities with the exception of Paragraph (e) which shall not apply to existing facilities. This Rule is not met as evidenced by: 1. Based on Observation and testing with a thin plastic sheet, the facility failed to maintain the ventilation system in proper working order. This	{C 199}		

Division of Health Service Regulation

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{C 199}	Continued From page 5 could affect all residents, staff, and visitors by preventing the exhausting of odors. Findings on Janaury 3, 2019: a. Women - the required exhaust ventilation system did not work. b. Men - the required exhaust ventilation system did not work. c. Staff Toilet Room - the required exhaust ventilation system did not work. d. Kitchen Mop Closet - the required exhaust ventilation system did not work. e. AL Nursing Office Bathroom - the required exhaust ventilation system did not work. f. Bedroom 110 Bathroom - the required exhaust ventilation system did not work. g. Bedroom 228 Bathroom - the required exhaust ventilation system did not work. Motors are scheduled to arrive next week, installation to follow.	{C 199}	<i>See Attached.</i>	

**Summit Place of Mooresville
HA Follow-Up Biennial Construction Survey
Plan of Correction
Facility License # HAL-049-030**

1) 10A NCAC 13F .0301 Application of Physical Plant Requirements – Based on observation and interview with Maintenance Director, the facility failed to meet the Code requirements in effect at the time of construction or alteration by not having all of the required working components for doors equipped for a "Special Locking" Arrangement. Findings on January 3, 2019:

- a. SCU Nurse Station - the central on/off emergency release switches for the "Special Locking" system is incapable of releasing the electromagnetic locks on exit doors near Bedroom 212, 216, 228 and SCU Living Room, to allow free egress.

A) The alleged deficient practice will be/has been corrected for the listed residents by taking the following action:

- a. SCU Nurse Station - the central on/off emergency release switches for the "Special Locking" system was repaired on 1/10/19 by an approved vendor.
- b. Exit doors near Bedroom 212, 216, 228 and SCU Living Room – the special locking will be repaired by 1/10/19 by an approved vendor.

B) Other residents potentially affected by the same alleged deficient practice will be identified as follows:

All SCU residents could potentially be affected.

C) The following systemic changes will be made to ensure compliance with this regulation:

The Maintenance Director or designee will conduct random operational checks/inspections of the Special Locking system to ensure compliance.

D) The facility will monitor the corrective actions as follows:

The Maintenance Director or designee will conduct random operational checks/inspections of the Special Locking system to ensure compliance.

2) 10A NCAC 13F .0301 Application of Physical Plant Requirements – Based on observation, the Fire Alarm system is not maintained in a safe and operating condition.

- a. Entire Building – when the fire alarm is activated, the hold open devices released their doors closing the openings in the smoke compartments. When the fire alarm system is

put into silence mode, these hold open devices reenergized, which allowed the smoke compartment doors to be held open during an alarm.

A) The alleged deficient practice will be/has been corrected for the listed residents by taking the following action:

The hold open devices/fire alarm system was repaired by an approved vendor on 1/16/19. See attached work acknowledgement for services completed (Ref #2).

B) Other residents potentially affected by the same alleged deficient practice will be identified as follows:

All residents could potentially be affected.

C) The following systemic changes will be made to ensure compliance with this regulation:

The Maintenance Director or designee will conduct routine operational checks/inspections of the hold open devices during community fire drills to ensure compliance.

D) The facility will monitor the corrective actions as follows:

The Maintenance Director or designee will conduct routine operational checks/inspections of the hold open devices during community fire drills to ensure compliance.

3) 10A NCAC 13F .0306 Housekeeping and Furnishings – Based on Observation, the Building was not maintained free of hazards, if oxygen cylinders fall, breaking their valves, propelling the cylinder, and turning it into a dangerous projectile. Findings on January 3, 2018:

- a. Bedroom 112 - several portable medical oxygen cylinders are standing up in a plastic crate not physically secured in racks, stands or chained to the structure.

A) The alleged deficient practice will be/has been corrected for the listed residents by taking the following action:

- a. Bedroom 112 - the portable medical oxygen cylinders were secured in a rack on 1/4/19.

B) Other residents potentially affected by the same alleged deficient practice will be identified as follows:

All residents could potentially be affected. A facility wide visual inspection was completed on 1/3/19 to ensure all oxygen cylinders were secured in racks.

C) The following systemic changes will be made to ensure compliance with this regulation:

Oxygen vendors will not be permitted to deliver oxygen cylinders without providing adequate oxygen cylinder racks. The Director of Resident Care or designee will conduct routine visual inspections to ensure oxygen cylinders are secured.

