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
	AL11966234	A. BUILDING: _____ B. WING _____	03/05/2025

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
SUNFLOWER SENIOR LIVING II, INC	7106 NW 84TH STREET TAMARAC, FL 33321

(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 and Generator Monitoring survey was conducted on at Sunflower Senior Living II, Inc. The facility had deficiences related to the Relicensure at the time of the visit.	A 000		
A 123	429.27( ) FS; 59A-36.013(2) FAC Fiscal - Resident Trust Funds 429.27 (3) A facility, upon mutual consent with the resident, shall provide for the safekeeping in the facility of personal effects not in excess of $500 and funds of the resident not in excess of $500 cash, and shall keep complete and accurate records of all such funds and personal effects received. If a resident is absent from a facility for 24 hours or more, the facility may provide for the safekeeping of the resident's personal effects in excess of $500. (4) Any funds or other property belonging to or due to a resident, or expendable for his or her account, which is received by a facility shall be trust funds which shall be kept separate from the funds and property of the facility and other residents or shall be specifically credited to such resident. Such trust funds shall be used or otherwise expended only for the account of the resident. At least once every 3 months, unless upon order of a court of competent jurisdiction, the facility shall furnish the resident and his or her guardian, trustee, or conservator, if any, a complete and verified statement of all funds and other property to which this subsection applies, detailing the amount and items received, together with their sources and disposition. In any event, the facility shall furnish such statement annually and upon the discharge or transfer of a resident. Any governmental agency or private charitable	A 123		

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A 123	Continued From page 1	A 123		

agency contributing funds or other property to the account of a resident shall also be entitled to receive such statement annually and upon the discharge or transfer of the resident.
(5) Any personal funds available to facility residents may be used by residents as they choose to obtain clothing, personal items, leisure activities, and other supplies and services for their personal use. A facility may not demand, require, or contract for payment of all or any part of the personal funds in satisfaction of the facility rate for supplies and services beyond that amount agreed to in writing and may not levy an additional charge to the individual or the account for any supplies or services that the facility has agreed by contract to provide as part of the standard monthly rate. Any service or supplies provided by the facility which are charged separately to the individual or the account may be provided only with the specific written consent of the individual, who shall be furnished in advance of the provision of the services or supplies with an itemized written statement to be attached to the contract setting forth the charges for the services or supplies.

59A-36.013
(2) RESIDENT TRUST FUNDS. Funds or other property received by the facility belonging to or due a resident, including personal funds, must be held as trust funds and expended only for the resident's account. Resident funds or property may be held in one bank account if a separate written accounting for each resident is maintained. A separate bank account is required for facility funds; co-mingling resident funds with facility funds is prohibited. Written accounting procedures for resident trust funds must include income and expense records of the trust fund,

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A 123	Continued From page 2 including the source and disposition of the funds. This Statute or Rule is not met as evidenced by: Based on interview and record review, it was determined that, the facility failed to maintain an accurate record that itemized income and expense records of resident's funds for 2 out of 5 sampled residents (Resident #4 and #5). The findings included: In an interview on at 11:15 AM with the Administrator, she stated that she is the representative payee for Resident's #4 and #5's income. A request was made to the Administrator for Residents #4 and #5's bank account statements, or any documentation related to Residents #4 and #5 expenditures. The Administrator stated that she did not have a ledger, but she could create one during the time of the survey. The Administrator provided two documents for Residents #4 and #5 titled, "Residents cash collected for rental" and the facility's business bank account statement that reflects missing pages. In an interview on at 3:50 PM with the Administrator, she stated that she had not increased the monthly rate for all 5 residents that reside at the facility. 1) A review of the document titled, "Residents cash collected for rental" provided by the Administrator for the months of through revealed the following concerns: a) No running balances per transaction. b) No documentation of expenditures with amounts.	A 123		

