IOWA DEPARTMENT OF
INSPECTIONS & APPEALS

TERRY E. BRANSTAD
GOVERNOR

KIM REYNOLDS
LT. GOVERNOR

RODNEY A. ROBERTS, DIRECTOR

DEMAND LETTER
CERTIFIED
Complaint Intake #: 38895-C
39029-C

August 3, 2012

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

RE: I. Amended Final Complaint/Incident Investigation Report
II. Civil Penalty
III. Appeals/Hearings
IV. Conclusion

Dear Ms. Zemba-Schadt:

I. Amended Final Complaint/Incident Investigation Report – Petersen Commons, Davenport, IA

Enclosed is the **Amended Final Complaint/Incident Investigation Report** 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. The Report notes Regulatory Insufficiencies in the area(s) of: Tenant Rights, Medications, Occupancy Agreement, Service Plans and Other (Managed Risk). The Final Report was amended to include wording that while deviation from requirements was found it did not meet the standards for determining a Regulatory Insufficiency exists. **Petersen Commons** ("Program") is being assessed a $1500 civil penalty pursuant to Iowa Code section 231C.14 and 481 IAC 67.12(3)(a).

II. Civil Penalty

If, within 30 days of the receipt of this demand letter, you (1) do not request a formal hearing or withdraw your request for formal hearing, and (2) pay the civil penalty, the assessed penalty will be reduced by thirty-five percent (35%) pursuant to IAC rule 481–67.12(3)d. If you do not wish to request a formal hearing or wish to withdraw your request for formal hearing, please send a cover

letter to the attention of **Jim Berkley** and remit the civil penalty assessed by check or money order to the State of Iowa in the amount of nine hundred seventy five dollar ($975) within 30 business days after the receipt of this demand letter.

III. Appeals/Hearings

The Program may appeal the DIA decision in accordance with IAC rule 481—67.13 within thirty (30) days of this notice, by submitting a request for appeal to DIA. A contested case hearing will be held pursuant to Iowa Code chapter 17A and IAC chapter 481—10. If the Program appeals the DIA decision, the civil penalty will be suspended pending the appeal process. If the Program does not appeal, the civil penalty is due within 30 days of notice.

IV. Conclusion

The Program is being assessed a $1500 civil penalty pursuant to Iowa Code section 231C.14 and 481 IAC 67.12(3)(a). The Plan of Correction (POC) submitted on July 11, 2012, has been reviewed and will constitute the final POC related to the on-site visit of May 22, 23, 24 and 29, 2012. The Request for Reconsideration was denied based on department review and determination that monitors' onsite review, interviews and documentation supported the regulatory insufficiencies cited.

DIA may revisit the Program to confirm compliance in fulfilling the POC's corrective measures. If the Program wishes to appeal the final findings, the Program may do so within 30 days of this letter.

If you have any questions in regard to this letter and enclosed Report, please contact your Program Coordinator, Jim Berkley, at 515/281-4116.

Sincerely,

Ann Martin

Ann Martin, Bureau Chief
Adult Services Bureau

Enclosure

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

Assisted Living Program: **Complaint/Incident Intake #:** 38895-C; 39029-C

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

Date of Complaint/Incident Investigation:

May 22, 23, 24 & 29, 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:	46
Number of tenants with cognitive disorder:	4
Total Population of Program at time of on-site	50
TOTAL census of Assisted Living Program	50

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. Tenant Rights

Complaint/Incident Allegation #38895-C; #39029-C: It was alleged a tenant was concerned regarding the possibility of receiving a 30 day notice.

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed and thirteen tenant interviews (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were held.

  Tenant #4, a 71 year old, was admitted on 3-8-10 and diagnoses include: Dementia, Spinal Stenosis, Degenerative Disc and Bursitis. According to Narrative Notes dated 1-31-12, a meeting was held with Tenant #4, Tenant #4's family members and case manager, Staff #6 and the Director regarding the level of medical need Tenant #4 had presented over a long period of time and about Tenant #4's behaviors. There were constant medication request changes, calling the office and kitchen frequently, self-medicating; Tenant #4's negative attitude and the amount of time and attention Tenant #4 required from the medical staff. A plan was agreed between all parties present and it would be reviewed the beginning of March. Narrative Notes dated 3-7-12 indicated a meeting was held on 3-6-12 with Tenant #4, Tenant #4's family members and case manager, Staff #6 and the Director. Issues regarding behaviors were addressed and Tenant #4 understood Tenant #4 had to be honest with staff about Tenant #4's medical condition or the Program would not be able to care for Tenant #4. Tenant #4 said the Program kept threatening to kick Tenant #4 out because Tenant #4 called the office too much and had too many medication changes. Tenant #4 made a list of telephone calls and tried not to call more than necessary. Review of the file did not indicate a 30 day move out notice had been given.

Tenant #5, a 68 year old was admitted on 6-29-06 and diagnoses include: Depression Disorder, Hypothyroidism, Hyperlipidemia and Hashimoto Encephalopathy. Narrative Notes dated 4-27-12 indicated other tenants' newspapers had been missing frequently, it was also suspected that Tenant #5 propped fire doors open; although Tenant #5 had not been seen doing this. According to Narrative Notes dated 5-10-12, a meeting was held with Tenant #5, Tenant #5's family member and a tenant advocate regarding a 30 day probation regarding a behavior. Tenant #5 was suspected for many months of knocking on other tenant's doors and outside walls. On 5-5-12, Tenant #5 was seen in the act, according to the Narrative Notes. The Narrative Notes indicated Tenant #5 was seen urinating out of a window at 5:00 a.m. and once Tenant #5 was seen hiding in the shadows. That was all denied by Tenant #5, according to the Narrative Notes. The 30 day probation was not given with the understanding Tenant #5 and Tenant #5's family member would go to the doctor and see about getting an anti-depressant to assist with anxiety and possible behaviors. The issue would be revisited in six weeks. Tenant #5 commented about being accused of things that Tenant #5 never did. According to a statement by Tenant #5 the program was going to issue a notice to move out, however it wasn't given and Tenant #5 wanted to stay at the Program. Review of the file did not indicate a 30 day move out notice had been given.

