IOWA DEPARTMENT OF
INSPECTIONS & APPEALS

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Complaint/Incident Intake #: 43414-C

May 14, 2013

Ms. Angela Adam, Executive Director
Rose of Des Moines
1330 19th Street
Des Moines, IA 50314

RE: Final Complaint/Incident Investigation Report – Rose of Des Moines, Des Moines, IA

Dear Ms. Adam:

Enclosed is the **Final Complaint/Incident Investigation Report** from the on-site monitoring visit of May 1, 2013, completed by the Department of Inspections and Appeals ("DIA") in accordance with Iowa Code chapter 231C and Iowa Administrative Code ("IAC") chapters 481—67 and 481—69. **No Regulatory Insufficiencies were identified.**

If you have any questions regarding the enclosed Report, please contact me at 515/281-7039 or **Rose.Boccella@dia.iowa.gov**

Sincerely,

Rose Boccella

Rose Boccella
Program Coordinator
Adult Services Bureau

Enclosure

IOWA DEPARTMENT OF INSPECTIONS AND APPEALS
Assisted Living Program
Final Complaint/Incident Investigation Report

Assisted Living Program:

Angela Adam, Executive Director
Rose of Des Moines
1330 19th St.
Des Moines, Iowa 50314

Complaint/Incident Intake #:

43414-C

Date of Complaint/Incident Investigation:

May 1, 2013

Monitor(s):

Maribeth Freland RN

Definitions: ***The following definitions are relevant:***

Assisted Living Program – A program certified under 481 IAC 69 that provides housing with contracted services to three or more tenants in a physical structure that provides a homelike environment. Services may include but are not limited to health-related care, personal care, and assistance with instrumental activities of daily living. A General Population Program is an Assisted Living Program that is not dementia-specific but may have tenants with cognitive disorder.

Dementia-Specific Assisted Living Program - An assisted living program certified under 481 IAC 69 that serves fewer than fifty-five (55) tenants and has five (5) or more tenants who have dementia between Stages 4 and 7 on the Global Deterioration Scale (GDS), or serves 55 or more tenants and 10 percent or more of the tenants have dementia between Stages 4 and 7 on the GDS, or holds itself out as providing specialized care for persons with dementia, such as Alzheimer's disease, in a dedicated setting.

Regulatory Insufficiency - A violation of a statutory or rule provision within the Code of Iowa (2011) or the 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 statutory or rule violations. The plan should identify how and by what date each regulatory insufficiency will be corrected, and what measures will be taken to ensure the problem does not recur. The plan is due to DIA within ten (10) working days of the program's receipt of a Complaint/Incident Investigation Report. Depending on the circumstances, DIA may revisit the assisted living program to confirm progress in fulfilling a plan's corrective measures.

Overview: *In preparing this report, the following information was considered:*

Current Program Census

Assisted Living Programs are defined by the type of population served. The census numbers below were provided by the Program at the time of the on-site visit.

General Population Program	
Number of tenants without cognitive disorder:	42
Number of tenants with cognitive disorder:	0
Total Population of Program at time of on-site	42
TOTAL census of Assisted Living Program	42

Program History –

Complaint/Incident Investigation – The Complaint/Incident investigator(s) made the observations detailed in the following areas:

A. Tenant Rights

Complaint/Incident Allegation: It was alleged the program staff members treated patients unkindly and child-like. It was alleged the program staff members did not deliver meals to patient rooms when a patient was unable to go to the dining room for meals. It was alleged program staff members did not assist tenants with facilitating repair of durable medical equipment when broken.

- Monitoring Observation: The monitor interviewed three individual tenants, Tenants #2, #3 and #4, and interviewed a group of five tenants who had gathered outside on the porch about how staff members treat tenants.

  Tenant #3 and #4 reported all staff members were kind and respectful to them on a routine basis. Tenant #2 reported the program's RN/Coordinator, had "yelled at" him/her three times over the previous year when dealing with issues related to non-compliance with taking medications as ordered by the physician and non-compliance with wound management. Tenant #2 stated "I do the best I can but it isn't always enough for her." Tenant #2 reported all other staff members were mostly kind and respectful. Tenant #2 denied being fearful of the RN/Coordinator.

  During interview, the group of five tenants reported all staff members were kind and respectful.

  The monitor interviewed three individual tenants, Tenants #2, #3 and #4, interviewed a group of five tenants who had gathered outside on the porch and interviewed staff members about the program's meal delivery practices.

