IOWA DEPARTMENT OF
INSPECTIONS & APPEALS

TERRY E. BRANSTAD
GOVERNOR

KIM REYNOLDS
LT. GOVERNOR

RODNEY A. ROBERTS, DIRECTOR

**Complaint/Incident Intake #: 37493-C**

February 27, 2012

Ms. Anita Zemba-Schadt, Director
Petersen Commons
1607 W. 12th Street
Davenport, IA 52804

**RE: Final Complaint/Incident Investigation Report – Petersen Commons, Davenport, IA**

Dear Ms. Schadt:

Enclosed is the **Final Complaint/Incident Investigation Report** from the on-site monitoring visit of February 14, 2012, 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 515/281-4116.

Sincerely,

*Jim Berkley*

Jim Berkley
Program Coordinator
Adult Services Bureau

Enclosure

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

**Assisted Living Program:**

Anita Zemba-Schadt, Director
Petersen Commons
1607 W. 12th Street
Davenport, IA 52804

**Complaint/Incident Intake #:** 37493-C

**Date of Complaint/Incident Investigation:**

February 14, 2012

**Monitor(s):**

Stephanie Cummins, MA
Margaret Kaltefleiter, RN MS

**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: | 4 |
| Total Population of Program at time of on-site | 46 |
| **TOTAL census of Assisted Living Program** | 46 |

**Program History** – The program received regulatory insufficiencies during this certification period in the areas of Evaluation of Tenants, Service Plan, Medications and Nurse Review.

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

**A. Involuntary Discharge**

Complaint/Incident Allegation: It was alleged a tenant received an involuntary discharge notice and appropriate information was not provided and the appropriate parties were not involved in the process. It was alleged tenant rights were not upheld regarding interactions with administrative staff.

- Monitoring Observation: Four tenant files were reviewed.

  Tenant #1, a 68 year old, was admitted on 10-2-10 and diagnoses include: Stroke, Breast Cancer, Jaw Bone Cancer, Transient Ischemic Attack, Stroke, Head Aneurysm, Left sided Weakness, Cardiac, Hypertension (HTN) and Anxiety Disorder. Tenant #1 scored a 0/28 on the Cognitive Ability Assessment, which indicated low risk. Tenant #1 was discharged on 1-13-12. Tenant #1 signed the occupancy agreement. Tenant #1 was voluntarily discharged, according to the Director.

  According to the Narrative Notes, on 1-5-12, Tenant #1 was transferred to the hospital via ambulance and admitted to the pulmonary unit due to medical issues. On 1-11-12, Tenant #1 reported he/she wanted to transfer to a skilled care facility as he/she no longer felt capable to live at the Program. Tenant #1 also informed the hospital and hospital's social worker of his/her desire to transfer to a skilled care facility. According to a Program nurse, Tenant #1 was no longer appropriate for assisted living. According to the Narrative Notes, on 1-12-12, the Program issued an emergency transfer notice. Tenant #1 was voluntarily discharged, according to the Director.

Tenant #2, a 77 year old, was admitted on 12-8-11 and diagnoses include: Dementia, Implantable Cardiac Defibrillator, Chest Pain, Syncope and HTN. Tenant #2 was staged at a four on the Global Deterioration Scale (GDS), which indicated moderate cognitive decline. Tenant #2 was discharged on 1-26-12. Tenant #2 was voluntarily discharged, according to a Program record. Tenant #2's legal representative signed the occupancy agreement. According to the Narrative Notes, on 1-5-12, during the previous two weeks, Tenant #2 had been wandering and had been difficult at times to redirect. Tenant #2 was assessed by a long term care facility (LTC) on 1-4-12 for transfer. On 1-26-12, Tenant #2 transferred to a LTC facility. Tenant #2 was voluntarily discharged, according to a Program record.

