

Senate File 250 - Introduced

SENATE FILE 250

BY JOCHUM

A BILL FOR

1 An Act relating to long-term residential living options.

2 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. Section 231C.1, subsection 2, paragraph b, Code
2 2011, is amended to read as follows:

3 b. To establish standards for assisted living programs that
4 allow flexibility in design which promotes a social model of
5 service delivery by focusing on independence, individual needs
6 and desires, and consumer-driven quality of service, and that
7 provide consumer protections to ensure program transparency,
8 oversight, and accountability.

9 Sec. 2. Section 231C.1, subsection 3, Code 2011, is amended
10 to read as follows:

11 3. It is the intent of the general assembly that the
12 department promote a social model for assisted living programs,
13 provide consistent standards and oversight to ensure protection
14 of consumers, and utilize a consultative process to assist with
15 compliance by assisted living programs.

16 Sec. 3. Section 231C.2, subsection 2, Code 2011, is amended
17 to read as follows:

18 2. a. "Assisted living" means the provision of a social
19 model of housing with services to three or more tenants in
20 which may:

21 (1) The services offered include ~~but are not limited to,~~ at
22 a minimum, health-related care, ~~or~~ personal care, ~~or both,~~ and
23 may include assistance with instrumental activities of daily
24 living ~~to three or more tenants.~~ However, "assisted living"
25 does not include the provision of housing and assistance with
26 instrumental activities of daily living unless personal care or
27 health-related care is also offered.

28 (2) The housing is provided in a physical structure which
29 ~~provides~~ offers a homelike environment that balances individual
30 privacy with the benefits of social interaction.

31 (3) The social model provides an environment that supports
32 each tenant in maximizing the tenant's highest practicable
33 level of well-being through individualized, stimulating, and
34 purposeful activities; connections to and interaction with the
35 outside community; and other interventions that assist a tenant

1 in maintaining optimal independence while delaying further
2 decline from any existing medical, cognitive, or functional
3 condition.

4 b. "Assisted living" also includes encouragement of family
5 involvement, tenant self-direction, and tenant participation
6 in decisions that emphasize choice, dignity, privacy,
7 individuality, ~~shared risk,~~ and independence, commensurate
8 with the tenant's medical, cognitive, and functional status.
9 ~~"Assisted living" includes the provision of housing and~~
10 ~~assistance with instrumental activities of daily living only if~~
11 ~~personal care or health-related care is also included.~~

12 c. "Assisted living" includes twenty-four hours per day
13 response staff to meet a tenant's scheduled and unscheduled or
14 unpredictable needs, commensurate with the tenant's medical,
15 cognitive, and functional status, in a manner that promotes
16 maximum dignity and independence and provides supervision,
17 safety, and security.

18 d. "Assisted living" includes any entity that meets the
19 definition of assisted living under this subsection, whether
20 or not the entity represents the entity to the public as an
21 assisted living program or as a certified assisted living
22 program, including an entity that decertifies a program
23 but continues to provide housing and continues to be or
24 subsequently becomes the sole provider of assistance with
25 instrumental activities of daily living, personal care, or
26 health-related care, by whatever means employed or contracted,
27 including through a subsidiary, parent, or related corporation.

28 Sec. 4. Section 231C.2, Code 2011, is amended by adding the
29 following new subsection:

30 NEW SUBSECTION. 2A. "Assisted living program" or "program"
31 means an entity that provides assisted living.

32 Sec. 5. Section 231C.3, subsection 1, paragraphs a and c,
33 Code 2011, are amended to read as follows:

34 a. Provisions to ensure, to the greatest extent possible,
35 the health, safety, and well-being and appropriate treatment

1 of tenants. The rules shall establish quality and level of
2 care criteria and standards to ensure adequate and appropriate
3 care for tenants and consistent application of the criteria
4 and standards by programs. The criteria and standards shall
5 specify the types and levels of care that are required and
6 shall identify the specific medical, cognitive, and functional
7 needs of a tenant that are beyond the capacity of an assisted
8 living program level of care.

