IDAHO DEPARTMENT OF
# HEALTH & WELFARE

C.L. "BUTCH" OTTER – GOVERNOR
RICHARD M. ARMSTRONG – DIRECTOR

JUDY A. CORDENIZ – ADMINISTRATOR
LICENSING AND CERTIFICATION
P.O. Box 83720
Boise, Idaho 83720-0009
PHONE 208-334-6626
FAX 208-364-1888

July 30, 2012

Virginia Thornley, Administrator
Clearwater House, Assisted Living Concepts, Inc.
715 West Comstock Avenue
Nampa, ID 83651

License #: RC-539

Dear Ms. Thornley:

On May 4, 2012, a follow-up survey and complaint investigation was conducted at Clearwater House, Assisted Living Concepts, Inc. As a result of that survey, deficient practices were found. The deficiencies were cited at the following level(s):

- Core issues, which are described on the Statement of Deficiencies, and for which you have submitted a Plan of Correction.
- Non-core issues, which are described on the Punch List, and for which you have submitted evidence of resolution.

This office is accepting your submitted plan of correction and evidence of resolution.

You were notified on June 21, 2012, that the Department was revoking the license of Clearwater House, Assisted Living Concepts, Inc. Since then, the Department and Assisted Living Concepts, Inc. (ALC) have been in negotiations to settle this and other pending matters against ALC facilities. On July 24, 2012 a settlement agreement was reached, which includes, the following term:

5. The revocation of Clearwater's license set for July 25, 2012, will be postponed until September 1, 2012, unless the POC and Consultant's report warrant removal of this threatened remedy earlier, as referenced above. ALC's requests for informal dispute resolution (IDR) and administrative review of the revocation action will be withdrawn.

**PROVISIONAL LICENSE**

Your provisional license, which expires on July 31. 2012, is being extended through February 28, 2013, to allow Clearwater House, Assisted Living Concepts, Inc. an opportunity to meet the terms of the settlement agreement.

The conditions of the provisional license are as follows:

1. **Assisted Living Concepts, Inc. will honor all terms of the July 24, 2012, settlement agreement.**

2. **The provisional license shall be prominently displayed in the facility.**

In addition, the ban on admissions shall be lifted effective as of the date of this letter.

Should you have questions, please contact me at (208) 334-6626.

Sincerely,

JAMIE SIMPSON, MSW, QMRP
Program Supervisor
Residential Assisted Living Facility Program

JS/tfp

cc: Charina Newell, Deputy Attorney General
Pam Mason, LTC Program Manager, Region III - DHW

# IDAHO DEPARTMENT OF HEALTH & WELFARE

C.L. "BUTCH" OTTER – GOVERNOR
RICHARD M. ARMSTRDNG – DIRECTOR

LESLIE M. CLEMENT—DEPUTY DIRECTOR
LICENSING AND CERTIFICATION
P.O. Box 83720
Boise, Idaho 83720-0009
PHDNE 208-334-6626
FAX 208-364-1888

June 21, 2012

**CERTIFIED MAIL #: 7007 3020 0001 4050 7664**

Virginia Thornley, Administrator
Clearwater House
Assisted Living Concepts, Inc
715 West Comstock Avenue
Nampa, ID 83651

Re: Revocation of Residential or Assisted Living Facility License # RC-539 Clearwater House, Assisted Living Concepts, Inc.

Dear Ms. Thornley:

Please accept this notice that the residential care facility license #RC-539 for Clearwater House, Assisted Living Concepts, Inc., located at 715 West Comstock Avenue, Nampa, ID 83651, is being **revoked** effective July 22, 2012, based on Department findings from surveys concluding on September 23, 2011, January 20, 2012 and May 4, 2012. This action is being taken pursuant to Idaho Code Section 39-3345 and IDAPA 16.03.22.940.01, 16.03.22.940.02.c, 16.03.22.940.02.d, 16.03.22.940.02.e., and 16.03.22.940.02.r.

> **Idaho Code Section 39-3345**. Denial or revocation of a license. The licensing agency may deny the issuance of a license or revoke any license when persuaded by a preponderance of evidence that such conditions exist as to endanger the health or safety of residents, or when the facility is not in substantial compliance with the provisions of this chapter or the rules promulgated pursuant to this chapter.

