

Health Regulation & Licensing Administration

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: HSA-0003	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED 09/17/2021
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NAME OF PROVIDER OR SUPPLIER FAMILY AND NURSING CARE SELECT	STREET ADDRESS, CITY, STATE, ZIP CODE 4901 CONNECTICUT AVENUE NW WASHINGTON, DC 20008
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R 000	<p>9900 General Provisions</p> <p>An unannounced licensure survey was conducted virtually on 09/13/2021, through 09/17/2021, to determine compliance with the Home Support Agency Regulations, Title 22B DCMR, Chapter 99. The Home Support Agency provided care for 94 clients and employed 187 personnel, including professional and administrative staff. A random sample of 10 active client records and 20 personnel records was selected for review. The findings of the survey were based on client and administrative record reviews, the agency's response to complaints and incidents received, and five client and staff interviews.</p> <p>Listed below are abbreviations used throughout the body of this report:</p> <p>DON - Director of Nursing HHA - Home Health Aide HSA - Home Support Agency</p>	R 000	Please begin typing your responses here:	
R 180	<p>9911.1a4 Client Service Agreement</p> <p>(4) Conditions for discharge and appeal; Based on record review and interview, it was determined that the agency's client service agreement failed provide accuracy in the conditions for discharge and appeal in ten of ten service agreements reviewed (Clients #1, #2, #3, #4, #5, #6, #7, #8, #9 and #10).</p> <p>Findings included:</p> <p>1. On 09/13/2021 at 10:30 AM, a review of Client #1's record showed a service agreement that was signed on 10/06/2020 by the client's representative. Continued review of the agreement failed to show evidence of conditions</p>	R 180	<p>• What corrective action(s) will be accomplished to address the identified deficient practice?</p> <p>There are two parts to this deficiency: 1. That the client service agreement failed to provide accuracy in the conditions for discharge.</p> <p>We believe that our Client Service Agreement adequately includes information about the conditions for discharge. Our Client Service Agreement, which was approved by DC Health during our provisional licensure process, states:</p>	

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LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

Mindy Kuss, General Counsel

TITLE

(X6) DATE

10-9-21

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R 180	<p>Continued From page 1</p> <p>for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia.</p> <p>2. On 09/14/2021 at 11:30 AM, a review of Client #2's record showed a service agreement that was signed on 11/04/2020 by the client's representative. Continued review of the agreement failed to show evidence of conditions for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia.</p> <p>3. On 09/14/2021 at 1:00 PM, a review of Client #3's record showed a service agreement that was signed on 02/05/2021 by the client's representative. Continued review of the agreement failed to show evidence of conditions for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia.</p>	R 180	<p>Continued from page 1</p> <p>"Termination of Services:</p> <ul style="list-style-type: none"> • By Client/Authorized Agent: Services may be terminated by client/authorized agent at any time by giving written or verbal notice to Family & Nursing Care Select. • By Family & Nursing Care Select: Family & Nursing Care Select may, within its discretion, terminate services to a client. Termination of Services due to a medical or social emergency, when a physician has ordered the client to be admitted to an in-patient facility, to protect the health, safety, or welfare of our staff, or the termination of services by the client/authorized agent may be given verbally. If the termination of services is for any other reason, the agency will give the client/authorized agent written notice at least seven (7) days before the discharge." <p>2. That the client service agreement failed to provide accuracy in the conditions for appeal.</p> <p>We will add the following language to the Termination of Service clause in our Client Service Agreement: "Clients may appeal a decision to terminate by contacting the Vice President of Client Services in writing within 7 days of date of discharge."</p>	10/22/21
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R 180	<p>Continued From page 2</p> <p>4. On 09/14/2021 at 1:30 PM, a review of Client #4's record showed a service agreement that was signed on 10/07/2020 by the client's representative. Continued review of the agreement failed to show evidence of conditions for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia.</p> <p>5. On 09/14/2021 at 2:00 PM, a review of Client #5's record showed a service agreement that was signed on 01/04/2021 by the client's representative. Continued review of the agreement failed to show evidence of conditions for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia.</p> <p>6. On 09/14/2021 at 10:10 AM, a review of Client #6's record showed a service agreement that was signed on 01/29/2021 by the client's representative. Continued review of the agreement failed to show evidence of conditions for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute</p>	R 180	<p>Continuation from page 2</p> <p>• What measures will be put into place or what systemic changes you will make to ensure that the deficient practice does not recur?</p> <p>Add the above-referenced language to our Client Service Agreement.</p> <p>How the corrective action(s) will be monitored to ensure the deficient practice will not recur, i.e., what quality assurance program will be implemented.</p> <p>Since the above-referenced language will be added to our Client Service Agreement, there will be no need for monitoring.</p>	
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R 180	<p>Continued From page 3</p> <p>arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia.</p> <p>7. On 09/14/2021 at 2:45 PM, a review of Client #7's record showed a service agreement that was signed on 05/05/2020 by the client's representative. Continued review of the agreement failed to show evidence of conditions for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia.</p> <p>8. On 09/15/2021 at 8:55 AM, a review of Client #8's record showed a service agreement that was signed on 06/25/2021 by the client's representative. Continued review of the agreement failed to show evidence of conditions for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia.</p> <p>9. On 09/15/2021 at 10:15 AM, a review of Client #9's record showed a service agreement that was signed on 07/14/2021 by the client's representative. Continued review of the agreement failed to show evidence of conditions</p>	R 180		
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R 180	Continued From page 4 for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia. 10. On 09/15/2021 at 11:00 AM, a review of Client #10's record showed a service agreement that was signed on 04/16/2021 by the client's representative. Continued review of the agreement failed to show evidence of conditions for discharge and appeal. It must be noted that within number 16 in the service agreement under the title "Miscellaneous" it states, "This Agreement shall be construed pursuant to the laws of the State of Maryland and any dispute arising therefrom shall be litigated in the State courts of Montgomery County, Maryland." The appeal process is governed by the laws of the District of Columbia. On 09/17/2021 at 3:30 PM, the Vice-President for client services acknowledged the findings.	R 180		
R 204	9913.2 Client Service Plan 9913.2 A registered nurse shall develop a service plan on admission based upon the initial assessment of the client and in accordance with Section 9917.4. Based on record review and staff interview, the Home Support Agency (HSA) failed to ensure the registered nurse assessed the patient's functional limitations and activity level in the development of service plans for five of ten clients sampled	R 204	What corrective action(s) will be accomplished to address the identified deficient practice and by when? A training will be held by the Director of Nursing (DON) on October 14, 2021, for all FT and PRN nurses to review how to properly complete the assessment forms. The DON will also create a training document regarding how to complete the assessment and provide this handout at	10/14/21

