STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X3) DATE SURVEY COMPLETED
	AL11968282	**06/28/2018**
NAME OF PROVIDER OR SUPPLIER **BRENTWOOD AT FORE RANCH**	STREET ADDRESS, CITY, STATE, ZIP CODE **4511 SW 48TH AVE** **OCALA, FL 34474**	

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

0000 - Initial Comments

An unannounced complaint investigation survey (CCR #2018008320 & CCR #2018009144) was conducted on at Fore Ranch Senior Housing LLC Assisted Living Facility (License #12234), Ocala, FL. Deficient practice was identified at the time of the survey.

0008 - Admissions - Health Assessment - 429.26(4-6) FS; 58A-5.0181(2) FAC

Based on record review and interview, the facility failed to ensure 1 of 6 sampled residents (Resident #4) was assessed by a psychiatrist, clinical psychologist, social worker or , , nurse, and determined appropriate to reside in an assisted living facility and failed to ensure such documentation was obtained and kept in the record within 30 days after admission to the facility.

Findings:

A record review of the facility's incident reports filed over the last 90 days indicated an incident involving Resident #4, which documented combative and violent behaviors, with known diagnoses of Bi-Polar and , ETOH/Tobacco .

Record review of Resident #4's medical records revealed a Certificate of Professional Initiating Involuntary Examination dated , which documents Resident #4 exhibits violent behavior and gets physically aggressive toward staff and is a threat to others at this point, signed by Resident #4's personal primary care physician. Further review of Resident #4's records revealed no evidence of an updated Health Assessment Form (1823) documenting a significant change in the resident's condition based on a "major shift in behavior or mood inconsistent with the resident's diagnosis or a deterioration" since the incident dated .

An interview was conducted with the Administrator on at 5:30 PM. She stated that Resident #4 came to the facility after being discharged from another assisted living facility because he would not adhere to policies related to smoking in his . She further stated he came to them with known behavioral issues as a result of his mental diagnoses, alchohol and tobacco . She stated Resident #4's behaviors had not been a problem until recently and confirmed that was why the health assessment did not reveal mental health diagnoses and then he had been given a 45-day notice. She stated she had not found any reason to get documentation from a mental health professional because Resident #4 had not given her reason to warrant such documentation.

Class III

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0165 - Risk Mgmt & QA; Adverse Incident Report - 429.23(1-4 & 6-10) FS; 58A-5.0241 FAC

Based on record review and interview, the facility failed to submit an adverse incident report to the Agency for the incident involving 1 of 6 sampled residents (Resident #4), which was reported to law enforcement.

Findings:

A review of the facility's incident file presented by the Administrator revealed a handful of written accounts of an incident involving Resident #4 on / 2018. Resident #4 physically struck the administrator, which resulted in a to her foot. The combative behaviors exhibited by Resident#4 placed others, staff and residents at risk, at which time law enforcement was called to conduct an investigation, and resulted in the resident's admission to a medical facility for an involuntary examination. This incident was unrelated to one previously reported to the Agency using the Adverse Incident protocol.

An interview was conducted with the Administrator on at 5:25 PM. When asked why she hadn't filed an Adverse Incident Report for the event that occurred on , she stated agency personnel advised her she didn't have to file another adverse incident for the event occurred on , because she had already sent one in involving the same resident a couple of weeks earlier. She further stated she has addressed the situation by issuing a 45-day notice to the resident.

Record review of Resident #4's medical records revealed a Certificate of Professional Initiating Involuntary Examination (CFMH 30526 Form) dated . An excerpt of the physician's note reads: "2nd event on involved violent behavior and physical aggression toward staff members - Resident is a threat to others at this point." In addition, this form indicates a box checked that documents "*There is substantial likelihood that without care or treatment the person will cause serious bodily harm to others".