D) The facility will monitor the corrective actions as follows:

The Director of Resident Care or designee will conduct routine visual inspections to ensure oxygen cylinders are secured.

4) 10A NCAC 13F .0311 Other Requirements – Based on observation, the building's emergency equipment was not maintained in a safe and operating condition. This would affect all if they could not promptly find their way to an exit during an emergency.

Findings on October 3, 2018:

- a. Women - the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.
- b. Men - the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.
- c. Front Living Room- the exit sign did not illuminate on backup power when tested.
- d. Corridor near Bedroom 109 – the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.
- e. Corridor near Bedroom 117 – the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.
- f. Fire Wall Back side - the exit sign did not illuminate on backup power when tested.
- g. SCU Med Room - the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.
- h. Corridor across Bedroom 215 – the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.
- i. Corridor across SCU Mech room – the wall-mounted self-contained emergency light did not illuminate on backup power when the test button is pushed.

A) The alleged deficient practice will be/has been corrected for the listed residents by taking the following action:

Replacement lights and signs had already been ordered and arrived at the facility on 1/3/19.

- a. Women - the wall-mounted self-contained emergency light was replaced on 1/4/19.
- b. Men - the wall-mounted self-contained emergency light was replaced on 1/4/19.
- c. Front Living Room- the exit sign was replaced on 1/4/19.
- d. Corridor near Bedroom 109 – the wall-mounted self-contained emergency light was replaced on 1/4/19.
- e. Corridor near Bedroom 117 – the wall-mounted self-contained emergency light was replaced on 1/4/19.

- f. Fire Wall Back side - the exit sign was replaced on 1/4/19.
- g. SCU Med Room - the wall-mounted self-contained emergency light was replaced on 1/4/19.
- h. Corridor across Bedroom 215 – the wall-mounted self-contained emergency light was replaced on 1/4/19.
- i. Corridor across SCU Mech room – the wall-mounted self-contained emergency light was replaced on 1/4/19.

B) Other residents potentially affected by the same alleged deficient practice will be identified as follows:

All residents could potentially be affected. A facility wide operational inspection of all wall-mounted self-contained emergency lighting and exit signs was completed on 1/11/19 by the Maintenance Director.

C) The following systemic changes will be made to ensure compliance with this regulation:

The Maintenance Director or designee will conduct monthly operational inspections of all wall-mounted self-contained emergency lighting and exit signs to ensure compliance.

D) The facility will monitor the corrective actions as follows:

The Maintenance Director or designee will conduct monthly operational inspections of all wall-mounted self-contained emergency lighting and exit signs to ensure compliance.

5) 10A NCAC 13F .0311 Other Requirements – Based on observations, the Building was not maintained in a safe and operating condition. The fire sprinkler heads have become obstructed. This could affect all if the fire sprinkler heads' spray cannot reach are area of a room. Findings on January 3, 2019:

- a. Storage across from Bedroom 120 – items are being stored within the area 18 inches below the fire sprinkler head.

A) The alleged deficient practice will be/has been corrected for the listed residents by taking the following action:

- a. Storage across from Bedroom 120 – items were relocated to other areas on 1/15/19 to ensure compliance.

B) Other residents potentially affected by the same alleged deficient practice will be identified as follows:

All residents could potentially be affected. A facility wide visual inspection was completed on 1/15/19 to ensure all items were being stored were no higher than 18 inches below a fire sprinkler head.

C) The following systemic changes will be made to ensure compliance with this regulation:

The Maintenance Director or designee will conduct routine visual inspections of all areas to ensure compliance.

D) The facility will monitor the corrective actions as follows:

The Maintenance Director or designee will conduct routine visual inspections of all areas to ensure compliance.

6) 10A NCAC 13F .0311 Other Requirements – Based on Observation, the corridor doors and other smoke tight doors are not maintained in a safe and operating condition. This affects all by not containing smoke and fire in the room of origin. Findings on January 3, 2019:

- a. Kitchen to Dining - the door has a wedge holding the door open. This prevents the rapid release of the door with a light push or pull of the door, to close and latch. Deficiency corrected before Construction Surveyors departed site.
- b. Bedroom 106 - the corridor door did not latch into its frame when closed.
- c. Bedroom 200 - the corridor door did not latch into its frame when closed.
- d. Bedroom 208 - the corridor door did not latch into its frame when closed.

A) The alleged deficient practice will be/has been corrected for the listed residents by taking the following action:

At the time of the survey the contractor had not completed the repairs.