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R 204	<p>Continued From page 5 (Client #3, #4, #5, #6 and #8).</p> <p>Findings included:</p> <p>1. On 09/14/2021 at 1:00 PM, a review of Client #3's record showed a document titled "Medical History/Physical/Functional Assessment" used by the registered nurse to assess the patient's needs to create a patient-centered service plan. Within the document, the registered nurse documented that the client required assistance with activities of daily living and instrumental activities of daily living. Further review of the document showed two sections titled "Functional Limitations" and "Activity Level" that were left blank. It should be noted that the client was receiving HHA service 12 to 24 hours on the weekends from 06/13/2021 through 08/08/2021. Additionally, the registered nurse failed to direct the Home Health Aide (HHA) in ensuring client safety by failing to identify the client's functional limitations and activity level.</p> <p>2. On 09/14/2021 at 1:30 PM, a review of Client #4's record showed a document titled "Medical History/Physical/Functional Assessment" used by the registered nurse to assess the patient's needs to create a patient-centered service plan. Within the document, the registered nurse documented that the client required assistance with activities of daily living and instrumental activities of daily living. Further review of the document showed a section titled "Functional Limitations" that was left blank. It should be noted that the client was receiving HHA service 12 hours a day, seven days a week from 07/01/2021 through 08/31/2021. Additionally, the registered nurse failed to direct the Home Health Aide (HHA) in ensuring client safety by failing to identify the client's functional limitations of the client.</p>	R 204	<p>Continued from page 5</p> <p><i>the training. Additionally, all newly-hired nurses will receive this training and hand-out as part of their on-boarding.</i></p> <p>What measures will be put into place or what systemic changes you will make to ensure that the deficient practice does not recur</p> <p><i>All assessments conducted during each week will be reviewed by DON weekly. If an assessment has not been completed correctly, the assessments will be sent back to the Documenting RN to be corrected and returned to the DON. After 6 months, if 100% of assessments are completed properly, audits will move to a monthly schedule.</i></p> <p>How the corrective action(s) will be monitored to ensure the deficient practice will not recur, i.e., what quality assurance program will be implemented.</p> <p><i>DON will report to Client Services Dept. at the beginning of each month with the 1) number of completed assessments done the previous month, 2) how many of those needed to be returned to Documenting RN as incomplete, 3) how many still have to be completed and returned by the Documenting RN, and 4) the list of any assessments from the previous month that still need to be completed and returned by the Documenting RN. If incomplete assessments continue to be submitted, further training will be provided.</i></p>	
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