STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTIONS	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
		A. BUILDING B. WING	11/27/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
SWEET GALILEE AT THE WIGWAM	1315 JOHN STREET, ANDERSON, , 46016

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES...	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION...	(X5) COMPLETION DATE
R 0000	INITIAL COMMENTS This visit was for the Investigation of Complaints IN00445789, IN00447154, and IN00445885. Complaint IN00445789 - State deficiencies related to the allegations are cited at R0270 and R0273. Complaint IN00447154 - State deficiencies related to the allegations are cited at R0148 and R0149. Complaint IN00445885 - State deficiencies related to the allegations are cited at R0149. Survey dates: November 26 and 27, 2024 Facility number: 014706 Residential Census: 94 These State Residential Findings are cited in accordance with 410 IAC 16.2-5. Quality review completed	R 0000		

	December 5, 2024.			
R 0148	Sanitation and Safety Standards - Deficiency 410 IAC 16.2-5-1.5(e)(1-4) (e) The facility shall maintain buildings, grounds, and equipment in a clean condition, in good repair, and free of hazards that may adversely affect the health and welfare of the residents or the public as follows: (1) Each facility shall establish and implement a written program for maintenance to ensure the continued upkeep of the facility. (2) The electrical system, including appliances, cords, switches, alternate power sources, fire alarm and detection systems, shall be maintained to guarantee safe functioning and compliance with state electrical codes. (3) All plumbing shall function properly and comply with state plumbing codes. (4) At least yearly, heating and ventilating systems shall be inspected. Based on observation and interview, the facility failed to ensure residents were free from potential safety hazards related to smoking within the facility. (Resident H and Resident T) Findings include:	R 0148	Residents had no negative effects for the alleged deficiency. The deficiency has the potential to affect all residents. The Executive Director held a town hall meeting on December 18, 2024, with residents and staff to discuss the no-smoking policy, which states that smoking is prohibited in apartments and all other areas inside the community. Smoking is permitted only outside in the designated smoking area. A copy of the no-smoking policy was given to all residents present, and hand delivered to all residents who were not in attendance. The Anderson Fire Department will be providing fire safety training for residents and staff, which will include a discussion on how smoking inside the community affects the health, safety, and wellbeing of all. All staff will be in-serviced on how to recognize and immediately report, to the Executive	01/07/2025

	During an interview on 11/26/24 at 1:55 p.m., the Director of Nursing (DON) indicated some residents continued to smoke marijuana in their apartments and were given a 30-day notice. Two residents had been identified and received memos instructing them to stop using marijuana in their apartments. During an observation of the 4th floor, on 11/26/24, at 1:14 p.m., there was an odor of marijuana in the hallway near Resident H's room; the odor was detectable throughout the entire 4th floor. During an interview with Resident R on 11/26/24, at 11:12 a.m., she indicated marijuana and cigarette smoke could be smelled on the 4th floor on a daily basis. Her family had reported the smell to the DON and the Administrator on more than one occasion. Resident Council Agenda/Meeting notes from 6/6/24 at 2:05 p.m., reviewed on 11/26/24 at 11:30 a.m., indicated "There will not be any smoking in the building. No drugs in the building, and if you are caught, you will be asked to leave." The DON indicated on 11/27/24 at 11:23 a.m., the memo was given to both Resident H and Resident T on 10/14/24. The topic of the memo was		Director, any suspicion of residents smoking in the residence. The Executive Director/Designee will thoroughly investigate each report, and any residents confirmed to be smoking will be given a letter explaining the violation of their lease agreement, and the smoking policy, which in turn can result in a 30-day notice of discharge due to continued violations. Residents' medical records will be updated accordingly. Audits will be conducted for signs of smoking within the community. These audits will be conducted weekly, times 4 weeks, monthly times 3 months. Any variances identified will be immediately reported to the Executive Director for investigation. The Executive Director is responsible for the continued compliance of the regulation.	

	"Violation of Smoking Policy and Lease". Each memo read as follows: "Please be advised that I have become aware of the fact that you are smoking (marijuana) in your apartment." Details of the findings followed and each resident was advised - "Smoking inside the community is a violation of your residency lease as well as Resident Rules and Regulations. The lease agreement, which you signed, specifically states: No resident or guest shall be permitted to smoke or otherwise use any tobacco products in any common areas or in the units. The Owner will designate upon the exterior grounds of the facility locations where Residents may smoke, provided there shall be no smoking in any instance where a safety concern arises. Per our policy and your signed Resident Lease Agreement, the Owner can terminate your lease in the event that "the safety of individuals on the Premises is endangered by your continued residency. If you continue to violate the terms of your lease and Resident Rules of Conduct, you will be given a 30-Day notice of Discharge from (the facility). Both copies of the document were signed by the Administrator. No prior or subsequent evidence of counseling of the residents regarding smoking			

within the facility were provided by the facility prior to exit.

