

<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTIONS</b>		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: <b>345396</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING B. WING	(X3) DATE SURVEY COMPLETED <b>03/19/2026</b>
NAME OF PROVIDER OR SUPPLIER <b>Smoky Mountain Health and Rehabilitation Center</b>			STREET ADDRESS, CITY, STATE, ZIP CODE <b>1349 Crabtree Road , Waynesville, North Carolina, 28785</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) COMPLETION DATE
E0000	Initial Comments  An unannounced recertification and complaint investigation survey was conducted on 03/16/2026 through 03/19/2026. The facility was found in compliance with the requirement CFR 483.73, Emergency Preparedness. Event ID #1F39CF-H1	E0000		04/03/2026
F0000	INITIAL COMMENTS  A recertification and complaint investigation survey was conducted from 03/16/2026 through 03/19/2026. Event ID# 1F39CF-H1. The following intakes were investigated #867168, #2670216, #2744516.  4 of 4 complaint allegations did not result in deficiency.	F0000		04/03/2026
F0605 SS = D	Right to be Free from Chemical Restraints  CFR(s): 483.10(e)(1),483.12(a)(2),483.45(c)(3)(d)(e)  §483.10(e) Respect and Dignity.  The resident has a right to be treated with respect and dignity, including:  §483.10(e)(1) The right to be free from any . . . chemical restraints  imposed for purposes of discipline or convenience, and not required to treat the  resident's medical symptoms, consistent with §483.12(a)(2).  §483.12  The resident has the right to be free from abuse, neglect, misappropriation of  resident property, and exploitation as defined in this subpart. This includes but is	F0605	On 3/18/2026, the Director of Nursing obtained a stop date for the PRN order antianxiety medication for resident #44. The order was updated to include a recommended stop date.  On 4/3/2026, the Director of Nursing initiated an audit of PRN psychotropic medications to ensure PRN psychotropic medications were limited to a duration of 14 days unless the attending physician or prescribing practitioner documented the rationale for the extended time in the medical record and indicated the specific duration. The Director of Nursing will address all areas of concern identified during the audit to include notification of the attending physician or prescribing practitioner for further orders. The audit will be completed by 4/10/2026.  On 4/3/2026, an in-service was initiated by the Administrator to the Director of Nursing and the Director of Nursing provided education to all nurses, med aides and Medical Director regarding PRN Psychoactive Medication Monitoring with emphasis on limiting the duration of as needed psychotropic medication use to a duration of 14 days unless the attending physician or prescribing practitioner documents the rational for the extended time in the medical record and indicates the specific duration. The in-service includes as needed antipsychotic medications	04/11/2026

Any deficiency statement ending with an asterisk (\*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See reverse for further instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE	TITLE	(X6) DATE
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F0605 SS = D	Continued from page 1 not limited to freedom from corporal punishment, involuntary seclusion and any  physical or chemical restraint not required to treat the resident's medical  symptoms.  §483.12(a) The facility must- . . .  §483.12(a)(2) Ensure that the resident is free from . . . . chemical restraints  imposed for purposes of discipline or convenience and that are not required to treat the resident's medical symptoms.  . . . .  §483.45(c)(3) A psychotropic drug is any drug that affects brain activities associated with mental processes and behavior. These drugs include, but are not limited to, drugs in the following categories:  (i) Anti-psychotic;  (ii) Anti-depressant;  (iii) Anti-anxiety; and  (iv) Hypnotic.  §483.45(d) Unnecessary drugs-General. Each resident's drug regimen must be free from unnecessary drugs. An unnecessary drug is any drug when used-  (1) In excessive dose (including duplicate drug therapy); or  (2) For excessive duration; or  (3) Without adequate monitoring; or  (4) Without adequate indications for its use; or  (5) In the presence of adverse consequences which indicate the dose should be reduced or discontinued; or  (6) Any combinations of the reasons stated in paragraphs (d)(1) through (5) of this section.  §483.45(e) Psychotropic Drugs. Based on a comprehensive	F0605	Continued from page 1 that require a 14-day stop date until a provider's visit was completed. In-service will be completed by 4/10/2026. After 4/10/2026, any nurse, medication aide or Medical Director who has not received the education will receive the education at their next scheduled shift. All newly hired nurses, medication aides and/or Medical Director including agency staff will be in-serviced during orientation regarding PRN Psychoactive Medication Monitoring and the need for stop dates.  