Agency for Health Care Administration

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	AL11969329	A. BUILDING: _____ B. WING _____	10/10/2023

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
LIANA OF VENICE	2321 E VENICE AVE VENICE, FL 34292

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
A 000	Initial Comments An unannounced biennial relicensure, limited nursing service, health facility reporting system, emergency power plan, generator, visitation, and complaint survey for #2022012754 and #2023014277 was conducted on through . . . . . at Liana of Venice, an assisted living facility in Venice, Florida. Complaint #2022012754 was substantiated without citation. Complaint #2023014277 was substantiated at A0168. The following is a description of the deficiency. .	A 000		
A 168 SS=D	429.24(3)(a) FS; 429.27(7), FS Resident Refund Policy 429.24 (3)(a) . . . The refund policy shall provide that the resident or responsible party is entitled to a prorated refund based on the daily rate for any unused portion of payment beyond the termination date after all charges, including the cost of damages to the residential unit resulting from circumstances other than normal use, have been paid to the licensee. For the purpose of this paragraph, the termination date shall be the date the unit is vacated by the resident and cleared of all personal belongings. If the amount of belongings does not preclude renting the unit, the facility may clear the unit and charge the resident or his or her estate for moving and storing the items at a rate equal to the actual cost to the facility, not to exceed 20 percent of the regular rate for the unit, provided that 14 days' advance written notification is given. If the resident's possessions are not claimed within 45 days after	A 168		

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A 168	Continued From page 1 notification, the facility may dispose of them. The contract shall also specify any other conditions under which claims will be made against the refund due the resident. Except in the case of . . . . or a discharge due to medical reasons, the refunds shall be computed in accordance with the notice of relocation requirements specified in the contract. However, a resident may not be required to provide the licensee with more than 30 days' notice of termination. If after a contract is terminated, the facility intends to make a claim against a refund due the resident, the facility shall notify the resident or responsible party in writing of the claim and shall provide said party with a reasonable time period of no less than 14 calendar days to respond. .... 429.27, FS Property and personal affairs of residents. - (7) In the event of the of a resident, a licensee shall return all refunds, funds, and property held in trust to the resident's personal representative, if one has been appointed at the time the facility disburses such funds, and, if not, to the resident's spouse or adult next of kin named in a beneficiary designation form provided by the facility to the resident. If the resident has no spouse or adult next of kin or such person cannot be located, funds due the resident shall be placed in an interest-bearing account, and all property held in trust by the facility shall be safeguarded until such time as the funds and property are disbursed pursuant to the Florida Probate Code. Such funds shall be kept separate from the funds and property of the facility and other residents of the facility. If the funds of the . . . . . resident are not disbursed pursuant to the Florida Probate Code within 2 years after the resident's . . . . , the funds shall be deposited in	A 168		

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A 168	Continued From page 2 the Health Care Trust Fund administered by the agency. This Statute or Rule is not met as evidenced by: Based on record review, and interview, the facility failed to provide for 3 (Residents #12, #14, and #17) of 5 residents a pro-rated refund based on the daily rate and any unused payment beyond the termination date within 45 days of discharge. The findings included: Liana contract 7. Term and Termination of Agreement revised . . . . . : "Vacating Room and Refund: Upon termination, Responsible Party is entitled to a prorated refund within forty-five (45) days, less any charges due for damage to the unit resulting form [sic] circumstances other than normal use, based on the daily rate of any unused portion of the payment beyond the termination date (or date of removal of all belongings). For refund purposes, the termination date shall be the date the unit is vacated by the Resident and cleared of all personal belongings. . . The facility shall provide a refund to the Responsible Party within forty-five (45) days after the transfer, discharge, or of the resident." 1. During a telephone interview on at 3:00 p.m., Resident #14's durable power of attorney (DPOA) said she did not get the refund after her father was discharged from the facility within 45 days as required. Resident #14's DPOA said she felt the issue has not yet been resolved, she had paid in advance $9000 for . Her father was admitted on . . . . . , went to the hospital on , and she moved all his possessions out of the facility on . . . . . The facility only refunded $6000.00, and she feels the facility owes her the	A 168		

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A 168	Continued From page 3 remaining $3000.00 non-refundable Community Fee she paid on admission. Resident #14's DPOA verified she was aware the Community Fee was non-refundable when the contract was signed on . . . . . . Review of Resident #14's record verified the admission date of and the discharge date of . . . . . , Resident #14 paid $6000.00 a month. $6000.00 a month divided by 30 days in . . . would equal a $200.00 a day charge. The 23 remaining days would equal a refund of $4600.00. The refund should have been issued by , 45 days after discharge. On at 4:00 p.m., documentation provided by the administrator revealed the check for $6000.00 for Resident #14 issued was on , 53 days after discharge. 2. Review of Resident #12's record revealed an admission date of . . . . . and a discharge date of due to Resident #12's medical condition. Resident #12 paid $5100.00 a month. $5100.00 a month divided by 30 days in would equal a $170.00 a day charge. The 13 remaining days would equal a refund of $2210.00. The refund should have been issued to Resident #12's responsible party no later than . . . . , the 45th day after her discharge date of . On at 4:00 p.m., documentation provided by the administrator revealed the check for $1530.00 was issued on , 59 days after discharge. The refund was $680.00 different. 3. Review of Resident #17's record revealed an	A 168		

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A 168	Continued From page 4 admission date of [redacted] and a discharge date of [redacted]. Resident #17 paid $5500.00 a month. $5500.00 divided by 31 days in [redacted] would equal a $177.42 a day charge. The remaining 14 days would equal a refund of $2483.88. The refund should have been sent to Resident #17's responsible party no later than [redacted], the 45th day after her discharge date of [redacted]. No refund documentation was provided for review. On [redacted] at 4:14 p.m., during an interview, the Administrator confirmed the checks were not issued within 45 days after discharge for Residents #12, and #14, and she had no documentation the refund was issued for Resident #17. On [redacted] at 5:16 p.m., during an interview, the Corporate Director confirmed the refunds for Residents #12, and #14 were not issued within the 45 days after discharge as required per facility policy; she has no documentation that shows a refund was issued to Resident #17. Class III	A 168		