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

Assisted Living Program: **Complaint Intake #: 11059**

Ms. Angela Adams, Administrator
Rose of Des Moines Assisted Living
1330 19th Street
Des Moines, IA 50314-1305

Date of Investigation:

March 29, 2007

Monitor(s):

Hal L. Chase, RN BSN MPH
Ann Martin, RN

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 revisit 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 Rose of Des Moines on March 29, 2007. 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:	51
Current number of tenants with cognitive disorder:	0
Total Population:	51

Dementia Specific Program (DSP)* **–** Not applicable.

***These are the census numbers represented by the program to be applicable at the time of the on-site.**

Accreditation Status – Not applicable.

Complaint History – There were no substantiated complaints during this certification period.

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 did not provide a choice of services for Tenant #1.

- Monitoring Observation: Tenant #1, a 60 year old, was admitted on 6-10-06 and has diagnoses of Renal Failure, Hypertension, Neuropathy in Diabetes, Bells Palsy, Diaphragmatic Hernia, and Varicose Vein of Leg. The tenant stated his/her physician ordered Vestibular Therapy from a service provider not associated with the program. The tenant stated he/she was "forced" to receive care from the program's designated service provider.

  The tenant's occupancy agreement indicates, "the Tenant may elect to receive services from either the Landlord, the Landlord's designated Service Provider, or authorized Service Provider designated by Tenant." "The choice of a service provider is Tenant's right; any Service Provider chosen by Tenant must execute an Assisted Service Program Agreement with Landlord and a Service Plan Agreement with Tenant and Landlord." The Director representing the service provider states the tenant's physician was contacted and an order was received to complete a Physical Therapy evaluation and plan of treatment. According to the Director, the Physical Therapy ordered by the physician replaced the originally ordered Vestibular Therapy.

  The Department of Inspections and Appeals received clarification that, in unusual circumstances, it sometimes becomes necessary for a beneficiary to receive different services from more than one home health agency (HHA). When this occurs, the physician should designate which agency shall function as the primary agency. The primary agency will provide the major services and be responsible for the care of the beneficiary and all records relating to the plan of care (POC). This would include the certification and recertification. The primary agency would also be responsible for all billing of services and reimbursing the secondary agency for their services. A mutually agreed upon arrangement should be established between the two agencies. It is the responsibility of the HHA to fully inform beneficiaries that all services, including therapies and supplies, will be provided by his primary HHA.

- Regulatory Insufficiency: None noted.

B. Service Plan – Program has an individualized service plan developed and updated for each tenant as required. [321 IAC 25.28]

During the course of the investigation it was determined the program did not update service plans within 30 days of admission and when a change condition existed.

- Monitoring Observation: Four of four tenant files reviewed indicated the program completes a "Health Services Agreement" which, according to the Director, is similar

to the service plan, within 30-days of admission or change in condition; however, the program does not routinely update service plans within 30 days of admission or when a change in condition exists.

- Regulatory Insufficiency: The program does not update service plans within 30 days of admission or when a change in condition exists.

Dated this 21st day of May, 2007.