- a. Kitchen to Dining - Deficiency corrected before Construction Surveyors departed site. Additionally, the Dietary Team will be in-serviced not to hold open this door with a wedge.
- b. Bedroom 106 - the corridor door will be adjusted /repaired by 1/15/19.
- c. Bedroom 200 - the corridor door will be adjusted /repaired by 1/15/19.
- d. Bedroom 208 - the corridor door will be adjusted /repaired by 1/15/19.

B) Other residents potentially affected by the same alleged deficient practice will be identified as follows:

All residents could potentially be affected. A facility wide visual/operational inspection was completed on 1/15/19 to ensure all corridor and other smoke tight doors latched.

C) The following systemic changes will be made to ensure compliance with this regulation:

The Maintenance Director or designee will conduct routine visual/operational inspections of all corridor and other smoke tight doors latched.

D) The facility will monitor the corrective actions as follows:

The Maintenance Director or designee will conduct routine visual/operational inspections of all corridor and other smoke tight doors latched.

7) 10A NCAC 13F .0311 Other Requirements – Based on observation the Building was not maintained in a safe, in good operating condition and Code compliant because doors took more opening force than allowed by North Carolina State Building Code. Findings on January 3, 2018:

- a. Bedroom 215 - the corridor door hits its doorframe, requiring more than 15 pounds of force to open the door.

A) The alleged deficient practice will be/has been corrected for the listed residents by taking the following action:

- a. Bedroom 215 - the corridor door was adjusted /repaired on 1/15/19.

B) Other residents potentially affected by the same alleged deficient practice will be identified as follows:

All residents could potentially be affected. A facility wide visual/operational inspection was completed on 1/15/19 to ensure all corridor doors were compliant.

C) The following systemic changes will be made to ensure compliance with this regulation:

The Maintenance Director or designee will conduct routine visual/operational inspections of all corridor doors to ensure compliance.

D) The facility will monitor the corrective actions as follows:

The Maintenance Director or designee will conduct routine visual/operational inspections of all corridor doors to ensure compliance.

8) 10A NCAC 13F .0311 Other Requirements – Based on Observation and testing with a thin plastic sheet, the facility failed to maintain the ventilation system in proper working order. This could affect all residents, staff, and visitors by preventing the exhausting of odors. Findings on January 3, 2018:

- a. Women - the required exhaust ventilation system did not work.
- b. Men - the required exhaust ventilation system did not work.
- c. Staff Toilet Room - the required exhaust ventilation system did not work.
- d. Kitchen Mop Closet - the required exhaust ventilation system did not work.

- e. AL Nursing Office Bathroom - the required exhaust ventilation system did not work.
- f. Bedroom 110 Bathroom - the required exhaust ventilation system did not work.
- g. Bedroom 228 Bathroom - the required exhaust ventilation system did not work.

A) The alleged deficient practice will be/has been corrected for the listed residents by taking the following action:

The community had replacement ventilation system motors on order and they arrived for installation on 1/16/19. See attached invoice for the below services completed (Ref #8).

- a. Women - the required exhaust ventilation system was repaired on 1/16/19.
- b. Men - the required exhaust ventilation system was repaired on 1/16/19.
- c. Staff Toilet Room - the required exhaust ventilation system was repaired on 1/16/19.
- d. Kitchen Mop Closet - the required exhaust ventilation system was repaired on 1/16/19.
- e. AL Nursing Office Bathroom - the required exhaust ventilation system will be repaired by 1/16/19.
- f. Bedroom 110 Bathroom - the required exhaust ventilation system will be repaired by 1/16/19.
- g. Bedroom 228 Bathroom - the required exhaust ventilation system will be repaired by 1/16/19.

B) Other residents potentially affected by the same alleged deficient practice will be identified as follows:

All residents could potentially be affected. A facility wide inspection was completed on 1/17/19 to ensure all required exhaust ventilation systems were operational.

C) The following systemic changes will be made to ensure compliance with this regulation:

The Maintenance Director or designee will conduct routine inspections to ensure all required exhaust ventilation systems were operational.

D) The facility will monitor the corrective actions as follows:

The Maintenance Director or designee will conduct routine inspections to ensure all required exhaust ventilation systems were operational.

Respectfully,

Shay Lingerfelt
Executive Director

Ref # 2



WORK ACKNOWLEDGEMENT



Your Technician:
John Bober
On site 1/16/2019 at 2:35pm

From | BVS Systems Inc
18525 Statesville Rd Suite D7
Cornelius, NC 28031
(704) 896-9989

Job No. | 15795328
Type | Installation
PO No. |

Job For | Summit Place of Mooresville
128 Brawley School Road
Mooresville, NC 28117

Job Description

Install & Program IFP-1000 Fire Alarm Panel

Completed Services

Location - Building

Install & Program IFP-1000 Fire Alarm Panel.

