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PRINTED: 07/25/2022
FORM APPROVED

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
	S0442	A. BUILDING: _____ B. WING _____	C 06/22/2022

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
GRAND LIVING AT TOWER PLACE AL	540 S 51ST STREET WEST DES MOINES, IA 50265

(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. Number of tenants without cognitive disorder: 63 Number of tenants with cognitive disorder: 7 TOTAL census of Assisted Living Program: 70 The following regulatory insufficiency was cited during the investigation into Complaint #105021-C.	A 000	This plan of correction constitutes our credible allegation of compliance. The following deficiencies were corrected by 7/25/22. This plan of correction does not constitute an admission or agreement by the provider to the accuracy of the facts alleged or conclusions set forth in the statement of deficiencies. The plan of corrections is prepared and/or executed solely because it is required by the provisions of state law. Completion dates are provided for procedural processing purposes and correlation with the most recently completed or accomplished corrective action and do not correspond chronologically to the date the facility maintains it is in compliance with the requirements of participation, or that corrective action was necessary.	
A 110	481-69.21(1) Occupancy Agreement 69.21(1) The occupancy agreement shall be in 12-point type or larger, shall be written in plain language using commonly understood terms and shall be easy for the tenant or the tenant's legal representative to understand. This REQUIREMENT is not met as evidenced by: Based on interview and record review, the program failed to produce an occupancy agreement which was easily understandable affecting 3 of 3 tenants reviewed (Tenant #1, Tenant #2 and Tenant #3). Findings follow: 1) Record review on 6/16/22 revealed Tenant #1's signed occupancy agreement, dated 8/12/21. According to Part I, Section C (2), the "Resident or Resident's Responsible Party agrees to pay the amounts as set forth on 'Exhibit A' attached hereto and made a part hereof. " Exhibit A listed the services and charges at the program. Tenant #1's monthly rent was listed as $5,145.00 and an additional care package fee (if applicable, based on the needs evaluation) of $1,280 was also	A 110	In Response to A 110: The Occupancy Agreement was revised on May 3, 2022 to meet the state requirements. The Occupancy Agreement will remain unchanged except for updating the necessary fees on the Exhibit pages. The Executive Director, or designee, will audit the Occupancy Agreement on a quarterly basis to ensure no modifications have been made.	

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A 110	Continued From page 1 listed. The Resident and Responsible Party were responsible for paying the total monthly fees which covered residency, three meals daily, weekly housekeeping and twenty hours of personalized ADL cares based on an individual assessment and service plan. The Resident or Responsible Party was responsible for paying the monthly care package fees which included general supervision and personal care services provided as specified in the Resident's Assessment and service plan. Care package 1, 20.5 hours - 35 hours of service per month, was listed as costing $60/hours, up to $500/month. Tenant #1's Master Assessment, dated 8/9/21, noted a total score of 32.63 points. The Master Assessment evaluated Tenant #1's needs in the areas of cognition, health and functionality. On 8/10/21, the DOHW (Director of Health and Wellness) created a Service Agreement (or service plan), based on the needs identified on Tenant #1's assessment. It noted she required escorts to meals, helping putting on and washing her TED hose, making her bed, medication administration and well-being check ups. The Service Agreement listed the total charges for all payors as $0. Above the signature line was the sentence, "My signature below means that I have participated in the formation of and agree to this Service Agreement." Tenant #1 and the DOHW signed the agreement on 8/12/21. Tenant #1 received a 30-day Master Assessment completed with the DOHW on 9/10/21. Tenant #1's total score remained 32.63 points. A review of her Service Agreement, signed and dated 9/10/21, revealed there were no changes to the document. The total monthly charge was listed as $1,100.00	A 110		

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A 110	Continued From page 2 A billing statement for Tenant #1 for charges from 8/1/21 - 8/31/21 revealed she moved in on 8/12/21, so her costs were pro-rated. Tenant #1 was charged $709.72 for AL level 1 of 1-35 hours ($1,100 prorated for a partial month) as well as an additional care fee of 3 hours at $116.14. Tenant #1 had a charge of $1,100.00 for AL level 1 of 1-35 hours for 9/1/21 - 9/30/21. On 6/21/22 at 3:30 PM, Tenant #1 reported her daughter has had concerns with the bills she received from the program. Her daughter discussed these with the billing department. 2) Record review revealed Tenant #2's signed occupancy agreement, dated 7/1/21. According to Part I, Section C (2), the "Resident or Resident's Responsible Party agrees to pay the amounts as set forth on 'Exhibit A' attached hereto and made a part hereof." Exhibit A listed the services and charges at the program. Tenant #2's monthly rent was $6,445.00. There was an additional care package fee (if applicable, based on the needs evaluation) of $1,580. The Resident and Responsible Party were responsible for paying the total monthly fees which covered residency, three meals daily, weekly housekeeping and twenty hours of personalized ADL cares based on an individual assessment and service plan. The Resident or Responsible Party was responsible for paying the monthly care package fees which included general supervision and personal care services provided as specified in the Resident's Assessment and service plan. Care package 1, 20.5 hours - 35 hours of service per month, was listed as costing $60/hour up to $500/month. Tenant #2 's Master Assessment completed with	A 110		