Tenant #7, a 74 year old, was admitted on 6-25-11 and diagnoses include: Osteoarthritis, Insulin Dependent Diabetes Mellitus, Hypothyroidism and Back Pain. Tenant #7 had a current Negotiated Risk Agreement. Tenant #7 was issued a Negotiated Risk Agreement dated 5-2-12. Tenant #7 felt capable to self administer medications. The Program did not feel it was in Tenant #7's best interest to self administer medications. Tenant #7's doctor stated in writing he/she was in agreement with the Program. Tenant #7 and Tenant #7's family gave the Program responsibility for administering medications as of 6-24-11. Tenant #7 was not always open with staff regarding health concerns and conditions. Tenant #7 was an insulin dependent diabetic and Program staff administered Tenant #7's insulin before all three meals. To ensure Tenant #7's health and safety, Tenant #7 needed to eat all meals in the dining room and arrive before the end of meal service. Tenant #7 did not always feel it was necessary to eat in the dining room but had incurred an injury when Tenant #7 had chosen not to eat in the dining room. In order for the Program to continue administering Tenant #7's medications, Tenant #7 agreed to abide by all medication rules. If Tenant #7 refused to sign the agreement it would be considered a violation of the Lease Agreement and Tenant #7 would be offered assistance in seeking alternate housing. The agreement was signed by Tenant #7 dated 5-3-12 and also signed by the Director and Staff #6. A tenant advocate attended on behalf of Tenant #7. A handwritten note on the Negotiated Risk indicated it was in place until early the following week until Tenant #7's family and Tenant #7 discussed the next step. Tenant #7 said the Director told Tenant #7 if Tenant #7 spoke badly about the Program, then Tenant #7 would have to leave. Although a Negotiated Risk Agreement was found, review of the file did not indicate a 30 day move out notice had been given.

Tenant #11, an 80 year old, was admitted on 2-16-10 and diagnoses include: Diabetes, High Cholesterol, Urinary Tract Infection, Depression and Anxiety. Tenant #11 was provided with a Non-Compliance Notice and Notice of Thirty (30) Day Probationary Period due to a violation of the Non-Smoking policy on 4- 24-12.

Although a 30 day probationary notice was found, review of the file did not indicate a 30 day move out notice had been given.

The Director said the Program did not threaten tenants, however, could not control how people felt. There was no advantage to have people leave. It was the tenant's choice and they had the right to move. Staff #6 said no tenants had ever expressed to her they felt threatened. Probation was explained in meetings but was never shared as a threat.

Review of tenant files did not indicate any tenants had received a written 30 day notice to move out.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #38895-C; #39029-C: It was alleged family members were contacted without the tenants' permission.

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed. According to a Program document, authorization to release information to family and others was signed.

  Tenants #3 and #5 signed the release and indicated questions about personal health information could be released to family. Tenant #4 signed the release and indicated questions about Tenant #4's personal health information could be released to family and clergy/pastor. Tenant #7 signed the release and indicated questions about Tenant #7's personal health information could be released to family.

  Review of tenant files revealed signed authorizations to release personal health information to family and other individuals.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged tenant cares were provided in the dining room without privacy.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed. The tenant interviews did not reveal any concerns with cares provided in the dining room. Staff #6 said there were no personal cares provided in the dining room. After the exit meeting, Staff #6 said she remembered one time when a tenant was in the dining room for breakfast and had a protective undergarment coming out of his/her pant leg and the tenant was not able to walk. The protective undergarment was twisted; she removed it and disposed of it. The Director said no cares were provided in the dining room to her knowledge.

  Tenant interviews did not reveal any concerns with cares provided in the dining room.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged tenants did not have a choice of pharmacy, including those tenants that self administered their medications.

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed and thirteen tenant interviews (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were held.

  Tenant #8 commented about self administering medications and obtained the medications from a pharmacy of Tenant #8's choice. Tenant #8's hospice provider said they could obtain Tenant #8's medications. The Program asked Tenant #8 to change to their pharmacy of choice. Tenant #8 stated Staff #6 commented that Tenant #8 could not have medications from two providers as it was too confusing and was told all of Tenant #8's medications had to come from the Program's pharmacy. Because of this change, hospice no longer paid for the medications Tenant #8 received. Tenant #8 would rather have hospice deliver the medications but Tenant #8 did what the Program directed and allowed the Program's pharmacy to supply the medications for Tenant #8...

  Several tenants said there was no choice of pharmacy; however, the tenants did not express any complaints or a desire to use another pharmacy.

  Staff #6 stated the tenants are not required to use the Program's pharmacy; however it was a preferred pharmacy. She said if the Program's pharmacy was not the pharmacy of choice, the pharmacy they chose would be required to participate in a unit dose system to accommodate the medication cart. She said if a tenant self administered, they could use any pharmacy they wanted.

  According to a departmental policy regarding medication storage the Program required tenants to utilize a pharmacy that could provide unit dosing if the Program assisted with medication management. The only exception that would be made was if the tenant's provider for prescription coverage did not offer that option.

  Tenant interviews indicated tenants did not have a choice of pharmacy.

  While a deviation from the requirements of the rules was found, it did not meet the standards set forth in rule 67.10(3) for determining that a regulatory insufficiency exists.

- Regulatory Insufficiency: None Noted

Complaint/Incident Allegation #39029-C: It was alleged if tenants were not in the dining room by a specific time they would not receive a meal.

- Monitoring Observation: Three tenant meals were observed. No tenants were observed being turned away due to arriving late. Tenant #4 identified two other tenants who had been turned away from meals due to being late. One of the tenants was seven minutes late. Tenant #5 said a tenant came down to the dining room five minutes late and was told he/she was too late. Another tenant was turned away and was told he/she had food in his/her apartment.

Tenant #5 said it had happened several times and with multiple people.