Parts, labor and items used

		QTY
Other	Install & Program IFP-1000 Fire Alarm Panel	1

Files and Photos



Comments



John Bober
01/16/2019 02:37pm EST

Replaced Ifp1000 panel that was not working properly. Programmed and tested system and working properly.

Disclaimers and Warranties

GENERAL TERMS AND CONDITIONS

Although BVS Systems Inc. will respond to most requests for service, it is understood that BVS Systems Inc. will accept liability only for faulty workmanship as performed by our representatives. Service requests made as a result of normal equipment failure, customer abuse, fires, natural disasters, faulty wiring or electric problems will be charged at

Ref #2

scheduled rates.

BVS Systems Inc. reserves the right to implement a reasonable temporary surcharge to adjust for any rise in pricing structures for fuel and/or material that may be caused by natural disasters, supply shortages or any other means not directly in control of BVS Systems Inc.

If the use of a subcontractor is required due to proprietary systems or components, BVS Systems Inc. will charge at the subcontractors rate plus 20%.

BVS Systems Inc. will perform your regularly scheduled (quarterly, semi-annual or annual) inspections anytime during the month of their expiration unless special arrangements have been made otherwise.

If special materials (those not normally carried on our vehicles) or Fabrication of material is needed, BVS Systems Inc. will charge for both Fabrication Labor at \$68.00/man hour as well as Truck, Lift, Freight and/or Equipment Expenses.

If any pipe and/or materials are stored onsite or our shop, BVS Systems Inc. reserves the right to invoice for these materials as deemed necessary. If the project is delayed for any reason, BVS Systems Inc. will not be responsible for the condition of the stored pipe and/or materials as well as protection of the stored pipe and materials, storage costs, re-fabrication costs, cleaning of the pipe and fittings, corrosion, Microbiologically Influenced Corrosion (MIC) or anything else caused by the project delays.

BVS Systems Inc. will strive to do our best to avoid damage to other areas while performing our work but will not be held responsible for ceiling removal and/or replacement, painting and/or patching, carpet or furniture protection and protection of equipment from paint, spackle, etc. The property owner shall be solely responsible for securing the property, protecting furniture and equipment, and securing valuable items from damage.

BVS Systems Inc. typically travels in teams of two service technicians per vehicle which will be reflected in our billing for repairs to all systems excluding Portable Fire Extinguishers.

HAZARDOUS MATERIAL / ASBESTOS

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site, BVS Systems Inc., shall upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner in writing.

The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by BVS Systems Inc. and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The owner shall supply in writing, the names of the persons or agencies that have performed the testing or are to perform the task of removal or safe containment of the material or substance. BVS Systems Inc. shall notify the owner in writing of any objection to the proposed person or entity. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the owner and BVS Systems Inc.

To the fullest extent permitted by law, the owner shall indemnify and hold harmless BVS Systems Inc. and its agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from performance of the work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) and provided that such damage, loss or expense is not due to the sole recklessness or intentional acts of the party seeking indemnity.

If BVS Systems Inc, without negligence, is held liable for the remediation of a hazardous material or substance solely by reason of performing work as described in the contract, the owner shall indemnify BVS Systems Inc. for all cost and expense thereby incurred.

PAYMENT TERMS

Invoicing is generated upon performance of a specific inspection or item in this Agreement. Payment is strictly due thirty (30) days from date of our Invoice unless special arrangements are made. You may opt to pay by check, cash, Master Card or Visa. New customers are required to complete a credit application or will be required to pay COD. Customer will be required to submit such financial information as BVS Systems Inc. may reasonably require for determination of credit terms.

If BVS Systems Inc. has not granted credit to customer, which it may do at its sole discretion, payment terms are cash on delivery. There will be a \$50.00 cancellation charge if customer does not have required COD at the time of service and must reschedule. All COD orders totaling \$1000 or more must be paid with certified funds (certified check, money order or cashiers check). There will be a \$35.00 service charge on all returned checks.

BVS Systems Inc. may at its sole discretion at any time change the terms of customers credit or require advance credit or payment by bank check. If BVS Systems Inc. reasonably believes a customers ability to make payments is impaired, BVS Systems Inc. may cancel any order or remaining balance thereof, and customer will remain liable to pay BVS Systems Inc. for products shipped or services already received.

If customer fails to make payment when due, without prejudice to any other right or remedy, (i) overdue sums will bear interest to date of payment at an annual rate of 18% or such lower rate as may be the maximum permitted by law and (ii) BVS Systems Inc. will be entitled to reimbursement for all costs of collection and reasonable attorneys fees.

