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
	S0278	A. BUILDING: _____ B. WING _____	C 01/28/2026

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
GARDENS AT CHEROKEE	1610 HIGHWAY 3 CHEROKEE, IA 51012

(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 are defined by the type of population served. The census numbers were provided by the Program at the time of the on-site. Tenants without cognitive impairment: 28 Tenants with cognitive impairment: 5 Total census: 33 The following regulatory insufficiencies were cited during the investigation of Complaint #130505-C. ********** 231C.5(2)b(2)h Written Occupancy agreement required. 231C.5(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: b(2) The occupancy agreement shall specifically include a statement regarding each of the following: h. Occupancy, involuntary transfer, and transfer criteria and procedures, which ensure a safe and orderly transfer. This REQUIREMENT is not met as evidenced by: Based on interview and record review the Program failed to ensure the Occupancy Agreement (OA) included the required information for an involuntary transfer. This pertained to 1 of 1 tenant served an involuntary	A 000	see attached poc 3/13/26	

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 transfer notice (Tenant #1) in December 2024. Finding follows: Record review on 1/26/26 of Tenant #1's file revealed: a. A letter dated 12/27/24 issued a 30 day vacate notice to Tenant #1. b. OA dated 11/08/24, signed by Tenant #1 failed to include information regarding involuntary transfers, and transfer criteria and procedures. When interviewed on 1/26/26 at 3:42 p.m. the management team confirmed the Program failed to include the required information in the OA. ********** 231C.5(2)b(2)i Written Occupancy agreement required. 231C.5(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: b(2) The occupancy agreement shall specifically include a statement regarding each of the following: i. The internal appeals process provided relative to an involuntary transfer. This REQUIREMENT is not met as evidenced by: Based on interview and record review the Program failed to ensure the Occupancy Agreement (OA) included the required information for an appeals process provided for	A 000		

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A 000	Continued From page 2 an involuntary transfer. This pertained to 1 of 1 tenant served an involuntary transfer notice (Tenant #1) in December 2024. Finding follows: Record review on 1/26/26 of Tenant #1's file revealed: a. A letter dated 12/27/24 issued a 30 day vacate notice to Tenant #1. b. OA dated 11/08/24, signed by Tenant #1 failed to include an internal appeals process relative to involuntary transfer. When interviewed on 1/26/26 at 3:42 p.m. the management team confirmed the Program failed to include the required information in the OA. ********** 231C.5(2)b(2)j Written Occupancy agreement required. 231C.5(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: b(2) The occupancy agreement shall specifically include a statement regarding each of the following: j. The program's policies and procedures for addressing grievances between the assisted living program and the tenants, including grievances relating to transfer and occupancy. This REQUIREMENT is not met as evidenced by: Based on interview and record review the	A 000		

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A 000	Continued From page 3 Program failed to ensure the Occupancy Agreement (OA) included the required information for addressing grievances for transfer and occupancy. This pertained to 1 of 1 tenant served an involuntary transfer notice (Tenant #1) in December 2024. Finding follows: Record review on 1/26/26 of Tenant #1's file revealed: a. A letter dated 12/27/24 issued a 30 day vacate notice to Tenant #1. b. OA dated 11/08/24, signed by Tenant #1 failed to include policies and procedures to address grievances between the program and tenants related to transfer and occupancy. When interviewed on 1/26/26 at 3:42 p.m. the management team confirmed the Program failed to include the required information in the OA.	A 000		
A 155	481-67.3(1) Tenant Rights 481-67.3 Tenant rights. All tenants have the following rights: 67.3(1) To be treated with consideration, respect, and full recognition of personal dignity and autonomy. This REQUIREMENT is not met as evidenced by: Based on interview and record review the Program failed to consistently ensure tenant autonomy by excluding tenants from meetings regarding possible involuntary discharge. This pertained to 1 of 1 tenant served an involuntary transfer notice (Tenant #1) in December 2024.	A 155		

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A 155	Continued From page 4 Finding follows: Record review on 1/22/26 revealed a letter addressed to Tenant #1 dated 12/27/24 for the purpose to serve as a 30 day notice to vacate the Program. Further review revealed a progress note dated 12/26/24 summarizing a meeting regarding the Program's concerns regarding Tenant #1's unmanageable incontinence and the ability to meet his needs. Per the note the Program Director told Tenant #1's daughter it would be inappropriate to have her kids at the meeting due to the discussion of incontinence. Tenant #1's daughter and brother attended the meeting while the kids stayed with Tenant #1. When the daughter and brother were upset about not being notified of his incontinence prior to the meeting, the Program indicated Tenant #1 was cognitively intact, very capable, and aware of what he was refusing to do for himself. When interviewed on 1/21/26 at 9:00 a.m. Tenant #1's daughter said she agreed to hold the meeting without her father present because she felt there were no other options. Further record review on 1/26/26 revealed Tenant #1 had no cognitive impairment and maintained the ability to make decisions regarding his care. The Program provided documentation of Tenant #1's legal status. When interviewed on 1/27/26 at 9:54 a.m. the Program's management team confirmed Tenant #1 had the ability to make decisions regarding his care but the Program excluded him from the meeting to discuss his possible involuntary transfer for unmanageable incontinence.	A 155		

