STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X3) DATE SURVEY COMPLETED
	AL11969303	**04/17/2018**
NAME OF PROVIDER OR SUPPLIER **POET'S WALK SARASOTA**	STREET ADDRESS, CITY, STATE, ZIP CODE **5851 N HONORE AVE** **SARASOTA, FL 34231**	

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

0000 - Initial Comments

An announced initial licensure survey was conducted on at Poet's Walk Sarasota, an assisted living facility, in Sarasota, FL.

The following is a description of the deficiencies found at the time of the visit.

0009 - Admissions - Admission Package - 58A-5.0181(3) FAC; 400.0078(2)

Based on record review and interview, the facility failed to ensure the admission packet contained all required information.

The findings included:

1. On , record review revealed the admission packet lacked the following documentation:
a. Admission , retention and discharge policy lacked complete admission, retention and discharge information.
b. The Limited Nursing Services of the handbook did not include the services for anti-stockings and which was included in the Limited Nursing Services policy.
c. The Policy in the handbook lacked the process to be followed.
d. The Housekeeping and Laundry section did not refer to Exhibit 2 for the costs of extra housekeeping or laundry services.
e. The Dining Services did not list the diets which the facility would provide; nor did it define the facility's procedures for nutritional supplements or refer to Exhibit 2 for costs.
f. Under Resident Suites the handbook did not list the furnishings the facility would be providing.
g. Under Additional Services, the list of Activities of Daily Living did not include toileting.
h. Under Beauty and Barber the handbook did not refer to Exhibit 2 for costs, nor inform the resident they would be directly responsible to pay the cost to the salon at the time of service.
i. Under Pharmacy and Medications the handbook did not describe the packaging style or the parameters for bringing the medications into the facility timely.
j. Under Transportation the handbook says there will be a nominal charge associated with the service , but Exhibit 2 page 1 includes "Transportation for scheduled community event/facility outings/doctor appointments, etc" as a Core Service while on page 2 Health Care Transportation is $2.00 per mile (after the first 5 miles).
k. Under Tray Service it does not direct the resident to Exhibit 2 for the cost of tray service.
l. Under Management it does not list the administration schedule.
m. Under Assistance with Medication it shows "Resident hereby understands and agrees to have

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trained, unlicensed residence staff provide Resident with assistance in self-administration of medications, in accordance with state law requirements" yet 2 paragraphs below it shows "Medications administered by the Community's Nurse shall:...Be administered by licensed staff to ensure quality of care, ..." For the storage of medications the handbook continues that it "may be" the policy of the community to store all medications in a central location.... and "If this is the policy of the community..." Both statements are vague.\
n. Under Visitation the facility requires the visitor "must check in with the reception area and sign the Visitor's register" this conflicts with the Resident's right to unrestricted private communications .. and visiting with any persons of his or her choice between the hours of 9 a.m. and 9 p.m. granted by 429.28 Florida Statutes. Also the handbook says the doors will be locked during the evening hours, but does not give the time they will be locked.
o. Under the grievance procedure, the policy instructs the resident to "discuss the complaint with the staff person and supervisor" before going to the Executive Director. It does not refer the resident to the Long Term Care Ombudsman if unable to resolve the grievance.
p. Under Transfer and Discharge policy the handbook shows the reasons for a transfer or discharge include treatment of a [illegible] or [illegible] pressure [illegible], but does not include a [illegible] pressure [illegible] which is not healing. It shows written notification will be provided to the county welfare agencies, the ombudsman and Adult Protective Services of a decision to involuntarily discharge the resident from the facility.
q. Under Resident Fees & Credits, Community Fee: shows the community fee is 1 months rent and if moves to a different difference if higher is to be paid, but does not refund the difference if it is lower. The fee is refunded if the agreement is terminated prior to the resident taking possession of his/her suite, but allows for keeping $500.00 administrative fee. It does not explain the purpose of the community fee other than the $500.00 dollar administrative fee.
r. Under Medication Storage Policy #5. requires all medications coming into the building to be packaged "in accordance with our policy", but does not explain what the policy is, nor does it give time parameters for providing the medication to the facility.