Tenant #7 stated the Program informed Tenant #7 if you were late for meals you could not eat. Tenant #7 was aware of other tenants who could not eat that arrived five to ten minutes late. Tenant #8 said every now and then Tenant #8 noticed tenants arriving one to two minutes late for meals were sent back to their apartments. Tenant #8 stated it was the Program's policy if you were late you didn't get a meal.

Tenant #9 said if tenants were late for meals they were sent back to their apartments and it happened all the time. Tenant #14 stated being late one time for a meal and staff would not serve Tenant #14. Tenant #14 had to leave the Program to go to a fast food restaurant to obtain a meal. Tenants #2, #3 and #6 were not able to be interviewed.

According to the Resident Handbook, meals were served daily in the dining room and in order to be served, tenants must be in the dining room by the following time frames: breakfast 8:00 a.m. to 8:30 a.m., lunch from 12 noon to 12:15 p.m. and dinner from 5:30 p.m. to 5:45 p.m.

Staff #5 said breakfast was served from 8:00 a.m. to 8:30 a.m., lunch was served from 12 noon to 12:15 p.m. and dinner was served from 5:30 p.m. to 5:45 p.m. She said tenants had been turned away a few times and it was usually the same tenants as there were about five tenants who were usually late. If a tenant was diabetic or had medical needs they were never turned down from receiving a meal but she did inform a nurse that the tenant was late. Staff #5 said she did not have the authorization to provide a meal or have a tray delivered to a tenant's room if they arrived after the designated meal time. If it was a medical situation she checked with a nurse first. She said she couldn't pick and choose who to turn away. She said if a tenant was just a couple minutes late, she would serve them. If a tenant was 20 minutes late and the aides had reminded the tenant three times to come to the meal, then she turned them away in order to follow the mealtime policy. She said she really did not have any reassurance the tenant would have a meal to consume as she did not know what kind of food the tenants had in their apartments.

Staff #6 said if a tenant was late for a non-medical reason the cook would turn them away and if a tenant was late for a medical reason the tenant would not be turned away.

The Director said it was in the handbook and the kitchen could not be open 24/7.

Tenant interviews indicated tenants had been turned away at meals if they arrived after the scheduled meal times.

- Regulatory Insufficiency: All tenants have the following rights: To be treated with consideration, respect, and full recognition of personal dignity and autonomy. (IAC r. 481-67.3 (1)).

Complaint/Incident Allegation #39029-C: It was alleged a tenant was yelled at by the Director while seated at a table in the dining room and was told he/she could not pray.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed. The tenant interviews did not reveal any concerns in regards to praying in the dining room. Staff #5 said she had no issues with tenants praying and was not aware of anyone being told they could not pray. She actually played Christian music at times and the tenants complained. Staff #6 said tenants can pray individually before meals. The Director said if tenants desired they could pray but could not force others.

  Interviews did not reveal any concerns with praying in the dining room.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged a tenant was told he/she could not walk in the courtyard.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed. The tenant interviews did not reveal any concerns in regards to walking in the courtyard. Staff #6 said tenants could walk in the courtyard. The Director said tenants were able to walk in the courtyard.

  Interviews did not reveal any concerns with not being able to walk in the courtyard.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged tenants were repeatedly asked why they had certain equipment in their apartments.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed. Tenant #3 and Tenant #8 had commodes.

  Tenant #3, a 90 year old, was admitted on 8-6-05 and diagnoses include: Hypopotassemia, Abnormality of Gait, Osteoarthritis and Hypertension (HTN). According to the service plan, one time between evening cares and 6:00 a.m., following Tenant #3's phone call or pendant press, staff emptied the commode and assisted Tenant #3 into bed. The service plan also indicated Tenant #3 used a commode at bedtime. Tenant #3 was not available for an interview.

  Tenant #8, a 56 year old, was admitted on 12-9-11 and diagnoses include: Anasarca and Elevated Ammonia. According to a statement Tenant #8 requested a commode from hospice to be kept at the bedside to use during the night. Tenant #8 only slept one to three hours per night and then needed to use the bathroom, thus, the commode was requested. The commode was delivered while Tenant #8 was out of the apartment and when Tenant #8 returned the commode blocked the door and Tenant #8 was not able to get past the commode and into the bathroom. Tenant #8 stated a call was placed to the office to ask for assistance. The Director answered and asked why Tenant #8 needed a commode and who was going to empty it?

The Director told Tenant #8 to call hospice to move the commode, either Tenant #8 needed to call hospice or the Director would call hospice. Tenant #8 then contacted a family member and the hospice program. Staff #6 arrived at the apartment 15 minutes later to administer Tenant #8's medications and assisted Tenant #8 to the bathroom.

The Director said tenants were allowed to use commodes at the bedside. Staff #6 said tenants were allowed to have commodes at bedside but the Program wanted to know if there was a change of condition or if staff needed to clean the commode. Staff #6 said if a tenant called and wanted staff to come to their apartment to move equipment, it would be an additional service, however, if staff was already in the apartment they could move the equipment.

Interviews and file reviews indicated tenants were allowed to have commodes.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged tenants were told not to speak to other tenants at meal times.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed. The majority of tenant interviews did not reveal any concerns with talking to other tenants at meal times, however; Tenant #5 mentioned Tenant #5 was allowed to engage in conversation as long as Tenant #5 did not talk bad about service or talk about the staff or the Director. Tenant #9 said Tenant #9 could not really visit at meals as it felt like one was being recorded.

  Staff #5 said conversations about kitchen business or in regards to a staff member quitting were not allowed to be discussed. Personal issues and if someone was in the hospital was also prohibited from being discussed. Staff #6 said there were no topics off limits to be discussed in the dining room. The Director said conversations about tenants or other tenants or staff was not to be shared.

  While a deviation from the requirements of the rule was found, it did not meet the standard set forth in rule 67.10(3) for determining a regulatory insufficiency exists.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged tenants were not allowed to voice their concerns or complaints to anyone but the Director. It was alleged tenants feared eviction if they did not abide by the rules.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed.

  Tenant #4 felt unable to discuss concerns with the Director as previous concerns were left with no resolution.