A policy, titled "Resident Lease Agreement", with a revision date of 3/2023, was provided by the DON on 11/26/24 at 11:17 a.m., and indicated the following: "...7) Drug Free Environment - Smoking, Alcohol, and Marijuana Consumption - 7) You are aware that the premises is a drug free environment. This means that (a) the use of your unit for the illegal sale or manufacture of drugs is a serious violation of your Lease; (b) the illegal possession, use, sale or distribution of any controlled substances by you will not be tolerated; and (c) the prohibition on drugs applies not only to your unit but also to any other units in the premises and all other areas of the premises. Your lease will be terminated in accordance with Section II.C for the illegal possession, sale, use or delivery of drugs by you that occurs in your unit or anywhere in or on the premises. The prohibition on drug use applies not only to you but to every member of your family, household, and every guest, friend, relative, or visitor to your unit. You are aware that you do not have a "right to cure" any such drug related behavior...No resident or guest shall be permitted to smoke or otherwise use any smoking products in any common areas or in the

Units. Smoking shall include inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco product, marijuana including medical marijuana, herbal smoking products (legal weed - including edible or pill form), or products known as 'bath salts' or other legal or illegal substance...."

This citation relates to complaints IN00447154.

Based on observation and interview, the facility failed to ensure residents were free from potential safety hazards related to smoking within the facility. (Resident H and Resident T)

Findings include:

During an interview on 11/26/24 at 1:55 p.m., the Director of Nursing (DON) indicated some residents continued to smoke marijuana in their apartments and were given a 30-day notice. Two residents had been identified and received memos instructing them to stop using marijuana in their apartments.

During an observation of the 4th floor, on 11/26/24, at 1:14 p.m., there was an odor of marijuana in the hallway near Resident H's room; the odor was detectable throughout the entire 4th floor.

During an interview with Resident R on 11/26/24, at

	11:12 a.m., she indicated marijuana and cigarette smoke could be smelled on the 4th floor on a daily basis. Her family had reported the smell to the DON and the Administrator on more than one occasion. Resident Council Agenda/Meeting notes from 6/6/24 at 2:05 p.m., reviewed on 11/26/24 at 11:30 a.m., indicated "There will not be any smoking in the building. No drugs in the building, and if you are caught, you will be asked to leave." The DON indicated on 11/27/24 at 11:23 a.m., the memo was given to both Resident H and Resident T on 10/14/24. The topic of the memo was "Violation of Smoking Policy and Lease". Each memo read as follows: "Please be advised that I have become aware of the fact that you are smoking (marijuana) in your apartment." Details of the findings followed and each resident was advised - "Smoking inside the community is a violation of your residency lease as well as Resident Rules and Regulations. The lease agreement, which you signed, specifically states: No resident or guest shall be permitted to smoke or otherwise use any tobacco products in any common areas or in the units. The Owner will designate upon the exterior grounds of the			

	facility locations where Residents may smoke, provided there shall be no smoking in any instance where a safety concern arises. Per our policy and your signed Resident Lease Agreement, the Owner can terminate your lease in the event that "the safety of individuals on the Premises is endangered by your continued residency. If you continue to violate the terms of your lease and Resident Rules of Conduct, you will be given a 30-Day notice of Discharge from (the facility). Both copies of the document were signed by the Administrator. No prior or subsequent evidence of counseling of the residents regarding smoking within the facility were provided by the facility prior to exit. A policy, titled "Resident Lease Agreement", with a revision date of 3/2023, was provided by the DON on 11/26/24 at 11:17 a.m., and indicated the following: "...7) Drug Free Environment - Smoking, Alcohol, and Marijuana Consumption - 7) You are aware that the premises is a drug free environment. This means that (a) the use of your unit for the illegal sale or manufacture of drugs is a serious violation of your Lease; (b) the illegal possession, use, sale or distribution of any controlled substances by you			