9 c. Standards for ~~tenant~~ initial and ongoing evaluation or
10 assessment, of and service plans, ~~which may vary in accordance~~
11 with for tenants. The service plan shall specify the nature of
12 the services to be provided or to meet the individual needs of
13 the tenant as determined by the evaluation and assessment of
14 the medical, cognitive, and functional status of the tenant.
15 ~~When a tenant needs personal care or health-related care, the A~~
16 preliminary service plan shall be developed prior to a tenant's
17 occupancy and updated within thirty days of occupancy and as
18 ~~needed with necessitated by~~ significant change, but not less
19 than annually.

20 Sec. 6. Section 231C.3, subsection 1, Code 2011, is amended
21 by adding the following new paragraphs:

22 NEW PARAGRAPH. e. (1) A uniform consumer disclosure
23 statement. The purpose of the uniform consumer disclosure
24 statement is to empower consumers, through a uniform
25 description of the policies, environments, staffing, and
26 services of assisted living programs, to effectively compare
27 programs.

28 (2) The rules shall require that, at a minimum, the uniform
29 consumer disclosure statement provide all of the following
30 information: contact information for the program; the sources
31 of payment accepted; the types and level of care and services
32 provided by the program and specific criteria including
33 conditions that prohibit occupancy; the services provided
34 including but not limited to assistance with instrumental
35 activities of daily living, health-related care, personal

1 care, environmental and social aspects of the program, dietary
2 services, medication-related services, and specialized care
3 or services; privacy options for dwelling units; the specific
4 criteria for discharge or transfer; staffing patterns and staff
5 qualifications and training requirements; and information about
6 tenants' rights.

7 (3) The rules shall require an assisted living program
8 to provide the disclosure statement to the department, to a
9 consumer upon request, and to a prospective tenant prior to
10 execution of an occupancy agreement.

11 (4) The rules shall require that any marketing materials
12 accurately reflect the information provided in the uniform
13 consumer disclosure statement.

14 NEW PARAGRAPH. *f.* Staffing requirements including but
15 not limited to staff qualifications such as appropriate
16 professional licensure, education, skills, training, and
17 experience; requirements for and sources of initial and
18 continuing staff training; minimum age requirements for direct
19 care staff; and requirements to provide sufficient direct care
20 staff in number and qualifications to support each tenant's
21 needs as identified in the tenant's evaluation, occupancy
22 agreement, and service plan and to meet the twenty-four-hour
23 scheduled and unscheduled or unpredictable needs of all
24 tenants. The staffing requirements shall also provide that
25 direct care staff shall be trained or certified, as applicable
26 to the skill, in emergency procedures, basic first aid,
27 cardiopulmonary resuscitation, and the Heimlich maneuver.

28 NEW PARAGRAPH. *g.* Prohibition of guarantor agreements.

29 NEW PARAGRAPH. *h.* Prohibition of transfer, involuntary
30 transfer, or termination of tenancy based solely on source of
31 payment, if the program accepts third-party payment.

32 NEW PARAGRAPH. *i.* Requirements regarding fees, costs, and
33 charges, which shall require that fees, costs, and charges be
34 reasonable; that periodic or annual automatic increases are
35 prohibited; and that prior to any increase in fees, costs,

1 or charges the program must provide notice and specific,
2 documented justification for the increase to the tenant.

3 Sec. 7. Section 231C.3, subsection 3, Code 2011, is amended
4 to read as follows:

5 3. a. The owner or manager of a certified assisted living
6 program shall comply with the rules adopted by the department
7 for an assisted living program.

8 b. A person, including a governmental unit, that meets
9 the definition of assisted living pursuant to section 231C.2
10 shall be considered an assisted living program whether or not
11 the person represents the person to the public as an assisted
12 living program or as a certified assisted living program, and
13 shall not operate in this state unless and until the assisted
14 living program is certified pursuant to this chapter.

15 c. A person, including a governmental unit, shall not
16 represent an assisted living program to the public as an
17 assisted living program or as a certified assisted living
18 program unless and until the program is certified pursuant to
19 this chapter.

20 Sec. 8. Section 231C.3, subsection 4, paragraph a, Code
21 2011, is amended to read as follows:

22 a. Services provided by a certified assisted living program
23 to an individual tenant as specified in the occupancy agreement
24 and service plan may be provided directly by staff of the
25 assisted living program, or by individuals contracting with the
26 assisted living program to provide services, or by individuals
27 employed by the. A tenant or with whom the tenant contracts
28 may employ or contract with individuals to provide services
29 not specified in the occupancy agreement or service plan if
30 the services provided do not result in the tenant exceeding
31 occupancy criteria, the provision of services does not affect
32 the health or safety of other tenants, and the tenant agrees
33 to assume the responsibility and risk of the employment or the
34 contractual relationship.

