

CHAPTER 25  
ASSISTED LIVING PROGRAMS

[Prior to 4/14/04, see 321—Ch 27]

**321—25.1(231C) Definitions.**

“*Accredited*” means that the program has received accreditation from the entities named in subrule 25.14(1).

“*Allied health care professional*” means a person licensed through the department of public health, other than a physician, physician assistant, registered nurse or advanced registered nurse practitioner, who provides health care services to the tenant.

“*Assistance*” means aid to a tenant who self-directs or participates in a task or activity or who retains the mental or physical ability, or both, to participate in a task or activity. Cueing of the tenant regarding a particular task or activity shall not be construed to mean the tenant has not participated in the task or activity.

“*Assisted living*” means provision of housing with services, which may include but are not limited to health-related care, personal care, and assistance with instrumental activities of daily living, to three or more tenants in a physical structure, which provides a homelike environment. “Assisted living” also includes encouragement of family involvement, tenant self-direction, and tenant participation in decisions that emphasize choice, dignity, privacy, individuality, shared risk, and independence. “Assisted living” includes the provision of housing and assistance with instrumental activities of daily living only if personal care or health-related care is also included. The requirements of this chapter are applicable to all assisted living facilities. There may be other requirements for specific facilities contained in other chapters under agency number 321.

“*CARF*” means the Rehabilitation Accreditation Commission.

“*Cognitive disorder*” means a disorder characterized by cognitive dysfunction presumed to be the result of illness that does not meet criteria for dementia, delirium, or amnesic disorder.

“*Dementia*” means an illness characterized by multiple cognitive deficits which represent a decline from previous levels of functioning and include memory impairment and one or more of the following cognitive disturbances: aphasia, apraxia, agnosia, and disturbance in executive functioning.

“*Dementia-specific assisted living program*” means an assisted living program certified under this chapter that either serves five or more tenants with dementia between Stages 4 and 7 on the Global Deterioration Scale or holds itself out as providing specialized care for persons with dementia, such as Alzheimer’s disease, in a dedicated setting.

“*Department*” means the department of elder affairs.

“*DIA*” means the department of inspections and appeals.

“*Dwelling unit*” means an apartment, group of rooms, or single room that is occupied as a separate living quarter or, if vacant, that is intended for occupancy as a separate living quarter, in which the occupant(s) can live and sleep separately from any other persons in the building and that has direct access from the outside of the building or through a common hall.

“*Global Deterioration Scale*” means the seven-stage scale for assessment of primary degenerative dementia developed by Dr. Barry Reisberg.

“*Health care*” means services provided by a registered nurse or a licensed practical nurse, on a part-time or intermittent basis, and services provided by other licensed health care professionals, on a part-time or intermittent basis.

“*Health care professional*” means a physician, physician assistant, registered nurse or advanced registered nurse practitioner licensed through the department of public health.

“*Human service professional*” means an individual with at least a bachelor’s degree in a human service field including human services, gerontology, social work, sociology, psychology, and family science. Experience in a human service field may be substituted for up to two years of required education.

*“Instrumental activities of daily living”* means those activities that reflect the tenant’s ability to perform household and other tasks necessary to meet the tenant’s needs within the community, which may include but are not limited to shopping, housekeeping, chores, and traveling within the community.

*“In the proximate area”* means located within a less-than-five-minute response time.

*“JCAHO”* means the Joint Commission on Accreditation of Healthcare Organizations.

*“Legal representative”* means a person appointed by the court to act on behalf of the tenant, or a person acting pursuant to a power of attorney.

*“Modification”* means any addition to or change in dimensions or structure except as incidental to the customary maintenance of the program structure.

*“Nonaccredited”* means that the program has been certified under the provisions of this chapter but has not received accreditation from the entities named in subrule 25.14(1).

*“Nurse-delegated assistance”* means delegated tasks or activities for which a professional nurse has assumed responsibility for assessing, planning, implementing, or evaluating, and for which the nurse remains legally accountable.

*“Occupancy agreement”* means a written contract entered into between an assisted living program and a tenant that clearly describes the rights and responsibilities of the assisted living program and the tenant and other information required by rule. The occupancy agreement may include a separate signed lease and signed service agreement.

*“Part-time or intermittent care”* means licensed nursing services and professional therapies that are provided no more than 5 days per week; or licensed nursing services and professional therapies that are provided 6 or 7 days per week for temporary periods of time with a predictable end within 21 days; or licensed nursing services and professional therapies in combination with nurse-delegated assistance with medications or activities of daily living that do not exceed 28 hours per week.

*“Personal care”* means assistance with the essential activities of daily living which may include but are not limited to transferring, bathing, personal hygiene, dressing, grooming, housekeeping essential to the health and welfare of the tenant, and supervising of self-administered medications, but does not include the administration of medications.

*“Program”* shall have one of the following meanings, determined by the context of the particular rule under consideration:

1. A person. Unless otherwise provided by law, “person” means individual, corporation, limited liability company, government or governmental subdivision or agency, business trust, estate, trust, partnership or association, or any other legal entity.

2. A physical facility, structure or building utilized in an assisted living program.

3. Services provided to persons eligible for assisted living residency as defined in this chapter.

*“Qualified professional”* means a facility plant engineer familiar with the type of program being provided, or a licensed plumbing, heating, cooling or electrical contractor who furnishes regular service to such equipment.

*“Recognized accrediting entity”* means a nationally recognized accrediting entity that the department recognizes as having specific assisted living program standards equivalent to the standards established by the department.

*“Remodeling”* means modification of any part of an existing building, addition of a new wing or floor to an existing building, or conversion of an existing building.

*“Routine”* means regular, customary or not occasional or intermittent.

*“Self-administration”* means a tenant’s taking personal responsibility for all medication needs, including ordering, refilling, remembering dosing schedule, and self-administering medications.

*“Service plan”* means the document that defines the services to meet the needs and preferences of a tenant.

“*Supervision of self-administration*” means a staff person’s activities such as routine prompting and reminding, opening of containers or packaging at the direction of the tenant, or reading instructions or other label information in order for a tenant to self-administer a medication.

“*Tenant*” means an individual who receives assisted living services pursuant to an occupancy agreement through a certified assisted living program.

“*Tenant advocate*” means the office of long-term care resident’s advocate established in Iowa Code Supplement section 231.42.

“*Unmanageable incontinence*” means a condition that requires staff provision of total care for an incontinent tenant who lacks the ability to assist in bladder or bowel continence care.

“*Wandering behavior*” means a behavioral problem of disorientation and difficulty relating to the environment with aimless or purposeful motor activity that causes a social problem such as getting lost, leaving a safe environment or intruding in inappropriate places.

**321—25.2(231C) Program certification.** A program may become certified by meeting all the requirements in Iowa Code Supplement chapter 231C and the applicable rules of this chapter. In addition, a program may be voluntarily accredited by either CARF or JCAHO. For the purpose of these rules, certification is equivalent to licensure. A current certificate shall be visibly displayed within the designated area of the operation of the program.