> **IDAPA 16.03.22.**
> **940. ENFORCEMENT REMEDY OF REVOCATION OF FACILITY LICENSE.**
> **01**. Revocation of Facility's License. The Department may revoke a license when the facility endangers the health or safety of residents, or when the facility is not in substantial compliance with the provisions of Title 39, Chapter 33, Idaho Code, or this chapter of rules.

**02.** Reasons for Revocation or Denial of a Facility License. The Department may revoke or deny any facility license for any of the following reasons:...

**c.** Any act adversely affecting the welfare of residents is being permitted, aided, performed, or abetted by the person or persons in charge of the facility. Such acts may include, but are not limited to, neglect, physical abuse, mental abuse, emotional abuse, violation of civil rights, criminal activity, or exploitation;

**d.** The licensee has demonstrated or exhibited a lack of sound judgment essential to the operation and management of a facility;

**e.** The licensee has violated any of the conditions of a provisional license;

**r.** The licensee fails to take sufficient corrective action as described in Sections 900, 905 and 910 of these rules.

You are also hereby notified, **effective immediately**; the following enforcement actions are imposed:

1. **The ban on all new admissions continues pursuant to IDAPA 16.03.22.920. The ban on all admissions shall remain in effect until removed by the Department.**

2. **Should you choose not to abide by this condition, the Department will take action to summarily suspend the facility's license and transfer residents under IDAPA 16.03.22.900.01.**

The following is an explanation of the basis for the Department's action:

During a licensure survey and complaint investigation completed on September 23, 2011, it was determined that Clearwater House, Assisted Living Concepts, Inc., failed to protect residents from exploitation. The facility submitted a plan of correction, pending the outcome of the Informal Dispute Resolution (IDR). The IDR panel upheld the core exploitation deficiency on December 14, 2011.

A follow-up survey and complaint investigation was conducted by Department staff at the facility between January 12, 2012 and January 20, 2012. During this survey, the Department determined the facility failed to correct the practices that led to the earlier deficiency for failing to protect residents from exploitation. Additionally, the facility received twelve (12) non-core deficiencies, including four (4) that were repeat deficiencies.

On **May 4, 2012,** a follow-up/revisit survey and complaint investigation was conducted by Department staff at Clearwater House, Assisted Living Concepts, Inc. As a result of the survey, a repeat core for exploitation was issued. Additionally, the facility received a core issue deficiency for failing to protect residents' rights. The facility also received three (3) non-core deficiencies; all three (3) were repeat non-core deficiencies. Enclosed is a Statement of Deficiencies. Because of previous deficiencies, the

facility was on a provisional license at the time of the survey.

The following Administrative Rule for Residential Care or Assisted Living Facilities in Idaho gives the Department the authority to impose a monetary penalty for the repeat violation of exploiting residents:

**IDAPA 16.03.22.925. ENFORCEMENT REMEDY OF CIVIL MONETARY PENALTIES.**

**01. Civil Monetary Penalties**. Civil monetary penalties are based upon one (1) or more deficiencies of noncompliance. Nothing will prevent the Department from imposing this remedy for deficiencies which existed prior to the survey or complaint investigation through which they are identified. Actual harm to a resident or residents does not need to be shown. A single act, omission or incident will not give rise to imposition of multiple penalties, even though such act, omission or incident may violate more than one (1) rule.

**02. Assessment Amount for Civil Monetary Penalty**. When civil monetary penalties are imposed, such penalties are assessed for each day the facility is or was out of compliance. The amounts below are multiplied by the total number of occupied licensed beds according to the records of the Department at the time non-compliance is established.

**b. Repeat** deficiency is ten dollars ($10).

Based on the finding that Clearwater House, Assisted Living Concepts, Inc., continues to exploit residents by charging them for services after they have given the appropriate 30-day notice, the Department is imposing the following penalty:

| Penalty | Number of Deficiencies | Times number of Occupied Beds | Times Number of days of non-compliance | Amount of Penalty |
|---|---|---|---|---|
| $10.00 | 1 | 2 | 90 | $1,800 |

**Send payment of $1,800.00 by check or money order, made payable to:**

**Medicaid Licensing and Certification**
**3232 Elder Street**
**Boise, ID 83705**

Payment must be received in full within thirty (30) calendar days from the date this notice is received. Interest accrues on all unpaid penalties at the legal rate of interest for judgments.

