STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	535038	A. Building B. Wing	08/22/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
Rocky Mountain Care - Evanston	475 Yellow Creek Road Evanston, WY 82930

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 0623 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Few	Provide timely notification to the resident, and if applicable to the resident representative and ombudsman, before transfer or discharge, including appeal rights. **NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** 16146 Based on medical record review and staff interview, the facility failed to provide a written notice of the transfer to the resident and/or their representative for 2 of 2 residents (#3, #21) who were hospitalized . The findings were: 1. Review of progress notes showed resident #3 was admitted to the hospital on 3/30/24 and returned to the facility on [DATE]. Further review showed the resident received the bed hold notice, but there lacked evidence the resident was issued a written transfer notice. 2. Review of progress notes and a nursing emergent discharge summary showed resident #21 went to the hospital on 7/14/24 and returned to the facility on [DATE]. Further review showed the resident received the bed hold notice, but there lacked evidence the resident was issued a written transfer notice. 3. During interviews on 8/22/24 at 8:46 AM and 11:19 AM the administrator stated the facility issued a written notice which contained the resident's right to appeal and the Ombudsman contact information for discharges, but did not issue a written transfer notice for transfers to the hospital.

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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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (Each deficiency must be preceded by full regulatory or LSC identifying information)
F 0645 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Few	PASARR screening for Mental disorders or Intellectual Disabilities **NOTE- TERMS IN BRACKETS HAVE BEEN EDITED TO PROTECT CONFIDENTIALITY** 16146 Based on medical record review and staff interview, the facility failed to ensure a level II PASARR [preadmission screening and resident review] was completed as required for 1 of 2 sample residents (#11) reviewed for PASARR. The findings were: 1. Review of the medical record showed resident #11 was admitted on [DATE] and had diagnoses including major depressive disorder, anxiety disorder and PTSD. Review of the PASRR level 1 dated 5/4/23 showed the resident had a major mental illness. The level 1 screening showed the result was Categorically appropriate for convalescent care after acute hospital stay, not to exceed 120 days. The PASRR further showed .An individualized level II determination will be required on the 120th day if client stay will be extended, please plan accordingly. The following concerns were identified: a. Further review of the medical record showed no evidence the PASRR level II was completed although the resident remained in the facility past 120 days. b. On 8/22/24 at 9:56 AM the administrator stated the PASRR level II was not done, but should have been because, the resident exceeded 120 days.

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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (Each deficiency must be preceded by full regulatory or LSC identifying information)
F 0847 Level of Harm - Minimal harm or potential for actual harm Residents Affected - Few	Inform resident or representatives choice to enter into binding arbitration agreement and right to refuse. 16146 Based on medical record review and staff interview, the facility failed to ensure that the binding arbitration agreement explicitly stated that the resident or their representative was not required to sign the agreement as a condition of admission or to continue to receive care at the facility for 2 of 2 sample residents who signed an arbitration agreement (#11, #25). The findings were: 1. On 8/20/24 at 11:04 AM the administrator stated no residents had signed binding arbitration agreements. 2. However, medical record review revealed the following: a. Resident #11 signed an admission agreement on 4/28/21. A binding arbitration agreement was embedded in the admission agreement and did not explicitly state the resident was not required to sign it as a condition of admission. The admission agreement did not give the resident the opportunity to decline the arbitration agreement, but agree to the rest of the admission agreement. b. Resident #25 signed an admission agreement on 2/17/21. A binding arbitration agreement was embedded in the admission agreement and did not explicitly state the resident was not required to sign it as a condition of admission. The admission agreement did not give the resident the opportunity to decline the arbitration agreement, but agree to the rest of the admission agreement. 3. Interview with the administrator on 8/20/24 at 1:18 PM revealed the facility revised their admission agreement in 2023 to be in line with regulations related to arbitration, and the facility did not ask residents to enter into an arbitration agreement. 4. A phone interview with facility lawyer #1 on 8/21/24 at 3:04 PM revealed the facility did not do binding arbitration agreements anymore, but acknowledged the older admission agreements were a problem.