35 Sec. 9. Section 231C.5, Code 2011, is amended to read as

1 follows:

2 **231C.5 Written occupancy agreement required.**

3 1. a. An assisted living program shall not operate in this
4 state unless a written occupancy agreement, as prescribed in
5 subsection 2, is executed between the assisted living program
6 and each tenant or the tenant's legal representative, prior
7 to the tenant's occupancy, and unless the assisted living
8 program operates in accordance with the terms of the occupancy
9 agreement.

10 b. The assisted living program shall deliver to the
11 tenant or the tenant's legal representative a complete copy
12 of the occupancy agreement and all supporting documents and
13 attachments and shall deliver, at least thirty days prior
14 to any changes, a written copy of changes to the occupancy
15 agreement if any changes to the copy originally delivered are
16 subsequently made.

17 2. An assisted living program occupancy agreement shall
18 clearly describe the rights and responsibilities of the tenant
19 and the program. The occupancy agreement shall also include
20 but is not limited to inclusion of all of the following
21 information in the body of the agreement or in the supporting
22 documents and attachments:

23 a. A description of all fees, charges, and rates describing
24 tenancy and basic services covered, and any additional and
25 optional services and their related costs. The occupancy
26 agreement shall also include the circumstances under which
27 fees, charges, or rates are subject to change, and the process
28 by which such changes are made including but not limited to
29 provision of timely notice and documented justification of any
30 such change to the tenants.

31 b. (1) A statement regarding the impact of the fee
32 structure on third-party payments, and whether third-party
33 payments and resources are accepted by the assisted living
34 program.

35 (2) The occupancy agreement shall specifically include a

1 statement regarding each of the following:

2 (a) Whether the program requires disclosure of a tenant's
3 personal financial information for occupancy or continued
4 occupancy.

5 (b) Whether the program requires private payment for a
6 specified period of time as a prerequisite to acceptance of
7 third-party payment, and the time period so required, if any.
8 Specifically, the occupancy agreement shall include a statement
9 regarding whether the program accepts medical assistance as a
10 payment source for new tenants or existing tenants.

11 (c) The program's policy regarding retention, transfer,
12 or involuntary transfer of a tenant following exhaustion of
13 private resources. Specifically, the occupancy agreement shall
14 include a statement regarding whether a tenant who exhausts
15 private resources is permitted to continue tenancy with medical
16 assistance as a source of payment.

17 (d) The policy of the program regarding continuation of the
18 tenancy of an individual for whom a third party is responsible
19 for payment, if the program withdraws from participation in a
20 third-party payment program or is otherwise no longer eligible
21 for payment through the third party.

22 (e) Contact information for governmental agencies to assist
23 tenants in accessing third-party payment sources.

24 (f) That if the program accepts third-party payment,
25 the program is prohibited from transferring, involuntarily
26 transferring, or otherwise terminating tenancy based solely on
27 the tenant's source of payment.

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

29 *d.* Identification of the party responsible for payment of
30 fees and identification of the tenant's legal representative,
31 if any. The occupancy agreement shall include a statement that
32 the program is prohibited from utilizing guarantor agreements.

33 *e.* The term of the occupancy agreement.

34 *f.* A statement that the assisted living program shall notify
35 the tenant or the tenant's legal representative, as applicable,

1 in writing at least thirty days prior to any change being made
2 in the occupancy agreement with the following exceptions:

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

7 (2) When an emergency or a significant change in the
8 tenant's condition results in the need for ~~the provision of~~
9 services that exceed the type or level of services ~~included~~
10 ~~in the occupancy agreement and the necessary services cannot~~
11 ~~be safely provided by the assisted living program which the~~
12 program is certified to provide by law and as specified in the
13 uniform consumer disclosure statement.

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

17 h. Occupancy, involuntary transfer, and transfer criteria
18 and procedures, which ensure a safe and orderly transfer.
19 The occupancy agreement shall specifically state the type
20 and level of services the program can safely provide and the
21 specific medical, cognitive, or functional conditions that, by
22 law, prohibit initial occupancy or may necessitate subsequent
23 transfer or involuntary transfer.

