

Office of Health Care Assurance

State Licensing Section

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION

Facility's Name: Tender Loving Care	CHAPTER 100.1
Address: 94-1227 Kahuanui Street, Waipahu, Hawaii 96797	Inspection Date: November 5, 2015 Annual

	Rules (Criteria)	Plan of Correction	Completion Date
<input checked="" type="checkbox"/>	<p>§11-100.1-7 <u>General operational policies.</u> (a)(4)                      General operational policies of an ARCH or expanded ARCH shall be submitted by the applicant in writing to the department prior to licensure and shall include, but shall not be limited to:</p> <p>Visiting hours;</p> <p><b>FINDINGS</b>                      Resident ■ No signed agreement or general operating policy that details visiting hours.</p>		
<input checked="" type="checkbox"/>	<p>§11-100.1-7 <u>General operational policies.</u> (c)                      A written agreement shall be completed at the time of admission between the licensee or primary care giver of the ARCH or expanded ARCH and the ARCH or expanded ARCH resident and the ARCH or expanded ARCH resident's family, legal guardian, surrogate or responsible agency that sets forth that resident's rights, the licensee or primary care giver of the ARCH or expanded ARCH responsibilities to that</p>		

	Rules (Criteria)	Plan of Correction	Completion Date
	<p>resident, the services which will be provided by the licensee or primary care giver of the ARCH or expanded ARCH according to that resident's schedule of activities or care plan, and that resident's responsibilities to the licensee or primary care giver of the ARCH or expanded ARCH.</p> <p><b><u>FINDINGS</u></b>  Resident [REDACTED] No signed agreement or general operating policy detailing resident's rights and primary giver's responsibilities.</p>		
<input checked="" type="checkbox"/>	<p>§11-100.1-9 <u>Personnel, staffing and family requirements.</u> (e)(3)  The substitute care giver who provides coverage for a period less than four hours shall:</p> <p>Be currently certified in first aid;</p> <p><b><u>FINDINGS</u></b>  Substitute care giver [REDACTED] No current annual first aid certification.</p>		
<input checked="" type="checkbox"/>	<p>§11-100.1-9 <u>Personnel, staffing and family requirements.</u> (e)(4)  The substitute care giver who provides coverage for a period less than four hours shall:</p> <p>Be trained by the primary care giver to make prescribed medications available to residents and properly record such action.</p> <p><b><u>FINDINGS</u></b>  Substitute care givers # [REDACTED] No documentation of training by primary care giver to make medications available and document such action.</p>		

	Rules (Criteria)	Plan of Correction	Completion Date
☒	<p>§11-100.1-9 <u>Personnel, staffing and family requirements.</u> (f)(1)  The substitute care giver who provides coverage for a period greater than four hours in addition to the requirements specified in subsection (e) shall:</p> <p>Be currently certified in cardiopulmonary resuscitation;</p> <p><b><u>FINDINGS</u></b>  Substitute care giver [REDACTED] No current annual CPR certification.</p>		
☒	<p>§11-100.1-12 <u>Emergency care of residents and disaster preparedness.</u> (c)  The licensee shall conduct regular quarterly rehearsals of emergency evacuation plans for staff and residents to follow in case of fire, explosion, or other civil emergency occurring in or within the environs of the facility.</p> <p><b><u>FINDINGS</u></b>  No quarterly fire drills since 10/14.</p>		
☒	<p>§11-100.1-14 <u>Food sanitation.</u> (f)  Toxic chemicals and cleaning agents, such as insecticides, fertilizers, bleaches and all other poisons, shall be properly labeled and securely stored apart from any food supplies.</p> <p><b><u>FINDINGS</u></b>  Bathroom #2 for resident use, Comet cleanser, and Fantastik spray cleanser unsecured under sink cabinet.</p>		
☒	<p>§11-100.1-17 <u>Records and reports.</u> (b)(3)  During residence, records shall include:</p> <p>Progress notes that shall be written on a monthly basis, or</p>		

	Rules (Criteria)	Plan of Correction	Completion Date
	<p>more often as appropriate, shall include observations of the resident's response to medication, treatments, diet, care plan, any changes in condition, indications of illness or injury, behavior patterns including the date, time, and any and all action taken. Documentation shall be completed immediately when any incident occurs;</p> <p><b>FINDINGS</b> Resident [REDACTED] No progress notes for one year look back.</p>		
<input checked="" type="checkbox"/>	<p>§11-100.1-17 <u>Records and reports.</u> (b)(7) During residence, records shall include:</p> <p>Recording of resident's weight at least once a month, and more often when requested by a physician, APRN or responsible agency;</p> <p><b>FINDINGS</b> Resident [REDACTED] No monthly weights since [REDACTED]</p>		
<input checked="" type="checkbox"/>	<p>§11-100.1-17 <u>Records and reports.</u> (b)(8) During residence, records shall include:</p> <p>Notation of visits and consultations made to resident by other professional personnel as requested by the resident or the resident's physician or APRN;</p> <p><b>FINDINGS</b> Resident [REDACTED] No progress notes for physician office visits [REDACTED] no progress notes for dental visits [REDACTED]</p>		

	Rules (Criteria)	Plan of Correction	Completion Date
☒	<p>§11-100.1-21 <u>Residents' and primary care givers' rights and responsibilities.</u> (a)(1)(C) Residents' rights and responsibilities:</p> <p>Written policies regarding the rights and responsibilities of residents during the stay in the Type I ARCH shall be established and a copy shall be provided to the resident and the resident's family, legal guardian, surrogate, sponsoring agency or representative payee, and to the public upon request. The Type I ARCH policies and procedures shall provide that each individual admitted shall:</p> <p>Be fully informed orally and in writing, prior to or at the time of admission, and during stay, of services available in or through the Type I ARCH and of related charges, including any charges for services not covered by the Type I ARCH's basic per diem rate;</p> <p><b>FINDINGS</b> Resident [REDACTED] No signed agreement that details charges for related services.</p>		
☒	<p>§11-100.1-23 <u>Physical environment.</u> (g)(3)(G) Fire prevention protection.</p> <p>Type I ARCHs shall be in compliance with, but not limited to, the following provisions:</p> <p>Smoke detectors shall be provided in accordance with the most current edition of the National Fire Protection Association (NFPA) Standard 101 Life Safety Code, One and Two Family Dwellings. Existing Type I ARCHs may continue to use battery operated individual smoke detector units, however, upon transfer of ownership or primary care</p>		

	<b>Rules (Criteria)</b>	<b>Plan of Correction</b>	<b>Completion Date</b>
	giver, such units shall be replaced with an automatic hard wiring UL approved smoke detector system;  <u><b>FINDINGS</b></u> No monthly smoke detector logs for one year look back.		

Licensee's/Administrator's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_