STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X3) DATE SURVEY COMPLETED
	AL11965223	**05/23/2018**
NAME OF PROVIDER OR SUPPLIER **BROOKDALE LEESBURG 2**	STREET ADDRESS, CITY, STATE, ZIP CODE **710 SOUTH LAKE STREET** **LEESBURG, FL 34748**	

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

0000 - Initial Comments

On , 2018, an unannounced complaint # 2018004818 survey was conducted at Brookdale Leesburg 2 Assisted Living Facility (license # 9624), Leesburg, FL. Deficient practice was identified at the time of survey.

0168 - Resident Refund Policy - 429.24(3)(a) FS

Based on record review and interview, the facility failed to provide a prorated refund for 6 days based on the daily rate for any unused portion of payment beyond the termination date within 45 days after transfer for 1 of 3 residents sampled (resident #1).

Findings:

On , record review of email communications between resident #1's representative and the wellness coordinator and sales manager of Brookdale Leesburg II Assisted Living was conducted. Emails dated , , , , , , , , , indicated that the resident's representative informed the wellness coordinator and sales manager about transferring resident #1 to a nursing home facility.

At approximately 2:03 PM on , an interview was conducted with resident #1's representative by phone. During the interview resident #1 representative stated, she had notified the facility of resident #1's was moving out of the facility, but did not give a specific date. She stated: "We had conversations and emails with them (facility staff) to discuss about resident #'1 transfer."

On , record review of email communications indicated that on , resident #1's representative sent an email to the sales manager, stating that resident #1 moved out of the facility on . Refund was requested from to .

On , record review of email communications indicated that on , resident #1's representative sent an email to business office coordinator, stating: "I am writing to you since I haven't received a reply to e-mail to the former wellness and health coordinator, she stated that she would forward my email to you. Resident #1 was relocated to another facility on , 22; however, she was charged the service rate for the entire month of , instead of the pro-rated rate. Resident #1's representative is asking for a refund of the overpayment amount." (the resident #1 belongings were not removed until).

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On , a record review was conducted for resident #1 resident agreement. The refund policy in Section III. Rates, B- Basic Service Fee, 2- Refund on page 5 states: "We will refund a prorated share of the Basic Service Rate if this Agreement is terminated before the end of a month: a) following written notice in accordance with Section ; b) because you require care that is not offered by us; or c) by reason of . Refunds will be prorated (using 30.5 days to the Daily Rate) from the later of the termination date or the date by which you have vacated and all of your belongings are removed from the Community. For terminations pursuant to subsections (b) and (c) above, the termination date shall be the date the suite is vacated and cleared of all personal belongings. Unless prohibited by law, you agree we may offset such refunds by any amount due under the term of this Agreement. We will send an itemized list of any costs actually incurred and/or damages to the premises or suite, as well as any refunds due after deductions for such costs or damages, within forty-five (45) days to your last known address. You will respond within fourteen (14) calendar days of notification, to contest any of the damages included by us on the itemized list." Section . Terms and Conditions, B. Termination by Resident on page 6 reads: "You may terminate this Agreement upon thirty (30) days written notice to us. Termination occurs on the later of the end of the notice period or upon the removal of all of your personal belongings."

On , record review indicated that no refund was issued for resident #1 from the date of removal of resident #'1 belongings ( ) to .

At 1:22 PM, during an interview with Brookdale business office coordinator, he stated, he had not seen the emails and the attached refund request letter sent by resident #1's representative."

A record review indicated that resident #1's belongings were removed on by Serras Senior Transitions. Moving expenses was paid by resident #1's representative on .

The facility has to refund $1,186.2 to resident #1's representative.

Class III