	will not be tolerated; and (c) the prohibition on drugs applies not only to your unit but also to any other units in the premises and all other areas of the premises. Your lease will be terminated in accordance with Section II.C for the illegal possession, sale, use or delivery of drugs by you that occurs in your unit or anywhere in or on the premises. The prohibition on drug use applies not only to you but to every member of your family, household, and every guest, friend, relative, or visitor to your unit. You are aware that you do not have a "right to cure" any such drug related behavior...No resident or guest shall be permitted to smoke or otherwise use any smoking products in any common areas or in the Units. Smoking shall include inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco product, marijuana including medical marijuana, herbal smoking products (legal weed - including edible or pill form), or products known as 'bath salts' or other legal or illegal substance...." This citation relates to complaints IN00447154.			
R 0149	Sanitation and Safety Standards - Deficiency 410 IAC 16.2-5-1.5(f)	R 0149	The deficiency has the potential to affect all Residents.	01/07/2025

	(f) The facility shall have a pest control program in operation in compliance with 410 IAC 7-24. Based on observation and interview, the facility failed to ensure residents prepared their apartments for extermination to manage and eliminate bedbug infestation within the facility. (Residents S, T, and U) Findings include: A review of the pest control company's record of treatments at the facility, on 11/26/24 at 11:13 a.m., indicated at least 3 rooms being treated were consistently unprepared for exterminators to perform treatment. On 8/1/24, the exterminator's record indicated Resident S's room was scheduled for treatment, but the room was not prepared according to the instructions the exterminator had left for the facility to distribute to residents whose apartments needed exterminating. On 9/3/24, Resident S was sleeping and exterminators could not get into the room to perform treatment. On 10/15/24, Resident S's room was scheduled for treatment but the room was not prepared for treatment. No extermination was		Each community manager will be educated by the exterminator on how to prep an apartment for the exterminator/treatment on 12/17/24. Managers will then educate the staff on properly assisting the residents with preparing for treatment. Once completed, an exterminator readiness form will be completed per apartment, signed by staff and the resident attesting to its preparedness. This form will then be submitted to the Executive Director/Designee. Once the form is received, the Executive Director/Designee will confirm the apartment’s readiness and sign off on the Exterminator Readiness Form. Audits of apartments to be treated by the exterminator will be completed by the Executive Director/Designee prior to each treatment for the next 4 weeks, then monthly thereafter for 3 months. Variances identified will be immediately reported and	

	performed. On 11/26/24, Resident S's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 7/18/24, Resident T's apartment was dirty and bedbugs were found alive on the resident's bed. On 10/28/24, Resident T's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 11/15/24, Resident T's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 11/26/24, Resident T's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 11/15/24, Resident U's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 11/19/24, Resident U's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. During an interview with the		corrected prior to treatment. The Executive Director of responsible for the continued compliance of the regulation.	

	Director of Nursing (DON), on 11/26/24 at 11:29 a.m., she indicated the facility had been dealing with a bedbug infestation for about a month. Residents had reported seeing bedbugs in their rooms and in the 4th floor game-room. Some bedbugs were found in the theater on the 1st floor and some were found in the 2nd floor community room. The company the facility had been using was not very reliable and they had since switched to a new company. On 11/27/24 at 10:22 a.m., the DON indicated the rooms documented as "not prepped" by the exterminator, if unprepared, would receive a memo indicating they must have their apartment(s) ready for treatment. If the residents did not follow instructions for getting their apartments ready for treatment, they would get a second memo. If the second memo was ignored, the resident would receive an involuntary discharge notification. A document, titled "Bedbug Preparation Sheet", was provided by the DON on 11/27/24 at 10:25 a.m. The document indicated the following: "...Bedbugs can be difficult to control when they infest your home - unless you do your part by cooperating with us. The following instructions			

	will help (us) and you get rid of bedbugs quickly..." Steps for preparation were listed and included what items should be washed and dried, how to inspect items which could not be washed, how to store cleaned and dried items, floor and upholstery preparations and how to double bag items for disposal. "...A cluttered home is difficult to inspect and more difficult to treat because bedbugs can find many hiding places. Throw away un-needed items. Pick up and double bag all loose items in bedrooms and other rooms that will be treated...." On 11/27/24, at 10:25 a.m., the DON indicated if residents were negligent in preparing their space(s) for treatment, staff would help the resident(s) get their apartment(s) ready for the treatment. Any staff (housekeeping, CNA's, QMA's, LPN's) available to help would be available to assist residents in preparing their apartments. Last week, staff and residents were reminded that pest control would be at the facility on 11/26/24. Apartments did not get prepared and would have to be rescheduled for the exterminators. Residents would also get the hand-out from the pest control company instructing them on how to prepare for treatment. If residents refuse to comply or will not cooperate			