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A 110	Continued From page 3 the DOHW on 6/14/21 documented Tenant #2's score as 40.14. A Service Agreement (service plan) was developed with Tenant #2 on 7/1/21. Tenant #2 required assistance with showering, escorts to meals, dressing, putting on, removing and washing her TED hose, laundry, medication management and emergency evacuation if needed. Tenant #2 was assessed to have $40.00 in total monthly charges. Tenant #2 and the DOHW signed they participated and agreed to the Service Agreement. Tenant #2 had a 30-day Master Assessment completed on 7/14/21. Tenant #2's points increased to 56.65. According to her Service Agreement, Tenant #2 required increased assistance with bathing, grooming, oral care and bed mobility. Tenant #2's monthly charges increased to $1,100.00 Tenant #2 and the DOHW signed the document indicating they participated in the formation of and agreed to the Service Agreement. A billing statement for Tenant #2 revealed she moved into her apartment on 7/8/21. Tenant #2 received AL level 1-35 hours (7/8/21 - 7/13/21) for a cost of $212.85. Tenant #2's rate increased to AL level 4 - 80 hours from 7/14/21 to 7/31/21, with a cost of $1,509.56. Tenant #2 received a billing statement for 8/1/21 - 8/31/21 for AL level 4 - 80 hours for $2,6000. On 6/22/22 at 9:28 AM, Tenant #2 stated she felt she was quoted one price prior to moving into the program and then given another price once she was living at the program. She reported being confused by the charges listed on the Service Agreements compared to the billing statement.	A 110		

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A 110	Continued From page 4 3) Tenant #3 had a signed occupancy agreement dated 7/30/21. According to Part I, Section C (2), the "Resident or Resident's Responsible Party agrees to pay the amounts as set forth on 'Exhibit A' attached hereto and made a part hereof." Exhibit A listed the services and charges at the program. Tenant #1's monthly rent was $6,095.00. There was an additional care package fee (if applicable, based on the needs evaluation) of $600.00. The Resident and Responsible Party were responsible for paying the total monthly fees which covered residency, three meals daily, weekly housekeeping and twenty hours of personalized ADL cares based on individual assessment and service plan. The Resident or Responsible Party was responsible for paying the monthly care package fees which included general supervision and personal care services provided as specified in the Resident's Assessment and service plan. Tenant #3's Master Assessment completed on 7/30/21 by the DOHW noted a score of 0 points. A Service Agreement (service plan) was developed with Tenant #3 on 7/30/21. Tenant #3 required staff assistance with changing her hearing aid battery weekly and emergency evacuation assistance as needed. The total monthly charges were $0. Tenant #3 and the DOHW signed the Service Agreement on 7/30/21 acknowledging they participated in the formation and agreed with the Service Agreement. Tenant #3 had a 30-day Master Assessment completed on 8/19/21 and scored 4.33 points. A Service Agreement (service plan) was developed with Tenant #3 on 8/19/21. Tenant #3 had additional services added to her Service Agreement which included bathing assistance, bed making and well-being checks. Tenant #3's	A 110		

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A 110	Continued From page 5 total monthly charges were $600.00. Tenant #3 and the DOHW signed the agreement on 8/19/21. Tenant #3 was charged $600.00 for AL basic care, up to 20 hours for 8/1/21 - 8/31/21 as well as 9/1/21 - 9/30/21. On 6/21/22 at 2:50 PM, the Director and DOHW reported they direct tenants and their representatives to disregard the dollar amount on the Service Agreement as the amount is incorrect. They tell them the correct charges will be on the billing statement. At the times these tenants signed the documents, the Director and DOHW were going round and round with the billing department to try and get this section on the Service Agreement corrected, but it had not yet happened. The DOHW reported the Master Assessment point total could very roughly be correlated with the number of hours of care a tenant would need per month. On 6/22/22 at 11:55 AM, the Director reported the additional care package fee was not entirely based on the tenants' needs evaluation. Each tenant in the assisted living program was charged a flat fee of $600. She could not produce a description of this charge within the occupancy agreement. This charge explained Tenant #3's $600 monthly charge, even though she used less than 20 hours of service each month. The Director confirmed the service plan and occupancy agreement did not clearly explain these fees. The documents were updated to more clearly reflect the program's fee structure on 4/29/22.	A 110		