2. On [illegible] from 10:00 a.m. to 2:00 p.m., the Executive Director/administrator agreed the handbook had confusing passages and did not provide clear direction to the residents. He also said the Community Fee was to ready the physical apartment's normal wear and tear before a move in.

Class III

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0078 - Staffing Standards - Staff - 58A-5.019(2) FAC

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Based on personnel records reviewed and staff interview, the facility filed to ensure each staff had a freedom from communicable statement in their personnel records for 5 (Staff A, B, C, E and F) of 6 records reviewed.

The findings included:

1. A review of Staff A, B, C, E and F's personnel records showed they were hired on , , , , and respectively. There was no documentation in their records showing communicable statements.

2. On at 9:50 a.m., the Director of Nurses Staff F reviewed these personnel records. She confirmed there were no communicable statements in these files.

Class III

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0081 - Training - Staff In-Service - 58A-5.0191(2) FAC

Based on personnel records reviewed and staff interview, the facility failed to ensure each staff received their required training for 5 (Staffs B, C, D, E and F) of 6 staff personnel records reviewed.

The findings included:

1. A review of direct care Staff B's personnel record showed she was hired on . Further review of her record showed on she had 30 minutes training in Activities of Daily Living (ADL) and behavior needs, emergency and preparedness training was done on with no documented time and on incident reporting training with no documented time.

2. A review of direct care Staff C's personnel record showed she was hired on . Further review of her record showed on she had one hour training in ADLs, on she had 30 minutes of behavior needs training, emergency preparedness training on with no time documented and on incident reporting with no time documented.

3. A review of administrator Staff D's personnel record showed he was hired on . His record showed there was no documentation he had training in elopement policy and emergency preparedness training. On there was documentation showing he had training in incident reporting but there was no documentation showing the length of time for this training.

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4. A review of licensed practical nurse Staff E's personnel record showed she was hired on . On documentation showed she had training in emergency preparedness and incident reporting. However, it did not show the time frame of these training's. On she had training in resident rights but there was no documentation of the time frame of this training. On she had training in /neglect/ , but was 30 minutes.

5. A review of Director of Nurses Staff F's personnel record showed she was hired on . Documentation in her record showed on she had training in emergency preparedness and incident reporting. However, there was no time documented for this training.

6. On at 3:15 p.m., the Director of Nurses Staff F reviewed these personnel records and confirmed these findings.

Class III

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0082 - Training - / - 58A-5.0191(3) FAC

Based on personnel records reviewed and staff interview, the facility failed to ensure each staff had the required 2 hours training in / (/) for 2 (Staffs B and C) of 6 staff personnel files reviewed.

The findings included:

1. A review of direct care Staff B's personnel record showed she was hired on . On she had training in / for 1.25 hours.
A review of direct care Staff C's personnel record showed she was hired on . On she had training in / for 1.25 hours.

2. On at 3:15 p.m., the Director of Nurses Staff F reviewed these personnel records and confirmed Staff B and C did not have the required 2 hour training for / .

Class III

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0090 - Training - - 58A-5.0191(11) FAC

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Based on personnel records reviewed and staff interview, the facility failed to ensure each staff had the required training for ( ) for 5 (Staff B, C, D, E and F) of 6 staff personnel files reviewed.

The findings included:

1. A review of direct care Staff B, C and Director of Nurses Staff F's personnel records showed they were hired on , and respectively. Their personnel records showed they had training in on . However, the training showed it was for 30 minutes and not one hour.

A review of administrator Staff D's personnel record showed he was hired on . There is no documentation in his personnel record showing he had training in the facility's policy.

A review of licensed practical nurse Staff E's personnel record showed she was hired on . However, the training showed it was for 30 minutes.