	when the pest company was on the premises, sometimes family will be contacted. If that does not work, residents will get another memo. If the resident(s) continue to be non-compliant, they will be involuntarily discharged. On 11/27/24, at 12:36 a.m., during an interview with the Regional Operations Specialist, she indicated she could not locate any memo or memos given to residents instructing them to have their apartments prepared for exterminator treatments. No documentation of staff helping residents to prepare their apartments was provided. A facility document, titled "Resident Lease Agreement", was provided by the DON on 11/26/24 at 11:17 a.m. Under section D, titled "Use and Maintenance of Your Unit", the document indicated the following: 1) You represent to the Owner and agree to occupy and use the Unit as a personal residence for yourself...You further agree that you will occupy the Unit in compliance with local ordinances, and county, State of Indiana and federal law, and not use the Unit.....in any manner that will cause unreasonable disturbance to other residents, pose a danger to the health, safety and well-being of			

yourself, other residents and others.

This citation relates to complaints IN00447154 and IN00445885.

Based on observation and interview, the facility failed to ensure residents prepared their apartments for extermination to manage and eliminate bedbug infestation within the facility. (Residents S, T, and U)

Findings include:

A review of the pest control company's record of treatments at the facility, on 11/26/24 at 11:13 a.m., indicated at least 3 rooms being treated were consistently unprepared for exterminators to perform treatment.

On 8/1/24, the exterminator's record indicated Resident S's room was scheduled for treatment, but the room was not prepared according to the instructions the exterminator had left for the facility to distribute to residents whose apartments needed exterminating.

On 9/3/24, Resident S was sleeping and exterminators could not get into the room to perform treatment.

On 10/15/24, Resident S's room was scheduled for treatment but

	the room was not prepared for treatment. No extermination was performed. On 11/26/24, Resident S's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 7/18/24, Resident T's apartment was dirty and bedbugs were found alive on the resident's bed. On 10/28/24, Resident T's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 11/15/24, Resident T's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 11/26/24, Resident T's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. On 11/15/24, Resident U's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed.			

	On 11/19/24, Resident U's room was scheduled for treatment but the room was not prepared for treatment. No extermination was performed. During an interview with the Director of Nursing (DON), on 11/26/24 at 11:29 a.m., she indicated the facility had been dealing with a bedbug infestation for about a month. Residents had reported seeing bedbugs in their rooms and in the 4th floor game-room. Some bedbugs were found in the theater on the 1st floor and some were found in the 2nd floor community room. The company the facility had been using was not very reliable and they had since switched to a new company. On 11/27/24 at 10:22 a.m., the DON indicated the rooms documented as "not prepped" by the exterminator, if unprepared, would receive a memo indicating they must have their apartment(s) ready for treatment. If the residents did not follow instructions for getting their apartments ready for treatment, they would get a second memo. If the second memo was ignored, the resident would receive an involuntary discharge notification. A document, titled "Bedbug Preparation Sheet", was provided by the DON on			

	11/27/24 at 10:25 a.m. The document indicated the following: "...Bedbugs can be difficult to control when they infest your home - unless you do your part by cooperating with us. The following instructions will help (us) and you get rid of bedbugs quickly..." Steps for preparation were listed and included what items should be washed and dried, how to inspect items which could not be washed, how to store cleaned and dried items, floor and upholstery preparations and how to double bag items for disposal. "...A cluttered home is difficult to inspect and more difficult to treat because bedbugs can find many hiding places. Throw away un-needed items. Pick up and double bag all loose items in bedrooms and other rooms that will be treated...." On 11/27/24, at 10:25 a.m., the DON indicated if residents were negligent in preparing their space(s) for treatment, staff would help the resident(s) get their apartment(s) ready for the treatment. Any staff (housekeeping, CNA's, QMA's, LPN's) available to help would be available to assist residents in preparing their apartments. Last week, staff and residents were reminded that pest control would be at the facility on 11/26/24. Apartments did not get prepared and would have to			