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A 123	Continued From page 3 c) Rental amounts were not accurate (Resident #4 paid $3,277 and Resident #5 paid $3,500). 2) A review of Residents #4 and #5's facility's Contract Agreements with the monthly rates documented as follows: a) Resident #4 monthly rental rate was $ 943.00/ 429.00 plus Medicaid (1900). b) Resident #5 monthly rental was $1,600 plus Medicaid (1900). A record review for Resident #5 revealed a monthly rental increase of $ 4,500.00 was signed only by the Administrator. 3) A review of the facility's business bank statements dated through provided by the Administrator revealed the following concerns: a) Social Security SSA deposit on for $1,705.00 b) Social Security SSI deposit on for $ 967.00 c) An online transfer on for $ 2,600.00 d) An online transfer on for 1,702.00 e) An overdraft item fee on for $ 36.00 f) A zero balance on g) A deposit of $ 100.00 on h) A payment from Zelle for $1.00 on i) A social security SSI deposit on 11/12/2024 for $ 2,829.00 j) A social security SSA deposit on 11/13/2024 for$ 4,989.00 k) An online transfer on for $3,000.00 l) An online transfer on for$4,989.00 m) A Social Security SSI deposit on 11/29/2024 for $943.00 In an interview conducted on at approximately 3:55 PM with the Administrator,	A 123		

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A 123	Continued From page 4 she stated that the documents that she provided to the Agency are all she had for Resident #4 and #5 at that time. No additional documentation was provided during the survey. She acknowledged the findings. Class III	A 123		
A 167	59A-36.018 FAC; 429.24 FS Resident Contracts 59A-36.018 Resident Contracts. (1) Pursuant to section 429.24, F.S., the facility must offer a contract for execution by the resident or the resident's legal representative before or at the time of admission. The contract must contain the following provisions: (a) A list of the specific services, supplies and accommodations to be provided by the facility to the resident, including limited nursing and extended congregate care services that the resident elects to receive; (b) The daily, weekly, or monthly rate; (c) A list of any additional services and charges to be provided that are not included in the daily, weekly, or monthly rates, or a reference to a separate fee schedule that must be attached to the contract; (d) A provision stating that at least 30 days written notice will be given before any rate increase; (e) Any rights, duties, or ␣ of residents, other than those specified in section 429.28, F.S.; (f) The purpose of any advance payments or deposit payments, and the refund policy for such advance or deposit payments; (g) A refund policy that must conform to section 429.24(3), F.S.; (h) A written bed hold policy and provisions for terminating a bed hold agreement if a facility	A 167		

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A 167	Continued From page 5 agrees in writing to reserve a bed for a resident who is admitted to a nursing home, health care facility, or , , facility. The resident or responsible party must notify the facility in writing of any change in status that would prevent the resident from returning to the facility. Until such written notice is received, the agreed upon daily, weekly, or monthly rate may be charged by the facility unless the resident's medical condition prevents the resident from giving written notification, such as when a resident is comatose, and the resident does not have a responsible party to act on the resident's behalf; (i) A provision stating whether the facility is affiliated with any religious organization and , if so, which organization and its relationship to the facility; (j) A provision that, upon determination by the administrator or health care provider that the resident needs services beyond those that the facility is licensed to provide, the resident or the resident's representative, or agency acting on the resident's behalf, must be notified in writing that the resident must make arrangements for transfer to a care setting that is able to provide services needed by the resident. In the event the resident has no one to represent him or her, the facility must refer the resident to the social service agency for placement. If there is disagreement regarding the appropriateness of placement, provisions outlined in section 429.26(8), F.S., will take effect; (k) A provision that residents must be assessed upon admission pursuant to subsection 59A-36.006(2), F.A.C., and every 3 years thereafter, or after a significant change, pursuant to subsection (4), of that rule; (l) The facility's policies and procedures for self-administration, assistance with	A 167		

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A 167	Continued From page 6 self-administration, and administration of medications, if applicable, pursuant to rule 59A-36.008, F.A.C. This also includes provisions regarding over-the-counter (OTC) products pursuant to subsection (8) of that rule; and, (m) The facility's policies and procedures related to a properly executed DH Form 1896, (2) The resident, or the resident's representative, must be provided with a copy of the executed contract. (3) The facility may not levy an additional charge for any supplies, services, or accommodations that the facility has agreed by contract to provide as part of the standard daily, weekly, or monthly rate. The resident or resident's representative must be furnished in advance with an itemized written statement setting forth additional charges for any services, supplies, or accommodations available to residents not covered under the contract. An addendum must be added to the resident contract to reflect the additional services, supplies, or accommodations not provided under the original agreement. Such addendum must be dated and signed by the facility and the resident or resident's legal representative and a copy given to the resident or resident's representative. 429.24 FS (1) The presence of each resident in a facility shall be covered by a contract, executed at the time of admission or prior thereto, between the licensee and the resident or his or her designee or legal representative. Each party to the contract shall be provided with a duplicate original thereof, and the licensee shall keep on file in the facility all such contracts. The licensee may not destroy or otherwise dispose of any such contract until 5 years after its expiration.	A 167		