Class III

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

Based on record review and interview, the facility failed to ensure that the resident or responsible party was issued a prorated refund based on the daily rate for any unused portion of payment beyond the termination date within 45 days for 3 of 3 residents (Resident #1, Resident #2, and Resident #3).

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Findings:

A record review of the residency agreement was conducted. Section II. Rates, D. Refund and Personal Belongings reads: "The resident is entitled to a prorated refund based on the daily Monthly Service Rate for any unused portion of a monthly 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 Community. For the purpose of this Section of the agreement, the termination date shall be the date the unit is vacated by the resident and cleared of all personal belongings and personal property of the resident. If the amount of such personal property does not preclude the Community from renting the unit, the Community may clear the unit and charge the resident or his or her estate for moving and storing the items at a rate equal to the actual cost to the Community, not to exceed twenty (20%) percent of the Basic Service Rate for the unit, provided that fourteen (14) days' advance written notification is provided by the Community. If the resident's possessions are not claimed within forty five (45) days after notification by the Community, it may dispose of them. Refunds will be prorated from the date of termination, regardless if resident vacates on or before such date. For terminations due to discontinued operations, the Community will prorate all charges as of the date on which the Community discontinues operation, and if any payments have been made in advance, the payments for services not received will be refunded to the resident or responsible party within ten (10) working days of closure of the Community. Unless prohibited by law, the resident agrees the Community may offset such refunds by any amount due under the terms of the agreement. The Community will send an itemized list of any costs actually incurred and/or damages to the premises or , as well as any refunds due after deductions for such costs or damages, within forty five (45) days to the resident's last known address. The resident will respond in writing within fourteen (14) calendar days of notification to consent any of the damages included by the Community on the itemized list.

A record review of Resident 1's medical record documents the date of of the resident as . Review of the resident's account summary provided by the Business Office Liasion showed the monthly contract rate of $5395 paid in full by the resident's responsible party on . There was no written documentation showing issuance of a prorated refund of $4675.66, based on the daily rate of $179.83 times the remaining 26 days in . A refund was due by .

A record review of Resident 2's medical record documents the date of of the resident as . Record review of the resident's account summary provided by the Business Office Liaison shows the monthly contract rate of $4180 paid in full by the resident's responsible party on . There was no written documentation showing issuance of a prorated refund of $3101.29, based on the daily rate of $134.84 times the remaining 23 days in . A refund was due by .

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A record review of Resident #3's medical record documents the date of of the resident as . Review of the resident's account activity provided by the Business Office Liasion shows the monthly contract rate of $4095 paid in full by the resident's responsible party on . Based on the daily rate of $146.25 times the remaining 15 days in , the prorated refund equals $1901.25. A refund was due by .

During an interview on at 5:58 PM, the responsible party of resident #3 stated his wife , on and all personal items were removed from the . He picked up a refund check at the facility on for $1596.00. He stated an additional $305.25 was owed.

During an interview on at 11:30 AM, the Business Office Liaison presented a copy of a check request form dated that was sent to their corporate office. It documented a $1596.00 refund check payable to the responsible party of Resident #3 was needed ASAP. The Business Office Liaison confirmed a check request form was not sent to their corporate office for Resident #1 and #2.

During an interview on at 5:40 PM, the Administrator confirmed a refund check for $1596.00 was requested on for the responsible party of Resident #3. The Administrator stated that based on documentation from the responsible party of resident #3, an additional $305.25 was still owed and would be refunded by . The Administrator stated the facility did not provide written notification of any claims against a refund to the responsible party of Resident #1, Resident #2 or Resident #3. The Administrator provided a copy of the facility's resident refund procedures which states prior to the issuance of a refund, the facility must complete a check request form, resident refund/loss request form, and a billing journal summary. The Administrator stated the refund procedures were not followed and the facility did not comply with the refund policy in the residency agreement. The Administrator stated the maintenance director did not document any cost of damages or the date the unit was cleared of all personal belongings, and was subsequently terminated.

Class III