**321—25.3(231C) Certification of a nonaccredited program.**

**25.3(1)** The applicant shall complete an approved application packet obtained from the department of inspections and appeals (DIA). Application materials may be obtained from the health facilities division Web site at [www.dia-hfd.state.ia.us](http://www.dia-hfd.state.ia.us); by mail from the Department of Inspections and Appeals, Adult Services Bureau, Lucas State Office Building, 321 E. 12th Street, Des Moines, Iowa 50319-0083; or by telephone at (515)281-6325.

**25.3(2)** The applicant shall submit one copy of the completed application and all supporting documentation to DIA at the above address at least 60 calendar days prior to the expected date of beginning operation.

**25.3(3)** The appropriate fees, as stated in 321—Chapter 27, shall accompany each application and be payable by check or money order to the Department of Inspections and Appeals. The fees are nonrefundable.

**25.3(4)** DIA shall consider the application when all supporting documents and fees are received.

**321—25.4(231C) Nonaccredited program application content.** An application for certification or recertification of a nonaccredited program shall include the following:

**25.4(1)** A list that includes the names, addresses and percentage of stock, shares, partnership or other equity interest of all officers, members of the board of directors, and trustees and of the designated manager, as well as stockholders, partners or any individuals who have greater than a 10 percent equity interest in the program. The program shall notify DIA of any changes in the list within ten working days of the changes.

**25.4(2)** A statement affirming that the individuals listed in 25.4(1) have not been convicted of a felony or serious misdemeanor or found in violation of the dependent adult abuse code in any state.

**25.4(3)** A statement disclosing whether any of the individuals listed in 25.4(1) have or have had an ownership interest in an assisted living program, adult day services program, elder group home, home health agency, or licensed health care facility as defined under Iowa Code Supplement section 135C.1 or licensed hospital as defined under Iowa Code section 135B.1 which has been closed in any state due to removal of program, agency, or facility licensure or certification or due to involuntary termination from participation in either the Medicaid or Medicare program; or have been found to have failed to provide adequate protection or services for participants to prevent abuse or neglect.

**25.4(4)** A copy of the current policy and procedure for evaluation of each tenant, which includes a copy of the evaluation tool or tools to be used to identify the functional, cognitive and health status of each tenant.

**25.4(5)** Identification of target population.

**25.4(6)** A copy of the current service plan format.

**25.4(7)** If the program contracts for personal care or health-related care services from a certified home health agency, mental health center or a licensed health care facility, a copy of that entity's current license or certification.

**25.4(8)** The current policy and procedure for addressing medication needs of tenants.

**25.4(9)** The current policy and procedure describing accident and emergency response.

**25.4(10)** A copy of the current tenant occupancy agreement.

**25.4(11)** The current policy and procedure for managing risk and upholding tenant autonomy when tenant decision making may result in poor outcomes for the tenant or others.

**25.4(12)** A copy of the current state license for the entity providing food service, whether it is the program or an outside entity or a combination of both.

**25.4(13)** A copy of the written policies and procedures for food service relating to staffing, nutrition, menu planning, therapeutic diets, preparation, service and storage.

### **321—25.5(231C) Initial certification process for a nonaccredited program.**

**25.5(1)** DIA shall determine whether or not the proposed program meets applicable requirements contained in Iowa Code Supplement chapter 231C and this chapter upon receipt of all completed documentation, including state fire marshal approval and structural and evacuation review approval.

**25.5(2)** DIA shall notify the applicant within 5 working days of any preliminary certification determination.

*a.* If the determination is to certify, DIA shall issue a conditional certification not to exceed one year.

*b.* If the determination is to deny certification, DIA shall provide the applicant the opportunity for hearing in accordance with 321—26.4(17A,231C,231D).

**25.5(3)** A conditional certification shall allow the applicant to begin operation and accept tenants into the program.

**25.5(4)** Within 90 calendar days following issuance of conditional certification, DIA shall conduct an on-site monitoring evaluation to determine compliance with the provisions of Iowa Code Supplement chapter 231C and this chapter.

**25.5(5)** If regulatory insufficiencies are identified as a result of the on-site monitoring evaluation, DIA shall issue a report of the findings to the program by certified mail within 20 working days following the monitoring evaluation. The program shall be required to submit a plan of correction to DIA within 10 working days following receipt of the report.

**25.5(6)** DIA shall make a final certification decision based on the results of the monitoring evaluation and review of an acceptable plan of correction.

**25.5(7)** DIA shall notify the program of a final certification decision within 10 working days following the finalization of the on-site monitoring evaluation report or receipt of an acceptable plan of correction, whichever is applicable.

**25.5(8)** If the decision is to continue certification, DIA shall issue a full two-year certification effective from the date of the original conditional certification.

**25.5(9)** If the decision is to discontinue certification through denial, DIA shall provide the program the opportunity for a hearing under 321—26.4(17A,231C,231D).

**321—25.6(231C) Recertification of a nonaccredited program.**

**25.6(1)** Certification of a program, unless conditionally issued, suspended or revoked, shall expire at the end of the time period specified on the certificate.

**25.6(2)** DIA shall send recertification application materials to each program at least 120 calendar days prior to expiration of its certification.

**321—25.7(231C) Recertification process for a nonaccredited program.** To obtain recertification, a program shall:

**25.7(1)** Submit one copy of the completed application, including the information required in 25.4(231C), associated documentation and the recertification fee as listed in 321—Chapter 27 to DIA at the address stated in 25.3(1) at least 90 calendar days prior to the expiration of the program's certification.

**25.7(2)** Submit additional documentation that the following systems have been inspected by a qualified professional and are found to be maintained in conformance with manufacturer's recommendations and nationally recognized standards: heating, cooling, water heater, electricity, plumbing, sewage, artificial light, and ventilation; and, if located on site, garbage disposal, cooking area, laundry, and elevators.

**321—25.8(231C) Notification of recertification for a nonaccredited program.**

**25.8(1)** DIA shall review the application and associated documentation and fees for completion and notify the program of application status within 10 working days of receipt of the required application materials.

**25.8(2)** DIA shall conduct an on-site monitoring evaluation of the program between 60 and 90 days prior to expiration of the program's certification.

**25.8(3)** If regulatory insufficiencies are identified as a result of the monitoring evaluation, DIA shall issue a report of the findings to the program by certified mail within 20 working days following the monitoring evaluation. The program shall be required to submit a plan of correction to DIA within 10 working days following receipt of the report. Within 10 working days of receiving all finalized documentation, including state fire marshal approval and an acceptable plan of correction, DIA shall determine the program's compliance with applicable requirements contained in Iowa Code Supplement chapter 231C and this chapter and make a recertification decision.

**25.8(4)** If no regulatory insufficiencies are identified as a result of the monitoring evaluation, DIA shall issue a report of the findings with the final recertification decision. Within 15 working days of receiving all finalized documentation, including state fire marshal approval, DIA shall determine the program's compliance with applicable requirements contained in Iowa Code Supplement chapter 231C and this chapter and make a recertification decision.

