STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER IDENTIFICATION NUMBER:	(X3) DATE SURVEY COMPLETED
	AL11963806	09/03/2013
NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE	
Ormond In The Pines	101 Clyde Morris Blvd Ormond Beach, FL 32174	
SUMMARY STATEMENT OF DEFICIENCIES (FINDINGS PRECEDED BY TAG AND REGULATORY IDENTIFYING INFORMATION)		

List of Tags Cited:
St - A - 0000 - - Initial Comments
St - A - 0052 - 58a-5.0185(3) Fac - Medication - Assistance With Self-Admin S-S= D
St - A - 0167 - 58a-5.025(1) Fac - Resident Contracts S-S= D

Specific Tag Findings:

0000-Initial Comments
An unannounced licensure complaint survey, CCR #2013008125 and CCR #2013007191, was conducted on . . . . . Ormond in the Pines had deficiencies found at the time of the visit.

0052-Medication - Assistance with Self-Admin 58A-5.0185(3) FAC
Based on observation of medication pass and employee interview, the facility failed to follow procedures for assisting residents with self-administration of medication as specified in Florida Statute 429.256 for 1 of 2 sampled residents during medication pass (Resident #2).

The findings include:

Medication pass was observed on at 9:05 AM. Med Tech #1 was assisting Resident #2 with morning medications. Med Tech #1 sanitized her hands and removed the following medications from the medication cart for Resident #2: 10 milligrams (mg) 1 tablet Once Daily (QD); 100mg 1 tablet Three Times Daily (TID); 20mg 1 tablet QD; 325mg 1 tablet QD and 10mg 1 tablet Twice Daily . She knocked on Resident #2's door and explained it was time to take his medication. She handed Resident #2 a medication cup with all of his medications listed above and watched him take them. At no time did Med Tech #1 let Resident #2 know what medications he received or what they were used for.

In an interview with Med Tech #1 on at 9:20 AM, she reported that she was trained in assistance with self-administration of medication. She confirmed that in the training, she was taught to tell the residents what medications they are taking and what ailment they were taking them for. She confirmed that she did not follow that process for Resident #2 because "he will forget and he doesn't understand".

In an interview with Resident #2 on at 9:43 AM, he reported "I don't know what I take or what it's for. They just give them to me". He reported that he would like to know what medications he is taking and what they are used for.

A review of Resident #2's chart revealed an admission date of . His Resident Health Assessment was completed on and the physician signed that his needs could be met at an ALF and that he required assistance with self-administration with medication.

Class III

0167-Resident Contracts 58A-5.025(1) FAC
Based on resident record review and staff interview, the facility failed to provide an accurate refund within 45

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days of discharge as specified in Florida Statute 429.24 for 1 of 3 sampled residents (Resident #1).

The findings include:

A review of Resident #1's file revealed an admission date of . Resident #1 signed an assisted living rental agreement on . The agreement stated that the total monthly fee equals $3670 a month. The base rent was $2590 with a section stating " other fees and discounts " at $1080 for a total of $3670. The agreement read that a 30 day notice to vacate the facility was required by either party. There was a residency service agreement dated signed by Resident #1. The residency and service agreement found that a one time fee of $2095 was due for a community fee and was non-refundable accept under the following conditions: 100% refundable if your agreement is terminated within 30 days of the effective date; 66% back if the agreement is terminated 31-60 days and 33% back if agreement is terminated 61-90 days after the effective date.

A unit billing move in sheet reflected that the resident moved in on . She was charged that one time $2095 community fee and prorated rent fee of $1047.50. There was an " incentives " savings of $977.67 which brought her total for rent and community fee to $2164.83. A review of the facility's financial records showed that on Resident #1 paid $2164.83.

A move out notice was found dated . The resident requested to move. The notice found that the resident would be responsible for rental charges through which was 30 days from the move out notice.

Resident #1's record reflected that she moved out on . The resident was responsible for rental payment through per the contracts 30 day notice clause. A review of the facility's financial records revealed that on Resident #1 paid $3670.00 for rent for 2012. On 2012, base rent was stated to be $2095 and assisted living costs were $1575. The facility's record shows that assisted living costs were stopped on . In an interview with the business office manager on at 2:55 PM, she reported that the last day of billing for the assisted living costs was because the resident was no longer physically at the facility. She reported that since the resident had already paid the full assisted living cost on 2012 that Resident #1 should have had a credit of $965.20.

In 2013, there were no payments on record for Resident #1. The resident owed a total of $540.64 for rental charges for 2013 through 2013. The credit of $965.20 minus the rental charges for 2013 of $540.64 totals a credit to Resident #1 of $424.56. In an interview with the Business Office Manager on at 2:55 PM, she confirmed the total for credit and refund due to Resident #1 as $424.56.

In an interview with the Business Office Manager on at 2:55 PM, she reported that Resident #1 qualified for a 66% refund of the community fee. She reported that the facility bases the days and categories according to the admission date and the contractual end date. This would have made Resident #1's dates through According to the Residency Agreement signed on by a representative from the facility and Resident #1, she was entitled to a 66% refund of the community fee, a total of $1353. The total refund amount Resident #1 was entitled to totaled $1777.56 (Credit of $424.56 for over payment of rent plus $1353 for the 66% of the community fee reimbursement). The facility's records revealed that Resident #1's family received a refund

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in the amount of $640.70 on . A refund of $29.70 was sent to Resident #1's family on . . The total refunded to Resident #1's family equaled $670.40. Resident #1 was not refunded $1107.16 for overpayment of assisted living costs and community fees.

In an interview with the Business Office Manager on . . at 3:30 PM, she confirmed that the facility owes Resident #1 $1107.16. She reported that she sends all correspondence and billing to her corporate headquarters in Oregon and they issue any refunds directly. She also confirmed that the facility did not provide a refund within 45 days for Resident #1. She confirmed that the facility did not have a refund policy in the residency agreement for Resident #1. She did report that the facility now has new contracts that specify the refund policy and includes a 45 day refund statement.

Class III

RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

2013

Administrator
Ormond in the Pines
101 Clyde Morris Blvd.
Ormond Beach, FL 32174

Re: CCR #2013008125 and CCR #2013007191

Dear Administrator:

This letter reports the findings of a state licensure complaint survey that was conducted on 2013 by a representative of this office.

Attached is the provider's copy of the State (5000-3547) Form, which indicates the deficiencies that were identified on the day of the visit. Section 408.811(4), Florida Statutes, requires that you correct these deficiencies within thirty days of the date of this letter unless the Agency has approved another timeframe. Staff from this office will conduct a review after **2013** to verify that the necessary corrections are in place to correct the deficiencies identified on your survey. **A recommendation for fines has been forwarded to Central Office in Tallahassee due to the failure to provide a refund in a timely manner.**

The Quality Assurance Questionnaire has long been employed to obtain your feedback following survey activity. This form has been placed on the Agency's website at http://ahca.myflorida.com/Publications/Forms.shtml as a first step in providing a web-based interactive consumer satisfaction survey system. You may access the questionnaire through the link under Health Facilities and Providers on this page. Your feedback is encouraged and valued, as our goal is to ensure the professional and consistent application of the survey process.

Thank you for the assistance provided to the surveyor. Should you have any questions please call this office at

Sincerely,

Keisha Woods, MPH
Health Facility Evaluator Supervisor
Division of Health Quality Assurance

JM/KW/sm
Enclosure

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