The assisted living program provides two meals per day, lunch and dinner, which are available for purchase by tenants on an ala carte basis. Tenants are not required to purchase the meals. Each tenant's apartment has a fully equipped kitchen, including stove and refrigerator so each tenant may prepare his/her own meals if desired. The program has a common dining room, located on the first floor of the building, where tenants can gather to eat together or tenants can request to have a meal placed in a Styrofoam container and left in the community room refrigerator for pick up by the tenant when convenient. The building has an elevator that tenants can use to go from the first floor to the third floor and back.

When a tenant is ill, the nursing staff can arrange for a patient's meals to be delivered by dietary staff to the tenant's apartment. All tenants are told they need to have their apartment door unlocked at the time of expected delivery as the dietary staff members do not have a master key to allow entry into tenant apartments to place the meal in the apartment refrigerator. If the illness is an acute illness, such as a cold or stomach flu, the nurse requests the meal delivery on a day to day basis. If a tenant has a chronic illness, a physician's order to deliver the meals on a daily basis is required by the agency and the tenant is billed a fee for the delivery.

During the group tenant interview, two of the tenants reported they routinely have meals placed in Styrofoam containers and placed in the community room refrigerator. Both indicated this allowed for convenience when they were unable to go to lunch during the specified meal times. None of the tenants had routine meal delivery to his/her apartment but all were aware of the availability if they were ill.

Tenant #3 had a foot ulcer which made it difficult to ambulate to and from meals; however, Tenant #3 did not choose to purchase the meals from the program and have the meals delivered to his/her apartment. Tenant #3 either prepared his/her own meals or chose to order from a local restaurant for delivery.

Tenant #4 used a wheelchair and self propelled the wheelchair to and from the dining room for meals.

Tenant #2, a 59 year old, was admitted to the program on 7-31-09 with diagnoses of: Insulin Dependent Diabetes; Chronic Obstructive Pulmonary Disease; Coronary Artery Disease; Arthritis and a history of Deep Vein Thrombosis. Tenant #2 exhibited no cognitive impairment during the Mini Mental Status Exam completed on 2-4-13. Tenant #2 had open stasis ulcers on both feet for many months. In February, the wounds began progressively worsening.

During interview, Tenant #2 reported staff kept telling him/her to sit as much as possible with legs elevated to help with wound healing. Tenant #2 was purchasing meals from the assisted living program and having the meals delivered to his/her apartment. Tenant #2 reported around Easter, he/she went out shopping with a privately hired helper. The helper stopped at a local restaurant and purchased a meal for the tenant to bring back to the apartment. When staff members saw the tenant eating the meal, Staff #1, Registered Nurse (RN), told Tenant #2 that the meal delivery would need to cease as the tenant could go shopping and out to eat without difficulty. Tenant #2 reported going without the meal delivery service for two days. Tenant #2 reported he/she ate peanut butter sandwiches during the two days until the

meal delivery was re-initiated. The meal delivery continued until Tenant #2 was hospitalized on 4-4-13. Tenant #2 was never charged a separate fee for the delivery of meals to his/her apartment.

Staff #1, RN, reported Tenant #2 was very non-compliant with wound management. The RN and Tenant #2's wound clinic physician had told Tenant #2 to avoid walking as much as possible and keep his/her legs elevated as much as possible to promote wound healing. Beginning in February 2013, Tenant #2 began using a walker to go outside to smoke every hour or two and went shopping with a privately hired helper. The RN reported Tenant #2 would leave the apartment and not leave the door unlocked so when dietary staff went to deliver the meal they were unable to enter the apartment to place the container in the refrigerator. On 3-28-13, the RN told Tenant #2 that meals would not be delivered to the apartment any longer because the tenant had not been compliant with staying off of his/her feet and had not been leaving the dietary staff access to the apartment refrigerator. The RN reported telling Tenant #2 if he/she could walk to smoke and go shopping, he/she could walk to the dining room for meals. On 4-1-13, Tenant #2 agreed to stay off of his/her feet so a physician's order was obtained to deliver the meals to Tenant #2's apartment again. Tenant #2 complied with elevation of his/her legs throughout the day until admitted to the hospital on 4-4-13.