You may contest these decisions by filing a written request for administrative review pursuant to IDAPA 16.05.03.300. **no later than twenty-eight (28) days after this notice was mailed.** Any such request should be addressed to:

**Debby Ransom, R.N., R.H.I.T**
**Bureau Chief, Licensing and Certification**
**Department of Health and Welfare**
**3232 Elder Street**
**P.O. Box 83720**
**Boise, ID 83720-0009**

If you fail to file a request for administrative review within the time allowed this decision shall become final.

Sincerely,

JAMIE SIMPSON, MBA, QMRP
Program Supervisor
Residential Assisted Living Facility Program
Medicaid Licensing & Certification

cc: Pam Mason, Program Manager, Regional Medicaid Services, Region III - DHW
Debby Ransom, Chief, Bureau of Facility Standards, DHW
Cathy Hart, Idaho State Ombudsman, Idaho Commission on Aging
Dian Borah, Adult Protection Supervisor Area III, Agency on Aging
Charina Newell, Deputy Attorney General, Idaho DHW
Dale Eaton, Ombudsman Area III, Agency on Aging

JS/tfp
Enclosure

Bureau of Facility Standards

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: | (X2) MULTIPLE CONSTRUCTION<br>A. BUILDING<br>B. WING | (X3) DATE SURVEY COMPLETED |
|---|---|---|---|
| | 13R539 | | R<br>05/04/2012 |

| NAME OF PROVIDER OR SUPPLIER | STREET ADDRESS, CITY, STATE, ZIP CODE |
|---|---|
| CLEARWATER HOUSE, ASSISTED LIVING COI | 715 WEST COMSTOCK AVENUE<br>NAMPA, ID 83651 |

| (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 |
|---|---|---|---|---|
| {R 000} | Initial Comments<br><br>The following repeat core deficiency and additional core deficiency were cited during the follow-up survey and complaint investigation conducted on 5/3/2012 through 5/4/2012 at your residential care/assisted living facility. The surveyors conducting the survey were:<br><br>Maureen McCann, RN<br>Team Leader<br>Health Facility Surveyor<br><br>Donna Henscheid, LSW<br>Health Facility Surveyor<br><br>Abbreviations/Definitions:<br>Admission Agreement = Residency Agreement<br>Basic Service Fee = Room, board, housekeeping, facility laundry, maintenance, activities, and utilities<br>Feb = February<br>Jan = January<br>Level of Cares = Assistance with Activity of Daily Living, nursing care, pharmacy services and assistance with medications<br>Mar = March<br>TEA's = Term Ending Agreement for a "discounted fee" | {R 000} | | |
| {R 007} | 16.03.22.515 Protect Residents from Exploitation<br><br>The administrator must assure that policies and procedures are implemented to assure that all residents are free from exploitation.<br><br>This Rule is not met as evidenced by:<br>Based on record review and interview, it was | {R 007} | | |

Bureau of Facility Standards

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 13R539 | (X2) MULTIPLE CONSTRUCTION A. BUILDING ____ B. WING ____ | (X3) DATE SURVEY COMPLETED R 05/04/2012 |
|---|---|---|---|
| NAME OF PROVIDER OR SUPPLIER CLEARWATER HOUSE, ASSISTED LIVING CO | STREET ADDRESS, CITY, STATE, ZIP CODE 715 WEST COMSTOCK AVENUE NAMPA, ID 83651 | | |