24 i. The internal appeals process provided relative to an
25 involuntary transfer.

26 j. The program's policies and procedures for addressing
27 grievances between the assisted living program and the tenants,
28 including grievances relating to transfer and occupancy.

29 k. A statement of the prohibition against retaliation as
30 prescribed in section 231C.13.

31 l. The emergency response policy.

32 m. (1) Staff qualifications including but not limited
33 to professional licensure, education, skills, training,
34 and experience; requirements for and sources of initial and
35 continuing staff training; and the staffing plan to provide

1 direct care staff sufficient in number and qualifications
2 to meet the twenty-four-hour scheduled and unscheduled or
3 unpredictable needs of the tenants and, specifically, to
4 support the needs of each tenant as identified in the tenant's
5 evaluation and service plan.

6 ~~m.~~ (2) The staffing policy ~~which specifies~~ shall specify if
7 nurse delegation will be used, and how staffing will be adapted
8 to meet changing tenant needs.

9 (3) The staffing policy shall specify that all direct
10 care staff are trained or certified, as applicable to the
11 specific skill, in emergency procedures, basic first aid,
12 cardiopulmonary resuscitation, and the Heimlich maneuver.

13 n. (1) A description of the specific services and
14 programming to be provided to meet the individualized needs of
15 the tenant as determined through the tenant's evaluation or
16 assessment and to be included in the tenant's service plan.

17 (2) The statement of services shall address, at a minimum,
18 the areas of instrumental activities of daily living, personal
19 care, and health-related care to be provided to a tenant.

20 (3) The statement of programming shall inform the tenant of
21 the individualized and group activities to be provided; whether
22 the program has a qualified staff person devoted solely to
23 activities; and that the program is required to provide a daily
24 program of planned and spontaneous activities that are based
25 upon a tenant's abilities and personal interests.

26 ~~n.~~ (4) In dementia-specific assisted living programs, a
27 description of the services and programming provided to meet
28 the life skills and social activities of tenants.

29 o. The refund policy.

30 p. A statement regarding billing and payment procedures.

31 3. Occupancy agreements and related documents executed
32 by each tenant or the tenant's legal representative shall be
33 maintained by the assisted living program in program files
34 from the date of execution until three years from the date
35 the occupancy agreement is terminated. A copy of the most

1 current occupancy agreement shall be provided to members of the
2 general public, upon request. Occupancy agreements and related
3 documents shall be made available for on-site inspection to the
4 department upon request and at reasonable times.

5 Sec. 10. NEW SECTION. 231C.11A Voluntary cessation of
6 program operations — decertification.

7 1. The department shall adopt rules regarding the voluntary
8 cessation of program operations of an assisted living
9 program, including decertification. The rules shall address
10 notification of the tenants, tenant legal representatives, the
11 department, and the tenant advocate at least ninety days prior
12 to the anticipated date of cessation of program operations; the
13 requirements for the safe and orderly transfer or transition of
14 all tenants; and monitoring of the program during the process
15 and after cessation of program operations.

16 2. Within seven days following provision of notice of
17 cessation of program operations, the assisted living program
18 shall hold a meeting and invite all tenants, tenant legal
19 representatives, families of tenants, representatives of the
20 department, and the tenant advocate to discuss the pending
21 cessation of the program and to answer any questions. The
22 department and the tenant advocate shall have access to attend
23 the meeting and provide information to the tenants regarding
24 their legal rights.

25 3. The tenant advocate shall monitor the decertification
26 process and shall undertake any investigations necessary to
27 ensure that the rights of tenants are protected during the
28 process and after cessation of program operations. The tenant
29 advocate shall assist tenants during the transition, including
30 assisting tenants in finding necessary and appropriate service
31 providers if the assisted living program is unable to provide
32 such necessary and appropriate services during the transition
33 period. Under such circumstances, the assisted living program
34 shall cooperate with the tenant advocate by providing contact
35 information for service providers within a thirty-mile radius

1 of the program.