**25.8(5)** If the decision is to recertify, DIA shall issue the program a two-year certification effective from the date of the expiration of the previous certification.

**25.8(6)** If the decision is to deny recertification, DIA shall provide the program the opportunity for a hearing under 321—26.4(17A,231C,231D).

**25.8(7)** If DIA is unable to recertify a program through no fault of the program, DIA shall issue a time-limited extension to the program.

**321—25.9(231C) Certification and recertification process for an accredited program.**

**25.9(1)** An applicant program accredited by a recognized accrediting entity shall:

*a.* Submit a completed application packet obtained from DIA. Application materials may be obtained from the health facilities division Web site at [www.dia-hfd.state.ia.us](http://www.dia-hfd.state.ia.us); by mail from the Department of Inspections and Appeals, Adult Services Bureau, Lucas State Office Building, 321 E. 12th Street, Des Moines, Iowa 50319-0083; or by telephone at (515)281-6325.

- b.* Submit a copy of the current accreditation outcome from a recognized accrediting entity.
  - c.* Apply for certification within 30 calendar days following verification of compliance with life safety requirements pursuant to this chapter for a program in operation on or before May 19, 2004.
  - d.* Apply for recertification within 60 calendar days following verification of compliance with life safety requirements pursuant to this chapter.
  - e.* Maintain compliance with life safety requirements pursuant to this chapter.
  - f.* Submit the appropriate fees as set forth in 321—27.2(231C).
- 25.9(2)** DIA shall not consider an application until it is complete and received with all supporting documentation and the appropriate fees.

**321—25.10(231C) Accredited program certification or recertification application content.** An application for certification or recertification of an accredited program shall include the following:

**25.10(1)** A list that includes the names, addresses and percentage of stock, shares, partnership or other equity interest of all officers, members of the board of directors, and trustees and of the designated manager, as well as stockholders, partners or any individuals who have greater than a 10 percent equity interest in the program. The program shall notify DIA of any changes in the list within ten working days of the change.

**25.10(2)** A statement affirming that the individuals listed in 25.10(1) have not been convicted of a felony or serious misdemeanor or found in violation of the dependent adult abuse code in any state.

**25.10(3)** A statement disclosing whether any of the individuals listed in 25.10(1) have or have had an ownership interest in a program, adult day services program, elder group home, home health agency, or licensed health care facility as defined under Iowa Code Supplement section 135C.1 or licensed hospital as defined under Iowa Code section 135B.1 which has been closed in any state due to removal of program, agency, or facility licensure or certification or due to involuntary termination from participation in either the Medicaid or Medicare program; or have been found to have failed to provide adequate protection or services for tenants to prevent abuse or neglect.

**25.10(4)** Identification of target population.

**25.10(5)** A copy of the current accreditation outcome from the recognized accrediting entity.

**321—25.11(231C) Initial certification process for an accredited program.**

**25.11(1)** DIA shall determine whether or not the accredited program meets applicable requirements contained in Iowa Code Supplement chapter 231C and these rules within 20 working days of receiving all finalized documentation, including state fire marshal approval.

**25.11(2)** DIA shall notify the accredited program within 10 working days of the final certification decision.

*a.* If the decision is to certify, a full certification shall be issued for the term of the accreditation not to exceed three years, unless conditionally issued, suspended or revoked by either DIA or the recognized accrediting entity.

*b.* If the determination is to deny certification, DIA shall provide the applicant the opportunity for hearing in accordance with 321—26.4(17A,231C,231D).

*c.* Certification for a program, unless conditionally issued, suspended or revoked, shall expire at the end of the time period specified on the certificate.

**321—25.12(231C) Recertification process for an accredited program.**

**25.12(1)** DIA shall send recertification application materials to each program at least 90 calendar days prior to expiration of its certification.

**25.12(2)** To obtain recertification, an accredited program shall submit one copy of the completed application and associated documentation including the administrative fee as stated in 321—27.2(231C) to DIA at the address stated in 25.9(231C) at least 60 calendar days prior to the expiration of the program's certification.

**25.12(3)** Within 20 working days of receiving all finalized documentation, including state fire marshal approval, DIA shall determine the program's compliance with applicable requirements contained in these rules and make a recertification decision.

**25.12(4)** DIA shall notify the accredited program within 10 working days of the final recertification decision.

*a.* If the decision is to recertify, a full certification shall be issued for the term of the accreditation not to exceed three years, unless conditionally issued, suspended or revoked by either DIA or the recognized accrediting entity.

*b.* If the determination is to deny recertification, DIA shall provide the applicant the opportunity for hearing in accordance with 321—26.4(17A,231C,231D).

**25.12(5)** If DIA is unable to recertify a program through no fault of the program, DIA shall issue a time-limited extension to the program.

**321—25.13(231C) Duration of certification for all programs.**

**25.13(1)** Certification as a nonaccredited program by DIA shall be applicable for two years, unless conditionally issued, suspended or revoked.

**25.13(2)** Certification as an accredited program by DIA shall be applicable for the term of the accreditation not to exceed three years, unless conditionally issued, suspended or revoked by either DIA or the recognized accrediting entity. DIA shall maintain a list of all certified programs. The list shall be readily available at DIA upon request.

**321—25.14(231C) Recognized accrediting entity.**

**25.14(1)** The department designates CARF and JCAHO as recognized accrediting entities for programs.

**25.14(2)** To apply for designation by the department as a recognized accrediting entity for programs, an accrediting organization shall submit a letter of request and meet the accrediting entity requirements in this rule.

**25.14(3)** The designation shall remain in effect for so long as the accreditation standards continue to meet the minimum requirements of Iowa Code Supplement chapter 231C and this chapter.

**25.14(4)** The accrediting entity shall provide annually to DIA and the department, at no cost, a current edition of the applicable standards manual and survey preparation guide, and training thereon, within 20 working days after the publication is released.

**321—25.15(231C) Requirements for an accredited program.** Each accredited program shall:

**25.15(1)** Provide DIA a copy of all survey reports including outcomes, quality improvement plans and annual conformance to quality reports generated or received, as applicable, within ten working days of receipt of the reports.

**25.15(2)** Notify DIA by the most expeditious means possible of all credible reports of alleged improper or inappropriate conduct or conditions within the accredited program and any actions taken by the accrediting entity with respect thereto.

**25.15(3)** Notify DIA within two working days of the expiration, suspension, revocation or other loss of a program's accreditation.

**321—25.16(231C) Maintenance of program accreditation.**

**25.16(1)** An accredited program shall continue to be recognized for certification by DIA if both of the following requirements are met:

*a.* The program complies with the requirements outlined in 25.15(231C).

*b.* The program maintains its voluntary accreditation status for the duration of the time-limited certification period.

**25.16(2)** A program that does not maintain its voluntary accreditation status must become certified by DIA prior to any lapse in accreditation.

**25.16(3)** A program that does not maintain its voluntary accreditation status and is not certified by DIA prior to any lapse in voluntary accreditation shall be considered an uncertified program.