The Director of Nursing or Assistant Director of Nursing will audit all newly written PRN psychotropic orders weekly x 4 weeks utilizing a Psychoactive Medication Audit Tool. This audit is to ensure that the duration of the as needed psychotropic medication is limited to 14 days unless the attending physician or prescribing practitioner documented the rational for the extended time in the medical records and as needed antipsychotic medications are limited to 14 days until an in-person provider visit is completed. The Director of Nursing or Assistant Director of Nursing will obtain a clarification order from the physician and retrain the nurse for any identified areas of concerns during the audit.  The DON will present the findings of the Psychoactive Medication Audit Tool to the Quality Assurance (QA) committee monthly for 1 month for review to determine trends and/or issues that may need further interventions put into place and to determine the need for further frequency of monitoring.  Date of Compliance: 4/11/2026	

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F0605 SS = D	<p>Continued from page 2 assessment of a resident, the facility must ensure that--</p> <p>§483.45(e)(1) Residents who have not used psychotropic drugs are not given these drugs unless the medication is necessary to treat a specific condition as diagnosed and documented in the clinical record;</p> <p>§483.45(e)(2) Residents who use psychotropic drugs receive gradual dose reductions, and behavioral interventions, unless clinically contraindicated, in an effort to discontinue these drugs;</p> <p>§483.45(e)(3) Residents do not receive psychotropic drugs pursuant to a PRN order unless that medication is necessary to treat a diagnosed specific condition that is documented in the clinical record; and</p> <p>§483.45(e)(4) PRN orders for psychotropic drugs are limited to 14 days. Except as provided in §483.45(e)(5), if the attending physician or prescribing practitioner believes that it is appropriate for the PRN order to be extended beyond 14 days, he or she should document their rationale in the resident's medical record and indicate the duration for the PRN order.</p> <p>§483.45(e)(5) PRN orders for anti-psychotic drugs are limited to 14 days and cannot be renewed unless the attending physician or prescribing practitioner evaluates the resident for the appropriateness of that medication.</p> <p>This REQUIREMENT is NOT MET as evidenced by:</p> <p>Based on record reviews and interviews with resident, staff and the Medical Director, the facility failed to ensure an as needed (PRN) psychotropic medication, Clonazepam (a medication primarily used for panic disorder), had a stop date of 14 days for 1 of 5 residents reviewed for unnecessary medications (Resident #44).</p> <p>Findings included:</p> <p>Resident #44 was admitted to the facility on 4/1/20 with diagnoses that included anxiety disorder.</p> <p>The quarterly Minimum Data Set assessment dated 12/6/25</p>	F0605		

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F0605 SS = D	<p>Continued from page 3 indicated Resident #44 was cognitively intact and that she received antianxiety medications during the assessment period.</p> <p>Resident #44's care plan last reviewed on 2/11/26 indicated the use of psychotropic medications with the potential for adverse effects. The goal was to show improvement in mood/decreased behaviors with minimal side effects of the medications taken through next review. Interventions included administering medications per physician's orders.</p> <p>A review of the physician's orders in Resident #44's medical record indicated an order dated 2/19/26 for Clonazepam oral tablet – give one tablet by mouth every 24 hours as needed for anxiety. There was no stop date for the PRN Clonazepam order, and it was entered into the electronic medical record by Nurse #1.</p> <p>An attempt was made to contact Nurse #1, but it was unsuccessful.</p> <p>A review of Resident #44's February and March 2026 medication administration records (MAR) indicated the PRN Clonazepam order that was initiated on 2/19/26 remained an active order. Further review of the MAR indicated Resident #44 received a dose of the PRN Clonazepam on 2/19/26 at 5:31 PM and this dose by administered by Nurse #2.</p> <p>An interview with Resident #44 on 3/18/26 at 3:07 PM revealed she had periods of anxiety which she received Clonazepam for. Resident #44 stated that she had an order to take one at bedtime and a PRN dose which she could get every 12 hours. Resident #44 stated that she did not remember when the order for the PRN dose started, but she has had it for a long time.