2 4. The rules shall also require the escrowing of sufficient
3 funds by the assisted living program to cover the cost of
4 housing and services during the tenant's period of transition
5 and during the individual's tenancy in a subsequent certified
6 assisted living program, if the assisted living program
7 confirmed in the occupancy agreement or other instrument
8 acceptance of third-party payment or that the program would
9 not discharge a tenant based on source of payment. Such
10 payments shall be made during the transition period and
11 subsequent tenancy until such time as the tenant is eligible
12 for third-party payment as specified by the subsequent assisted
13 living program.

14 5. Following cessation of program operations and
15 decertification, the department shall retain authority to
16 monitor the decertified program to ensure that the entity does
17 not continue to act as an uncertified assisted living program
18 or other unlicensed, uncertified, or unregistered entity
19 otherwise regulated by the state following decertification.
20 If a decertified assisted living program continues to or
21 subsequently acts in a manner that meets the definition of
22 assisted living pursuant to section 231C.2, the decertified
23 program is subject to the criminal penalties and injunctive
24 relief provisions of section 231C.15, and any other penalties
25 applicable by law.

26 Sec. 11. Section 231C.17, subsections 2 and 3, Code 2011,
27 are amended to read as follows:

28 2. This chapter shall not be construed to require that a
29 facility licensed as a different type of facility also comply
30 with the requirements of this chapter, unless the facility
31 is represented to the public as a certified assisted living
32 program, or unless the facility meets the definition of
33 assisted living pursuant to section 231C.2 and the different
34 type of facility for which the facility is licensed provides a
35 less intensive type and level of services and housing.

1 3. A certified assisted living program that complies with
2 the requirements of this chapter shall not be required to be
3 licensed or certified as a different type of facility, unless
4 the facility is represented to the public as another type of
5 facility, or unless the facility meets the definition of the
6 different type of facility and the different type of facility
7 provides a more intensive type and level of services and
8 housing.

9 Sec. 12. RESIDENTIAL CARE CONTINUUM FOR OLDER INDIVIDUALS
10 — REVIEW AND RECOMMENDATIONS.

11 1. The office of the long-term care resident's advocate,
12 in cooperation with the university of Iowa center on aging,
13 shall undertake an independent review of the residential care
14 continuum for older individuals, as defined in section 231.4,
15 in the state. The review shall address the specific role of
16 assisted living in the continuum and shall also address the
17 overall design of the current and necessary future residential
18 care continuum for older individuals.

19 2. The independent review shall examine the entire
20 residential care continuum for older individuals, specifically
21 including independent living, assisted living, and nursing
22 facilities. The purposes of the review shall include all of
23 the following:

24 a. To determine the demographics and profile of the current
25 population of older individuals residing in residential care
26 in the state.

27 b. To determine the current composition of the residential
28 care continuum available for older individuals including but
29 not limited to the spectrum of living arrangements, level of
30 care criteria, services, staffing requirements, and degree of
31 regulation.

32 c. To determine if adequate consumer protections exist for
33 older individuals as they move through the residential care
34 continuum, and to make recommendations to improve protections
35 for consumers.

1 d. To determine if the residential care continuum as
2 currently designed will meet the needs of older individuals of
3 all income levels in the future, and to make recommendations
4 for necessary changes to achieve the appropriate continuum.
5 The recommendations shall address the balance between providing
6 the option for older individuals to age in place and the
7 obligation of residential care providers to provide the
8 necessary and appropriate environment, services, and staffing
9 at each level of care. The recommendations shall also include
10 but are not limited to the purpose and targeted population
11 of and the services and support that can appropriately be
12 provided by each residential care option in the continuum; a
13 determination of the specific standards and criteria to provide
14 a consistent means of determining the point of transition
15 between each level of care; specific standards and requirements
16 for direct care and other staff qualifications, education, and
17 training for each level of care; physical environment standards
18 and requirements including fire and safety provisions; and
19 standards for social and functional interventions to assist
20 older individuals in maintaining optimal independence while
21 preventing deterioration from any existing medical, cognitive,
22 or functional conditions.

23 e. To make recommendations for providing affordable
24 residential care options to all older individuals.

25 f. To make recommendations for the broader residential care
26 continuum by addressing the needs of other populations beyond
27 older individuals, including but not limited to persons with
28 neurodegenerative diseases.