**321—25.17(231C) Transfer of certification.**

**25.17(1)** A certificate, unless conditionally issued, suspended or revoked, may be transferable to a new owner of a program.

**25.17(2)** The new owner is required to notify DIA in writing within 30 calendar days prior to the change in ownership. The notice shall include assurance that the new owner meets all requirements of Iowa Code Supplement chapter 231C and this chapter.

**25.17(3)** DIA may conduct an on-site monitoring evaluation within 90 days following a change in ownership or management corporation to ensure that the program complies with requirements and shall take any necessary enforcement action authorized by Iowa Code Supplement chapter 231C and this chapter.

**321—25.18(231C) Structural and life safety reviews for a new program.**

**25.18(1)** Prior to construction or remodeling of a building for use in a new program, DIA shall review the blueprints for compliance with requirements pursuant to this chapter. Construction and remodeling shall include new construction, modification of any part of an existing building, addition of a new wing or floor to an existing building, or conversion of an existing building.

**25.18(2)** A program applicant shall submit to DIA blueprints wet-sealed by an Iowa-licensed architect or Iowa-licensed engineer and the blueprint plan review fee as stated in 321—Chapter 27 at Department of Inspections and Appeals, Lucas State Office Building, 321 E. 12th Street, Des Moines, Iowa 50319-0083.

**25.18(3)** Failure to submit the blueprint plan review fee with the blueprints shall result in delay of the blueprint plan review until the fee is received.

**25.18(4)** DIA shall review the blueprints and notify the Iowa-licensed architect or Iowa-licensed engineer in writing regarding the status of compliance with requirements.

**25.18(5)** The Iowa-licensed architect or Iowa-licensed engineer shall respond to DIA to state how any noncompliance with requirements will be resolved.

**25.18(6)** Upon final notification by DIA that the blueprints meet structural and life safety requirements, construction or remodeling of the program may commence.

**25.18(7)** DIA shall schedule an on-site visit of the program with the contractor, or Iowa-licensed architect or Iowa-licensed engineer, during the construction or remodeling process to ensure compliance with the approved blueprints. Any noncompliance with requirements must be resolved prior to approval for certification.

**321—25.19(231C) Structural and life safety review prior to the remodeling of a building for a certified program.**

**25.19(1)** Prior to the remodeling of a building for a certified program, DIA shall review the blueprints for compliance with requirements pursuant to 25.40(231C). Remodeling shall include modification of any part of an existing building, addition of a new wing or floor to an existing building, or conversion of an existing building.

**25.19(2)** A certified program shall submit to DIA blueprints wet-sealed by an Iowa-licensed architect or Iowa-licensed engineer and the blueprint plan review fee as stated in 321—Chapter 27 at Department of Inspections and Appeals, Adult Services Bureau, Lucas State Office Building, 321 E. 12th Street, Des Moines, Iowa 50319-0083.



**25.19(3)** Failure to submit the blueprint plan review fee with the blueprints shall result in delay of the blueprint plan review until the fee is received.

**25.19(4)** DIA shall review the blueprints within 20 working days of receipt and immediately notify the Iowa-licensed architect or Iowa-licensed engineer in writing regarding the status of compliance with requirements.

**25.19(5)** The Iowa-licensed architect or Iowa-licensed engineer shall respond to DIA within 20 working days to state how any noncompliance with requirements will be resolved.

**25.19(6)** Upon final notification by DIA that the blueprints meet structural and life safety requirements, remodeling of the program may commence.

**25.19(7)** DIA shall schedule an on-site visit of the program with the contractor, or Iowa-licensed architect or Iowa-licensed engineer, during the remodeling process to ensure compliance with the approved blueprints. Any noncompliance with requirements must be resolved prior to approval for continued certification or recertification.

**321—25.20(231C) Emergency response policies and procedures review.** A program applicant or certified program shall submit emergency response policies and procedures with the application to DIA at the address stated in 25.3(1). Failure to submit the emergency response policies and procedures with the application shall delay the review of the application for certification until receipt of the information. The emergency response policies and procedures shall comply with the requirements of this chapter.

**321—25.21(231C) Cessation of program operation.**

**25.21(1)** If a certified program ceases operation at any time prior to expiration of the program's certification, the program shall submit the certificate to DIA. The program shall provide, at least 90 days in advance of closure unless there is some type of emergency, written notification to DIA, the department, and the tenant advocate of the date the operation will cease.

**25.21(2)** If a certified program plans to cease operation at the time the program's certification expires, the program shall provide written notice of this fact to DIA, the department and the tenant advocate at least 90 days prior to expiration of the certification.

**25.21(3)** At the time a program decides to cease operation, the program shall submit a plan to DIA and make arrangements for the safe and orderly transfer of all tenants within the 90-day period specified by 25.21(2).

**25.21(4)** DIA or another appropriate agency shall conduct on-site monitoring during the 90-day period to ensure safety of tenants during the transfer process.

**25.21(5)** DIA may conduct an on-site visit to verify that the program has ceased operation in accordance with the notice provided by the program.

**321—25.22(231C) Occupancy agreement.**

**25.22(1)** Prior to the tenant's taking occupancy, the tenant or tenant's legal representative, if applicable, and the program shall enter into an occupancy agreement that clearly describes the rights and responsibilities of the tenant and of the program, and shall sign a managed risk policy disclosure statement.

**25.22(2)** The occupancy agreement shall be in 12-point type or larger, and be written in language using plain, commonly understood terms and, to the extent possible, be easy to understand by the tenant or the tenant's legal representative.

**25.22(3)** The written occupancy agreement shall include, but not be limited to, the following information in the body of the agreement or in the supporting documents and attachments:

*a.* A description of all fees, charges, and rates describing tenancy and basic services covered, and any additional and optional services and their related costs.

*b.* A statement regarding the impact of the fee structure on third-party payments, and whether third-party payments and resources are accepted by the assisted living program.

*c.* The procedure followed for nonpayment of fees.

*d.* Identification of the party responsible for payment of fees and identification of the tenant's representative, if any.

*e.* The term of the occupancy agreement.

*f.* A statement that the assisted living program shall notify the tenant or the tenant's representative, as applicable, in writing at least 30 days prior to any change being made in the occupancy agreement with the following exceptions:

(1) When the tenant's health status or behavior constitutes a substantial threat to the health or safety of the tenant, other tenants, or others, including when the tenant refuses to consent to relocation.

(2) When an emergency or a significant change in the tenant's condition results in the need for the provision of services that exceed the type or level of services included in the occupancy agreement and the necessary services cannot be safely provided by the assisted living program.

*g.* A statement that all tenant information shall be maintained in a confidential manner to the extent required under state and federal law.

*h.* Occupancy, involuntary transfer, and transfer criteria and procedures, which ensure a safe and orderly transfer. The internal appeals process provided relative to an involuntary transfer.

*i.* The program's policies and procedures for addressing grievances between the assisted living program and the tenants, including grievances relating to transfer and occupancy.

*j.* A statement of the prohibition against retaliation as prescribed in Iowa Code Supplement section 231C.13.

