IOWA DEPARTMENT OF
INSPECTIONS & APPEALS

CHESTER J. CULVER
GOVERNOR

PATTY JUDGE
LT. GOVERNOR

DEAN A. LERNER, DIRECTOR

June 11, 2009

Dawn Tuttle, Executive Director
BrookView Senior Living
2903 F Ave NW
Cedar Rapids, IA 52405-2909

RE: Initial Certification Monitoring Evaluation Report, BrookView Senior Living, Cedar Rapids, IA

Dear Ms. Tuttle:

The Department of Inspections and Appeals (DIA) has completed the review of your Plan of Correction (POC) in response to the **Initial Certification Monitoring Evaluation**. Based upon a complete review of the report and your actions to correct the identified Regulatory Insufficiency, DIA accepts your POC and certification of BrookView Senior Living will continue. A copy of the Final report is enclosed.

The Program may appeal the DIA decision in accordance with 321 IAC 26.4, within 30 days of notice, by submitting a request for appeal to the DIA. Hearings will be held pursuant to 481 IAC Chapter 10.

The Assisted Living Program Certificate **#S0277** is enclosed with effective dates of **June 20, 2008** through **June 19, 2010**. This certificate is to be posted in the building for public viewing.

If you have any questions regarding this certification, please contact me at 515-281-4116.

Sincerely,

Chris Nothaft
Certification Coordinator – Eastern Iowa
Adult Services Bureau

Enclosure

Iowa Department of Inspections and Appeals
Assisted Living Program
Final Initial Certification Monitoring Evaluation Report

Assisted Living Program:

Dawn Tuttle, Executive Director
BrookView Senior Living
2903 F Ave NW
Cedar Rapids, IA 52405-2909

Date of Monitoring Visit:

April 21, 2009

Monitor(s):

Vickie Clingan, RN MA
Stephanie Cummins, MA

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 25.8(3)]. 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 an Initial Certification Monitoring Evaluation 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 this chapter 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 specialized care for persons with cognitive disorder or dementia, such as Alzheimer's disease, in a dedicated setting.

Overview:

An on-site monitoring evaluation was conducted at BrookView Senior Living on April 21, 2009. 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:	33
Current number of tenants with cognitive disorder:	0
Total Population:	33

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.**

Tenant/Family Satisfaction Results – A community meeting with 16 tenants was held. The tenants stated the cleaning had improved and the new housekeeping staff did a nice job. They requested door bells be installed due to hearing issues and indicated repairs were resolved quickly and the laundry was returned in a prompt manner. Five of the tenants reported issues with the showers and having water come out of the showers onto the floor while bathing. They stated there had been problems with the heating and an outside company had been working on it. The tenants described staff as very good; however, there were new staff often and they requested staff wear name tags that identified their name and department. Tenants stated, on average, they waited approximately five to ten minutes for staff when they requested assistance. One tenant reported waiting 25 minutes for staff to respond. In regard to issues with dining, tenants reported service in the dining room had improved with increased servers but there were too many breaded items, too many carbohydrates, not enough fresh fruit and vegetables and, at times, the fried potatoes and gravy were cold, the fish was cold and mushy, the hamburgers not quite done, the ribs were burnt and the vegetables were tough. Tenants stated the temperature of the food was improving. One tenant reported waiting over a half hour to get into the building after 9:00 p.m. when the main door was locked from the outside. The main phone was used; however, no one answered the phone. The area where visitors and tenants wait to get into the building after hours is inside the building in a foyer area. The tenants requested the tenant council/meeting have less announcements and focus more on the comments from the tenants. They also stated the dining room was difficult to walk through, before and after meals, because chairs were left out from the tables. Tenants were pleased with the activities offered and they received a calendar of activities. They enjoyed gambling, Bible study, reading group, crafts, cards, attending high school musicals and outings to the grocery store and mall. They did not request any additional activities and stated if they declined to participate in an activity it was respected. Tenants felt safe; however, several tenants had concerns about the front area being left unattended on the weekends. Tenants indicated they were getting the services they signed up for. Tenants requested improved communication between leadership staff and tenants and that orientation be provided by staff and not by tenants, especially regarding seating in the dining room. Tenants stated they made their own decisions and the nurse was available when needed. Tenants were satisfied and would recommend the program to others. One tenant liked not having to cook, clean or do laundry and one tenant stated it was nice being around marvelous people and considered them to be friends. A tenant stated the décor is lovely and uplifting.

Program History – There have been no substantiated Regulatory Insufficiencies this certification period.

On-Site Monitoring Evaluation – The monitor(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]

Monitoring Observation: Four tenant files were reviewed.

According to a program document dated 1-30-09, transportation costs were changed and the new procedures and fees would be fully implemented on 3-1-09. Transportation costs were previously $10.00 per trip within city limits and $20.00 per hour outside city limits. This was changed to $25.00 per trip plus $15.00 per hour if a companion was required within the Cedar Rapids Metro area. Transportation outside the Cedar Rapids Metro area was changed to $25.00 per trip and $15.00 per hour if a companion was required because the driver must remain with the tenant during the appointment.

Tenant #1, a 94 year old, was admitted on 3-1-09 and diagnoses include: Hypertension (HTN), Acid Reflux and Thyroid Deficiency. The occupancy agreement did not include new transportation costs.

Tenant #2, a 91 year old, was admitted on 3-27-09 and diagnoses include: Fibromyalgia, Diabetes and High Blood Pressure. The occupancy agreement did not include new transportation costs.

- Regulatory Insufficiency: The program did not consistently provide a written occupancy agreement that includes a description of all fees, charges and rates describing tenancy and basic services covered, and any additional and optional services and their related costs. (25.22(3)a))

Dated this 11th day of June, 2009.