</p> <p>An interview with Nurse #2 on 3/18/26 at 12:03 PM revealed Resident #44 had anxiety, and she had requested for a PRN dose of Clonazepam on occasion. Nurse #2 stated he could not remember what happened on 2/19/26 and he did not know how the order for PRN Clonazepam was obtained.</p> <p>An interview with the Unit Manager on 3/18/26 at 12:16 PM revealed she was not present on 2/19/26 when the order for PRN Clonazepam was started, but the Medical Director might have seen Resident #44 and told Nurse #1 to enter the medication order. The Unit Manager stated that she did not remember checking the order for PRN Clonazepam, but if she saw the order she would have obtained clarification because it should only be for 14 days for PRN psychotropic medications.</p>	F0605		

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F0605 SS = D	Continued from page 4  A phone interview with the Medical Director on 3/18/26 at 3:19 PM revealed he did not see Resident #44 on 2/19/26 and he did not know how the order for PRN Clonazepam got started on 2/19/26. The Medical Director stated that he suspected it was based on a pharmacy recommendation to try to decrease Resident #44's current Clonazepam dose. The Medical Director stated that he looked at the most recent psychiatric note, but it only indicated the PRN Clonazepam dose with no stop date. The Medical Director stated that the PRN Clonazepam should have a stop date of 14 days because it was a psychotropic medication and he did not know why the nurse put the order in without a stop date.  An interview with the Director of Nursing (DON) on 3/18/26 at 3:38 PM revealed the 2/19/26 order for PRN Clonazepam might have been a telephone order from the Medical Director, but it should have had a stop date of 14 days. The DON stated the Unit Manager usually verified new orders received from the medical providers, and they discussed the new orders daily at the morning meeting. The DON stated she was not sure how they had missed Resident #44's PRN Clonazepam order without a stop date.  An interview with the Administrator on 3/19/26 at 1:49 PM revealed they reviewed new medications in the morning meetings, but somewhere in the process Resident #44's PRN Clonazepam order that did not have a stop date got missed.	F0605		
F0812 SS = E	Food Procurement,Store/Prepare/Serve-Sanitary  CFR(s): 483.60(i)(1)(2)  §483.60(i) Food safety requirements.  The facility must -  §483.60(i)(1) - Procure food from sources approved or considered satisfactory by federal, state or local authorities.  (i) This may include food items obtained directly from local producers, subject to applicable State and local laws or regulations.  (ii) This provision does not prohibit or prevent facilities from using produce grown in facility gardens, subject to compliance with applicable safe growing and food-handling practices.	F0812	On 3/16/2026, the Dietary Manager discarded the two unopened cartons of thickened liquid past the "use by" date.  On 3/16/2026, the Dietary Manager removed all beverages (bottles of water) stored on the floor and placed them on the appropriate shelving.  On 4/3/2026, the Dietary Manager initiated an audit of the walk-in refrigerator, free-standing refrigerators, walk-in freezer, and dry storage areas to ensure (1) all food items were labeled with an "open" or "use by date" and that no items were stored past the "use by" date and (2) items were not stored on the floor. The Dietary Manager will address all concerns identified during the audit to include removing and discarding items out-of-date or not dated by facility protocol, storing beverage and food items off the floor and training of staff. The audit will be completed by 4/10/2026.	04/11/2026

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F0812 SS = E	<p>Continued from page 5 (iii) This provision does not preclude residents from consuming foods not procured by the facility.</p> <p>§483.60(i)(2) - Store, prepare, distribute and serve food in accordance with professional standards for food service safety.</p> <p>This REQUIREMENT is NOT MET as evidenced by:</p> <p>Based on observations and staff interviews, the facility failed to dispose of food stored past the use by date in 1 of 1 dry food storage area, failed to keep beverages off the floor and failed to clean 1 of 1 walk-in refrigerator for food storage. The deficient practice had the potential to affect food served to residents.</p> <p>Findings Included</p> <p>a. On 3/16/26 at 10:40 AM, an observation of the walk-in refrigerator was conducted with the Dietary Manager. The floor under the food storage racks contained a buildup of grey white debris that crumbled when touched. Several areas of the floor were raised, white, and fuzzy in appearance. The food storage racks also had a thick, grey, sticky substance on the metal shelving.