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|---|---|---|---|---|
| {R 007} | Continued From page 1<br>determined the facility did not protect 4 of 11 sampled residents (#s 1, 3, 9 and 10) from exploitation. These findings include:<br><br>I. CHARGING FOR SERVICES NOT RENDERED<br><br>IDAPA 16.03.22.010.29.a, defines Exploitation as "Charging a resident for services or supplies not provided..."<br><br>IDAPA 16.03.22.221.01.a, documents that the requirements for the termination of an admission agreement include, "Giving the other party thirty (30) calendar days written notice for any reason."<br><br>The facility's "State of Idaho Residency Agreement," dated February 16, 2012, states on page 4, section 8, "REFUNDS. If You or the Residence terminate in accordance with the terms contained herein, the Residence shall refund any unused portion of Your Fees."<br>1. Resident #9 was admitted to the facility on 4/1/10 and left the facility on 3/6/12.<br><br>The resident's latest available invoice titled, "Move Out Summary", dated 3/9/12, documented Resident #9 gave a 30 day notice on 2/17/12 and moved out of the facility on 3/6/12. The resident was charged for both "Basic Service" fees and "Resident Care" fees through 3/17/12. The facility charged Resident #9 for "Resident Care" fees for 11 days although the facility was not providing cares to Resident #9.<br><br>2. Resident #10 was admitted on 3/14/11 and left the facility on 4/12/12.<br><br>The resident's latest available invoice titled, "Move Out Summary", dated 4/13/12, | {R 007} | | |

Bureau of Facility Standards

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 13R539 | (X2) MULTIPLE CONSTRUCTION A. BUILDING B. WING | (X3) DATE SURVEY COMPLETED R 05/04/2012 |
|---|---|---|---|
| NAME OF PROVIDER OR SUPPLIER CLEARWATER HOUSE, ASSISTED LIVING CO | STREET ADDRESS, CITY, STATE, ZIP CODE 715 WEST COMSTOCK AVENUE NAMPA, ID 83651 | | |

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|---|---|---|---|---|
| {R 007} | Continued From page 2<br>documented Resident #10 gave a 30 day notice on 3/30/12 and moved out of the facility on 4/12/12. The resident was charged for both "Basic Service" fees and "Resident Care" fees through 4/28/12. The facility charged Resident #10 for "Resident Care" fees for 16 days although the facility was not providing cares to Resident #10.<br><br>On 5/3/12, a family member of Resident #10 stated they had contacted the facility regarding a refund for the pre-paid "Resident Care" fees and were told they would not be receiving a refund.<br><br>II. INCONSISTENT FEES CHARGES TO RESIDENTS<br><br>IDAPA 16.03.22.010.29.b defines Exploitation as, "Charging a resident for services or supplies not disclosed in the written admission agreement..."<br><br>IDAPA 16.03.22.220.03.c documents, "The facility must disclose all prices, formulas, and calculations used to determine the resident's basic service's rate..."<br><br>The following billing information was provided by the facility:<br><br>* The facility's current price list, dated 1/1/12, documented the daily basic service fee for a studio apartment was $89 per day.<br><br>* "Monthly Resident Invoices" documented the prices residents were charged for the daily basic service fees.<br><br>1. Resident #1 was admitted on 5/1/10.<br><br>The following documentation was found in | {R 007} | | |

Bureau of Facility Standards

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 13R539 | (X2) MULTIPLE CONSTRUCTION A. BUILDING ____ B. WING ____ | (X3) DATE SURVEY COMPLETED R 05/04/2012 |
|---|---|---|---|
| NAME OF PROVIDER OR SUPPLIER CLEARWATER HOUSE, ASSISTED LIVING CO! | STREET ADDRESS, CITY, STATE, ZIP CODE 715 WEST COMSTOCK AVENUE NAMPA, ID 83651 | | |

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|---|---|---|---|---|
| {R 007} | Continued From page 3<br><br>Resident #1's record:<br>*Admission agreement, dated 12/6/11 = $87/day<br>*TEA signed - yes<br>*Jan 2012 invoice = $89/day<br>*Feb 2012 invoice = $89/day<br>*Mar 2012 invoice = $89/day<br>*In May the Mar invoice was adjusted:<br>*Mar 1 -15, 2012 = $89/day<br>*Mar 16-31, 2012 = $91/day<br>*April 2012 invoice = $91/day<br>*May 2012 invoice = $91/day<br><br>Resident #1 was charged $2 per day more during January, February and March 1-15, 2012 and $4 per day more during March 16 - 31, April and May 2012 than was agreed upon in her admission agreement. There was no other documentation in the resident's records to explain the above discrepancy. Nor was there any documentation of a written 30 day notice fee increase.<br><br>The latest documentation regarding Resident #1's billing discrepancy was an email, dated 4/9/12, from the facility administrator to the accounts receivable representative documented "we cannot charge $91 for the base rate given that the rate on the Residency Agreement states $89."<br><br>2. Resident #3 was admitted on 11/18/11.<br><br>The following documentation was found in Resident #3's record:<br>*Admission Agreement, dated 11/17/11 = $77/day<br>*TEA - no<br>*Non-TEA discount = $19/day<br>*Jan 2012 invoice = $77/day<br>*Feb 2012 invoice = $77/day<br>*Mar 2012 invoice = $77/day<br>*April 2012 invoice = $96/day | {R 007} | | |

