IOWA DEPARTMENT OF
INSPECTIONS & APPEALS

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Complaint/Incident Intake #: 45903-C

November 14, 2013

Mr. Craig Bell, Administrator
Rose of Waterloo
421 Oak Avenue
Waterloo, IA 50703

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

Dear Mr. Bell:

Enclosed is the **Final Complaint/Incident Investigation Report** from the on-site monitoring visit of November 6 & 7, 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:

Craig Bell, Administrator
The Rose of Waterloo
421 Oak Ave.
Waterloo, Iowa 50703

Complaint/Incident Intake #:

45903-C

Date of Complaint/Incident Investigation:

November 6 and 7, 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:	58
Number of tenants with cognitive disorder:	1
Total Population of Program at time of on-site	59
TOTAL census of Assisted Living Program	59

Program History –During the course of the Recertification visit conducted on September 23 and 24, 2013, the program received regulatory insufficiencies in the areas of: Evaluation and Service Plans.

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

A. Occupancy Agreement

Complaint/Incident Allegation: It was alleged the program increased the amount paid for services without giving a 30 day notice to tenants.

- Monitoring Observation: The service provider for the assisted living changed from Lutheran Services Inc. to Comfort Care Inc. in mid-July 2013. The previous Clinical Manager from Lutheran Services Inc. was hired by Comfort Care Inc.to continue to act as the Clinical Manager at the assisted living. While employed by both Lutheran Services Inc. and Comfort Care Inc. the previous Clinical Manager handled all billing for the Basic Service Plan. The previous Clinical Manager left employment with the program and the new Clinical Manager took over billing for the Basic Service Plan. The fee for the Basic Service Plan was one hundred dollars per month. All tenants were informed of the Basic Service Plan, what the plan included for service provision and the cost of the service plan upon admission to the program. The information as described above was included in each tenants' occupancy agreement. Each tenant signed and dated the occupancy agreement prior to moving into the program.

  The Basis Service Plan information was included on Addendum C of the occupancy agreement. The Basic Service Plan included the cost of activities and special events, on-site staffing to provide response to emergencies, 24 hour staffing for additional security at night and on weekends, mandatory evaluations required by regulation 30 days after admission and with all significant changes in condition, five free care calls each month to assist with meeting tenant needs and requests, wellness clinics such as blood pressure clinics and flu shot clinics, and community resource liaison services. Addendum C indicated in qualified cases, a tenant's payment obligation for the Basic

Service Plan may be reduced so that the basic service plan did not exceed 25 percent of a tenant's net disposable income. The formula for determination of the net disposable income was identified to be the tenant's qualified income minus rent fees, fees for the pendent system required by the program for emergency notification and cost of congregate meals served at the program. If the tenant's remaining income after subtracting the three items was four hundred dollars or less then the tenant was eligible to receive a reduced fee for the Basic Service Plan.

In October 2013, the first month of billing for the new Clinical Manager of the program, the new Clinical Manager sent out a bill to all tenants residing at the program for the full fee of one hundred dollars. Several tenants then reported they had being billed for the Basic Service Plan at a reduced amount.

After looking through the previous Clinical Manager's paperwork, the program identified nine tenants who had been receiving the Basic Service Plan at a reduced rate. The program Administrator was unable to find any documentation indicating why the nine tenants, Tenants #1, #2, #3, #4, #5, #6, #7, #8 and #9, had been receiving the reduced fees so the Administrator completed the formula as identified above using the qualified income identified by each tenant on the last annual financial update. The program identified only one tenant, Tenant #2, who was to be receiving a reduced fee for the Basic Service Plan.

The program could not identify why the previous Clinical Manager had been allowing the other eight tenants to receive the service plan at a reduced rate.

During interview, Tenant #2 reported he/she had been receiving a reduced fee for the Basic Service Plan and continued to receive a reduced fee due to being "low income."

During interview, Tenant #3 reported he/she had received a reduced fee, paying fifteen dollars, for the Basic Service Plan since admission to the program. Tenant #3 reported receiving a bill in October 2013 for one hundred dollars. Tenant #3 was unsure why the change in fees had occurred and had brought this to the attention of the administration. The administration indicated they did not know why Tenant #3 was getting the reduced fee as when checked recently, Tenant #3 did not qualify for a reduced fee. Tenant #3 reported receiving a letter in mid-October 2013 which indicated the program had chosen to allow Tenant #3 to pay the reduced amount in October and would not be billed the full fee for the Basic Service Plan until the month of November 2013.

During interview, Tenant #4 reported he/she had received a reduced fee, for the Basic Service Plan since admission to the program. Tenant #4 reported he/she had told the previous Clinical Manager that Tenant #4 did not have enough money to pay for the full fee so the previous Clinical Manager "just let me pay what I could afford." Tenant #4 reported receiving a bill in October 2013 for one hundred dollars. Tenant #4 was unsure why the change in fees had occurred and reportedly told the administration he/she "could not pay one hundred dollars so they'd just have to live with it". Tenant #4 reported receiving a letter in mid-October 2013 which indicated the program had chosen to allow Tenant #4 to pay the reduced amount in October and would not be billed the full fee for the Basic Service Plan until the month of November 2013.