	be rescheduled for the exterminators. Residents would also get the hand-out from the pest control company instructing them on how to prepare for treatment. If residents refuse to comply or will not cooperate when the pest company was on the premises, sometimes family will be contacted. If that does not work, residents will get another memo. If the resident(s) continue to be non-compliant, they will be involuntarily discharged. On 11/27/24, at 12:36 a.m., during an interview with the Regional Operations Specialist, she indicated she could not locate any memo or memos given to residents instructing them to have their apartments prepared for exterminator treatments. No documentation of staff helping residents to prepare their apartments was provided. A facility document, titled "Resident Lease Agreement", was provided by the DON on 11/26/24 at 11:17 a.m. Under section D, titled "Use and Maintenance of Your Unit", the document indicated the following: 1) You represent to the Owner and agree to occupy and use the Unit as a personal residence for yourself...You further agree that you will occupy the Unit in compliance with local ordinances, and			

	county, State of Indiana and federal law, and not use the Unit.....in any manner that will cause unreasonable disturbance to other residents, pose a danger to the health, safety and well-being of yourself, other residents and others. This citation relates to complaints IN00447154 and IN00445885.			
R 0270	Food and Nutritional Services - Deficiency 410 IAC 16.2-5-5.1(c)(1-3) (c) The facility must meet: (1) daily dietary requirements and requests, with consideration of food allergies; (2) reasonable religious, ethnic, and personal preferences; and (3) the temporary need for meals delivered to the resident ' s room. Based on observation, interview, and record review, the facility failed to provided resources to ensure a resident with the need for a gluten-free diet had the information needed to make meal selections to meet his daily dietary requirements for 1 of 1 residents reviewed for assistance to meet dietary requirements (Resident B).	R 0270	The deficiency has the potential to affect one resident. All culinary staff will be in-serviced and provided resources on the gluten-free diet and the gluten-free meals by the Culinary Director/Designee. The culinary staff will ensure that all menus identify the appropriate gluten-free food selections. These selections will assist the residents with making dietary meal selections of their choice.	01/07/2025

	Findings including: During an interview on 11/26/24 at 10:48 a.m., Resident B indicated he had celiac disease and could not have gluten. He was told upon admission to the facility that he would need to select gluten free foods from the regular menu. Selecting gluten-free options from the regular menu was difficult because there was no method to identify gluten-free foods. Many items had sauces or gravy which usually contained flour, which has gluten, and the food did not indicate if it had gluten. An example would be oatmeal, which can at times be gluten-free, but must be identified as such to be sure. During an observation at the time of interview, a daily menu with menu options was on the resident's dining table. The menu contained a list of options available for the lunch meal and no indicators of ingredients. Resident B's clinical record was reviewed on 11/26/24 at 1:01 p.m. Current diagnoses included, celiac disease, hypothyroidism, and congestive heart failure. The resident was admitted to the facility on 12/27/23. The clinical record indicated, prior to his admission to the facility, he had received a gluten free diet. The resident's first physician's		Audits of the menus will be completed weekly times 4 weeks and monthly times 3 months. Any variances found will be reported to the Executive Director and corrected. The Executive Director is responsible for maintaining the compliance of this regulation.	

	recapitulation of orders following his admission to the facility contained hand written notes as well as a printed report. The recapitulation of orders indicated regular diet-"celiac disease educated." A current, undated, facility policy, titled "Therapeutic Diets," provided by the DON on 11/26/24 at 12:24 p.m., indicated the following: "...The menu shall include food choices that allow a resident to choose foods that will meet the requirements of a therapeutic diet as ordered by a resident's physician...." A review of the facility four-week Autumn menu cycle, provided by the Operations Specialist on 11/26/24 at 2:50 p.m., lacked documentation or indication that any of the food items had been identified as gluten-free.			

	During an interview, 11/27/24, 10:57 a.m., the Dietary Manager, indicated she had previously contacted the corporation and was told the facility did not offer specialized diets or gluten-free diets. She never received any guidance about identifying gluten-free items that are already offered on the current menu. She was not offered any guidance about how to assist the resident to make healthy choices from the facilities already existing menu. Review of the web cite"Gluten-free diet-mayoclinic.org" article "Nutrition and healthy eating" , on 11/27/24 at 10:40 a.m. indicated the following: "Definition: A gluten- free diet is an eating plan that excludes foods containing gluten. Gluten is a protein found in wheat, barley, rye and tritcale (a cross between wheat and rye). Purpose: A gluten free diet is essential for managing signs and symptoms of celiac disease...Celiac disease is a condition which gluten triggers immune system activity that damages the lining of the small intestine. Over time this damage prevents the absorption of nutrition from food...." This citation relates to complaint IN00445789. Based on observation,			

