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
	AL11969656	A. BUILDING: _____ B. WING _____	01/17/2024

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
COURTYARD GARDENS SENIOR LIVING	3005 S CONGRESS AVENUE BOYNTON BEACH, FL 33426

(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 Relicensure, Complaint (#2022013352, 2023001778, 2023007439, 2023008127, 2023011739, 2023012014, 2023015897) and Generator Monitoring survey was conducted on - at Courtyard Gardens Senior Living. The facility had deficiencies related to the Relicensure and Complaint #2023012014 at the time of the survey.	A 000		
A 168	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 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	A 168		

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A 168	Continued From page 1 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 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 ensure the proper and timely	A 168		

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A 168	Continued From page 2 refund for one (1) of seven (7) Residents reviewed (Resident #7). The Findings Include: A review of Resident 7's Reservation Agreement documents an acknowledgement of receipt of a registration fee in the amount of $3,00.00 (the "Reservation Fee") for Suite Number #148 or the first available Suite in The Community (the "Suite") from (collectively, if more than one, "Prospective Resident"). This deposit shall hold the room for 30 days from the date of this agreement. It also documented the room amount (5,850.00), Care Level Amount (1,250.00) and Medication Management Fee (250.00). The Agreement further documented: The Reservation fee is refundable only in the event the Prospective Resident does not meet the requirements for residency as established by The Community. The Reservation Fee is an administrative fee and will be applied to the community move in fee 3,000. A review of Resident #7 facility file and documents also revealed an invoice dated documenting the following (copy obtained): Rent - : $5,655.00 Level of Care - : $1,208.43 Medication Management - : $241.57 Total/month: $7,155.00 A review of Resident 7's facility file/documents provided to this surveyor revealed Resident 7 was admitted to the facility on , presented at the facility, and never moved in.	A 168		

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A 168	Continued From page 3 In an interview with the Administrator on . . . . . at 10:26 AM, he stated Resident 7 never really moved in, but was set up to move in. He stated that based on an incident occurring on the day of move-in, they didn't think he was appropriate for the facility. In an interview with the administrator on at 10:49 AM, he stated the Resident paid a community fee which he did not get a refund for as they had set up the room and everything and the fee is non-refundable. He stated he would check to see if he received a refund for any other fees he may have paid. He informed this surveyor that there had not been a refund of any kind made to Resident #7. In an interview with the Administrator on at 11:00 AM, this surveyor showed him the language in the Resident's Reservation Agreement regarding refunds and asked if the Resident was determined to be inappropriate for the facility; he stated yes. This surveyor then asked for contract language that states the fees are non-refundable, as the Agreement did not specify any other conditions under which claims will be made against the refund due the resident. In an interview with the Administrator on . . . . . at 11:04 AM, he pointed to a statement on page 6 of the Resident agreement which documented the Reservation is NON REFUNDABLE. This surveyor asked the Administrator to identify language documenting the Rental fees are forfeited in an "Immediate Termination." He stated he was not sure and started reading through Agreement. He stated he was not sure as he didn't find anything.	A 168		

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A 168	Continued From page 4 In an interview with the Administrator on at 11:31 AM, he stated Resident 7 stated: "This place is not for me; I'm not staying here with these old people. Let me out of here." And that the Resident said he didn't want to be here and left. In an interview with the complainant on at 11:40 AM, she stated Resident 7 walked into the building to go to the Memory Care Unit (MCU). She stated he became agitated because he felt he didn't belong there and began getting loud. She stated one of the owners was there and got into a verbal argument with him and put him outside and locked the door. She stated Resident 7's Care Manger at the time was called and came and got him. In an interview with the Administrator on at 2:47 PM, this surveyor inquired again about language in the Resident's Agreement concerning forfeiture of Rental Fees. He was unable to provide information regarding it, or that a refund had been made to Resident 7. No additional information was provided during the survey. Class	A 168		