*k.* The emergency response policy.

*l.* The staffing policy which specifies if the staff is available 24 hours per day, if nurse delegation will be used, and how staffing will be adapted to meet changing tenant needs.

*m.* In dementia-specific assisted living programs, a description of the services and programming provided to meet the life skills and social activities of tenants.

*n.* The refund policy.

*o.* A statement regarding billing and payment procedures.

*p.* The telephone number for filing a complaint with DIA.

*q.* The telephone number for the office of the tenant advocate.

*r.* A copy of the program's statement on tenants' rights.

*s.* A statement that the tenant landlord law applies to assisted living programs.

**25.22(4)** A copy of the occupancy agreement shall be provided to the tenant or the tenant's legal representative, if any, and a copy shall be kept by the program.

**25.22(5)** The occupancy agreement shall be reviewed and updated as necessary to reflect the change in the services and financial arrangements.

**25.22(6)** A copy of the most current occupancy agreement form shall be made available to the general public upon request. The basic marketing material shall include a statement that a copy of the occupancy agreement is available to all persons upon request.

**25.22(7)** A tenant who is subject to an involuntary transfer shall have the right to an internal appeal of the transfer before the transfer occurs.

### **321—25.23(231C) Occupancy in and transfer from a program.**

**25.23(1)** *Evaluation prior to occupancy.* A program shall evaluate each proposed tenant's functional, cognitive and health status prior to the tenant's signing the occupancy agreement and taking occupancy in order to determine the tenant's eligibility for the program, including whether services needed can be provided. The evaluation shall be conducted by a health care professional or a human service professional.

**25.23(2) Evaluation within 30 days of occupancy.** A program shall evaluate each tenant's functional, cognitive and health status within 30 days of occupancy and as needed, but not less than annually, to determine the tenant's continued eligibility for the program and to determine any modifications to services needed. The evaluation shall be conducted by a health care professional or a human service professional.

**25.23(3) Criteria for exclusion of tenants.** A program shall not knowingly admit or retain a tenant who:

- a. Is bed-bound; or
- b. Requires routine two-person assistance with standing, transfer or evacuation; or
- c. Is dangerous to self or other tenants or staff, including but not limited to a tenant who:
  - (1) Despite intervention chronically wanders into danger, is sexually or physically aggressive or abusive, or displays unmanageable verbal abuse or aggression; or
  - (2) Displays behavior that places another tenant at risk; or
- d. Is in an acute stage of alcoholism, drug addiction, or uncontrolled mental illness; or
- e. Is under the age of 18; or
- f. Requires more than part-time or intermittent health-related care; or
- g. On a routine basis, has unmanageable incontinence.

**25.23(4) Disclosure of additional occupancy and transfer criteria.** A program may have additional occupancy or transfer criteria if disclosed in the written occupancy agreement prior to occupancy.

**25.23(5) Assistance with transfer.** A program shall provide assistance to a tenant and the tenant's legal representative, if applicable, to ensure a safe and orderly transfer when the tenant meets program transfer requirements.

**25.23(6) Right to appeal involuntary transfer.** Under the occupancy agreement and Iowa Code Supplement section 231C.6, each tenant shall have the right to an internal appeal of an involuntary transfer.

### **321—25.24(231C) Waiver of occupancy and retention criteria.**

**25.24(1)** Upon receipt of a waiver petition submitted by a program, DIA may grant a waiver of the occupancy and retention criteria under 25.25(231C) for an individual tenant on a time-limited basis.

**25.24(2) Waiver procedures.** The following procedures shall be used to request and to receive approval of a waiver from the occupancy and retention criteria:

- a. A program shall submit a request for a waiver from the occupancy and retention criteria for an individual tenant on a form and in a manner designated by DIA as soon as it becomes apparent that a tenant meets the criteria.
- b. DIA shall respond in writing to a request within two working days of receipt of required documentation.
- c. The program shall provide written notification to DIA within five working days of any changes in the condition of the tenant as described in the approved waiver request.

**321—25.25(231C) Criteria for granting occupancy and retention waivers.** DIA shall use the following criteria in granting a waiver:

- 1. It is the informed choice of the tenant or the tenant's legal representative, if applicable, to remain in the program; and
- 2. The program is able to obtain the staff necessary to meet the tenant's service needs in addition to the service needs of the other tenants; and
- 3. The waiver shall not jeopardize the health, safety, security or welfare of the tenant for whom the waiver is being requested, program staff, or other program tenants.

**321—25.26(231C) Involuntary transfer.**

**25.26(1) Program initiation of transfer.** If a program initiates the involuntary transfer of a tenant and the action is not a result of a monitoring evaluation or complaint investigation by DIA, and if the tenant or tenant's legal representative contests the transfer, the following procedure shall apply:

a. The program shall notify the tenant or tenant's legal representative, in accordance with the occupancy agreement, of the need to transfer, the reason for the transfer, and the contact information for the tenant advocate.

b. The program shall immediately provide to the tenant advocate, by certified mail, a copy of the notification to the tenant.

c. The tenant advocate shall offer the notified tenant or tenant's legal representative assistance with the program's internal appeal process. The tenant or tenant's legal representative is not required to accept the assistance of the tenant advocate.

d. If, following the internal appeal process, the program upholds the transfer decision, the tenant or tenant's legal representative may utilize other remedies authorized by law to contest the transfer.

**25.26(2) Transfer pursuant to results of monitoring evaluation or complaint investigation by DIA.** If one or more tenants are identified as meeting the occupancy and transfer criteria and need to be transferred as a result of a monitoring evaluation or complaint investigation conducted by DIA, the following procedures shall apply:

a. DIA shall notify the program, in writing, within 20 working days of the monitoring evaluation or complaint investigation, of the identification of any tenant(s) meeting occupancy and transfer criteria, as a part of the report of the findings.

b. The program, each tenant identified, the tenant's legal representative, if applicable, and other providers of services to the tenant shall be notified of their opportunity to provide specific input, written comment, information and documentation directly addressing any agreement or disagreement with the identification.

c. The program shall submit one response, including all inputs received, to DIA. The response shall identify the tenant and others submitting input, and also identify with particularity their agreement or disagreement. The program's response shall be submitted to DIA within 10 working days of the receipt of the report of the findings. Submission of a response does not eliminate the requirement under this chapter or 321—Chapter 26 to submit a plan of correction to address the regulatory insufficiency.

d. Within 10 working days of receipt of the program's response for each identified tenant, DIA shall consider the response and make a determination regarding continued inclusion of a tenant.

e. If DIA's determination is to amend the regulatory insufficiency based on the response, DIA shall modify the report of findings and send an amended report to the program.

f. If the determination is to uphold the regulatory insufficiency, DIA shall review the plan of correction in accordance with this chapter and 321—Chapter 26. DIA shall notify the program of the opportunity for the program or the tenant or the tenant's legal representative, as applicable, to appeal the report findings as they relate to the occupancy and transfer decision. In addition, DIA shall provide to the tenant or the tenant's legal representative the contact information for the tenant advocate. A copy of the final report shall also be sent to the tenant advocate.

g. For each tenant identified in the final report, if the program is in agreement with the report and the tenant or the tenant's legal representative, if applicable, disagrees with the report, the tenant or the tenant's legal representative, if applicable, may appeal the decision to DIA in accordance with 321—subrule 26.3(2).