</p> <p>During the observation, the Dietary Manager stated that the food storage racks were last cleaned in January of the current year. She reported that the walk-in refrigerator floor was scheduled to be replaced and, for that reason, had not been cleaned. She did not know when the replacement would occur but stated she would clean the floor.</p> <p>b. At 10:48 AM on 3/16/26, the dry food storage area was observed with the Dietary Manager. On the second shelf of a storage rack, two unopened cartons of thickened liquid with a "use by" date of January 28, 2026, were found. Additionally, five cases of bottled water were stored on the floor beneath the racks.</p> <p>At 10:50 AM on 3/16/26, the Dietary Manager stated she was responsible for putting away food stock upon delivery and that the expired thickened liquid had been overlooked. She explained that the bottled water had been placed there approximately three weeks earlier during a facility water line break. She stated the bottled water would be removed and stored off the floor.</p>	F0812	<p>Continued from page 5 On 4/3/2026, the walk-in cooler was replaced with a new temporary cooler.</p> <p>On 4/3/2026, the Dietary Manager initiated an audit of the walk-in refrigerator, free standing refrigerators, walk-in freezer and dry food storage areas to ensure refrigerators and storage areas are clean per facility protocol. Dietary Manager will address all concerns identified during the audit to include cleaning areas when indicated and education of staff. The audit will be completed by 4/10/2026.</p> <p>On 4/3/2026, the Administrator initiated an in-service with the Dietary Manager and the Dietary Manager initiated education with all dietary staff regarding (1) Label/Dating with emphasis on labeling/dating food items and discarding items per facility protocol when out of date and (2) Cleaning Procedures to include cleaning of refrigerators. The in-services will be completed by 4/10/2026. After 4/10/2026, any dietary staff who have not completed the in-services will complete it at the next scheduled work shift. All newly hired dietary staff will be in service during orientation.</p> <p>The Dietary Manager, Administrator, or Director of Nursing will complete kitchen observations 3 times a week for 4 weeks then monthly for 1 month utilizing the Kitchen Audit Tool. This audit is to ensure (1) staff properly labeled/dated food with an "open" or "use by" date and expired items discard when indicated (2) food and beverages are not stored on the floor and (3) Refrigerators are cleaned per facility protocol. The Dietary Manager, Administrator, Director of Nursing or Assistant Director of Nursing will address all concerns identified during the audit to include removing and discarding items out-of-date or not dated per facility protocol, properly storing food and beverages off the floor, cleaning refrigerators when indicated and re-training of staff. The Administrator, Director of Nursing, or Assistant Director of Nursing will review the Kitchen Audit Tool weekly for 4 weeks then monthly for 1 month to ensure all concerns are addressed.</p> <p>The Administrator will present the findings of the Kitchen Audit Tool to the Quality Assurance Performance Improvement (QAPI) committee monthly for 1 month for review and to determine trends and/or issues that may need further interventions put into place and to determine the need for further frequency of monitoring.</p> <p>Date of Compliance: 4/11/2026</p>	

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F0812 SS = E	Continued from page 6 On 3/19/26 at 1:49 PM, the Administrator stated that kitchen cleaning protocols, including those for the walk in refrigerator, should have been followed. The Administrator also noted that water should not be stored on the floor and expired food should be discarded.	F0812		
F0847 SS = D	Entering into Binding Arbitration Agreements  CFR(s): 483.70(m)(1)(2)(i)(ii)(3)-(5)  §483.70(m) 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 of the requirements in this section.  §483.70(m)(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(m)(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(m)(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(m)(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.	F0847	On 3/17/2026, the Admission Director reviewed the arbitration agreement with emphasis on choosing 'accept' means they will be bound by the terms of the Arbitration Agreement or if choosing 'decline' they are declining to sign the Arbitration Agreement with resident #1/resident representative. The resident/resident representative was provided to ask questions during the review. The arbitration agreement was updated for resident choice.  