Bureau of Facility Standards

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 13R539 | (X2) MULTIPLE CONSTRUCTION A. BUILDING B. WING | (X3) DATE SURVEY COMPLETED R 05/04/2012 |
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| NAME OF PROVIDER OR SUPPLIER CLEARWATER HOUSE, ASSISTED LIVING CO | STREET ADDRESS, CITY, STATE, ZIP CODE 715 WEST COMSTOCK AVENUE NAMPA, ID 83651 | | |

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|---|---|---|---|---|
| {R 007} | Continued From page 4<br><br>Resident #3 was charged $19 per day more during April than was agreed upon in her admission agreement.<br><br>The latest documentation regarding Resident #3's billing discrepancy was an email, dated 4/9/12, from the facility administrator to the accounts receivable representative documented "Unfortunately for us, her Residency agreement (Resident #3) was not written with a TEA, it clearly specifies that the rate is $77. I can see by your invoices that the rate was reflected as being a base rate and a discount. That does not agree with the contract and..." There was no other documentation in the resident's records to explain the above discrepancy. Nor was there any documentation of a written 30 day notice fee increase.<br><br>3. Resident #9 was admitted on 3/14/11.<br><br>The following documentation was found in Resident #9's record:<br><br>*Admission agreement, dated 1/1/12 = $89/day<br>*TEA - no<br>*Jan invoice = $91/day<br>*Feb invoice = $91/day<br>*March 2012 invoice = $91/day<br>*April 2012 invoice = $91/day<br><br>Resident #9 was charged $2 per day more during January, February, March and April 2012 than was agreed upon in her admission agreement. There was no other documentation in the resident's records to explain the above discrepancy.<br><br>The latest documentation regarding Resident #9's billing discrepancy was an email, dated 4/18/12, | {R 007} | | |

Bureau of Facility Standards

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: | (X2) MULTIPLE CONSTRUCTION A. BUILDING B. WING | (X3) DATE SURVEY COMPLETED |
|---|---|---|---|
| | 13R539 | | R 05/04/2012 |

| NAME OF PROVIDER OR SUPPLIER | STREET ADDRESS, CITY, STATE, ZIP CODE |
|---|---|
| CLEARWATER HOUSE, ASSISTED LIVING CO | 715 WEST COMSTOCK AVENUE NAMPA, ID 83651 |

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|---|---|---|---|---|
| {R 007} | Continued From page 5 | {R 007} | | |
| | from the facility administrator to the corporate attorney, documented the administrator had attempted to fix the inconsistencies that were cited during the 1/20/12 survey. However, the email documented the issue with Resident #9 was still "unresolved." There was no other documentation in the resident's records to explain the above discrepancy. Nor was there any documentation of a written 30 day notice fee increase.<br><br>The facility charged Residents #9 and #10 for services after the residents moved out of the facility. Further, Residents #1, #3 and #9 were charged a basic service fee which was not consistent with the amount documented in the resident's admission agreement. These practices resulted in the facility not protecting Residents' #1, #3, #9 and #10 from exploitation.<br><br>THIS IS A REPEAT CORE DEFICIENCY | | | |
| R 008 | 16.03.22.520 Protect Residents from Inadequate Care.<br><br>The administrator must assure that policies and procedures are implemented to assure that all residents are free from inadequate care.<br><br>This Rule is not met as evidenced by:<br>Based on record review and interview, it was determined the facility did not protect 1 of 5 sampled residents (#3) right to receive a 30 day notice of a fee change. The findings include:<br><br>IDAPA 16.03.22.550.23 documents, "Each resident has the right to written notice of any fee change not less than thirty (30) days prior to the proposed effective date of the fee change..." | R 008 | | |