*h.* For each tenant identified in the final report, if the tenant or the tenant's legal representative, if applicable, and the program disagree with the report, both parties may appeal the decision to DIA in accordance with 321—subrule 26.3(2).

*i.* The tenant advocate shall offer the notified tenant or tenant's legal representative, if applicable, assistance with the appeal process. The tenant or the tenant's legal representative, if applicable, is not obligated to use the services of the tenant advocate.

*j.* Any appeal filed under 321—subrule 26.3(2) shall stay any enforcement action regarding the regulatory insufficiency related to the occupancy and transfer decision and shall be heard within 30 days of receipt of the appeal.

*k.* Actions regarding any regulatory insufficiency, other than the occupancy and transfer decision, shall follow procedures as provided in Iowa Code Supplement chapter 231C, this chapter and 321—Chapter 26.

*l.* An appeal under 321—subrule 26.3(2) shall automatically extend the expiration date of the program's certification until such time as the administrative case is resolved.

*m.* In lieu of or in addition to the provisions of this subrule, the program may request a waiver from DIA within 10 working days of the receipt of the report to allow a tenant to remain in the program. DIA may grant a waiver for a period not to exceed 90 calendar days.

### **321—25.27(231C) Tenant documents.**

**25.27(1)** A file for each tenant shall be maintained at the program and shall contain:

*a.* An occupancy record including the tenant's name, birth date, and home address; identification numbers; date of occupancy; name, address and telephone number of health professional(s); diagnosis; and names, addresses and telephone numbers of family members, friends or other designated people to contact in the event of illness or an emergency;

*b.* Application forms;

*c.* Initial evaluation and updates;

*d.* Nutritional assessment as necessary;

*e.* Initial individual service plan and updates;

*f.* Signed authorizations for permission to release medical information, photos, or other media information as necessary;

*g.* Signed authorization for the tenant to receive emergency medical care if necessary;

*h.* When appropriate, medical information sheet, documentation of health professionals' order, treatment, therapy, medication and service notes;

*i.* Advance health care directives as applicable;

*j.* A complete copy of the tenant's occupancy agreement including any updates;

*k.* Written acknowledgement that the tenant or the tenant's legal representative, if applicable, has been fully informed of the tenant's rights;

*l.* A copy of guardianship, power of attorney, or conservatorship or other documentation of a legal representative as necessary.

**25.27(2)** The program records relating to a tenant shall be retained for a minimum of three years after the transfer or death of the tenant before the records are destroyed.

**25.27(3)** All records shall be protected from loss, damage and unauthorized use.

**321—25.28(231C) Service plan.**

**25.28(1)** A service plan shall be developed for each tenant based on the evaluations conducted in accordance with 25.23(1) and 25.23(2), and shall be designed to meet the specific service needs of the individual tenant.

**25.28(2)** Prior to the tenant's signing the occupancy agreement and taking occupancy, a preliminary service plan shall be developed by a health care professional or human service professional in consultation with the tenant and, at the tenant's request, with other individuals identified by the tenant, and, if applicable, with the tenant's legal representative. All persons who develop the plan and the tenant or the tenant's legal representative shall sign the plan. The service plan shall subsequently be updated at least annually and whenever changes are needed.

**25.28(3)** When a tenant needs personal care or health-related care, the service plan shall be updated within 30 days of occupancy and as needed, but not less than annually, by a multidisciplinary team that consists of no fewer than three individuals, including a health care professional and other staff appropriate to meet the needs of the tenant, in consultation with the tenant and, at the tenant's request, with other individuals identified by the tenant, and, if applicable, with the tenant's legal representative.

**25.28(4)** The service plan shall be individualized and shall indicate, at a minimum:

- a. The tenant's identified needs and the tenant's requests for assistance and expected outcomes;
- b. Any services and care to be provided pursuant to the occupancy agreement with the tenant;
- c. The service provider(s) if other than the program; and
- d. For tenants who are unable to plan their own activities, including tenants with dementia, planned and spontaneous activities based on the tenant's abilities and personal interests.

**321—25.29(231C) Medications.**

**25.29(1)** Each program shall follow a written medication policy that includes the following:

- a. Tenants shall self-administer medications unless:
  - (1) The prescription states that the tenant is not to self-administer the medication; or
  - (2) The tenant or the tenant's legal representative delegates administration of the medication to the program in the occupancy agreement or signed service plan. The program shall not prohibit a tenant from self-administering medications.
- b. Tenants shall keep their own medications in their possession unless:
  - (1) The prescription states that the medication is to be stored by the program; or
  - (2) The tenant or the tenant's legal representative, if applicable, delegates partial or complete control of medications to the program in the occupancy agreement or signed service plan.
- c. The program shall list in the tenant's record any medications to be stored or administered by the program.
- d. When partial or complete control of medication is delegated to the program by the tenant, appropriate staff may transfer medications from the original prescription containers into medication reminder boxes or medication cups in the tenant's presence.

**25.29(2)** When medications are administered or stored by the program, the following requirements shall apply:

- a. The administration of medications shall be provided by an Iowa-licensed registered nurse or advanced registered nurse practitioner registered in Iowa or the authorized agent in accordance with 655—subrule 6.2(5) and 655—subrule 6.3(1) and Iowa Code chapter 155A.
- b. The program shall document any medication the program has agreed to administer or store.
- c. Medication shall be kept in a locked place or container that is not accessible to persons other than employees responsible for the administration or storage of such medications.
- d. The medications shall be labeled and maintained in compliance with label instructions and state and federal laws.

- e.* No person other than the dispensing pharmacist shall alter a prescription label.
- f.* Each tenant's medication shall be stored in its originally received container.
- g.* When partial or complete control of medication is delegated to the program by the tenant, appropriate staff may transfer medications from the original prescription containers into medication reminder boxes or medication cups in the tenant's presence.
- h.* Each program shall follow written policies and procedures for narcotic medications in accordance with Iowa Code chapter 155A.

**321—25.30(231C) Nurse review.** A program that administers prescription medications or provides health care professional-directed or health-related care shall provide for a registered nurse to:

**25.30(1)** Monitor, at least every 90 days, or after a change in condition, each tenant receiving program-administered prescription medications for adverse reactions to program-administered medications and make appropriate interventions or referral, and ensure that the prescription medication orders are current and that the prescription medications are administered consistent with such orders; and

**25.30(2)** Ensure that health care professionals' orders for tenants receiving health care professional-directed care from the program are current; and

**25.30(3)** Assess and document the health status of each tenant, make recommendations and referrals as appropriate, and monitor progress on previous recommendations at least every 90 days or if there are changes in health status; and

**25.30(4)** Provide the program with written documentation of the activities, as set forth in 25.30(1) through 25.30(3), showing the time, date and signature.