	interview, and record review, the facility failed to provided resources to ensure a resident with the need for a gluten-free diet had the information needed to make meal selections to meet his daily dietary requirements for 1 of 1 residents reviewed for assistance to meet dietary requirements (Resident B). Findings including: During an interview on 11/26/24 at 10:48 a.m., Resident B indicated he had celiac disease and could not have gluten. He was told upon admission to the facility that he would need to select gluten free foods from the regular menu. Selecting gluten-free options from the regular menu was difficult because there was no method to identify gluten-free foods. Many items had sauces or gravy which usually contained flour, which has gluten, and the food did not indicate if it had gluten. An example would be oatmeal, which can at times be gluten-free, but must be identified as such to be sure. During an observation at the time of interview, a daily menu with menu options was on the resident's dining table. The menu contained a list of options available for the lunch meal and no indicators of ingredients. Resident B's clinical record was reviewed on 11/26/24 at 1:01			

	p.m. Current diagnoses included, celiac disease, hypothyroidism, and congestive heart failure. The resident was admitted to the facility on 12/27/23. The clinical record indicated, prior to his admission to the facility, he had received a gluten free diet. The resident's first physician's recapitulation of orders following his admission to the facility contained hand written notes as well as a printed report. The recapitulation of orders indicated regular diet-"celiac disease educated." A current, undated, facility policy, titled "Therapeutic Diets," provided by the DON on 11/26/24 at 12:24 p.m., indicated the following: "...The menu shall include food choices that allow a resident to choose foods that will meet the requirements of a therapeutic diet as ordered by a resident's physician...." A review of the facility four-week Autumn menu cycle, provided by the Operations Specialist on 11/26/24 at 2:50 p.m., lacked documentation or indication that any of the food items had been identified as gluten-free. During an interview, 11/27/24, 10:57 a.m., the Dietary Manager, indicated she had previously contacted the			

	corporation and was told the facility did not offer specialized diets or gluten-free diets. She never received any guidance about identifying gluten-free items that are already offered on the current menu. She was not offered any guidance about how to assist the resident to make healthy choices from the facilities already existing menu. Review of the web cite"Gluten-free diet-mayoclinic.org" article "Nutrition and healthy eating" , on 11/27/24 at 10:40 a.m. indicated the following: "Definition: A gluten- free diet is an eating plan that excludes foods containing gluten. Gluten is a protein found in wheat, barley, rye and tritcale (a cross between wheat and rye). Purpose: A gluten free diet is essential for managing signs and symptoms of celiac disease...Celiac disease is a condition which gluten triggers immune system activity that damages the lining of the small intestine. Over time this damage prevents the absorption of nutrition from food...." This citation relates to complaint IN00445789.			
R 0273	Food and Nutritional Services - Deficiency 410 IAC 16.2-5-5.1(f)	R 0273	The deficiency has the potential to affect all Residents.	01/07/2025

	(f) All food preparation and serving areas (excluding areas in residents ' units) are maintained in accordance with state and local sanitation and safe food handling standards, including 410 IAC 7-24. Based on observation, interview, and record review, the facility failed to prepare, store, and serve foods under safe sanitary conditions regarding kitchen cleanliness, dating and labeling food, disposing of outdated foods, food handling, hand washing, glove use, and recording freezer temperatures, refrigerator temperatures, and food temperatures before service. This deficient practice had the ability to impact 94 of 94 residents, who resided in the facility. Findings include: During a kitchen tour on 11/26/24 from 10:15 a.m. to 10:30 a.m., the following concerns were identified: a. The hand washing sink to the right of the main kitchen door had no paper towels for staff to dry their hands. b. The trash can beside the hand washing sink did not have a trash bag liner. The bottom of the trash can had a ring of brown liquids. The trash can had a small amount of rubbish. the cover of the trash can had		The culinary staff will be in-serviced on proper food storage, food labeling, food handling, the importance of routinely monitoring expiration dates and disposing of outdated foods to remain in compliance with state and local food handling standards by the Culinary Director The culinary staff will utilize the Food Service Inspection Checklist to maintain compliance. Upon completion, the checklist will be submitted to the Culinary Director/Designee for review and inspection. The Culinary Director will then sign the checklist indicating satisfactory completion of the daily checklist and educate staff in areas of need identified. Audits of the Food Service Inspection Checklist will be daily for the next 30 days and weekly for 3 months to monitor compliance. The Culinary staff will implement/adhere to a daily dietary cleaning schedule. Staff will receive additional and ongoing training on or before December 18, 2024, on proper	