Tenant #4 stated the Program kept threatening to kick Tenant #4 out because Tenant #4 called the office too much and had too many medication changes. Tenant #4 made a list of telephone calls and tried not to call more than necessary.

Tenant #5 commented about being accused of things that Tenant #5 never did. According to a statement by Tenant #5 the program was going to issue a notice to move out, however it wasn't given and Tenant #5 wanted to stay at the Program. Tenant #5 felt Tenant #5 could not go to the Director with concerns.
Tenant #5 said the Director listened but didn't hear. Tenant #5 said the Director told you what she wanted you to do. Tenant #5 said at first you could go to the Director and she listened. Tenant #5 said the Director singled Tenant #5 out on everything and described the past six months as "horror" and "terror."

Tenant #7 commented about feeling unable to take concerns to the Director as the tenant would never be right. Tenants had to tell the Program everything, such as when you left. Tenant #7 said the Director commented if Tenant #7 talked badly about the Program, then Tenant #7 would have to leave.

Tenant #8 stated after first moving into the Program expressing concerns to the Director was accepted and responded to, however; Tenant # 8 felt now if a tenant questioned anything, the Director would no longer have anything to do with the tenant.

Tenant #9 said there were too many rules. A tenant in a wheelchair could only sit at a square table. At breakfast tenants had to sit on the other side of the dining room, where it was cold. At breakfast tenants would not be served anything to drink before 8:00 a.m. and tenants were only allowed two drinks.

Tenant #16 felt unable to take concerns to administrative staff and that administrative staff made all the rules.

Staff #6 said tenants were allowed to voice concerns or complaints to anyone and said tenants could go to the appropriate person.

The Director said tenants could voice concerns and thoughts to anyone. She said if tenants wanted action they should voice the concerns to people who could make things happen. She also said there was a suggestion box.

Tenant interviews indicated tenants did not feel they could present grievances and recommend changes in program policies and services.

- Regulatory Insufficiency: All tenants have the following rights: To present grievances and recommend changes in program policies and services, personally or through other persons or in combination with others, to the program's staff or person in charge without fear of reprisal, restraint, interference, coercion, or discrimination. (IAC r. 481-67.3(8)).

Complaint/Incident Allegation #39029-C: It was alleged the Director told tenants she could come into their apartments at any time.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed. The tenant interviews did not reveal concerns about the Director stating she could enter or come into the apartments unannounced.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged the Director and a nurse entered into tenant's apartments without knocking.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed. The majority of tenant interviews did not reveal concerns with staff entering tenant apartments without knocking. Tenant #7 said privacy was not provided. At one time, Tenant #7 saw two staff coming out of Tenant #7's apartment while Tenant #7 was out to lunch. Tenant #8 said privacy was not respected; staff knocked and came right in.

  While a deviation from the requirements of the rules was found, it did not meet the standard set forth in Rule 67.10(3) for determining that a regulatory insufficiency exists.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged tenants were not given privacy when they met with a tenant advocate.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed. The tenant interviews did not reveal any concerns with lack of privacy when they met with the tenant advocate.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged there was a concern with visitors and seating in the dining room at meal time. It was alleged there was concerns with visitors who discussed issues or concerns with tenants in the dining room.

- Monitoring Observation: The allegations above were non-rule based.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #38895-C: It was alleged the Director believed staff and not tenants.

- Monitoring Observation: The allegation above was non-rule based.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged the Director verbally corrected a tenant's salutation.

- Monitoring Observation: The allegation above was non-rule based.

- Regulatory Insufficiency: None noted.

B. Medications

Complaint/Incident Allegation 39029-C: It was alleged pills were not cut correctly, thus tenants did not receive an accurate dose of medication.

- Monitoring Observation: Staff #6 was interviewed. She said if medications needed to be crushed staff cut the pills, otherwise the pharmacy cut all medications in half. The Director said pills were cut if they were needed to be crushed otherwise the pharmacy cut the medications in half. Staff #6 and the Director said staff had training on cutting medications.

  Interviews indicated Program staff cut medications only when crushed medications were administered.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged a tenant did not get medications prior to surgery which resulted in complications.

- Monitoring Observation: Eleven tenant files (Tenants #1. #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) and medication error reports for the past three months were reviewed. No concerns were identified relating to medications in regards to surgery. Staff #6 and the Director said they were not aware of any situations regarding medication issues in relationship to a surgery or any negative outcomes.

  Interviews, file audits and medication error reports did not reveal any concerns regarding a medication error and a tenant's surgery.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged the Director was about ready to give a tenant too much insulin and was stopped by staff.

- Monitoring Observation: The allegation above was non-rule based.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged a tenant was questioned about a possible missing narcotic.

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed. Tenant #5's file revealed one missing narcotic.

Tenant #5's file was reviewed. According to a narcotic record on 4-3-12 one narcotic was missing. According to an Incident Report, Staff #6 and the Director were contacted at home by staff regarding a missing Lorazepam from Tenant #5. At approximately 11: 20 p.m. Staff #6 and the Director questioned Tenant #5. Tenant #5 did not request nor receive an as needed medication.

Tenant #5 was interviewed. Tenant #5 said one month ago at 11:30 p.m. Tenant #5 was sound asleep and Staff #6 and the Director asked Tenant #5 about the 8:00 p.m. medications. The Director asked Tenant #5 if Tenant #5 had requested a Lorazepam. Tenant #5 had not asked for the medication.

At the beginning of April, Staff #6 said she and the Director came in on second shift. Tenant #5 was interviewed and did not recall asking for one (Lorazepam). They tightened up the narcotic count of who counted and who documented. They also had staff surrender the keys when staff was done with the count.

The Director stated they never found out what happened and pharmacy was contacted and there was no pattern. All people involved were interviewed. They brainstormed on how to change who counted and who documented.

It was not determined what happened to the one missing Lorazepam; however, an incident report was completed, staff was interviewed, pharmacy was contacted and new procedures were put in place.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39039-C: It was alleged tenants did not receive their medications as ordered and as needed medications were not administered in an appropriate time frame. It was alleged staff had many medication errors. It was alleged medications were found in a wastebasket on the medication cart.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed.

