

**Iowa Department of Inspections and Appeals
Assisted Living Program
Complaint Investigation Report**

Assisted Living Program:

Cindy Kroll
River Hills Village
10 Village Circle
Keokuk, IA 52632

Complaint Intake #: 7969

Date of Investigation:

September 29, 2004

Monitor(s):

Stephanie Cummins, SW

Definitions:

The following definitions are relevant:

Regulatory Insufficiency - A violation of a statutory or rule provision within the Iowa Code or Iowa Administrative Code (IAC) governing assisted living programs. A regulatory insufficiency requires a plan of correction to be presented to, and approved by, the Department of Inspections and Appeals (DIA).

Plan of Correction - A written response to one or more regulatory insufficiencies that are rule violations [321 IAC 26.2(5)(a)]. The plan should identify how, and by a specific date, an insufficiency will be corrected. The plan is due to DIA within ten (10) working days of the program's receipt of a Complaint Investigation Report. Depending on the circumstances, DIA may re-visit the assisted living program to confirm progress in fulfilling a plan's corrective measures.

Dementia-specific assisted living program - An assisted living program certified under 321 IAC - chapter 25 that either serves five or more tenants with dementia or cognitive disorder staged between 4 and 7 on the Global Deterioration Scale or holds itself out as providing special care for persons with cognitive disorder or dementia, such as Alzheimer's disease, in a dedicated setting.

Overview:

A complaint investigation on-site visit was conducted at River Hills Village on September 29, 2004. In preparing this report, the following information was considered:

Current Program Census:

General Population Program (GPP) – A program that is not a Dementia Specific program, but may have tenants with cognitive disorder.

Current number of tenants without cognitive disorder:	25
Current number of tenants with cognitive disorder:	10
Total General Population:	35

Dementia Specific Program (DSP) –Not applicable.

Accreditation Status – Not applicable.

Complaint History – Not applicable.

Complaint Investigation – The complaint investigator(s) made the observations detailed in the following areas.

A. Occupancy Agreement – The program shall enter into an occupancy agreement with the tenant or tenant’s legal representative, if applicable, prior to the tenant’s taking occupancy that clearly describes the rights and responsibilities of the tenant and of the program, and shall sign a managed risk policy disclosure statement. [321 IAC 25.22]

Complaint Allegation: It is alleged the program increased rates without a 30-day notice.

- **Monitoring Observation:** The Administrator stated all tenants or tenants’ legal representatives signed an Occupancy Agreement prior to taking occupancy at the program. The Occupancy Agreement stated how much the tenant would pay in rent for the apartment at the program. The program had various sizes of apartments that ranged from A-E with the A style apartments being the smallest and least expensive. According to this staff member the program also had service levels, which were determined by a point system on the nursing assessments. The service levels ranged from level one to four. Level 1 was a zero on the point system with no additional charges; Level 2 ranged from 1 to 7 points with an additional \$250.00 per month; Level 3 was 8 to 20 points and an additional \$500.00 per month; Level 4 was 20 points and above adding an additional \$750.00 per month. The specific service level charges are not included in the Occupancy Agreement, however a statement in the occupancy agreement stated additional fees may occur upon or after admission determined by further assessments. According to the Administrator, a 30-day written notice was given to tenants or tenant’s family if a rent increase occurred and if a service level changed, the tenant or tenant’s family was notified immediately by phone.

Two tenant records were reviewed. **Tenant #1** was initially assessed on 11/4/03 and was evaluated as zero points and Level 1. The tenant was admitted on 11/20/03 and was re-evaluated on that day. At the time of admission, the tenant evaluation was three points, putting the tenant at Level 2; the fee for Service Level 2 is \$250.00. According to an interview with the Administrator, the change in the service level from Level 1 to Level 2 was not reported to the billing office until July 2004. The change from Level 1 to Level 2 at an additional cost of \$250.00 per month due to the service level assessment of November 20, 2003 was not billed to the tenant until July 2004. **Tenant #2** was evaluated as Level 3 on the service level assessment and was subsequently lowered to a Level 2 because fewer services were being provided. The tenant’s fee for services dropped from an additional \$500.00 per month to \$250.00 per month. This change in the tenant’s service level was shown on the tenant’s billing statement. The billing statement received by tenants or tenant’s families show rent and the most current service level charges.

A review of program records and an interview with the Administrator indicated a \$3000.00 community fee was charged to all tenants at the program. This fee is a one-time, non-refundable fee. According to the Administrator, this fee was previously prorated in the first year, which changed in August 2003 when the community fee became non-refundable. New admissions currently pay a \$300.00 security deposit. Through further discussion with the Administrator and review of the occupancy

agreement, it was stated the \$300.00 fee was refundable upon death or transfer from the program. According to the Administrator and review of program records, the \$3000.00 Community Fee was not listed in the Occupancy Agreement. The Community Fee was addressed in the marketing materials, and according to this staff member was discussed with potential tenants and their families during the tour or the initial meeting. The program did not track the Community Fee, however, this staff member stated a new tenant could not move in until the fee was paid.

- Regulatory Insufficiency: The Occupancy Agreement does not include a description of all charges, fees and rates describing tenancy, basic services covered, and any additional and optional services and related costs.

Dated this 6th day of October 2004.