STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	375333	A. Building B. Wing	04/09/2025

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
Stilwell Nursing and Rehab	509 W Locust St Stilwell, OK 74960

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

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (Each deficiency must be preceded by full regulatory or LSC identifying information)
F 0582 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Some	Give residents notice of Medicaid/Medicare coverage and potential liability for services not covered. 34270 Based on record review and interview, the facility failed to ensure the estimated costs of services was included on form CMS-10055 (Skilled Nursing Facility Advance Beneficiary Notice of Non-coverage) for 3 (#37, 78, and #79) of 3 sampled residents reviewed for beneficiary notifications reviews. MDS Coordinator #1 stated there had been 28 discharges from Part A services in the past six months (09/01/24 through 04/01/25). Findings: A facility policy titled, Medicare Advance Beneficiary and Medicare Non-Coverage Notices, dated September 2022, read in part, If the director of admissions or benefits coordinator believes (upon admission or during the resident's stay) that Medicare (Part A of the Fee for Service Medicare Program) will not pay for an otherwise covered skilled service(s), the resident (or representative) is notified in writing why the service(s) may not be covered and of the resident's potential liability for payment of the non-covered service(s). 1. A document titled Form CMS-10055, dated 2024, showed Res #79 had signed the form on 10/28/24. The section of the document designated for the cost of skilled services the resident would be required to pay was blank. 2. A document titled Form CMS-10055, dated 2024, showed Res #78 had signed the form on 11/24/24. The section of the document designated for the cost of skilled services the resident would be required to pay was blank. 3. A document titled Form CMS-10055, dated 2024, showed Res #37's representative had signed the form on 01/29/25. The section of the document designated for the cost of skilled services the resident would be required to pay was blank. (continued on next page)

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

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

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F 0582 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Some	On 04/09/25 at 8:03 a.m., MDS coordinator #1 was asked the purpose for CMS form 10055. They stated it was to inform residents they were running out of Part A service coverage and to inform them of their rights to appeal the loss of coverage or to assume the costs themselves. They were asked to review the CMS-10055 forms for Residents #37, 78, and #79 and identify any missing information. They stated they did not see any. They were asked about the costs of services. They stated they were unaware of the need to put the costs of the services on the form. MDS Coordinator #1 stated they were still new at filling out the forms. They stated they were unaware if the facility had a policy and procedure for filling out the beneficiary notices. On 04/09/25 at 8:14 a.m., the DON stated the CMS-10055 purpose of the form was to inform residents of their rights to appeal the non-coverage and the type of services that would end along with their costs. After reviewing the CMS-10055 forms Res #39, 78, and Res #79 had signed, they stated the forms did not provide the cost of the skilled services. They stated the residents and their representatives needed that information to make their decision.

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F 0656 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Few	Develop and implement a complete care plan that meets all the resident's needs, with timetables and actions that can be measured. 46703 Based on observation, record review, and interview, the facility failed to ensure there was a care plan intervention for tracheostomy self care for 1 (#60) of 1 sampled resident whose care plan was reviewed. The DON reported one resident with a tracheostomy resided at the facility. Findings: On 04/07/25 at 12:18 p.m., Resident #60 was observed to have a tracheostomy. A treatment administration record, dated 03/01/25 through 03/31/25, showed Resident #60 had diagnoses which included malignant neoplasm of the lung. Resident #60's care plan was reviewed. The care plan did not include self care for their tracheostomy. On 04/08/25 at 2:55 p.m., MDS coordinator #2 reviewed Resident #60's care plan. They stated Resident #60's self care of their tracheostomy was not care planned. They stated self care should have been added to their care plan. On 04/08/25 at 3:15 p.m., the DON stated Resident #60 performing self care for their tracheostomy should have been care planned.