**321—25.31(231C) Nursing assistant work credit.**

**25.31(1)** A person certified as a nursing assistant who is supervised by a licensed nurse may submit information to DIA to obtain credit toward maintaining certification for working in a program.

**25.31(2)** A program shall complete and submit to DIA a Nurse Aide Registry Application for each nursing assistant working in the program. A licensed nurse working in the program shall supervise the nursing assistant. The application may be obtained by telephone at (515)281-4077 or via the health facilities division Web site at <http://www.dia-hfd.state.ia.us/nurseaides/> under the "Resource" tab.

**25.31(3)** A program shall complete and submit to DIA an Iowa Nurse Aide Registry Quarterly Employment Report whenever a change in employment for a certified nursing assistant occurs. The report may be obtained by telephone at (515)281-4077 or via the health facilities division Web site at <http://www.dia-hfd.state.ia.us/nurseaides/> under the "Resource" tab.

**321—25.32(231C) Food service.**

**25.32(1)** The program shall provide or coordinate with other community providers to provide hot or other appropriate meal(s) at least once a day or make arrangement for the availability of meals.

**25.32(2)** Meals and snacks provided by the program but not prepared on site shall be obtained from or provided by an entity that meets the standards of state and local health laws and ordinances concerning the preparation and serving of food.

**25.32(3)** Menus shall be planned to provide the following percentage of the daily recommended dietary allowances as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences based on the number of meals provided by the program:

- a.* A minimum of 33 1/3 percent if the program provides one meal per day;
- b.* A minimum of 66 2/3 percent if the program provides two meals per day; and
- c.* One hundred percent if the program provides three meals per day.

**25.32(4)** Therapeutic diets are not required but may be provided by a program. If therapeutic diets are provided, they shall be prescribed by a physician, physician assistant, or advanced registered nurse practitioner. A current copy of the Iowa Simplified Diet Manual published by Iowa State Press shall be available and used in the planning and serving of therapeutic diets. A licensed dietitian shall be responsible for writing and approving the therapeutic menu and for reviewing procedures for preparation and service of food for therapeutic diets.

**25.32(5)** Personnel who are employed by or contracting with the program and who are responsible for preparing or serving food, or both preparing and serving food, shall have an orientation on sanitation and safe food handling prior to handling food and shall have annual in-service training on food protection. At a minimum, one person directly responsible for food preparation shall have successfully completed a state-approved food protection program.

**25.32(6)** Programs engaged in the preparation and serving of meals and snacks shall meet the standards of state and local health laws and ordinances pertaining to the preparation and serving of food, including the requirements imposed under Iowa Code chapter 137F.

### **321—25.33(231C) Staffing.**

**25.33(1)** Sufficient trained staff shall be available at all times to fully meet tenants' identified needs.

**25.33(2)** A dementia-specific assisted living program shall have one or more staff persons who monitor tenants as indicated in each tenant's service plan. The staff shall be awake and on duty 24 hours a day in the proximate area, and check on tenants as indicated in the tenants' service plans.

**25.33(3)** Each tenant shall have access to a 24-hour personal emergency response system that automatically identifies the tenant in distress and can be activated with one touch.

**25.33(4)** A program serving one or more tenants with cognitive disorder or dementia shall follow a system, a program or written staff procedures in lieu of a personal emergency response system that address how the program will respond to the emergency needs of the tenant(s).

**25.33(5)** The owner or management corporation of the program is responsible for ensuring that all personnel employed by or contracting with the program receive training appropriate to assigned tasks and target population.

**25.33(6)** Any nursing services shall be available in accordance with Iowa Code chapter 152 and 655—Chapter 6.

**25.33(7)** The program shall have training and staffing plans on file, and shall maintain documentation of training received by program personnel.

**25.33(8)** All personnel of a program shall be able to implement the program's accident, fire safety and emergency procedures.

### **321—25.34(231C) Dementia-specific education for program personnel.**

**25.34(1)** All personnel employed by or contracting with a dementia-specific program shall receive a minimum of six hours of dementia-specific education and training prior to or within 90 days of employment or the beginning date of the contract.

**25.34(2)** The dementia-specific education or training shall include, at a minimum, the following:

- a.* An explanation of Alzheimer's disease and related disorders;
- b.* The program's specialized dementia care philosophy and program;
- c.* Skills for communicating with persons with dementia;
- d.* Skills for communicating with family and friends of persons with dementia;
- e.* An explanation of family issues such as role reversal, grief and loss, guilt, relinquishing the care-giving role, and family dynamics;
- f.* The importance of planned and spontaneous activities;



- g.* Skills in providing assistance with instrumental activities of daily living;
- h.* The importance of the service plan and social history information;
- i.* Skills in working with challenging tenants;
- j.* Techniques for simplifying, cueing, and redirecting; and
- k.* Staff support and stress reduction.

**25.34(3)** All personnel employed by or contracting with a dementia-specific program shall receive a minimum of two hours of dementia-specific continuing education annually. Direct-contact personnel shall receive a minimum of six hours of dementia-specific continuing education annually.

**25.34(4)** An employee who provides documentation of completion of a dementia-specific education or training program within the past 12 months shall be exempt from the education and training requirement of subrule 25.34(1).

**321—25.35(231C) Another business or activity in an assisted living program.**

**25.35(1)** A business or activity serving persons other than tenants of a program is allowed in a designated part of the physical structure in which the program is provided, if the other business or activity meets the requirements of applicable state and federal codes, administrative rules, and federal regulations.

**25.35(2)** A business or activity conducted in the designated part of the physical structure in which the program is provided shall not interfere with the use of the program by tenants, interfere with services provided to tenants, or be disturbing to tenants.

**25.35(3)** A business or activity conducted in the designated part of the physical structure in which the program is provided shall not reduce space, services or staff available to tenants or necessary to meet the needs of the tenants.

**321—25.36(231C) Managed risk statement.** The program shall have a managed risk statement which includes the tenant's or, if applicable, the legal representative's signed acknowledgment of the shared responsibility for identifying and meeting the needs of the tenant and the process for managing risk and upholding tenant autonomy when tenant decision making may result in poor outcomes for the tenant or others.

**321—25.37(231C) Life safety—emergency policies and procedures and structural safety requirements.**

**25.37(1)** The program shall follow written emergency policies and procedures, which include the following elements:

- a.* Emergency plan (identify where located for easy reference);
- b.* Fire safety procedures;
- c.* Other general or personal emergency procedures;
- d.* Provisions for amending or revising the emergency plan;
- e.* Provisions for periodic training of all employees;
- f.* Procedures for fire drills;
- g.* Regulations about smoking;
- h.* Monitoring and testing of smoke-control systems;
- i.* Evacuation of tenants; and
- j.* Procedures for reporting and documentation.