	brown residue in the lid. c. Beside the trash can were 2 small buckets with lids. The bucket lids had brown residue. During an interview at this time, the Dietary Manager indicated the small buckets were used to collect items for recycling. d. The mounted can opener had sticky liquid and dark residue on the base and blade. e. The drip pans under the burner of the stove had a heavy burnt on brownish black food particles. f. The second hand washing sink lacked towels for employees to dry their hands. g. The microwave handle was sticky to the touch. The inside bottom, inside door, walls and top had splattered food residue. h. Three (3) large food storage bins all contained a white/cream food substance. All three bins lacked a label to identity the food item and the bins were not dated. The clear lids which covered the bins had a dusty white, gray and brown substance covering the lid. During an interview at this time, the Dietary Manager indicated the bins contained oats, flour and sugar. The bins should be labeled with the food item inside and the date opened. The lids should be clean and free of food		handwashing procedures, glove use, refrigerator cleaning, and logging of refrigerator and freezer temperatures. Audits of the above procedures will be 5 times a week for 4 weeks, 1 time a week for 4 weeks and monthly thereafter for the next 3 months. Variances will be corrected at the time of observation and will be reported to the Culinary Director/Designee. The Executive Director is responsible for maintaining compliance of this regulation.	

	residue. i. The pan storage rack, containing pots, pans, and dishes which were identified as clean and ready for use, had 3 round storage bowls which were wet and dripping when turned over. Two (2) of three (3) bowls were stand with a red/orange substance j. A chest freezer had a temperature log, which was identified as current, did not have a month listed, temperature for future dates were already entered as follows: temperatures were entered for 11/29/24, 11/30/24, and 11/31/24 (not a date) were entered. k. The walk in fridge had the following identified concerns: 1. An open 1/2 full gallon jug of 2% milk with a best by date of 11/20/24. The jug was not dated when opened. During an interview at this time, the Dietary manager indicated the milk should have been dated when opened and used by 7 days of the open date.			

2. There were eight (8) uncovered, unlabeled, pitchers of liquid. During an interview at this time, the Dietary Manager indicated drink pitchers should be covered, labeled with what drink item was inside, and what date they were prepared.

3. One large tray of multiple pudding cups (more than 15) uncovered and unlabeled. During an interview at this time, the Dietary Manager indicted the pudding should be covered and labeled and dated.

4. A covered food canister of green beans, dated 11/17/24. During the interview at this time, the Dietary Manager indicated food should be used within 3 days of the opened/prepared date.

5. There were 11 dipped foam containers dated 11/17/24.

6. There was a large gray tub of what appeared to be red gelatin with fruit. The tub was unlabeled and undated.

7. There was a covered canister of a meat in red sauce. The canister was undated and unlabeled.

8. A covered container,which was undated and unlabeled. The container contained chopped eggs in a sauce.

9. A large, unlabeled and

undated container of dark red jelled substance, which was identified as cranberry sauce by the Dietary Manager.

10. Two undated and unlabeled container of a liquid with vegetables, which was identified as soup by the Dietary Manager.

11. An undated and unlabeled tub of dark red vegetable, which were identified as beets by the Dietary Manager.

12. An undated and unlabeled tub containing a vegetables mix, which was identified as salad by the Dietary Manager.

l. The walk in fridge had a food temperature log which did not have a month documented on the form and pre-documented temperatures for future dates: 11/29/24, 11/30/24, and 11/31/24 (not a date) were entered.

m. The walk- in -freezer had the following identified concerns:

1. Eight (8) or more uncovered, undated, unlabeled foam cups of ice cream open to air.

2. A box of hamburger patties, with an internal bag of burger patties open to air.

n. The dry storage room contained an open bag of white gravy, which was unlabeled and

undated.

During a meal service observation on 11/26/24 from 11:20 a.m. to 11: 39 a.m., the following concerns were identified:

Cook 2 was plating meal trays. He wore gloves in both hands. With his gloved hands he touched, polish sausages, hot dog buns, bun wrappers, plates, paper meal tickets, thermal lids, Styrofoam containers, counter tops, and utensils.

Cook 2 then left the food service area and obtained a log and ink pen. Wearing the same soiled gloves he wrote in the log. At this time a co-worker spoke to Cook 2. He removed ear buds with the same soiled gloves answered his coworker and replaced his ear buds with the same soiled gloves and continued to write.

Cook 2 returned to the food service area/steam-table and began serving food using the same soiled gloves, which had never been changed at any point during meal service. With the same soiled gloved hands, he again touched, polish sausages, hot dog buns, bun wrappers, plates, paper meal tickets, thermal lids, Styrofoam containers, counter tops, and utensils.