29 g. To determine a means of aligning residential care
30 capacity with the location and needs of consumers. The
31 determination shall specifically consider whether assisted
32 living programs should be subject to certificate of need
33 requirements in order to facilitate alignment and ensure that
34 residential care options are available in all geographic areas
35 of the state and to consumers at all income levels.

1 h. To determine financial and other incentives to promote
2 the necessary residential care continuum.

3 3. In undertaking the review, the office of the long-term
4 care resident's advocate, in cooperation with the university
5 of Iowa center on aging, shall solicit input from consumers
6 and consumer advocates, residential care providers, health
7 care professionals and other residential care staff, and other
8 entities involved in the care and support of older individuals.

9 4. The office of the long-term care resident's advocate and
10 the university of Iowa center on aging shall submit a report of
11 the independent review to the governor and the general assembly
12 no later than January 16, 2012.

13 EXPLANATION

14 This bill relates to long-term residential living options.
15 The bill addresses provisions relating to assisted living
16 including the purposes of and intent behind assisted living,
17 the definition of assisted living, and rules relating to
18 assisted living. The bill includes in the purposes of assisted
19 living standards, the provision of consumer protections to
20 ensure program transparency, oversight, and accountability.
21 The bill also includes in the intent for assisted living
22 to provide consistent standards and oversight to ensure
23 protection of consumers. The bill amends the definition of
24 "assisted living" to provide that the encouragement of tenant
25 independence and choice shall be commensurate with the tenant's
26 medical, cognitive, and functional status and to provide that
27 assisted living includes services that at a minimum include
28 either health-related care or personal care, or both, but that
29 assisted living does not include the provision of housing and
30 assistance with instrumental activities of daily living unless
31 personal care or health-related care is also offered.

32 The bill also provides that the definition of "assisted
33 living" includes any entity that meets the definition of
34 assisted living whether or not the entity represents itself
35 to the public as an assisted living program or as a certified

1 assisted living program, including an entity that decertifies a
2 program but continues to provide housing and continues to be
3 or subsequently becomes the sole provider of assistance with
4 instrumental activities of daily living, personal care, or
5 health-related care, by whatever means employed or contracted,
6 including through a subsidiary, parent, or related corporation.

7 The bill directs that assisted living rules are to establish
8 quality and level of care criteria and standards to ensure
9 adequate and appropriate care for tenants and consistent
10 application by assisted living programs; establish standards
11 for evaluation and assessment of tenants and for service plans
12 to meet the individual needs of the tenant; provide for a
13 uniform consumer disclosure statement to empower consumers
14 in effectively comparing programs; staffing requirements;
15 the prohibition of guarantor agreements; the prohibition of
16 transfer, involuntary transfer, or termination of tenancy
17 based solely on the source of payment if the program accepts
18 third-party payment; and requirements regarding notice and
19 information required to be provided applicable to fees, costs,
20 and charges.

21 The bill provides that if a person meets the definition
22 of assisted living, whether or not the person represents
23 the person to the public as an assisted living program or a
24 certified assisted living program, the person is considered an
25 assisted living program and is prohibited from operating in the
26 state unless and until it is certified.

27 The bill also provides that services provided by a certified
28 assisted living program to individual tenants as specified
29 in an occupancy agreement and service plan may be provided
30 directly by staff of the program or by individuals contracting
31 with the program. Additionally, a tenant may employ or
32 contract for services not included in the occupancy agreement
33 and service plan if the services do not result in the tenant
34 exceeding occupancy criteria, the provision of services does
35 not affect the health or safety of other tenants, and the

1 tenant assumes the responsibility and risk of the contractual
2 relationship.

3 The bill specifies information to be included in an
4 occupancy agreement including information relating to fees,
5 charges, and rates; third-party payment; that guarantor
6 agreements are prohibited; specific information regarding
7 occupancy and transfer criteria; and staffing-related
8 information.

9 The bill provides a procedure for voluntary cessation of a
10 program and requires as part of the procedure that the program
11 escrow sufficient funds to assist tenants in the transition to
12 subsequent housing and services.

13 The bill provides for an independent review of the
14 residential care continuum for older individuals and specifies
15 the purposes of the review. The review is to be undertaken
16 by the office of the long-term care resident's advocate in
17 cooperation with the university of Iowa center on aging, with a
18 final report to be submitted to the governor and the general
19 assembly by January 16, 2012.