On 3/17/2026, the Admission Director reviewed the arbitration agreement with emphasis on choosing 'accept' means they will be bound by the terms of the Arbitration Agreement or if choosing 'decline' they are declining to sign the Arbitration Agreement with resident #3/resident representative. The resident/resident representative was provided to ask questions during the review. The arbitration agreement was updated for resident choice.  On 3/17/2026, the Business Office Manager reviewed the arbitration agreement with emphasis on choosing 'accept' means they will be bound by the terms of the Arbitration Agreement or if choosing 'decline' they are declining to sign the Arbitration Agreement with resident #4/resident representative. The resident/resident representative was provided to ask questions during the review. The arbitration agreement was updated for resident choice.  On 3/17/2026, the Admissions Director, Business Office Manager, or Social Worker began reviewing the arbitration agreement with all residents and/or resident representative with emphasis on choosing 'accept' means they will be bound by the terms of the Arbitration Agreement or if choosing 'decline' they are declining to sign the Arbitration Agreement. The Admission Director, Business Office Manager, or Social Worker will update resident electronic record following review. Any concerns identified during the review will be forward to the administrator for follow up. The review will be completed by 4/10/2026.  On 4/3/2026, the Administrator initiated an in-service with the Admissions Director and Social Worker regarding review and completion of the arbitration agreement with all new admissions with emphasis	04/11/2026

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F0847 SS = D	<p>Continued from page 7</p> <p>§483.70(m)(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 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).</p> <p>This REQUIREMENT is NOT MET as evidenced by:</p> <p>Based on record review and interviews with residents, Responsible Party and staff the facility failed to explain the arbitration agreement document in a manner understood by residents and their Responsible Parties. This was for 3 of 3 residents reviewed for arbitration agreement (Resident #1, Resident #3, Resident #4).</p> <p>Findings included</p> <p>The facility's arbitration agreement was reviewed. The arbitration agreement wrote "Agreement is not a precondition to admission or the furnishing of services to the resident by the Facility, and (3) this agreement may be rescinded by written notice to the facility within thirty (30) days of signature. If not rescinded within thirty (30) days, this agreement shall remain in effect for all care and services subsequently rendered at the facility, even if such care and services are rendered following the resident's discharge and readmission to the facility." The document included a signature line below verbiage for the resident or responsible party with no further indication of acceptance or declining the document.</p> <p>a. Resident #1 was admitted on 12/4/25.</p> <p>A review of Resident #1's quarterly Minimum Data Set (MDS) dated 12/4/25 coded him as cognitively intact.</p> <p>On 3/16/26 a review of Resident #1's reviewed arbitration agreement form revealed it was signed by the resident on 12/1/25 and was stamped "accept".</p> <p>On 3/19/2026 at 12:00 PM Resident #1 was interviewed. Resident #1 stated the arbitration agreement was reviewed with him after he was admitted to the facility in December 2025. Resident #1 stated he had signed lots of forms after he admitted in December 2025 and understood what arbitration meant. Resident #1 said he did not agree to binding arbitration with the facility when he signed documents in December 2025.</p> <p>b. Resident #3 was admitted on 6/30/25.</p>	F0847	<p>Continued from page 7</p> <p>explaining the agreement in a manner understood by the resident/resident representative, right not to sign the agreement as a condition of admission to, or as a requirement to continue to receive care at, the facility and/or the right to rescind the agreement by written notice to the facility within thirty days of signature and updating resident record following review.</p> <p>The Admission Director, Social Worker, or Business Office Manager will audit all new admissions weekly x 4 weeks then monthly x 1 month to ensure the arbitration agreement is given to and reviewed with the resident and/or resident representative and their right not to sign the agreement as a condition of admission to, or as a requirement to continue to receive care at, the facility and/or the right to rescind the agreement by written notice to the facility within thirty days of signature. The Administrator, Director of Nursing, or Assistant Director of Nursing will address all concerns identified during the audit to include completing review with the resident/resident representative when indicated and re-training of staff.</p> <p>The Administrator will present the audit of arbitration agreements to the Quality Assurance Performance Improvement (QAPI) Committee monthly x 1 month for review and determine trends and / or issues that may need further interventions put into place.</p> <p>Date of Compliance: 4/11/2026</p>	