Cook 2 wrote down more

temperatures in the log. When spoken to, he removed his ear bus again with the same soiled gloves and returned them to his ears following his conversation.

During an interview at this time, Cook 2 indicated he was recording both breakfast temperatures from his memory. He indicated he did not remember if he had been taught the record temperatures when they were taken. He felt he was new, and without much training.

During an interview at 11:36 a.m., Cook 2 indicated he had never been instructed to use utensils to touch polish sausages and hot dog buns. He did not realize that after he touched ink pens, ear buds, papers, and such that his gloves were soiled.

At 11:37 a.m., Cook 2 obtained two new gloves using his soiled gloves. He placed the new gloves on the table, which was visibly soiled with a white substance. He washed his hands. He turned of the sink with his bare hands. He did not use a dry paper towel to turn off the sink. He then obtained a towel to dry his hands. During an interview at this time, Cook 2 indicated he was new and did not remember ever being trained to wash his wands.

Cook 2's employee record

contained a ServSafe certification, which indicated he had received training and certification for safe food handling on 5/27/21. The employee record also contained a document dated 1/31/23 which indicated the resident had received facility based "Orientation & Training" which included appropriate food temperatures, serving procedure, hand washing, and the safety program.

A current undated facility document titled "Daily Dietary Cleaning Schedule" which was provided by the Dietary Manager on 11/26/24 at 12:24 p.m., indicated both the microwave and stove should be cleaned daily.

A current, undated, document titled, "Cleaning Frequency Policy" provided by the Dietary Manager on 11/26/24 at 12:24 p.m., indicated the following: "...The food- contact surfaces of grills, griddles, and similar cooking devices and the cavities and door seals of all microwave ovens shall be cleaned at least once a day...The food contact surfaces of all cooking equipment shall be kept free of encrusted deposits and other accumulated spoilage..."

A current, undated, document titled, ""General Food Preparation Policy and

	Procedure" provided by the Dietary Manager on 11/26/24 at 12:24 p.m., indicated the following: ..."a) Food employees shall avoid direct contract (i.e. using bare hands) with ready-to-eat food whenever possible and to the extent possible, shall handle ready to eat only with suitable utensils such as deli tissue, spatulas, tongs, or single-use gloves. Handling of ready to eat food with suitable utensils is no substitute for proper hand washing. ...b) If gloves are used to handle ready-to-eat food, they shall be single use gloves, i.e. shall be used for only one task...." A current, undated facility policy titled, "Food Storage Guide" provided the Regulatory Officer on 11/26/24 at 2:15 p.m. indicated cottage cheese could be stored for one week. The facility should use foil, plastic wrap, plastic bags or airtight containers designed for use with food for packaging food for refrigerator storage. When storing foods moisture -and vapor- proof materials were best. The facility should clean the refrigerator regularly to reduce food odors. Remove spoiled foods immediately so decay cannot pass to other foods.			

This citation related to complaint IN00445789.

Based on observation, interview, and record review, the facility failed to prepare, store, and serve foods under safe sanitary conditions regarding kitchen cleanliness, dating and labeling food, disposing of outdated foods, food handling, hand washing, glove use, and recording freezer temperatures, refrigerator temperatures, and food temperatures before service. This deficient practice had the ability to impact 94 of 94 residents, who resided in the facility.

Findings include:

During a kitchen tour on 11/26/24 from 10:15 a.m. to 10:30 a.m., the following concerns were identified:

a. The hand washing sink to the right of the main kitchen door had no paper towels for staff to dry their hands.

b. The trash can beside the hand washing sink did not have a trash bag liner. The bottom of the trash can had a ring of brown liquids. The trash can had a small amount of rubbish. the cover of the trash can had brown residue in the lid.

c. Beside the trash can were 2 small buckets with lids. The bucket lids had brown residue.

During an interview at this time, the Dietary Manager indicated the small buckets were used to collect items for recycling.

d. The mounted can opener had sticky liquid and dark residue on the base and blade.

e. The drip pans under the burner of the stove had a heavy burnt on brownish black food particles.

f. The second hand washing sink lacked towels for employees to dry their hands.

g. The microwave handle was sticky to the touch. The inside bottom, inside door, walls and top had splattered food residue.

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Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting provided it is determined that other safeguards provide sufficient protection to the patients. (See instructions.)

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE	TITLE	(X6) DATE