  At the time of Tenant #4's interview, Tenant #4 reported there was one night when Tenant #4 did not receive all the medications prescribed; however Tenant #4 had been getting them correctly since that time. Tenant #4 said the next day after Tenant #4 did not receive all of the bedtime medications, a staff member said there were pills found in the wastebasket on the medication cart.

  Tenant #5 said one time Tenant #5 was handed an empty medication cup. Staff started looking around the medication cart and on the floor. Staff found the pill and attempted to administer it to Tenant #5 from their hand. Tenant #5 refused to take that pill so staff got Tenant #5 another pill. Tenant #5 said as needed medications were not given quickly and one could wait one to two hours to receive the requested medication.

Tenant #14 said one time Tenant #14 didn't get medications so Tenant #14 told the Director. The Director "chewed out" the staff member as the policy was for medications (as needed) to be administered within 30 minutes.

Medication Error Incident Reports from 2-29-12 through 4-25-12 were reviewed. There were 12 Medication Error Incident Reports completed.
The majority of the errors were for missed doses of medications and one report was for a medication that was given at the wrong time.

Staff #6 said staff was told as needed medications had to be administered within 30 minutes. The Director said tenants and staff were told as needed medications were administered within 30 minutes.

Tenant interviews revealed concerns with medication administration including not receiving all prescribed medications, sanitation and not receiving as needed medications in an appropriate timeframe.

While a deviation from the requirements of the rules was found, it did not meet the standards set forth in rule 67.10(3) for determining that a regulatory insufficiency exists.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged staff did not wash their hands when administering medications.

- Monitoring Observation: A medication pass was observed with Staff #6. Staff #6 used hand sanitizer and then oral medications were removed from a cassette kept in the medication cart to a soufflé cup for Tenant #4. A bottle of nasal spray was removed from the medication drawer in the medication cart for Tenant #4. Documentation was completed on the Medication Administration Record (MAR). Insulin was documented as given on MAR for Tenants #7, #15 and #19. Staff #6 completed the entire process above prior to going into any of the tenants' apartments. Staff #6 entered Tenant #4, #7, #15, and #19's apartments and administered medications to Tenants #4, #15 and #19 (Tenant #7 was not available). Staff #6 entered the CNA office to document Tenant #19's blood sugar results. Staff #6 returned to the medication cart and used hand sanitizer. Tenants #11 and #20 had medications administered in the dining room. Hand sanitizer was used between Tenants #11 and #20. Staff #6 assisted Tenant #4 with oral medications and self administered nasal spray. Staff #6 assisted Tenants #15 and #19 with preparation of self administration of insulin while carrying the nasal spray to Tenant #7, #15 and #19's apartments during the medication pass. Sanitation was not observed between tenants during the medication pass.

During the course of the investigation, the following information was obtained:

- Monitoring Observation: A medication pass was observed with Staff #6. Staff #6 used hand sanitizer and then oral medications were removed from a cassette kept in the medication cart to a soufflé cup for Tenant #4.

A bottle of nasal spray was removed from the medication drawer in the medication cart for Tenant #4. Documentation was completed on the MARs. Insulin was documented as given on the MARs for Tenants #7, #15 and #19. Staff #6 completed the entire process above prior to going to any of the tenants' apartments. Staff #6 entered Tenant #4, Tenant #7, #15, #19's apartments and administered medications to Tenants #4, #15 and #19 (Tenant #7 was not available).
Staff #6 entered the CNA office to document Tenant #19's blood sugar results. Staff #6 returned to the medication cart and used hand sanitizer. Tenants #11 and #20 had medications administered in the dining room. Hand sanitizer was used between Tenants #11 and Tenant #20. Staff #6 assisted Tenant #4 with oral medications and self administered nasal spray. Staff #6 assisted Tenants #15 and #19 with preparation of self administration of insulin while carrying the nasal spray to Tenant #7, #15 and #19's apartments during the medication pass. Documentation of narcotics, oral medications, nasal spray and insulin was completed prior to administration. Tenant's #15 and #19 self administered their insulin but alcohol wipes were not used to clean the insulin vials or the tenant's skin during the administration of insulin. Lack of proper technique was used in administration of insulin.

Issues regarding sanitation, documentation and lack of proper technique were identified during the observed medication pass.

- Regulatory Insufficiency: When medications are administered traditionally by the program: The administration of medications shall be provided by a registered nurse, licensed practical nurse or advanced registered nurse practitioner registered in Iowa or by unlicensed assistive personnel in accordance with requirements in 655-Chaper 6 governing nurse delegation. (IAC r. 481-67.5(6)(a)).

Complaint/Incident Allegation #39029-C: It was alleged tenants could not administer their own medications, including over the counter (OTC) medications, even if the physician ordered it. It was alleged staff entered a tenant's apartment and went through his/her dresser drawers and removed over the counter medications without a tenant's permission.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed.

  Tenant #4 stated the Director and Staff #6 said Tenant #4 could not have OTC medications and went through Tenant #4's cupboards, purse and cabinets. Tenant #4 did not give permission for them to do so. Tenant #4 had creams for Tenant #4's arms, an antacid medication, and antibiotic ointment and was told Tenant #4 couldn't have them. The medications were locked up and Tenant #4 could call and have staff administer them to Tenant #4 if needed.

  Tenants #10 and #17 were interviewed. Tenants #10 and #17 said Tenant #10 had an order for Nitro and the doctor said it was supposed to be on Tenant #10's person. Tenants #10 and #17 said the Program kept the Nitro locked up. Tenants #10 and #17 asked about the Nitro and were told to push the button and staff would respond. At the time of the interview Tenant #10 had not pushed the button to request Nitro.

Tenant #17 said Tenant #17 signed an agreement and Tenant #17 couldn't change the agreement. Tenant #17 was told Tenant #17 was not supposed to call the doctor and Staff #6 or the Director would call. Tenants #10 and #17 also mentioned OTC medications had to be locked up.