Bureau of Facility Standards

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 13R539 | (X2) MULTIPLE CONSTRUCTION A. BUILDING B. WING | (X3) DATE SURVEY COMPLETED R 05/04/2012 |
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| NAME OF PROVIDER OR SUPPLIER CLEARWATER HOUSE, ASSISTED LIVING CO | STREET ADDRESS, CITY, STATE, ZIP CODE 715 WEST COMSTOCK AVENUE NAMPA, ID 83651 | | |

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|---|---|---|---|---|
| R 008 | Continued From page 6<br><br>A letter to residents and their representatives, regarding the "Residency Agreement," dated 3/15/12, did not include any reference to fee increases.<br><br>Resident #3 was admitted to the facility on 11/18/11.<br><br>An admission agreement, dated 11/17/11, documented the resident's daily basic service fee was $77 per day. The resident had not signed a TEA. The $77 per day was a non-TEA discounted rate.<br><br>On 5/3/12, a family member of Resident #3 stated, although they had received a new admission agreement in the mail, they refused to sign it.<br><br>Resident invoices for January through March 2012, documented the resident's "Basic Service Fee-Deluxe" was $96 per day with a "Limited Term Discount" of $19, which equaled $77 per day.<br><br>A resident invoice, dated 3/16/12, for April 2012 documented the resident's "Basic Service Fee-Deluxe" was $96.<br><br>There was no documentation found in the resident's record the facility had sent the resident or family a 30-day notice in February that the rates would be increased on March 15, 2012.<br><br>An email, dated 4/9/12, from the facility administrator to the accounts receivable representative documented "Unfortunately for us, her Residency agreement (Resident #3) was not written with a TEA, it clearly specifies that the rate | R 008 | | |

Bureau of Facility Standards

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: | (X2) MULTIPLE CONSTRUCTION<br>A. BUILDING<br>B. WING | (X3) DATE SURVEY COMPLETED |
|---|---|---|---|
| | 13R539 | | R<br>05/04/2012 |

| NAME OF PROVIDER OR SUPPLIER. | STREET ADDRESS, CITY, STATE, ZIP CODE |
|---|---|
| CLEARWATER HOUSE, ASSISTED LIVING CO | 715 WEST COMSTOCK AVENUE<br>NAMPA, ID 83651 |

| (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 |
|---|---|---|---|---|
| R 008 | Continued From page 7<br>is $77. I can see by your invoices that the rate was reflected as being a base rate and a discount. That does not agree with the contract and the state of Idaho prohibits a rate increase without 30 days written notice."<br><br>On 5/3/12 at 3:00 PM, the administrator stated Resident #3 received a discounted rate of $77 per day but never signed a "TEA." The administrator confirmed, in March the resident received a $19 per day rate increase but had not received a 30 day notice of that increase.<br><br>On 5/3/12, upon request of the survey team, the facility was unable to provide a copy of a rate increase notice for either resident.<br><br>On 5/3/12 at 10:55 AM, the administrator stated that around March 16, families or residents were all sent packages from corporate. She stated the packages included a letter informing residents that beginning March 15, 2012, discounts were no longer offered and rates were increased to the standard rates. She further stated, corporate never sent out 30-day notices of fee changes prior to the packages being sent.<br><br>The facility did not provide Resident #3, a 30 day notice that basic service fees would be increased. This resulted in a violation of the resident's rights. | R 008 | | |

IDAHO DEPARTMENT OF
HEALTH & WELFARE

**MEDICAID LICENSING & CERTIFICATION - RALF**
**P.O. Box 83720**
**Boise, ID 83720-0036**
**(208) 334-6626 fax: (208) 364-1888**

# ASSISTED LIVING
## Non-Core Issues
## Punch List

| Facility Name | Physical Address | Phone Number |
|---|---|---|
| Clearwater House, Assisted Living | 715 W. Comstock Ave. | 208-463-1732 |
| **Administrator** | **City** | **ZIP Code** |
| Virginia Thornley | NAMPA | 83651 |
| **Survey Team Leader** | **Survey Type** | **Survey Date** |
| Maureen McCann, RN | Follow-up and Complaint Survey | May 3, 2012 |