**25.37(2)** An operating alarm system shall be connected to each exit door in a dementia-specific program. A program serving a person(s) with cognitive disorder or dementia, whether in a general or dementia-specific setting, shall have:

- a.* Written procedures regarding alarm systems and appropriate staff response when a tenant's service plan indicates a risk of wandering or a tenant exhibits wandering behavior.

b. Written procedures regarding appropriate staff response if a tenant with cognitive disorder or dementia is missing.

**25.37(3)** The program's structure and procedures and the facility in which a program is located shall meet the requirements adopted for assisted living facilities in administrative rules promulgated by the state fire marshal. Approval of the state fire marshal indicating that the facility is in compliance with these requirements is necessary for certification of a program.

**25.37(4)** The program shall have the means to control the maximum temperature of water at sources accessible by a tenant to prevent scalding, and shall do so for tenants with cognitive impairment or dementia or at a tenant's request.

**321—25.38(231C) Transportation.** When transportation services are provided directly or under contract with the program:

1. The vehicle shall be accessible and appropriate to the tenants using it, with consideration for any physical disabilities and impairments.

2. Every tenant who is being transported shall have a seat in the vehicle, except those tenants who remain in their wheelchairs.

3. Wheelchairs shall be secured when the vehicle is in motion.

4. Vehicles shall have adequate seat belts and securing devices for ambulatory and wheelchair-bound passengers.

5. During loading and unloading of a tenant, the driver shall be in the proximate area of the tenants in a vehicle.

6. The driver shall have a valid and appropriate Iowa driver's license or commercial driver's license as required by law for the vehicle being utilized for transport. The driver shall meet any state or federal requirements for licensure or certification for the vehicle operated.

7. Each vehicle shall have a first-aid kit, fire extinguisher, safety triangles and a device for two-way communication.

**321—25.39(231C) Activities.**

**25.39(1)** The program shall provide appropriate programming for each tenant. Programming shall reflect individual differences in age, health status, sensory deficits, lifestyle, ethnic and cultural beliefs, religious beliefs, values, experiences, needs, interests, abilities and skills by providing opportunities for a variety of types and levels of involvement.

**25.39(2)** Activities shall be planned to support the tenant's service plan and shall be consistent with the program statement and occupancy policies.

**25.39(3)** A written schedule of activities shall be developed at least monthly and made available to tenants and their legal representatives.

**25.39(4)** Tenants shall be given the opportunity to choose their levels of participation in all activities offered in the program.

**321—25.40(231C) Structural requirements.**

**25.40(1) General requirements.**

a. The structure of the program shall be designed and operated to meet the needs of the tenants.

b. The buildings and grounds shall be well-maintained, clean, safe and sanitary.

c. Programs shall have private dwelling units with a single-action lockable entrance door.

d. A program serving persons with cognitive impairment or dementia, whether in a general or dementia-specific setting, shall have the means to disable or remove the lock on an entrance door, and shall do so if the presence of the lock presents a danger to the health and safety of the tenant.

*e.* The structure in which a program is housed shall be built at a minimum of Type V (111) construction as given in Section 22.3.1.3.3 and Sections 6.2.1A to 6.2.2 of NFPA 101, Life Safety Code, 1994 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, Massachusetts 02169-7471, or as required in administrative rules promulgated by the state fire marshal.

*f.* Programs may have individual cooking facilities within the private dwelling units. Any program serving persons with cognitive impairment or dementia, whether in a general or dementia-specific setting, shall have the means to disable or easily remove appliances, and shall do so if the presence of cooking appliances presents a danger to the health and safety of the tenant or others.

**25.40(2)** *Programs certified prior to July 4, 2001.* Facilities for programs certified prior to July 4, 2001, shall meet the following requirements:

*a.* Each dwelling unit shall have at least one room that shall have not less than 120 square feet of floor area. Other habitable rooms shall have an area of not less than 70 square feet.

*b.* Each dwelling unit shall have not less than 190 square feet of floor area, excluding bathrooms.

*c.* A dwelling unit used for double occupancy shall have not less than 290 square feet of floor area, excluding bathrooms.

*d.* The program shall have a minimum common area of 15 square feet per tenant.

**25.40(3)** *New construction built on or after July 4, 2001.* Programs operated in new construction built on or after July 4, 2001, shall meet the following requirements:

*a.* Each dwelling unit shall have at least one room that shall have not less than 120 square feet of floor area. Other habitable rooms shall have an area of not less than 70 square feet.

*b.* Each dwelling unit used for single occupancy shall have a total square footage of not less than 240 square feet of floor area, excluding bathrooms and door swing.

*c.* A dwelling unit used for double occupancy shall have a total square footage of not less than 340 square feet of floor area, excluding bathrooms and door swing.

*d.* Each dwelling unit shall contain a bathroom, including but not limited to a toilet, sink and bathing facilities. A program serving persons with cognitive impairment or dementia, whether in a general or dementia-specific setting, shall have the means to disable or remove the sink or bathing facility water control, and shall do so if the presence of the water control presents a danger to the health and safety of the tenant.

*e.* The program shall have a minimum of 25 square feet of common space per tenant.

**25.40(4)** *Structure being converted to or rehabilitated for use for a program on or after July 4, 2001.* A program operating in a structure that was converted or rehabilitated for use for a program on or after July 4, 2001, shall meet the following requirements:

*a.* Each dwelling unit shall have at least one room that has not less than 120 square feet of floor area. Other habitable rooms shall have an area of not less than 70 square feet.

*b.* Each dwelling unit used for single occupancy shall have a total square footage of not less than 190 square feet of floor area, excluding bathrooms and door swing.

*c.* A dwelling unit used for double occupancy shall have a total square footage of not less than 290 square feet of floor area, excluding bathrooms and door swing.

*d.* The program shall have a minimum common area of 15 square feet per tenant dedicated for use by the program tenants.

*e.* Each dwelling unit shall have a bathroom, including but not limited to a toilet, sink and bathing facilities.

*f.* Each sleeping room shall have a minimum of 5.7 square feet of operable window. Waiver of this requirement may be granted by the state fire marshal or designee.

**321—25.41(231C) Dwelling units in dementia-specific programs.** Dementia-specific programs are exempt from subrules 25.40(2) to 25.40(4) as follows:

**25.41(1)** For a program built in a family or neighborhood design:

*a.* Each dwelling unit used for single occupancy shall have total square footage of not less than 150 square feet of floor area, excluding a bathroom;

*b.* Each dwelling unit used for double occupancy shall have total square footage of not less than 250 square feet of floor area, excluding a bathroom; and

*c.* The common areas shall be increased by the equivalent of the waived square footage.

**25.41(2)** Self-closing doors are not required for individual dwelling units or bathrooms.

**25.41(3)** Dementia-specific programs may choose not to provide bathing facilities in the living units.

**321—25.42(231C) Landlord and tenant Act.** Iowa Code chapter 562A, the uniform residential landlord and tenant Act, shall apply to programs under this chapter.

**321—25.43(231C) Interpretive guidelines.** The department shall develop interpretive guidelines as situations arise requiring them.

These rules are intended to implement Iowa Code Supplement chapter 231C.

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