DEPARTMENT OF INSPECTIONS AND APPEALS

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	S0026	A. BUILDING: _____ B. WING _____	C 05/12/2025

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
THOMAS GROVE AL MEMORY CARE	365 MARION BLVD MARION, IA 52302

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
A 000	Initial Comments Assisted Living Programs for People with Dementia are defined by the population served. The census numbers were provided by the Program at the time of the on-site. Number of tenants without cognitive impairment: 22 Number of tenants with cognitive impairment: 6 Total census: 26 The following regulatory insufficiency was cited related to the investigation of Complaint #125838-C: 231C.5 (2)(a) Written occupancy agreement required. 2. An assisted living program occupancy agreement shall clearly describe the rights and responsibilities of the tenant and the program. The occupancy agreement shall also include but is not limited to inclusion of all of the following information in the body of the agreement or in the supporting documents and attachments: a. A description of all fees, charges, and rates describing tenancy and basic services covered, and any additional and optional services and their related costs. This REQUIREMENT is not met as evidenced by: Based on interview and record review the Program failed to identify and disclose charges a tenant was responsible for after a 30-day written notice was provided. This pertained to 1 of 2 discharged tenants reviewed (Tenant C1).	A 000		

DIVISION OF HEALTH FACILITIES - STATE OF IOWA
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE TITLE (X6) DATE

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A 000	Continued From page 1 Findings follow: 1. Review of Tenant C1's file on 5/7/25 and 5/12/25 revealed Tenant C1 was admitted on 7/24/24. The Village Ridge Occupancy Agreement was signed on 7/23/24 by Tenant C1's power of attorney (POA) and a program representative. The agreement indicated under section (2), the agreement began on the move in date listed and would be in effect for the duration of the tenant's occupancy at Village Ridge Assisted Living. It also noted changes in the agreement or fee structure would only be made upon a 30 day written notice. The occupancy agreement could be changed to reflect the change in services, policies or financial arrangements. The agreement indicated under section (44), the tenant had the right to terminate the agreement at any time with a 30 day written notice. Further record review revealed a Notice of Voluntary Termination of the Resident Agreement was provided. It indicated if the move out date was less than 30 days from the date of the letter the tenant would be responsible to pay all fees due until the end of the 30th day. It was not an addendum to the occupancy agreement or included in the occupancy agreement. The Notice of Voluntary Termination of the Resident Agreement form indicated the Program received notice on 1/18/25 that Tenant C1 was moving out effective 1/31/25. 2. Review of Tenant C1's monthly billing statements indicated the following: - Statement date of 12/31/24 due on 1/1/25 indicated a charge for monthly rent for 1/1/25 to 1/31/25 ($4816.00). - Statement date of 1/31/25 due on 2/1/25	A 000		

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A 000	Continued From page 2	A 000		

indicated a charge for monthly rent for 2/1/25 to 2/28/25 ($4816.00).
- Statement date of 2/28/25 due on 3/1/25 indicated a charge for monthly rent and charges from 2/1/25 to 2/16/25 of $2.753.06.
- Statement date of 3/31/25 due on 4/1/25 indicated a balance forward due of $2.753.06.
- Statement date of 4/30/25 due on 5/1/25 indicated a balance forward due of $2753.06 and a $200.00 late fee for a total of $2953.06

3. When interviewed on 5/12/25 at 10:46 a.m. the Executive Director (ED) said she was at the program on a weekend as the manager on duty and Tenant C1 said he would be moving at the end of the month. The Executive Director told him he would need to sign a notice to vacate document. She went to get the document but he refused to sign it. She said he still owed a partial last month of rent. He was sent a bill and he called and yelled. A bill was sent to Tenant C1's POA to try to get resolution. The POA said the occupancy agreement was vague and it was not spelled out that the tenant would be responsible fees after a 30 day notice. The ED said section #2 and section #44 (see above) was where it was implied in the occupancy agreement.

In summary, the occupancy agreement signed on 7/23/24 indicated the agreement would be in effect during the duration of the tenant's occupancy. It also indicated a tenant could terminate the agreement with a written 30 day notice. A written notice was given on 1/18/25 that the tenant was moving out effective 1/31/25. The voluntary termination of the agreement form indicated the tenant would be responsible for fees until the 30th day; however, the form was not a part of the signed occupancy agreement. Tenant C1 was billed for rent for 2/1/25 to 2/16/25, after

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A 000	Continued From page 3 Tenant C1's physical occupancy of the apartment ended. The occupancy agreement did not indicate a tenant would be responsible for fees after the tenant's occupancy ended if less than 30 days from the time of the notice provided.	A 000		