Tenant #10, a 75 year old, was admitted on 3-17-12 and diagnoses include: Arthritis, HTN, Right Eye Blind Cornea Transplants, Cerebral Vascular Attack, Right Knee-Torn Anterior Cruciate Ligament, Arm Weakness, Three Stents, Diabetes and Hemocromotosis. Tenant #10 had an appointment with the doctor on 5-17-12 to review the abnormal Stress Test results for Tenant #10. On the Medical Visit Form under Concerns/Questions, the doctor wrote "Patient should have access to ... own nitroglycerin." The New Orders were for Tenant #10 to have access to Tenant #10's own Nitrostat 0.4 mg. Sublingual as needed.

According to Narrative Notes dated 5-25-12 (late entry for 5-18-12), during the morning medication pass Tenant #10 and Tenant #17 inquired about Tenant #10's Nitro. It was discussed that it was the Program's best practice to lock certain medications in a cabinet in their apartment so staff had fast access at any time. It was discussed that Tenant #10 or Tenant #17 would have to press the pendant and any staff member could be there as soon as possible. When the cabinet was opened the lock was broken but a large bottle of an antacid/anti-diarrhea medication was found half full in the cabinet. Both Tenants #10 and #17 agreed they knew they were not to have any OTC medications without a doctor's order because the Program managed and administered their medications. According to Narrative Notes dated 5-29-12 (late entry for 5-28-12), Tenant #17 pushed the pendant because Tenant #10 was complaining of chest pain. Nitro was given with no relief and Tenant #10 was sent to the emergency room (ER) and admitted to the hospital. Tenant #10 remained hospitalized at the conclusion of the investigation.

Staff #6 said it was not in the policy as they were waiting for a Registered Nurse, but she said they preferred tenants not have any as needed or OTC medications at bedside if the Program administered other medications.

The Nurse said there were some tenants with Nitro and it was kept in the room or on the medication cart and it was not kept on the person. She said the policy was if the Program was involved with medications they liked to know where and what medications. She said the Program maintained storage of the medications if they administered and said for the most part they preferred to keep everything.

The Director said if the Program administered medications, for as needed or OTC medications, the best policy were for tenants to press the pendant and staff responded very quickly. She said the tenants received the medications right away and there was no charge.

Tenant interviews indicated tenants preferred to administer and store OTC and as needed medications and were prohibited.

- Regulatory Insufficiency: Each program shall follow its own written medication policy, which shall include the following: The program shall not prohibit a tenant from self-administering medications. (IAC r. 481-67.5(1)).

C. Staffing

Complaint/Incident Allegation #39029-C: It was alleged staff were not trained appropriately in how to complete assigned tasks.

- Monitoring Observation: Staff #1, #2, #3 and the Director had current delegations completed by the Nurse for medications and treatments. Staff #4 had nurse delegations completed, however not by a nurse currently employed at the Program.

  While a deviation from the requirements of the rule was found, it did not meet the standard set forth in rule 67.10(3) for determining that a regulatory insufficiency exists.

- Regulatory Insufficiency: None noted.

D. Occupancy Agreement

Complaint/Incident Allegation #38895-C; #39029-C: It was alleged there was a change in fee structure without appropriate notice.

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed. .

  Tenant #3's file, occupancy agreement and billing information were reviewed. A Program document listed services and fees. Tenant #3 signed the document which indicated Tenant #3 agreed to the charges. Tenant #3's billing information reflected the services and charges, with the exception of cable that increased from $28.00 to $32.00 per month. A Program document dated 10-31-11 indicated the cable provider was increasing rates to $32.00, effective 12-1-11. Tenant #3's file did not reflect any new changes in scheduled fees or services without appropriate notice.

  Tenant #4's file, occupancy agreement and billing information were reviewed. The Monthly Fee Schedule listed services and fees. Tenant #4 signed the schedule. Tenant #4's billing information reflected the services and charges, with the exception of cable that increased from $28.00 to $32.00. A Program document dated 10-31-11 indicated the cable provider was increasing rates to $32.00, effective 12-1-11. Tenant #4's file did not reflect any new changes in scheduled fees or services without appropriate notice.

  Tenant #5's file, occupancy agreement and billing information were reviewed and indicated there was a change in billing. According to a Resident Occupancy Agreement Addendum G, Tenant #5 signed a document dated 6-14-07 that Tenant #5 chose not to participate in the Board/Amenities Program. The document was also signed by Tenant #5's family member. The Monthly Fee Schedules dated 8-20-07 and 6-14-07 indicated Tenant #5 did not participate in the Board program. Tenant #5 said when Tenant #5 moved in the activity fee was waived and Tenant #5 was now being charged $250.00 and did not receive notice. According to Tenant #5 a letter wasn't received and there was no communication with Tenant #5 regarding the fee. Tenant #5 found the invoice on the door.

Tenant #5 said Tenant #5's family member was notified but did not sign anything. Billing information indicated Tenant #5 did not have any March charges for a Community Fee; however, April and May charges reflected a $250.00 Community Fee. Review of Tenant #5's file and billing information indicated there was no written notice of change in fees.
The Director indicated there was a verbal agreement regarding the Community Fee between the Director and Tenant #5's family member. She said Tenant #5 came down every morning for breakfast, participated in activities and had an injection that Staff #6 spent countless hours to get. She said it probably could have been better practice going forward and the intent wasn't to upset anyone but to provide 24/7 care.

Tenant #5 had a change in fees and there was no written notice found regarding the change.

- Regulatory Insufficiency: The occupancy agreement shall be reviewed and updated as necessary to reflect any change in services or financial arrangements. (IAC r. 481-69.21(3)).

Complaint/Incident Allegation #39029-C: It was alleged tenants were not given a choice as to when services were provided if unable to participate at the time the Program set up and the tenant was not available at that time. The Program continued to bill the tenants and did not accommodate the tenants' schedule or needs.

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed. The Resident Handbook indicated a yellow dry erase board identified all services and scheduled days and times. If a tenant planned to be absent during a scheduled service time and desired the scheduled service, 24 hour notice was required. The Program would do its best to accommodate a different time; however, there was no guarantee a service could be rescheduled. If a service was refused at the scheduled time and the tenant changed his/her mind and requested the service later in the day, it would be an unscheduled service which was billable.