**NON-CORE ISSUES** **PAGE 1 OF 2**

| ITEM # | RULE # 16.03.22 | DESCRIPTION | DATE RESOLVED | L&C USE |
|---|---|---|---|---|
| 1 | 220.03.b | The facility's admission agreements did not include a price list of the "daily base rates." ***Repeat Punch*** | MMC 6/18/12 | |
| ~~2~~ | ~~220.03.c.vi~~ | ~~The facility's admission agreements did not include the "move in fee" prices. ***Repeat Punch***~~ | ~~5/15/12~~ | |
| 3 | 705.02 | Not all resident admission agreements were signed by the facility administrator. ***Repeat Punch*** | 5/15/12 MMC | |
| 4 | 705.03 | A copy of the facility fee structure or payment schedules were not signed by the residents or their representatives. ***Repeat Punch*** | MMC 6/18/12 | |
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| Response Required Date | Signature of Facility Representative | Date Signed |
|---|---|---|
| June 3, 2012 | Virginia Thornley | 5/4/2012 |

IDAHO DEPARTMENT OF
# HEALTH & WELFARE

C.L. "BUTCH" OTTER – GOVERNOR
RICHARD M. ARMSTRONG – DIRECTOR

LESLIE M. CLEMENT—DEPUTY DIRECTOR
LICENSING AND CERTIFICATION
P.O. Box 83720
Boise, Idaho 83720-0009
PHONE 208-334-6626
FAX 208-364-1888

May 17, 2012

Virginia Thornley, Administrator
Clearwater House, Assisted Living Concepts, Inc
715 West Comstock Avenue
Nampa, ID 83651

Dear Ms. Thornley:

An unannounced, on-site complaint investigation survey was conducted at Clearwater House, Assisted Living Concepts, Inc from May 3, 2012, to May 4, 2012. During that time, observations, interviews, and record reviews were conducted with the following results:

**Complaint # ID00005457**

Allegation #1: The facility charged an identified resident for basic fees and care fees while he was in the hospital.

Findings #1: A "Move Out Summary" invoice, dated 4/2/12, documented the resident moved out of the facility on 4/2/12. The invoice also documented the resident was credited for pre-paid charges for the month of April and was only charged for the first 2 days in April.

On 5/3/12 at 3:30 PM, the identified resident' family member stated the resident was not charged by the facility after he left the facility.

Unsubstantiated.

Allegation #2: The administrator did not schedule sufficient staff to meet the needs of an identified resident requiring 2 person assistance with transferring.

Findings #2: On 5/3/12 at 3:50 PM, the administrator and facility nurse were interviewed. The nurse confirmed the identified resident required a 2 person assist to transfer in and out of bed, however, the facility

also had a Hoyer lift which could be used to transfer the resident and the Hoyer lift only required 1 person to operate safely. The administrator stated she had adjusted the schedule and instructed a second caregiver to stay at the facility until the identified resident requested to go to bed. Once the resident was transferred to bed at his request, the second caregiver's shift was over. The administrator had a copy of the staff schedule which documented a "float" staff who's shift ended after the identified resident went to bed.

Unsubstantiated. This does not mean the incident did not take place; it only means that the allegation could not be proven.

As no deficiencies were cited as a result of our investigation, no response is necessary to this report. Thank you to you and your staff for the courtesies extended to us on our visit.

Sincerely,

Rae Jean McPhillips RN, BSW for

Maureen A. McCann, RN
Health Facility Surveyor
Residential Assisted Living Facility Program

c: Jamie Simpson, MBA, QMRP, Supervisor, Residential Assisted Living Facility Program

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May 17, 2012

Virginia Thornley, Administrator
Clearwater House, Assisted Living Concepts, Inc.
715 West Comstock Avenue
Nampa, ID 83651

Dear Ms. Thornley:

An unannounced, on-site complaint investigation survey was conducted at Clearwater House, Assisted Living Concepts, Inc from May 3, 2012, to May 4, 2012. During that time, observations, interviews, and record reviews were conducted with the following results:

Complaint # **ID00005517**

Allegation #1: The facility nurse did not assess an identified resident immediately after a fall.