<b>STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTIONS</b>		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: <b>345396</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING B. WING	(X3) DATE SURVEY COMPLETED <b>03/19/2026</b>
NAME OF PROVIDER OR SUPPLIER <b>Smoky Mountain Health and Rehabilitation Center</b>			STREET ADDRESS, CITY, STATE, ZIP CODE <b>1349 Crabtree Road , Waynesville, North Carolina, 28785</b>	
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F0847 SS = D	<p>Continued from page 8</p> <p>A review of Resident #3's comprehensive MDS dated 2/1/26 coded her with severe cognitive impairment.</p> <p>On 3/16/26 a review of Resident #3's reviewed arbitration agreement form revealed it was signed on 7/1/25 by the resident's responsible party and was stamped "accept".</p> <p>On 3/19/26 at 9:18 AM Resident #3's Responsible Party was interviewed via phone. He stated the arbitration agreement was sent to him by email when the resident was admitted to the facility. He stated he did not recall if the agreement was explained to him by a person. The Responsible Party said the arbitration agreement font was very small and made it difficult to read. He added there was only an option to sign the document or not. There was no option to accept or decline the arbitration agreement. The Responsible Party stated there was only a signature line and he thought the document needed to be signed and sent back to the facility along with the other admission documents sent to him. The Responsible Party stated he did not intend to agree to binding arbitration.</p> <p>c. Resident #4 was admitted on 11/27/25.</p> <p>A review of Resident #4's comprehensive MDS dated 2/8/26 coded him with moderate cognitive impairment</p> <p>On 3/16/26 a review of Resident #4's reviewed arbitration agreement form was signed by the resident on 12/1/25 and was stamped "accept".</p> <p>On 3/19/2026 at 12:07 PM Resident #4 was interviewed and stated he had signed an arbitration agreement after he had been admitted in November 2025. Resident #4 stated he did not know that he did not have to sign the binding arbitration agreement. He added that he was not aware that by signing the arbitration agreement document it placed him into a binding arbitration agreement with the facility. Resident #4 stated he did not want to agree to binding arbitration with the facility.</p> <p>On 3/16/26 at 1:00 PM the Admissions Coordinator stated the facility did not have any residents who had agreed to binding arbitration agreements. The Admission Coordinator said she began working at the facility in August 2025 and that all arbitration agreements since then had been completed electronically as part of the admission packet. The admission packet was presented to the residents via a computer tablet for review and signing. She added she was trained to have all</p>	F0847		

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F0847 SS = D	<p>Continued from page 9 residents sign the arbitration agreement form and stamp the form "accept" to show the arbitration agreement had been read and explained to the resident. The Admissions Coordinator did not stamp "accept" on the signed arbitration agreements with the understanding they agreed to the binding arbitration.</p> <p>On 3/18/26 at 4:08 PM in a follow-up interview with the Admissions Coordinator, she stated the arbitration agreement form should have an option for the resident or Responsible Party to acknowledge the agreement had been explained to them. The Arbitration agreement form was stamped "accept" and did not specify the stamped "accept" was for acknowledgment and not for acceptance of the binding arbitration agreement. The Admissions Coordinator stated she had sent out new arbitration agreement forms to each cognitively intact resident and Responsible Party for those who were not for clarification of agreeing to binding arbitration and acknowledging the arbitration agreement was explained, reviewed, and offered to them.</p> <p>On 3/19/26 at 1:49 PM the Administrator stated as part of the admissions process, the arbitration agreement needed to be explained clearly so the signing resident or responsible party understood the document and what their signature on the agreement meant.</p>	F0847		