  Tenant #1 a 93 year old was admitted on 2-17-12 and diagnoses include: Gout, HTN and Diverticulitis. According to Tenant #1's service plan, Tenant #1 received assistance with showers twice a week. The service plan did not provide specific days or times for bathing services.

  Tenant #2, an 82 year old was admitted on 5-30-06 and diagnoses include: Hyperlipidemia, Edema, Diabetes, Depression, Gastro Esophageal Reflux Disease, Alzheimer's Disease, Dementia/Paranoia, Anxiety and HTN. Tenant #2 was staged at a four on the Global Deterioration Scale, which indicated moderate cognitive decline. According to the service plan, Tenant #2 received assistance with showers twice a week. The service plan did not provide specific days or times for bathing.

  Tenant #3's file was reviewed. According to Tenant #3's service plan, Tenant #3 received staff assistance with showers one time per week. The service plan did not provide specific days or times for bathing services.

The Resident Handbook identified the protocol for services and scheduled days and times.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation # 38895-C; #39029-C: It was alleged occupancy agreements and service level charges were requested and not provided.

- Monitoring Observation: Thirteen tenants (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were interviewed.

  Tenant #5 stated Tenant #5 could not find the occupancy agreement and asked the Director for a copy. It was not provided. Tenants #2, #3 and #6 were unable to be interviewed.

  The Director said tenants were given copies of the occupancy agreements unless it was forgotten. The Director said tenants were given copies of the service level charges if requested.

  While a deviation from the requirements of the rules was found, it did not meet the standards set forth in rule 67.10(3) for determining that a regulatory insufficiency exists.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged tenants were charged for things they were not informed would have a cost and billed for things that were not completed.

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed. According to the Program's Occupancy Agreement, on the Monthly Fee Schedule unscheduled services were any services that were performed but not included in the service plan would be billed at $1.00 per minute with a minimum charge of $5.00. Billable Services documents indicated the tenant, apartment number, date of service, time spent, time of day, service performed and staff signed the form.

  Tenant #3's file and billing information was reviewed. During the months of February, March, April and May there were many unscheduled services and the services included assist back to bed, extra time spent on a shower, assistance turning on lights and emptied a commode. The charges for the unscheduled services ranged from $5.00 to $15.00. The Billable Service documents for a select time period were pulled and reflected the items on the billing information.

  Tenant #7's file and billing information was reviewed. During the month of February one unscheduled service for assistance putting a boot on foot was charged at $5.00. During March two unscheduled services for cleanup of broken glass was charged for $40.00 and assistance with shoe was charged at $5.00. Tenant #7 noted on the monthly invoice that Tenant #7 thought the charges were excessive.

Tenant #8's file and billing information was reviewed. During the month of May, one unscheduled service for dressing assistance was charged at $5.00.

Tenant #9 a 70 year old was admitted on 12-3-10 and diagnoses include: Chronic Obstructive Pulmonary Disease, Carbon Dioxide Poisoning, Oxygen Dependent, 17 Heart Stents and Chest Pain. Tenant #9's file and billing information was reviewed. During March one unscheduled service for linen change and assistance going to the bathroom was charged for $20.00.

Tenant #10's file and billing information was reviewed. During March one unscheduled service for assistance with shower, dressing and cleaning the bathroom was charged for $20.00.

Review of tenant files and billing information indicated there were unscheduled services that were billed to tenants. The Monthly Fee Schedule described what unscheduled services were and disclosed the fee for such services.

- Regulatory Insufficiency: None noted.

Complaint/Incident Allegation #39029-C: It was alleged tenants did not have a choice to use their own cleaning supplies and were being charged a monthly fee to use the Program's supplies.

- Monitoring Observation: According to a Program document dated 4-20-12, all current tenants who received housekeeping services from the Program would have the cleaning supplies provided for them effective June 1, 2012. A $5.00 fee per room would be added to the bill starting the month of June. This would include mops, buckets and other major cleaning products. Tenants would still need to provide their own electronic cleaner, if they wished to have that used and their own toilet brush. A Program document dated 4-28-12 provided clarification to questions that had risen since the announcement of the cleaning and monthly charge. It was clarified it was only $5.00 per apartment not for each room of the apartment. It was a $5.00 a month charge for the entire month, no matter how many times per week the apartment was cleaned. If a tenant wanted a special cleaning product, staff would be happy to use it however each tenant would be responsible for supplying it and having it out for easy access.

- Regulatory Insufficiency: None noted.

E. Evaluation

Complaint/Incident Allegation #39029-C: It was alleged a tenant was depressed and wanted to die. This information was brought to a nurse's attention and she said she couldn't do anything about it unless the tenant talked to her. No follow up was provided.

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed. The tenant files did not indicate any documented concerns related to a tenant that wanted to die.

Staff #6 said if a tenant shared medical concerns about another tenant, she would thank them for their concerns and she would look into it. The Director said she would thank them for sharing, she could not make any comments and she would look into it.

File reviews did not reveal any concerns related to a tenant that wanted to die.

- Regulatory Insufficiency: None noted.

F. Service Plans

During the course of the investigation, the following information was obtained:

- Monitoring Observation: Eleven tenant files (Tenants #1, #2, #3, #4, #5, #6, #7, #8, #9, #10 and #11) were reviewed.

  Tenant #4's file was reviewed. According to Narrative Notes dated 1-31-12, a meeting was held with Tenant #4, Tenant #4's family members and case manager, Staff #6 and the Director regarding the level of medical need Tenant #4 had presented over a long period of time and Tenant #4's behaviors. There were constant medication change requests, calling the office and kitchen frequently, self-medicating; Tenant #4's negative attitude and the amount of time and attention Tenant #4 required from the medical staff. A plan was agreed between all parties present and it would be reviewed the beginning of March. Narrative Notes dated 3-7-12 indicated a meeting was held on 3-6-12 with Tenant #4, Tenant #4's family members and case manager, Staff #6 and the Director. Issues regarding behaviors were addressed and Tenant #4 understood that Tenant #4 had to be honest with staff about Tenant #4's medical condition or the Program would not be able to care for Tenant #4. The service plan did not reflect the concerns identified in the notes. The service plan did not include Tenant #4's identified needs and preferences for assistance.