Tenant #2 did not go without food as he/she had food in the apartment. The program is not required to deliver the meals to the apartment. The program nurses agreed to deliver the meals to the apartment in an attempt to get the tenant to stay off of his/her feet but Tenant #2 was non-compliant with doing so.

The monitor interviewed Tenants #2, #3 and #4. Tenants #3 and #4 did not have any durable medical equipment that had broken. Tenant #2 had a scooter that he/she used for mobility outside of the program that had broken this spring. Tenant #2 indicated he/she did not believe any program staff members were supposed to help with replacing the scooter. Tenant #2 indicated she was able to get all of the paper work done to get a new scooter but then had to go into the hospital so the scooter procurement is now on hold.

- Regulatory Insufficiency: None noted.

B. Staffing

Complaint/Incident Allegation: It was alleged the nurses did not treat wounds in an appropriate manner, resulting in poor wound healing.

- Monitoring Observation: The program reported providing wound care to two tenants, Tenants #2 and #3. The monitor reviewed both of these clinical records and the clinical records of three other tenants, Tenants #1, #4 and #5.

  Tenant #3 had just been admitted to the agency on 4-26-13 had a wound on the right foot that program staff had begun treating. During interview, Tenant #3 reported the

RN assessed and measured the wound upon admission to the agency. Tenant #3 felt the nurses were competent and very thorough.

Tenant #2 had multiple venous stasis ulcers on both feet from March 2012 to present. Tenant #2's clinical record documented Tenant #2 exhibited continued non-compliance with taking medications as ordered by the physician and non-compliance with wound management. The program RNs assessed and measured each of the ulcers weekly and visited Tenant #2 five to seven days a week to change the wound dressings. The clinical record contained documentation of the tenant's repeated instances of changing the dressing on his/her own, refusing to stay off of his/her feet and keep the legs elevated, refusal to go see the physician when changes were noted and refusal to allow dressing changes by the nurse as physician ordered. On 2-13-13 the program had Tenant #2 sign an Acceptance of Potential Negative Outcome of Health Issues agreement, noting the shared responsibility of the tenant and the program to make sure scheduled wound visits were allowed by Tenant #2 and to make sure compliance with wound management and suggested interventions for positive healing progress would be followed by Tenant #2.

Tenant #2 had laboratory grown skin grafts placed in two of the wounds in February 2013. Tenant #2 continued to exhibit non-compliance with the wound care, completing the dressing changes him/herself. The grafts did not take and needed to be redone in March 2013. The wounds worsened, resulting in the need for hospitalization on 4-4-13.

The hospital documents indicated Tenant #2 had MRSA in the wounds and had osteomyelitis in the bone of the foot, requiring IV antibiotics and eventual amputation of the right great toe.

Tenant #2 reported "I did my best but it wasn't always good enough". Tenant #2 reported he/she did not believe the nurses had done anything inappropriate when caring for his/her foot ulcers.

The monitor found no issues after the clinical record review for Tenants #1, #4 and #5. Tenant #1 no longer resided at the program and Tenant #5 was absent from the program during the monitor's visit. During interview, Tenant #4 reported he/she believed the program nurses assessed him/her appropriately when medical concerns required hospitalization in April 2013.

- Regulatory Insufficiency: None noted.

C. Structural Requirements

Complaint/Incident Allegation: It was alleged the program did not keep the environment clean.

- Monitoring Observation: The monitor observed the common areas of the building to be clean, odor free and home-like in appearance. The monitor observed the apartments of three tenants, Tenants #2, #3 and #4. Tenant #3 and Tenant #4's apartments were clean, odor-free. Tenant #2's apartment was cluttered. The monitor

noted take-out cups with remaining liquid and other food items lying around by the bed in the bedroom and personal items piled around in the bedroom but the main living areas (kitchen, bathroom and living room) were less cluttered and clean. The carpet had what appeared to be spills of drinks or foods in the kitchen area.

During interview, Tenants #2, #3 and #4 reported satisfaction with the homemaking services provided by the program. All three tenants felt the homemakers did a very thorough job when assisting with housekeeping duties once weekly.

- Regulatory Insufficiency: None noted.

D. Other

Complaint/Incident Allegation: It was alleged the program did not provide or assure availability for tenant transportation for medical appointments.

- Monitoring Observation: The program did not provide transportation for tenants. There were multiple area agencies that provide transportation. It is each tenant's responsibility to seek out and secure transportation for all appointments.

- Regulatory Insufficiency: None noted.