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F 0848 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Few	Provide a neutral and fair arbitration process and agree to arbitrator and venue. **NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** 34270 Based on record review and interview, the facility failed to ensure a binding arbitration agreement did not require mediation be held in a specific county of the state of Oklahoma for 1 (#45) of 3 sampled residents reviewed for binding arbitration agreements. The DON stated 76 residents at the facility were offered the opportunity to sign the facility's arbitration agreement. Findings: An undated facility document titled Mediation and Arbitration Agreement, read in part, It is understood and agreed by [blank line for resident's name] ('Resident' or 'Resident Authorized Representative') that in the event of any legal dispute, controversy, demand or claim that arises out of or related to the Admission Agreement or any service or health care provided by [NAME] Nursing Home (the 'Facility') to the Resident, such shall first be submitted to mediation, and not a lawsuit or resort to court process. Such mediation will be held in Tulsa County, Oklahoma in a place agreed to by the parties. A facility policy titled Binding Arbitration Agreements, dated November 2023, read in part, Residents (or representatives) are given the opportunity to suggest an arbitrator and a venue. If the facility disagrees with the resident's suggested arbitrator(s) and/or venue, the facility will document the reason and provide that documentation to the resident (or representative).Arbitration agreements provide for the selection of venue that is convenient to and suitably meets the needs of both parties. When selecting a venue for consideration, convenience for the resident (or representative) (sic) may be determined by his or her ability to get to the venue. An admission assessment for Res #45, dated 03/05/25, showed in Section C the resident had a BIMS score of 15 which indicated their cognition was intact. On 04/08/25 at 11:31 a.m., Res #45 was shown the binding arbitration agreement from their admission packet. They stated they had no recollection of signing the arbitration agreement, but agreed it was their signature. They stated they did not believe traveling to the required mediation site listed in the agreement would be convenient for them. On 04/09/25 at 08:20 a.m., the administrator was asked to review the facility's binding arbitration agreement and comment on any issues related to federal regulations. After looking at the arbitration agreement they stated the first paragraph mandated the arbitration occur in Tulsa County, Oklahoma and that did not meet the requirements. They stated they agreed the place for arbitration would be agreed upon by both parties. They stated they would have the part about arbitration being required to occur in Tulsa County removed from the current agreement. The administrator stated every resident was offered the opportunity to sign the current binding arbitration agreement.

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F 0880 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Few	Provide and implement an infection prevention and control program. 33097 Based on observation, record review, and interview, the facility failed to maintain an infection prevention and control program to help prevent the transmission of infections for 1 (#40) of 3 sampled residents reviewed for wound care. The DON identified 12 residents received wound care. Findings: On 04/09/25 at 12:00 p.m., LPN #1 gathered supplies to complete wound care for the Res #40. LPN #1 donned a gown, mask, and a pair of gloves for the wound care. LPN #1 cleaned the resident's wounds to both lower extremities with wet gauze and disposed of the gauze in the trash container on the side of the treatment cart in the hall. LPN #1 did not change their gloves or wash their hands. LPN #1 applied calcium alginate (wound dressing) and a Kerlix (bandage roll) dressing to both lower legs and wrapped with Coban (a self-adherent wrap). LPN #1 removed their gown, mask, and gloves then placed them in a trash container on the side of the treatment cart in the hall. LPN #1 did not change their gloves or wash their hands during the wound care. A policy titled Wound Care, Revised October 2010, read in part, Wash and dry hands thoroughly .Put on exam gloves. Loosen tape and remove dressing .Pull glove over dressing and discard into appropriate receptacle. Wash and dry your hands thoroughly .Put on gloves .Pour liquid solutions directly on gauze sponges on their papers .Remove dry gauze. Apply treatments as indicated .Discard disposable items into the designated container. Discard all soiled laundry, linen, towels, and washcloths into soiled laundry container. Remove disposable gloves and discard them into designated container. Wash and dry your hands thoroughly. An undated diagnoses list showed Res #40 had diagnoses which included congestive heart failure and pulmonary edema. Res #40's care plan, dated 07/05/24, showed the resident had potential/actual impairment to skin integrity related to fragile skin and impaired mobility. Res #40's quarterly assessment, dated 01/20/25, showed the resident was moderately impaired for decision making with a brief interview for mental status 12. The assessment showed the resident did not have pressure ulcers. A physician order, dated 04/04/25, showed the staff was to cleanse the right lower extremity of Res #40 with wound cleaner, pat dry, apply calcium alginate to the wound bed, cover with Kerlix, and wrap with Coban daily. On 04/09/25 at 12:10 p.m., LPN #1 stated they should change gloves and wash their hands before the wound care and after wound care. On 04/09/25 at 12:20 p.m., the DON stated LPN #1 should have changed their gloves and washed their hands between dirty and clean surfaces with wound care.