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A 167	Continued From page 7 (2) Each contract must contain express provisions specifically setting forth the services and accommodations to be provided by the facility; the rates or charges; provision for at least 30 days' written notice of a rate increase; the rights, duties, and . . . of the residents, other than those specified in s. 429.28; and other matters that the parties deem appropriate. A new service or accommodation added to, or implemented in, a resident's contract for which the resident was not previously charged does not require a 30-day written notice of a rate increase. Whenever money is deposited or advanced by a resident in a contract as security for performance of the contract agreement or as advance rent for other than the next immediate rental period: (a) Such funds shall be deposited in a banking institution in this state that is located, if possible, in the same community in which the facility is located; shall be kept separate from the funds and property of the facility; may not be represented as part of the assets of the facility on financial statements; and shall be used, or otherwise expended, only for the account of the resident. (b) The licensee shall, within 30 days of receipt of advance rent or a security deposit, notify the resident or residents in writing of the manner in which the licensee is holding the advance rent or security deposit and state the name and address of the depository where the moneys are being held. The licensee shall notify residents of the facility's policy on advance deposits. (3)(a) The contract shall include a refund policy to be implemented at the time of a resident's transfer, discharge, or . . . (b) If a licensee agrees to reserve a bed for a	A 167		

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A 167	Continued From page 8 resident who is admitted to a medical facility, including, but not limited to, a nursing home, health care facility, or , , facility, the resident or his or her responsible party shall notify the licensee of any change in status that would prevent the resident from returning to the facility. Until such notice is received, the agreed-upon daily rate may be charged by the licensee. (c) The purpose of any advance payment and a refund policy for such payment, including any advance payment for housing, meals, or personal services, shall be covered in the contract. (4) The contract shall state whether or not the facility is affiliated with any religious organization and, if so, which organization and its general responsibility to the facility. (5) Neither the contract nor any provision thereof relieves any licensee of any requirement or imposed upon it by this part or rules adopted under this part. (6) In lieu of the provisions of this section, facilities certified under chapter 651 shall comply with the requirements of s. 651.055. (7) Notwithstanding the provisions of this section, facilities which consist of 60 or more apartments may require refund policies and termination notices in accordance with the provisions of part II of chapter 83, provided that the lease is terminated automatically without financial penalty in the event of a resident's or relocation due to , , hospitalization or to medical reasons which necessitate services or care beyond which the facility is licensed to provide. The date of termination in such instances shall be the date the unit is fully vacated. A lease may be	A 167		

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A 167	Continued From page 9 substituted for the contract if it meets the disclosure requirements of this section. For the purpose of this section, the term "apartment" means a room or set of rooms with a kitchen or kitchenette and lavatory located within one or more buildings containing other similar or like residential units. This Statute or Rule is not met as evidenced by: Based on record review and interview, it was determined, the facility failed to provide a readily available resident contract that reflects the current monthly rate for 5 out of 5 Residents. The findings included: A record review of the Residents monthly rate contract agreement with the facility reflected the following: a) Resident #1 $927 plus Medicaid b) Resident #2 $1,762 plus Medicaid c) Resident #3 $760.00 plus Medicaid d) Resident #4 $943.00/429.00 plus Medicaid e) Resident #5 $1,600 plus Medicaid In an interview on at 12:20 PM with the Administrator, she stated that she did not know that she had to write the full monthly rate payments on the residents Contract Agreement with the facility. This surveyor asked the Administrator to provide documentation to reflect the monthly Medicaid amount that she received for each resident that resides at the facility. The Administrator verbally stated $1,900.00. No additional documentation was provided during the survey. She acknowledged the findings.	A 167		