  Tenant #5's file was reviewed. Narrative Notes dated 4-27-12 indicated other tenants' newspapers had been missing frequently, it was also suspected that Tenant #5 propped fire doors open; although Tenant #5 had not been seen doing this. According to Narrative Notes dated 5-10-12, a meeting was held with Tenant #5, Tenant #5's family member and a tenant advocate regarding a 30 day probation regarding a behavior. Tenant #5 was suspected for many months of knocking on other tenant's doors and outside walls. On 5-5-12, Tenant #5 was seen in the act, according to the Narrative Notes. The Narrative Notes indicated Tenant #5 was seen urinating out of a window at 5:00 a.m. and once Tenant #5 was seen hiding in the shadows. That was all denied by Tenant #5, according to the Narrative Notes. The 30 day probation was not given with the understanding Tenant #5 and Tenant #5's family member would go to the doctor and see about getting an anti-depressant to assist with anxiety and possible behaviors. The issue would be revisited in six weeks. The service plan did not reflect the concerns identified in the notes. The service plan did not include Tenant #5's identified needs and preferences for assistance.

Tenant #11, an 80 year old, was admitted on 2-16-10 and diagnoses include: Diabetes, High Cholesterol, Urinary Tract Infection, Depression and Anxiety. Tenant #11 was provided with a Non-Compliance Notice and Notice of Thirty (30) Day Probationary Period due to a violation of the Non-Smoking policy on 4-24-12. The service plan was not updated to reflect concerns regarding Tenant #11 smoking in the apartment. The service plan did not include Tenant #11's identified needs and preferences for assistance.

- Regulatory Insufficiency: The service plan shall be individualized and shall indicate at a minimum: The tenant's identified needs and preferences for assistance. (IAC r. 481-69.26(4)(a)).

G. Other

Complaint/Incident Allegation #39029-C: It was alleged a tenant's autonomy was not upheld regarding a managed risk agreement.

- Monitoring Observation: Eleven tenant files (Tenants #4, #5, #7, #8, #9, #10, #12, #13, #14, #15, #16, #17 and #18) were reviewed. Tenant #7 had a current Negotiated Risk Agreement.

  Tenant #7's file was reviewed. Tenant #7 was issued a Negotiated Risk Agreement dated 5-2-12. Tenant #7 felt capable of self administration of medication. The Program did not feel it was in Tenant #7's best interest to self administer medications. Tenant #7's doctor stated in writing he/she was in agreement with the Program. Based on the information obtained, Tenant #7 and Tenant #7's family gave the Program responsibility for administering Tenant #7's medications as of 6-24-11. Tenant #7 was not always open with staff regarding health concerns or conditions and according to information obtained Tenant #7 went to the doctor and hospital without Program/staff knowledge. Tenant #7's actions were in violation of the lease criteria according to the Negotiated Risk Agreement. Staff was to be notified in advance of all appointments to ensure that proper Program required paperwork could be sent to the doctor. If the Program staff administered tenant medications, OTC medications were prohibited. All prescriptions obtained from doctor appointments or ER visits must be turned in to staff upon return along with Program required paperwork. Tenant #7 was an insulin dependent diabetic and Program staff administered Tenant #7's insulin before all three meals. To ensure health and safety, Tenant #7 needed to eat all meals in the dining room and arrive before the end of meal service. Tenant #7 did not always feel it was necessary to eat in the dining room but had incurred an injury when Tenant #7 had chosen not to eat in the dining room. The probable consequences of Tenant #7's choice was due to the unstable nature of Tenant #7's diabetes. Numerous health consequences were probable, including but not limited to, hypoglycemia, diabetic coma, and serious medication interactions. Tenant #7 was at risk of hypoglycemia if Tenant #7 did not eat within the specified amount of time after receiving a dose of insulin. The possible alternatives discussed was that Tenant #7 could be out of the building at a scheduled meal time but in that instance, Tenant #7 needed to notify staff and insulin could be sent along with Tenant #7. Tenant #7 then assumed the responsibility of the administration and eating in sufficient time.

Tenant #7 had the right to manage Tenant #7's own medication and had the potential risks explained to Tenant #7. If the Program continued to administer Tenant #7's medications, Tenant #7 agreed to abide by all medication rules. If Tenant #7 refused to sign the agreement it would be considered a violation of the Lease Agreement and Tenant #7 would be offered assistance in seeking alternate housing.
The agreement was signed by Tenant #7 dated 5-3-12 and also signed by the Director and Staff #6. A tenant advocate attended on behalf of Tenant #7. A handwritten note on the Negotiated Risk indicated it was in place until early the following week until Tenant #7's family and Tenant #7 discussed the next step. A typed statement regarding the Negotiated Risk indicated Tenant #7 did not feel Tenant #7 needed to attend three meals a day if Tenant #7 chose or to notify staff each time Tenant #7 had a doctor's visit. Tenant #7 was concerned with the lack of opportunity to have input into the Negotiated Risk Agreement in process. It was presented to Tenant #7 that Tenant #7 needed to comply with the agreement or be evicted. Tenant #7 said it was not negotiation; it was a mandate in which Tenant #7 truly had no choice.

Tenant #7's statement indicated Tenant #7 needed to comply with agreement or be evicted and did not feel a choice was provided.

- Regulatory Insufficiency: The program shall have a managed risk policy. The managed risk policy shall be provided to the tenant along with the occupancy agreement. The managed risk policy shall include the following: A consensus-based process to address specific risk situations. Program staff and the tenant shall participate in the process. The result of the consensus-based process may be a managed risk consensus agreement. The managed risk consensus agreement shall include the signature of the tenant and the signatures of all others who participated in the process. The managed risk consensus agreement shall be included in the tenant's file. (IAC r. 481-69.31(2))