During interview, Tenant #5 reported he/she had a payee who was responsible for payment of all bills and did not know anything about the fee for the Basic Service Plan.

During interview, Tenant #6 had received a reduced fee for the Basic Service Plan since admission to the program. Tenant #6 reported receiving a bill in October 2013 for one hundred dollars. Tenant #6 reported his/her income had increased since admission to the program when his/her spouse died three years prior. Tenant #6 had been residing at the program for four years. At that time, Tenant #6 started getting the spouse's income. Tenant #6 had no concerns related to the increase in fee for the Basic Service Plan and understood the increase in income was the reason for the increase in the fee.

During interview, Tenant #7 reported he/she had a power of attorney for financial who was responsible for payment of all bills and did not know anything about the fee for the Basic Service Plan.

During interview, Tenant #8 reported he/she had received a reduced fee for the Basic Service Plan since admission to the program. Tenant #8 reported receiving a bill in October 2013 for one hundred dollars. Tenant #8 reported he/she received an inheritance and no longer qualified for Medicaid, the waiver and a reduced fee for the Basic Service Plan. Tenant #8 had no concerns related to the increase in fee for the Basic Service Plan and understood the increase in income was the reason for the increase in the fee.

The monitor was unable to reach Tenants #1 and #9.

All nine tenants had signed occupancy agreements prior to admission to the program. None of the occupancy agreements or service plans for each tenant included an actual amount each tenant was paying for the Basic Service Plan. Each occupancy agreement stated the fee was one hundred dollars.

The administration was unsure why Tenant #3 and Tenant #4 had been receiving a reduced fee but, when the formula was used to determine reduced fee in October 2013, Tenants #3 and #4 did not qualify for a reduced amount. The program had initially not given 30 day notice to the tenants with the increase but later, after noting the discrepancy, gave 30 day notice to each tenant who had a change noted. None of the nine tenants were required to pay the full one hundred dollar fee during the month of October 2013. While a deviation from the requirements of the rules was found, it did not meet the standard set forth in the rule 67.10(3) for determining that a regulatory insufficiency exits.

- Regulatory Insufficiency: None noted.

During the course of the investigation, the following allegations were made:

B. Tenant Rights

Complaint/Incident Allegation: It was alleged the program's emergency pendant system did not always function appropriately, was not monitored by Comfort Care Inc. to assure each pendant was functioning and response to the pendant system when pushed was not timely, at times exceeding 20 minutes for a response time.

- Monitoring Observation: The program's pendent system stored all pages and critical information from the pendants on a computer program. The program noted low batteries and non-functioning pendants when occurring. The program policy on the emergency pendent system required the program to monitor each pendent for function at least annually. Comfort Care Inc. had been providing services to program tenants since mid-July 2013. Comfort Care Inc. became aware of tenant concerns related to non-functioning emergency pendants one week prior to the on-site visit. Comfort Care Inc. staff members immediately checked all tenant emergency pendants for function and initiated a plan to monitor the emergency pendants on a monthly basis to assure adequate functioning.

  During interview, Tenants #4, #7, #8, #10 and #11 all reported having no issues with the program's emergency system, never noting non-functioning pendants. All five tenants reported staff member response to use of the pendant had always been timely, citing times of five to ten minutes for response times.

  During interview, Tenant #6 reported about two years ago he/she had pushed the pendant and did not get staff response due to a non-functioning pendant but had not had this happen since that time. Tenant #6 reported not really needing to use the system in the last two years but at times had bumped the pendant, summoning staff members accidentally. Tenant #6 reported staff members came very quickly.

  During interview, Tenant #12 reported about three years ago he/she had pushed the pendant and did not get staff response due to a non-functioning pendant but had not had this happen since that time. Tenant #12 reported no concerns currently with non-functioning pendants and reported staff member response to be timely with five to ten minute response time.

  During interview, Tenant #13 reported about two weeks prior to the on-site visit he/she found the emergency pendant worn by Tenant #13 to be non-functioning. Tenant #13 told the program about it. Tenant #13 was without a pendant for two days but Comfort Care Inc. staff members came in every two hours to check to see if Tenant #13 was safe and to see if Tenant #13 had any requests. Tenant #13 reported he/she had never had problems with a non-functioning pendant before this or after. Tenant #13 reported staff member response time was very quick and had no concerns.

- Regulatory Insufficiency: None noted.

C. Other

Complaint/Incident Allegation: It was alleged the program's emergency pendant system, a qualifying expense for third party payment under Medicaid waivers, was not being billed to the waiver but was being billed to each individual tenant.

- Monitoring Observation: The program identified 30 tenants had a Medicaid waiver as a third party payee. The program presented documentation of all 30 tenants' monthly charges for the program's emergency pendant system was billed to the Medicaid waiver for payment. All thirty tenants bill each month included the fee for the emergency pendant system at the top of the bill and then showed the charge for service deducted from the total prior to noting what each tenant owed for the month. The payment deducted from the total amount was clearly identified as being paid for by the Medicaid waiver.

- Regulatory Insufficiency: None noted.