BVS Systems Inc. reserves the right to refuse or delay any new service request or regularly scheduled maintenance due to lack of payment of previous services, at its sole discretion.

CENTRAL STATION MONITORING

The Customer understands that the signals from the electroprotective system which the Central Station Monitoring Center will monitor are transmitted over normal telephone lines, radio or cellular channels to the Central Station Monitoring Center. The Customer also understands that the Central Station Monitoring Center or BVS Systems cannot be responsible for any monitoring during periods when either Customers or Central Station Monitoring Centers telephone lines, radio or cellular channels are not working, or under any condition which would make it impossible to send a normal telephone, radio or cellular call from the Customers premises to the Central Station Monitoring Center.

The Central Station Monitoring Center or BVS Systems Inc. shall not be responsible for losses or damages suffered by the Customer caused by: (a) defects or deficiencies in the electro-protective system owned by the Customer and (b) delay in response time or failure to respond by any person or authority notified by the Central Station Monitoring Center or BVS Systems Inc. according to the Customers instructions in this contract.

It is also understood that although the Central Station Monitoring Center or BVS Systems Inc. is being paid to monitor system designed to reduce certain risks of loss or damage, the Central Station Monitoring Center or BVS Systems Inc. cannot guarantee that loss or damage will not occur. The Central Station Monitoring Center or BVS Systems Inc. is not an insurer against loss or damage. All insurance arrangements to cover loss or damage must be made separately by the Customer.

The Company or Dealer shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at any Subscriber's premises. The Central Station Monitoring Center or BVS Systems Inc. shall not be responsible for any fees, licenses or taxes imposed by any government authority.

LIMITATION OF LIABILITY

BVS Systems Inc. does not assume any responsibility for failure to operate or faulty operation as such failures may be due to causes beyond our control such as malicious tampering by owner or third parties, accidents, failure to perform required housekeeping/maintenance, failure to perform required modifications, acts of god, etc.

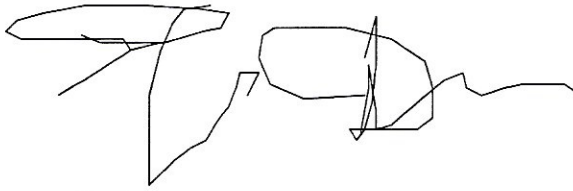
After any Inspection or Maintenance the fire protection system will be placed back into service with all components (Valves, Switches, Detectors, etc.) in operational condition by BVS Systems Inc. and henceforth the owner is responsible for further care and maintenance as described in the applicable codes and standards.

It is understood and agreed that BVS Systems Inc. is **NOT** an insurer and is **NOT** warranting or guaranteeing the adequacy, performance or life expectancy of any structure, item, component or system in the building. BVS Systems Inc. expressly waives any and all warranties, including any warranty for fitness for a particular product, connected with its work or the systems it implements, aside from those written warranties provided to the owner as a part of the contract for the work performed, if any. Further, it is mutually agreed that the maximum amount of joint and several liability BVS Systems Inc. can incur for any errors, mistakes, omissions, breach of contract, breach of warrantee[sic], negligence, negligent misrepresentation, negligent hiring, or any other theory of liability including violation of a statute or consumer protection act is strictly limited to the **FEE PAID** for the inspection and report.

Owner, on behalf of itself and its agents and employees, hereby covenants and agrees to release BVS Systems Inc. and its agents and employees from liability for any damages due solely to the negligence or gross negligence of BVS Systems Inc. and/or its agents and employees, which damages are connected with the services performed for the Owner.

Signature

01/16/2019 02:48pm EST

A handwritten signature in black ink, consisting of several overlapping loops and lines, enclosed within a dashed rectangular border.

Ref # 8

PO# 00274910
RQ# 00272060
RC# 000135063

The Silverado Group, Inc.
P.O. Box 784
Locust, NC 28097

Invoice

Date	Invoice #
1/23/2019	11104

Bill To
Five Star - Summit Place of Mooresville 128 Brawley School Road Mooresville, NC 28117

P.O. No.	Terms	Project
	Good for 30 days	

Quantity	Description	Rate	Amount
2	Replace bathroom exhaust fan motors	650.00	1,300.00
5	Replace belts on all bathroom exhaust fans	100.00	500.00
<input checked="" type="checkbox"/> Scanned to AP Non Urgent <input type="checkbox"/> Scanned to AP Urgent Date: <u>1-24-19</u> Time: <u>12:37pm</u>			
		Total	\$1,800.00