STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER IDENTIFICATION NUMBER:	(X3) DATE SURVEY COMPLETED
	AL11942812	07/10/2014
NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE	
Horizon Bay Vibrant Ret Living 449	730 South Osprey Avenue Sarasota, FL 34236	
SUMMARY STATEMENT OF DEFICIENCIES (FINDINGS PRECEDED BY TAG AND REGULATORY IDENTIFYING INFORMATION)		

List of Tags Cited:
St - A - 0030 - 58a-5.0182(6) Fac; 429.28 Fs - Resident Care - Rights & Facility Procedures S-S= D
St - A - 0167 - 58a-5.025 Fac - Resident Contracts S-S= D

Specific Tag Findings:
On [redacted] an unannounced Complaint Survey, CCR# 2014004947 was completed at Horizon Bay Vibrant Ret Living Assisted Living Facility (ALF).

The allegations were substantiated and deficiencies were identified.

The following is a description of non-compliance:

0030-Resident Care - Rights & Facility Procedures 58A-5.0182(6) FAC; 429.28 FS
Based on record review and interview, the facility failed to ensure the legal rights of the residents as ensured by the resident agreement were honored for 2 (Residents #2 and #3) of 6 sampled residents.

The findings include:

1. Record review for Resident #2 found the resident was sharing a unit with her husband. Record review found a resident agreement dated [redacted]. The record of Resident #2's billing history showed that her monthly rate was $650.00 plus $1145.00 for her personal service rate; plus $209.00 for personal solution fee, plus an additional $20.00 personal solution fee.

Record review found the resident expired on [redacted]. The total fees were $2024.00. Divided by 31 days in [redacted] the daily rate would be $65.29 x 24 days would be $1566.96. The resident's account was bill $2024.00 for the month of [redacted] and $2024.00 for the month of [redacted]. There was a total amount due in [redacted] of $4505.04. [redacted] a total credit of $3981.64 was made. There were no credits made to the account prior to [redacted]. This was beyond the 45 days due for the refund as provided in the resident's contract. Record review found the resident was also being charged $26.00 a month for a "pendent" charge. This fee is not noted in the resident's agreement as an extra fee. On [redacted] at 11:30 a.m. via telephone conversation the Administrator stated there was no addendum to the resident's contract listing the pendant fee.

2. Record review for Resident #3 found that she was admitted to the facility on [redacted]. The Resident's Agreement identifies Resident #3 as the 2nd occupant of the unit. Resident 3's husband is identified as the main occupant. Resident #3's monthly rate is $650.00. Her personal service rate is $1292.00 month. She went to the hospital on [redacted]. She returned to the facility on [redacted] and expired at the facility on [redacted]. The facility continued to charge the resident's husband for Resident #3's rate for the month of [redacted] and [redacted].

3. Contracts for Residents #2 and #3 have an "Exhibit C - Pharmacy Services Agreement." This states if the residents do not use the facility's preferred pharmacy they will be charged a fee which is set for in Exhibit X. On Exhibit X this fee is set as $250.00 month. This hinders the residents' right to choose their own vendor.

Class III

0167-Resident Contracts 58A-5.025 FAC
Based on record review and interview, the facility failed to execute a Resident Agreement which conforms to the requirement pursuant to section 429.24 of the Florida Statues for 2 (Residents #1 and #4) of 6 sampled residents.

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The findings include:

1. Record review for Resident #1 found he was admitted to the facility on At the time the resident was admitted to the facility it was an independent living community. The agreement was a "Retirement Community Lease." In section 6 it states "This Community consists of residential apartments ("Residential Apartments") for seniors who are capable of Independent Living; i.e., capable of providing for their own health care, mobility, medications, bathing, dressing and personal care needs. The Community is not intended as a substitute for an assisted living facility." The Lease Agreement states under section 10. "Termination of Agreement" sub section "A" states residents must give a 60 day notice prior to intent to vacate the community. Under Section "C" it states the operator can terminate the agreement with a 30 day notice.

2. Record review for Resident #4 found he was admitted to the facility on At the time the resident was admitted to the facility it was an independent living community. The agreement was a "Retirement Community Lease." In section 6 it states "This Community consists of residential apartments (:Residential Apartments") for seniors who are capable of Independent Living; i.e., capable of providing for their own health care, mobility, medications, bathing, dressing and personal care needs. The Community is not intended as a substitute for an assisted living facility." The Lease Agreement states under section 10. "Termination of Agreement" sub section "A" states residents must give a 60 day notice prior to intent to vacate the community. Under Section "C" it states the operator can terminate the agreement with a 30 day notice.

On at 2:30 p.m., the Administrator stated Resident #1 was living here prior to the current owners taking over the facility. Resident#1's contract was not updated. She stated Resident #4's has no other contract than the "Retirement Community Lease" agreement.

Class III

RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

, 2014

Administrator
Horizon Bay Vibrant Ret Living 449
730 South Osprey Avenue
Sarasota, FL 34236

RE: CCR #2014004947

Dear Administrator:

This letter reports the findings of a complaint survey that was conducted on , 2014 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 to verify that the necessary corrections are in place to correct the deficiencies identified on your survey.

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 (239) 335-1315.

Sincerely,

Harold D. Williams
Field Office Manager

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Enclosure: State Form

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