| STATEMENT OF DEFICIENCIES | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: | (X3) DATE SURVEY COMPLETED |
|---|---|---|
| | **AL11967855** | **05/03/2017** |
| NAME OF PROVIDER OR SUPPLIER<br>**A TOUCH OF CLASS ADULT CARE** | STREET ADDRESS, CITY, STATE, ZIP CODE<br>**537 SW WHITMORE DRIVE**<br>**PORT SAINT LUCIE, FL 34984** | |

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

**0000 - Initial Comments**

An unannounced Complaint investigation (CCR #2017001887) was conducted on , 2017 and , 3, 2017 at A Touch Of Class Adult Care (License #11837). The facility had deficiencies identified at the time of the survey.

**0167 - Resident Contracts - 58A-5.025 FAC**

Based on record review and interviews, the facility failed to refund the daily prorated amount owed to 3 out of 3 sampled residents (Residents #1, #2 and #3) within 45 days after the residents vacated their for medical reasons and/or .

The findings included:

a) Resident #1 was admitted to the facility on . The resident was transferred out of the facility on for medical reasons and expired on .

On , the contract and financial records for Resident #1 were reviewed with the Administrator. The contract dated documented a "deposit is required" with the amount documented (equal to a month's charges). The final bill for , 2017 showed the resident's representative was charged the monthly service or "rent" fee for , with no prorated amount discounted from the resident's discharge date of (for medical reasons).

The Administrator was interviewed at 2:00 PM on and acknowledged that the resident left for medical reasons, and expired on . No written notice of termination was required as the resident left for medical reasons and did not return (no bed hold was requested). She stated the resident's representative had agreed to the facility keeping the resident's deposit since the resident's furniture was left at the facility. Upon request, there was no documentation to show this agreement. She stated she was not aware of the requirement that a prorated amount of the monthly fee was required to be refunded in the event of or discharge due to medical reasons.

Interview with the resident's representative on at 2:20 PM revealed the resident was transferred out of the facility for medical reasons, to hospice and had expired on .17. The representative stated he had not received a refund, including the deposit made on admission (equal to a month's charges) or the prorated amount for the last month ( , 2017) that was paid in full. He stated he had attempted to contact the Administrator for the refund but was unsuccessful.

The representative was not provided a refund within 45 days of discharge of the resident for any unused

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portion of the month of , 2017, or for the deposit held by the facility. Additionally, there was no documentation to show the facility was making a claim against any unused portion of the amount due to be refunded.

b) Resident #2 was admitted to the facility on . The resident was transferred out of the facility on to hospice for medical reasons and later expired.

On , the contract and financial records for Resident #2 were reviewed with the Administrator. The contract dated documented a "deposit is required" with the amount documented (equal to a month's charges). The final bill for 2016 showed the resident's representative was charged the monthly service or "rent" fee for , with no prorated amount discounted from the resident's discharge date of (for medical reasons).

The Administrator was interviewed at 2:00 PM on and acknowledged that the resident left for medical reasons to hospice on . No written notice of termination was required as the resident left for medical reasons and did not return (no bed hold was requested). She stated the resident's representative had agreed to the facility keeping the resident's deposit since the resident's furniture was left at the facility. Upon request, there was no documentation to show this agreement. She stated she was not aware of the requirement that a prorated amount of the monthly fee was required to be refunded in the event of or discharge due to medical reasons.

Interview with the resident's representative on at 6:00 PM revealed the resident was transferred out of the facility for medical reasons, to hospice and had expired. The representative stated she had not received a refund, including the deposit made on admission (equal to a month's charges) or the prorated amount for the last month ( 2016) that was paid in full. She stated she had "forgotten about the deposit until yesterday" and "misunderstood the 2016" bill showing the full month of charged.

The representative was not provided a refund within 45 days of discharge of the resident for any unused portion of the month of 2016, or for the deposit held by the facility. Additionally, there was no documentation to show the facility was making a claim against any unused portion of the amount due to be refunded.

c) Resident #3 was admitted to the facility on . The resident was transferred out of the facility on to hospice for medical reasons, and expired on the same date.

On , the contract and financial records for Resident #3 were reviewed with the Administrator. The

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contract dated documented a "deposit is required" with the amount documented (equal to a half a month's charges). The final bill for 2016 showed the resident's representative was charged the monthly service or "rent" fee for , with no prorated amount discounted from the resident's discharge date of (for medical reasons).

The Administrator was interviewed at 2:00 PM on and acknowledged that the resident left for medical reasons to hospice on , and expired on the same date. No written notice of termination was required as the resident left for medical reasons and did not return (no bed hold was requested). She stated the resident's representative was refunded the deposit amount only. She stated she was not aware of the requirement that a prorated amount of the monthly fee was required to be refunded in the event of or discharge due to medical reasons.

Interview with the resident's representative on at 2:25 PM revealed the resident was transferred out of the facility for medical reasons, to hospice and had expired on the same date. The representative stated he had received a refund of the deposit made on admission (equal to half a month's charges), but had not received a refund of the prorated amount for the last month ( 2016) that was paid in full. He stated he was not aware of the refund required for the prorated amount of the last month the resident had expired.

The representative was not provided a refund within 45 days of discharge of the resident for any unused portion of the month of 2016. Additionally, there was no documentation to show the facility was making a claim against any unused portion of the amount due to be refunded.

As required, the contract in force for Residents #1, #2 and #3 documented "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....In case of or discharge due to medical reason, including mental health, the notice of termination requirement in the contract is waived and all refunds should be prorated...".

The Refund Policy provisions for contracts in Chapter 429.24(3)(a), Florida Statutes, 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. The termination date shall be the date the unit is vacated by the resident and cleared of all personal belongings. Notice of relocation requirements do not pertain to discharges due to or medical reasons.

During interview with the Administrator on at 2:50 PM, she acknowledged she had not refunded

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the prorated amount for the monthly charges for residents discharged due to medical reasons or as she was not aware this was required. She had not refunded the initial admission deposits for Residents #1 or #2. She stated the representatives left furniture at the facility for which she would charge for, but had no documentation to show the representatives were charged any amount for furniture left at the facility following the residents' deaths. There was no documentation available for review to show the representatives were notified of additional charges for furniture left at or given to the facility. The facility provided no additional documentation for review at this time.

Class III