STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X3) DATE SURVEY COMPLETED
	AL11967795	03/16/2017
NAME OF PROVIDER OR SUPPLIER **ANGUILLA CAY SENIOR LIVING**	STREET ADDRESS, CITY, STATE, ZIP CODE **1021 NORTH RIDGE ROAD** **LANTANA, FL 33462**	

SUMMARY STATEMENT OF DEFICIENCIES
(FINDINGS PRECEDED BY TAGS AND REGULATORY IDENTIFYING INFORMATION)

0000 - Initial Comments

A monitoring visit was conducted from to . The Anguilla Cay Senior Living assisted living facility (license #11772) was found not to be in compliance during this visit.

0025 - Resident Care - Supervision - 429.26(7) FS; 58A-5.0182(1) FAC

Based on observation, interview and record review, the facility failed to provide adequate assisted living services to 2 out of 2 residents (residents #7 and 8) by not properly supervising the level of personal care the residents required to promote their health, safety and well-being.

The findings include:

In an observation on at 11:05am, resident #7 walked and propelled resident #8 while she was sitting on her wheelchair from the courtyard area outside the dining the patio behind the dining . In an interview with resident #7 at this time, he stated that he was used to assisting resident #8 with transfers and ambulation by himself because there were no facility staff members around to assist him or resident #8. He also stated that he sometimes felt unsteady while he assisted resident #7 with transfers and ambulation because he felt he sometimes needed physical assistance himself.

Review of resident #7's health assessment dated on indicated that the resident was diagnosed with ataxia, , and , incontinence, and he required assistance with ambulation, bathing and transferring. Review of resident #8's health assessment dated on indicated that the resident was diagnosed with ataxia, , osteoarthritis and , and she required assistance with ambulation, bathing, dressing, , toileting and transferring.

In an interview with the administrator on at 11:45am, he stated that was not aware about the level of personal assistance residents # 7 and 8 required, and he was aware that resident #7 often assisted resident #8 with transfers and ambulation while she was in her wheelchair.

Class III

0160 - Records - Facility - 58A-5.024(1) FAC

Based on record review and interviews, the assisted living facility failed to maintain an up-to-date admission and discharge log for all residents. Specifically, the facility failed to document the discharge date for 2 of 8 sampled residents (resident #5 & #6) and did not document the admission date for 1 of 8 sampled residents (resident #7).

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Findings include:

A review of the facility's admission and discharge log on showed that the facility did not document resident #5 and #6's discharge dates. In addition, the admission and discharge log did not document the admission date for resident #7.
In an interview with the administrative assistant on at 9:45 AM, she stated that resident #5 was discharged from the facility on .

In an interview with the facility administrator on at 10:15 AM, he stated resident #6 was admitted to the facility on and discharged in 2016. In an observation at this time, the facility administrator looked in the admission and discharge log and stated that there was no discharge date for resident #6.

In an interview with the facility administrator on at 10:20 AM, he stated resident #7 moved into the facility on , but that resident #7 was not listed in the admission and discharge log.

Class III

0167 - Resident Contracts - 58A-5.025 FAC

Based on record review and interview, the facility did not properly execute 5 out of 5 resident contracts (residents #1,2, 3, 4 and 9) based on its monthly fees and transfer provisions.

The findings are:

Review of resident #1's record indicated that the resident and the facility entered into an assisted living residential agreement on . Review of this agreement indicated that the resident was charged $2500.00 per month to live and receive assisted living services in the facility. Review of this agreement's page 11, under "transfer for more appropriate care", indicated that the facility was not designed to provide "higher levels of care" or skilled nursing care to the resident and that the resident may not remain in the facility if applicable laws did not allow for the resident to remain in the facility.

Review of resident #1's record indicated that the resident and the facility entered into an assisted living residential agreement on . Review of this agreement indicated that the resident was charged $2500.00 per month to live and receive assisted living services in the facility. Further review of this agreement indicated that the resident was to be transferred from to A within the facility and that it contained a total of 8 pages, numbered as pages 3, 4, 5, 20, 21, 23, 34 and 35. Further review of the facility's records indicated that there was no additional documentation or addenda to reflect

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that resident #1 was notified to be charged by the facility while the resident was not living in the facility or charged a greater amount than the agreements dated on or .