Findings #1: An incident report, dated 4/7/12, documented the identified resident fell at 11:45 AM and sustained a skin tear on her right forearm. The report documented the nurse was notified at 11:50 AM and instructed the caregiver to "dress the wounds". The report further documented, the resident was taken by her family to an "urgent care clinic" that afternoon.

On 5/3/12 at 11:55 AM, the facility nurse stated the resident had fallen and sustained 2 skin tears on her forearm. She stated the resident's family took her to an urgent care clinic where steri-strips were applied to the skin tears. She further stated, she was notified of the resident's condition both after the resident fell and after the resident returned from the urgent care clinic. The nurse stated she assessed the resident's wounds on 4/9/12.

A nurse's note, dated 4/9/12, documented the facility nurse assessed the resident wounds.

Substantiated. However, the facility was not cited as they acted appropriately

by notifying the nurse immediately after the fall and the resident was treated at an urgent care clinic the same day as the fall.

Allegation #2: The facility did not report a fall with injury to Licensing and Certification.

Findings #2: Substantiated. However, the facility was not cited as the fall resulted in a minor injury which the facility was not required to report to Licensing and Certification.

Allegation #3: The facility could not meet all of the resident's needs because there was only one caregiver per shift who was also required to cook, assist with medications and complete housekeeping tasks.

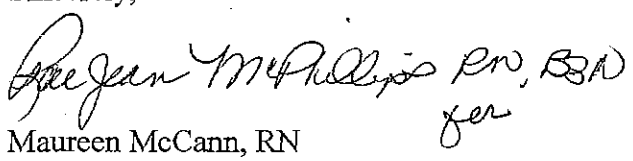
Findings #3: At the time of the complaint, three residents resided at the facility. During the survey, between 5/3/12 and 5/4/12, two residents resided at the facility. Both residents ambulated independently and required minimal assistance from the caregiver on duty. The caregiver was observed assisting with medications, meals and completing housekeeping tasks as well as assisting the residents as needed.

On 5/3/12 at 11:45 AM, a caregiver stated she was able to meet all of the residents needs even though she was required to complete other tasks such as cooking and housekeeping.

Unsubstantiated. Although the allegation may have occurred, it could not be determined during the complaint investigation.

As no deficiencies were cited as a result of our investigation, no response is necessary to this report. Thank you to you and your staff for the courtesies extended to us on our visit.

Sincerely,



Maureen McCann, RN
Health Facility Surveyor
Residential Assisted Living Facility Program

c: Jamie Simpson, MBA, QMRP, Supervisor, Residential Assisted Living Facility Program

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# HEALTH & WELFARE

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Boise, Idaho 83720-0009
PHONE 208-334-6626
FAX 208-364-1888

June 1, 2012

Virginia Thornley, Administrator
Clearwater House, Assisted Living Concepts, Inc
715 West Comstock Avenue
Nampa, ID 83651

Dear Ms. Thornley:

An unannounced, on-site complaint investigation survey was conducted at Clearwater House, Assisted Living Concepts, Inc from May 3, 2012 to May 4, 2012. During that time, observations, interviews or record reviews were conducted with the following results:

Complaint # **ID00005587**

| | |
|---|---|
| Allegation #1: | The facility increased an identified resident's rates in April 2012 without giving the resident a 30 day notice. |
| Findings #1: | Substantiated. The facility was issued a deficiency at IDAPA 16.03.22.550.23 for increasing a resident's rates without giving the resident a 30 day notice. The facility was required to submit a plan of correction. |

A core issue deficiency was identified during the complaint investigation. Please review the cover letter, which outlines how to develop a Plan of Correction. The Plan of Correction must be submitted to our office within 10 (ten) calendar days of receiving the Statement of Deficiencies.

Please bear in mind that non-core issue deficiencies were identified on the punch list, a copy of which was reviewed and left with you during the exit conference, on **05/04/2012**. The completed punch list form and accompanying evidence of resolution (e.g., receipts, pictures, policy updates, etc) are to be submitted to this office within thirty (30) days from the exit date.

If you have questions or concerns regarding our visit, please call us at (208) 334-6626. Thank you for the courtesy and cooperation you and your staff extended to us while we conducted our investigation.

Sincerely,

Rae Jean McPhillips RN BSW for

Maureen A. McCann, RN
Health Facility Surveyor
Residential Assisted Living Facility Program