2. On at 9:50 a.m., the Director of Nurses Staff F reviewed these personnel records. She confirmed the documentation was either missing or not sufficient for the 1 our requirement.

Class III

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0093 - Food Service - Dietary Standards - 58A-5.020(2) FAC

Based on record review, observation, and interview, the facility failed to have a multiple cycle menu including therapeutic exchanges approved by a Florida registered dietitian.

The findings included:

On , a 1 week menu was observed outside of the dining . The menu had no therapeutic extensions for all meals.

Record review revealed the 1 week cycle was as observed.

On at 4:20 p.m., the Dietary Manager verified the cycle was only 1 week as the dietitian did not want to provide more until residents had been admitted. A cycle of 4 menus were next provided yet still lacked therapeutic exchanges or extension for the therapeutic meals the facility plan to provide.

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On at 4:20 p.m., the Regional Director verified the facility would provide a " friendly" diet as well as No Added Salt and No Consternated Sweets diets.

Class III

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0152 - Physical Plant - Safe Living Environ/Other - 58A-5.023(3) FAC

Based on facility staff interviews and observations, the facility failed to ensure resident and their environment are safe and all equipment are functional.

The findings included:

1. An initial tour was conducted on at 11:00 a.m. The following observations occurred during this initial tour:
- : Front door lock not working
- : Window release not working
- : Call light not working
- : Plaster in shower with sharp edges. Potential for injury
- : Shower head not at full capacity
- : Night light loose from wall located in .

During this initial tour the Director of Nurses Staff F was present and confirmed these observations.

2. 401 through 415 had large holes around the plumbing below the sinks in each .
This allowed for areas where vermin could live.
During the tour, the maintenance director verified all the had such areas under the sinks, and none of them had been covered or filled in.

Class III

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0167 - Resident Contracts - 58A-5.025 FAC; 429.24 FS

Based on record review and interview, the facility failed to ensure the contract contained all required elements per 429.24 Florida Statutes and 58A-5.025 Florida Administrative Code and was not confusing or vague thereby allowing residents and their responsible parties to understand the contract.

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The findings included:

On , the contract was reviewed. The contract did not contain the following:
a. The bed hold policy and termination of such;
b. Religious affiliation or lack there of;
c. Referral to Department of Children and Family Services if the resident was to be discharged and had no one to represent them;
d. services to be provided;
e. Call system;
f. Accomodations such as private shared bath, private bath or shared shared bath, and various common areas and outdoor gardens;
g. Social, leisure and educational activities;
h. Meals and therapeutic diets available;
i. Accounting for safekeeping of residents' personal funds not included on page 4;
j. Level of care explanation and the effect on services;
k. Medication administration;
l. Limited Nursing Services although the policy "Health Care Plan - Limited Nursing Services (LNS) - FL [Florida]"
was available but not made into an Exhibit.

The contract contain some language, but was found to be incomplete or on conflict:
a. Page 7 the Agency for Health care Administration Health Assessment Form 1823 is required every 3 years, rather than annually.
b. Section V. Financial Arrangements
B. Community Fee: contained no purpose for this advanced payment in the contract. Page 8 says it is a 1 time fee, yet, the contract and admission packet contained "Resident Fees & Credits," Community Fee: shows the community fee is 1 months rent and if the resident moves to a different , the difference if higher is to be paid, but does not refund the difference if it is lower. The fee is refunded if the agreement is terminated prior to the resident taking possession of his/her suite, but allows for keeping $500.00 administrative fee. It does not explain the purpose of the community fee other than the $500.00 dollar administrative fee.
C. Changes in Fees and Charges and D. Other Fees is repetitive.
G. Continued Payment Requirements: Speaks to a change in cost resulting from a change in the Resident's Service Plan, yet, the contract shows the fee as all inclusive except for charges noted on Exhibit 2.
H. Notification Requirements, did not include the 30 day prior notification time frame when the resident is no longer able to pay for the stay.