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A 165	481-67.3(3) Tenant Rights 481-67.3 Tenant rights. All tenants have the following rights: 67.3(3) To receive respect and privacy in the tenant's medical care program. Personal and medical records shall be confidential, and the written consent of the tenant shall be obtained for the records' release to any individual, including family members, except as needed in case of the tenant's transfer to a health care facility or as required by law or a third-party payment contract. This REQUIREMENT is not met as evidenced by: Based on interview and record review the Program failed to consistently ensure tenant privacy by discussing possible involuntary discharge with his brother. This pertained to 1 of 1 tenant served an involuntary transfer notice (Tenant #1) in December 2024. Finding follows: Record review on 1/22/26 revealed a letter addressed to Tenant #1 dated 12/27/24 for the purpose to serve as a 30 day notice to vacate the Program. Further review revealed a progress note dated 12/26/24 summarizing a meeting regarding the Program's concerns regarding Tenant #1's unmanageable incontinence and the ability to meet his needs. Per the note, Tenant #1's daughter and brother attended the meeting while the kids stayed with Tenant #1. When the daughter and brother were upset about not being notified of his incontinence prior to the meeting, the Program indicated Tenant #1 was cognitively intact, very capable, and aware of what he was	A 165		

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A 165	Continued From page 6 refusing to do for himself. Further record review on 1/26/26 revealed Tenant #1 had no cognitive impairment and maintained the ability to make decisions regarding his care. The Program provided documentation of Tenant #1's legal status. When interviewed on 1/27/26 at 9:54 a.m. the Program's management team confirmed Tenant #1 had the ability to make decisions regarding his care but the Program excluded him from the meeting to discuss his possible involuntary transfer for unmanageable incontinence. Review on 1/28/26 revealed Tenant #1's consent form dated 11/08/24, designated Tenant #1's daughter as a person to share his personal information with from the Program. The form failed to include Tenant #1's brother. On 1/28/26 the Program confirmed the form did not include Tenant #1's brother as a designated person to receive personal information.	A 165		
A 220	481-69.24(1)b Involuntary Transfer from Program 69.24(1) Program initiation of transfer. If a program initiates the involuntary transfer of a tenant and the action is not the result of a monitoring, including a complaint investigation or program-reported incident investigation, by the department and if the tenant or tenant's legal representative contests the transfer, the following procedures shall apply: b. The program shall immediately provide to the office of long-term care ombudsman, by certified mail, a copy of the notification and notify the	A 220		

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A 220	Continued From page 7 tenant's treating physician, if any. This REQUIREMENT is not met as evidenced by: Based on interview and record review the Program failed to provide notification of a tenant involuntary transfer to the long-term care ombudsman by certified mail. This pertained to 1 of 1 tenant (Tenant#1) served notice of involuntary discharge in December 2024. Finding follows: Record review on 1/27/26 revealed a notice dated 12/27/24 to Tenant #1. The notice served as a 30 day notice to vacate the Program by 1/26/25. Further review of the letter revealed no notation the Program notified the long-term care ombudsman via certified mail. When interviewed on 1/26/26 at 12:52 p.m. the long-term care ombudsman confirmed the Program failed to send the notification via certified mail. During the exit on 1/27/26 at 3:50 p.m. the management team confirmed the Program failed to send the involuntary transfer notice via mail as required.	A 220		

The Gardens at Cherokee Plan of Correction

Complaint Survey completed 1/28/26

A000 231C.5 Written Occupancy Agreement

- Program occupancy agreement will be updated to include the details of the involuntary transfer including the criteria and procedure for an involuntary transfer. Occupancy agreement also updated to include the internal appeals process for involuntary transfer and resident grievance process for all concerns including involuntary transfer.
- Updates to be completed to OA by 3/13/26. All residents will be given a copy of changes by 3/17/2026 and the updated OA will be used with all future admissions.

A155 481-63.7 Tenant Rights

- AL program Director and the Director of Nursing will be re-educated on tenant rights including the right to be treated with consideration, respect, and full recognition of personal dignity and autonomy. Both the program director and DON understand that autonomous tenants should be included in all meetings regarding their care and involuntary transfers going forward. Education completed 2/27/26.
- Consulting group created involuntary transfer process that includes step by step direction and consultant oversight to avoid future violations of resident rights. Education completed and process in place by 3/13/26.

A165 481-63.7 Tenant Rights

- AL program Director and the Director of Nursing will be re-educated on tenant rights including the right to receive respect and privacy in the tenant's medical care program. Both the program director and DON understand that unless they have a tenant's express written permission or POA paperwork for dependent tenants to share private health information, they will not share that information moving forward. Education completed 2/27/26.
- Consulting group created involuntary transfer process that includes step by step direction and consultant oversight to avoid future violations of resident rights. Education on process completed and process in place by 3/13/26.

A220 481-69.24 Involuntary Transfer

- AL program Director educated on need to notify the Ombudsman office via certified mail with a copy of any involuntary discharge notice. Education completed 2/27/26.

- Consulting group created involuntary transfer process that includes step by step direction and consultant oversight to avoid future violations of code during the involuntary discharge process. Process includes step to notify Ombudsman via certified mail and provide scanned copy of mail certificate to consulting group. Education on process completed and process in place by 3/13/26.