Tenant #3, a 68 year old, was admitted on 9-8-10 and diagnoses include: Ileostomy, Neuropathic Pain, Panic Disorder, Migraine, Depression, Diabetes, Nausea, Insomnia, Chronic Obstructive Pulmonary Disease, Diabetes, Congestive Heart Failure and Atrial Fibrillation. Tenant #3 scored a 27/30 on the Mini Mental State Examination. Tenant #3 was discharged on 1-6-12. Tenant #3 was discharged on an involuntary basis and was the only tenant identified by the Program as being discharged on an involuntary basis in the past three months. Tenant #3 signed the occupancy agreement. A family member also signed the occupancy agreement, in the Lessee; Legal Representative, section on the signature page. A document was not found in the file that indicated Tenant #3 had a legal representative or that a legal representative was enacted.

Tenant #3 received a Non-Compliance Notice and Notice of Thirty (30) Day Probationary Period, dated 11-22-11. The notice indicated Tenant #3 failed to comply with the terms of rental agreement and/or requirements of Section 562A.9 of the Code of Iowa. According to the notice, the Program had a policy of terminating the lease in its discretion if any of the following events occurred: a tenant posed a threat to self or others and refused to abide by community rules and regulations. The notice addressed concerns with Tenant #3 not abiding to the medication policy. The notice indicated Tenant #3 was placed on thirty (30) day probation. Tenant #3 had the right to respond to the notice.

Narrative Notes dated 12-20-11 indicated Tenant #3's case worker called and spoke with the Director and Staff #2 regarding a phone call from Tenant #3. Tenant #3 told the case worker that the Director told Tenant #3 if he/she was in so much pain he/she shouldn't be going out. Staff #1 and the Director were present in his/her apartment on 12-19-11 when they talked to Tenant #3. The notes indicated the statement did not occur and the Director said if he/she was in so much pain why was he/she going out. Tenant #3's response was that he/she had stuff to do, according to the notes.

A Notice of Transfer of Tenancy was dated 12-22-11 and provided a 30-day move out date. The notice provided information including the reasons for transfer, the internal appeals process and referenced the Notice of Thirty (30) Day Probationary Period. The reason for transfer indicated he/she required more than one staff present at all times while providing cares and/or having conversations with the Tenant #3. On numerous documented occasions he/she fabricated false conversations regarding cares, medications and/or services that did not occur which posed a threat to self and others, including staff, according to the notice.

The Program provided copies of the certified mail receipts that showed the letter was sent to Tenant #3 and his/her family member dated 12-22-11. Narrative Notes dated 12-22-11 indicated Tenant #3's case worker was informed of the 30-day notice.

According to Narrative Notes dated 12-21-12, Tenant #3 received verbal notice and Tenant #3's family member called while the Director and Staff #2 were in the apartment. The family member was put on speaker phone and was informed of the verbal notice being given. The family member was informed of the right to appeal during the conversation. According to the Director, the notice was not appealed. Tenant #3 was involuntarily discharged; however, the transfer was not contested.

Tenant #4, an 81 year old, was admitted on 5-28-11 and diagnoses include HTN, Depression, Arthritis and Heart Burn. Tenant #4 was staged at a three on the GDS, which indicated mild cognitive decline. Tenant #4 was discharged on 2-1-12. Tenant #4's legal representative signed the occupancy agreement. Tenant #4 was voluntarily discharged, according to a Program record.

The Department's administrative rules indicated if a program initiated the involuntary transfer of a tenant and if the tenant or tenant's legal representative contested the transfer, several procedures were required including notifying the tenant or tenant's legal representative of the need to transfer, reason for transfer and contact information for the tenant advocate. The procedures were required by rule if the transfer was involuntary and if the transfer was contested. Tenants #1, #2 and #4 were transferred on a voluntary basis. Tenant #3 was transferred on an involuntary basis; however, the transfer was not contested.

The Program's policy on Voluntary and Involuntary Transfer identified the process used for both voluntary and involuntary transfer out of the Program when a tenant no longer met the criteria for residence in the Program. The Program provided a consistent procedure to follow and protect the rights of the tenants in the event of an involuntary transfer.

Staff #2 and the Director stated tenant rights were upheld.

Three tenants were interviewed. All three tenants stated they felt safe living at the Program. Two of the tenants stated they were happy living there and it was a very nice place to live, staff treated them well, they felt they could go to administration with concerns and their tenant rights were upheld.

- Regulatory Insufficiency: None noted.