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I. Credits: notes Additional Services when only "Credit" would be meal credits after 7 days as the facility Core services covers all costs except Exhibit 2.
c. VI. Representations of the Resident and/or Responsible Party: provides for a 30 day notice of termination from the community to the resident. This is a direct conflict with 429.28 Florida Statue which requires the facility to give a 45 day notice.
d. VII. Term and Termination: B. Termination: Again provides for a 30 day notice of termination from the community to the resident. This is a direct conflict with 429.28 Florida Statue which requires the facility to give a 45 day notice.
Further the section, in the event of a medical emergency, allows the facility to terminate the agreement 14 calendar days after the Community receives a notice. This is in direct conflict with 429.24 Florida Statues which waves the notice for medical reasons and . The contract does not provide for any penalty if the Resident or responsible party leaves without notice.
D. Refund Policy: failed to include the written notice of damages and the 14 day time frame for the resident or responsible party to respond.
e. VII (Second section tabled VII), Liability and Release: D. Outside Services. Requires the Resident's third party provider to provide evidence of insurance, sign documents provided by the Community, and prevent the resident from hiring Community employees from direct services. This is in conflict of 429.28 Resident Rights. This section does not contain language about communication between third party providers and the Facility when communication about the resident's services, needs and changes in condition.
f. VIII Other Provisions: F Suite Alterations: speaks to requesting , accessible modifications, yet all are , assessable currently.
O. Advance Directives: does not speak to the Policy and Procedure.
g. Exhibit 2: Does not include:
1. the extra laundry and housekeeping charges from Handbook pages 6-7;
2. The cost of dietary supplements or specialized therapeutic diets;
3. Includes on page 2 a $2.00 per mile charge for health care transportation, which conflicts with page 1 of Exhibit 2.
4. Includes Beauty/Barber & Podiatry services, without a charge.
5. Includes Medical Supplies without a charge.
h. Trial Stay Addendum says "The resident Agreement is hereby amended as follows: The notice requirements for terminating the Agreement shall not apply to the Resident while on a trial stay at the Community. This is a conflict with 429.24 Florida Statutes which can not be waived.
i. Wait List Agreement which charges 1 month rent which is non-refundable, but may be applied toward first month rent, and a Prior Reservation Agreement which charges 1 month rent which is non-refundable, but may be applied toward first month rent.

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On from 10:00 a.m. to 2:00 p.m., the Executive Director/administrator agreed the Contract had confusing passages and did not provide clear direction to the residents. He also said the Community Fee was to ready the physical apartment's normal wear and tear before a move in. He said the Resident Service Plan had no barring on the all inclusive fee. He verified the only "Credit" would be a meal credit. He verified all are , adapted and the contract was borrowed from a sister facility which was not all inclusive. He verified the Beauty/Barber Service, and Podiatry service would be billed directly from the third party provider to the resident and would not go through the facilities billing. The Executive Director/administrator could not explain the difference between the Wait List Agreement and the Prior Reservation Agreement and when each would be used.

Class III

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Z816 - Background Screening-Compliance Attestation - 408.809(2)(a-c) FS

Based on personnel records reviewed, and staff interview, the facility failed to provide background screenings for 2 (Staffs E and F) of 6 personnel records reviewed.

The findings included:

1. A review of licensed practical nurse (LPN) Staff E's personnel record showed a background screening dated as eligible. A review of LPN Staff E's application showed work experience from through . There was no more work experience documented. LPN Staff E's hire date at this facility was . From the background screening dated to LPN Staff E's work experience dated shows more than a 90 day break in work. There was no other background screening documented in LPN Staff E's file.

On at 3:15 p.m., the Director of Nurses Staff F reviewed LPN Staff E's file and confirmed there was no updated background screening completed for LPN Staff E.

2. A review of Director of Nurses Staff F's personnel record showed she was hired on . There was a background screening competed but did not indicate she was eligible. The screening showed it had to be reviewed.

On at 3:15 p.m., the Director of Nurses Staff F reviewed her personnel record and confirmed her background screening was not competed.

Unclassified

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