In an interview with the administrator on at 11:40am, he stated that resident #1's agreement was not modified since the Agency's inspection on , the resident was owed a refund from the facility based on the agreements signed by both parties on and , and he did not know the exact amount to be reimbursed to the resident. In an interview with the facility owner/licensee on at 11:45am, he stated that the facility had not reimbursed resident #1 any amount and he was considering of refunding the resident a partial amount from what was overpayed to the facility after the resident was discharged to a nursing home in , 2015.

Review of resident #2's record indicated that the resident and the facility entered into an assisted living residential agreement on . Review of this agreement indicated that the resident was charged $1000.00 per month to live and receive assisted living services in the facility. Further review of the facility's records indicated that there was no additional documentation or addenda to reflect that resident #2 was notified to be charged a greater amount than the original agreement dated on .

In an interview with the owner/licensee on at 11:50am, he stated that resident #2 was discharged from the facility about a month ago and that she decided to move out of the facility to live with her boyfriend. He stated that resident #2's agreement was not modified since the Agency's inspection on and the facility did not refund the resident for the difference in the amount that was charged, $1325.00 per month, compared to the contractual amount, $1000.00 per month. In an interview with the administrator at this time, he stated that the facility did not notify in writing to the resident that she was to be charged $1325.00 per month to live there after .

Review of resident #3's record indicated that the resident and the facility entered into an assisted living residential agreement on . Review of this agreement indicated that the resident was charged $2450.00 per month to live and receive assisted living services in the facility. Review of the agreement addendum dated on indicated that the resident was charged by the facility $2200.00 per month from 2012 forward. Further review of the facility's records indicated that there was no additional documentation or addenda to reflect that resident #3 was notified to be charged a greater amount than the addendum agreement dated on or that any of the agreement stipulations were breached so that a different amount was charged to the resident.

Review of the facility resident monthly invoices dated in 2015, 2015, 2015, 2015, 2015, 2015, 2015, indicated that resident #3 was charged and paid $2515.00 to the facility for each of these months. Review of the facility invoices dated on ,

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, and indicated that the facility billed the resident $2555.00, $2545.00, $2525.00 and $2525.00 respectively.

In an interview with the owner/licensee on at 11:55am, he stated that resident #3's agreement was not modified since the Agency's inspection on , the facility did not notify the resident in writing to reflect the $2515.00 monthly charges and the facility did not refund the resident for the differences in the amount it charged compared to the contractual amount. In an interview with the administrator at this time, he stated that the resident was charged $2515.00 per month and this was not the amount on the resident agreement.

Review of resident #4's record indicated that the resident and the facility entered into an assisted living residential agreement on . Review of this agreement indicated that the resident was charged $2700.00 per month to live and receive assisted living services in the facility. Further review of the facility's records indicated that there was no additional documentation or addenda to reflect that resident #4 was notified to be charged a greater amount than the original agreement dated on .

Review of the facility invoice dated on indicated that resident #4 was charged $2725.00 per month to live in the facility.

In an interview with the owner/licensee on at 12:00pm, he stated that resident #4's agreement was not modified since the Agency's inspection on and the facility did not refund the resident for the differences in the amount it charged compared to the contractual amount.

Review of resident #9's record indicated that the resident and the facility entered into an assisted living residential agreement on . Review of this agreement indicated that the resident was charged $2250.00 per month to live and receive assisted living services in the facility. Further review of the facility's records indicated that there was no additional documentation or addenda to reflect that resident #9 was notified to be charged a greater amount than the original agreement dated on .

Review of the facility invoice dated on indicated that resident #9 was charged $2375.00 per month to live in the facility.

In an interview with the administrator on at 12:40pm, he stated that resident #9's agreement did not have any addenda to represent the increased amount the facility charged the resident on and that the facility did not refund the resident for the difference in the amount it charged compared to the contractual amount.

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Class III