
**BEFORE THE MINNESOTA
BOARD OF EXAMINERS FOR
NURSING HOME ADMINISTRATORS**

In the Matter of
Dennis T. DeCosta, LNHA
License No.: 3391

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement is entered into by and between Dennis T. DeCosta, LNHA ("Licensee"), and the Standards of Practice Committee ("Committee") for the Minnesota Board of Examiners for Nursing Home Administrators based on Minnesota Statutes section 214.103, subdivision 6(a)(2). Licensee and the Committee agree to the following:

FACTS

1. On April 26, 2017, Licensee and his attorney, Rebecca K. Coffin, Esq., Voigt, Rodè & Boxeth, LLC, met with the Committee, composed of Jennifer Pfeffer, LNHA, Board member and II. Michael Tripple, Board member, to discuss allegations regarding Licensee's practice as a licensed nursing home administrator contained in a Notice of Conference dated March 22, 2017. Jennifer C. Middleton, Assistant Attorney General, represented the Committee at the conference. Licensee and the Committee have agreed to enter into an Agreement for Corrective Action to address the concerns identified below.

2. While Licensee was Administrator of Record for Rose of Sharon Manor ("Rose of Sharon"), a skilled nursing facility, located in Roseville, Minnesota, the following occurred:

a. Rose of Sharon provided services for a 60-year-old male patient, J.E.

b. J.E. was prescribed 13 medications, for which he was allowed to self-administer two.

c. J.E. received assistance from a relocation services worker from December 2015 through June 2016. Rose of Sharon staff failed to provide the relocation services worker with requested information in a timely manner.

d. On June 9, 2016, Rose of Sharon placed J.E. on "acute care charting for the next 14 days" to monitor whether J.E. was at risk of harming himself or others.

e. On June 9, 2106, J.E.'s HealthPartners physician wrote that he needed at least six additional weeks of skilled nursing care. The physician also ordered "land based and possibly pool therapy."

f. On June 23, 2016, Licensee determined that J.E. would be issued a 30-day Notice of Discharge on June 26, 2016; however, Licensee subsequently decided to issue an immediate Notice of Discharge upon discovering that J.E. had an outstanding warrant for his arrest.

g. On June 23, 2016, Licensee led the team who discharged J.E. from the facility. Police arrived at the facility and arrested Resident J.E. on the outstanding warrant. Licensee failed to provide a Notice of Discharge upon J.E.'s arrest. Additionally, J.E. was discharged without his medications, despite being on medications for seizures, anxiety, and a heart condition. The following day, the J.E. was hospitalized.

i. According to the August 10, 2016 Findings of Fact, Conclusions of Law and Recommendations issued by an Administrative Law Judge ("ALJ") in an action brought by the Minnesota Department of Health, the ALJ determined that the facility did not provide a safe

and orderly discharge and did not provide a post-discharge plan of care that resulted in the resident's hospitalization.

j. J.E.'s discharge from the facility caused J.E. to need to re-apply for a CADI waiver, which he had just been granted prior to his discharge from Rose of Sharon.

CORRECTIVE ACTION

3. The Committee determined that the conduct described in paragraph 2 above does not comply with Minnesota Rules 6400.6900 subpart 1(D), (E), (I), and (J), and necessitates the following corrective action as described below.

a. Within six months of the date of this Agreement, Licensee must provide evidence that he has successfully complete four (4) hours of education related to resident admissions and discharges; the Vulnerable Adults Act, and dealing with difficult residents.

b. The continuing education courses must be preapproved by the Committee. For preapproval, Licensee must submit a description of the course, a course agenda, or a course outline for the Committee's review. The continuing education may be used in meeting the minimal annual clock hour requirement for the renewal of Licensee's license.

OTHER INFORMATION

4. Upon Licensee's satisfactory completion of the corrective action referenced in paragraph 3 above, the Committee agrees to dismiss the complaint(s) concerning the matters referenced in paragraph 2. The Committee shall be the sole judge of satisfactory completion. The Committee may reopen this complaint if it receives newly discovered information that was not available to the Committee during the initial investigation, or if the Committee receives a new complaint that indicates a pattern of behavior or conduct.

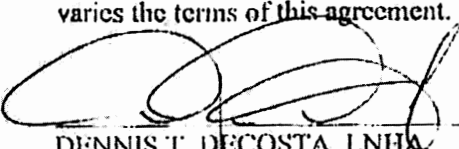
5. If Licensee fails to complete the corrective action satisfactorily, the Committee may, at its discretion, reopen the investigation and proceed according to Minnesota Statutes section 144A.19-38 (the Board's Practice Act), and chapters 214 and 14. Licensee agrees that failure to complete the corrective action satisfactorily is failure to cooperate under Minnesota Rules 6400.6900 subpart 1(U) and may subject Licensee to disciplinary action by the Board.

6. Licensee has been advised by Committee representatives that Licensee may choose to be represented by legal counsel in this matter, and has elected to be represented by Rebecca K. Coffin, Esq., Voigt, Rodè & Boxeth, LLC.

7. This agreement shall become effective upon execution by the Board's Executive Director and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receiving such information, the Committee may, at its discretion, proceed according to Minnesota Statutes section 144A.19-38 (the Board's Practice Act) and chapters 214 and 14.

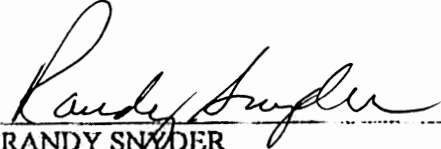
8. This agreement is not disciplinary action. See Minnesota Statutes section 214.103, subdivision 6. However, this agreement is classified as public data pursuant to Minnesota Statutes section 13.41, subdivision 5.

9. Licensee hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.


DENNIS T. DECOSTA, LNHA

Licensee

Dated: 6/29, 2017


RANDY SNYDER

Executive Director

Dated: 7/5, 2017