STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X3) DATE SURVEY COMPLETED
	AL11969426	R 02/12/2019

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
SUNSHINE ASSISTED LIVING HOME CARE FACILITY	**1422 SE 23RD TERR** **CAPE CORAL, FL 33990**

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

0000 - Initial Comments

An announced revisit survey was conducted on thorugh at Sunshine Assisted Living Home Care Facility, an assisted living facility (license number pending) in Cape Coral, Florida.

This was a follow-up to the initial survey completed on .

The following is description of the deficiencies found at the time of the visit and subsequent desk review.

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

Based on record review and staff interview, the facility failed to develop a complete admission packet for distribution to residents and their responsible parties.

The findings included:

On review of the facility admission packet revealed the following:

1. The admission and retention criteria did not include the regulatory changes made in and further referenced "rules and regulations of the Department of Children and Family Services" rather than Department of Elder Affairs.
2. The "Exit Policy" documented the resident's responsible party and persons wanting to take the resident off-site must have the "permission" of the administrator and further required those authorized to remove a resident be listed on a form. This is in violation of Chapter 429.28 Florida Statutes Resident Bill of Rights.
3. The consent to release personal information was a one-time blanket release to "release personal and medical information, which is confidential, to other agencies, organizations, or entities that are directly involved in the appropriate care of the resident ...of this facility." This is in conflict with the residents' right to specify any person they wish to allow access to in writing. Instead it allows the administrator and any staff to determine who to release information to.
4. The Bed Hold Policy showed, "The maximum bed-hold period will be 45 days, which may be extended upon written approval of the ALF Administrator." The policy was incomplete and did not match page 7 of the facility contract.
5. The form "The Resident and Responsible Party, if any, agrees to: "included:" "3. Pay all fees and charges described in the agreement upon the terms agreed to there in. In the event we must take action to collect past due payments, Resident/Responsible Party agrees to pay the cost of such charge including reasonable attorney's fees." This was not included in the contract nor incorporated thereto.

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Further point number "6. Provide or be responsible for personal items of clothing and to make available personal spending money." That clause was not found in the contract under resident rights, duties and responsibilities. The clause did not make anyone responsible for resident supplies which the facility was not providing. The contract showed the facility was only responsible for "soap, toilet paper and toothpaste".
6. The stand-alone "Refund Policy" was incomplete and did not include all information required by Chapter 429.24 Florida Statutes, and did not match the contract.
7. The form "Facility Rules" item "2. All services provided to the resident by external representatives must be provided out of mealtimes and by ." This is in conflict with Chapter 429.28 Resident Bill of Rights for unrestricted private communication between the hours of 9:00 a.m. and 9:00 p.m. Item "7. During meal time, if the resident has a visitor, the visitor may share the mealtime with the resident, if it pleases him/her." is in conflict with page 4 of the contract, "All services provided to the resident by external representatives must be provided out of mealtimes."
8. The form "Reporting , Neglect, and " lacked a complete procedure. There was no procedure for who would report what to whom, when or how. Further the policy lacked any documentation procedure. This policy and procedure is required by 58A-5.0191 (3)(c) to be used as the basis for the 1 hour training required for all direct care staff.
9. The form "Arrangements" under Procedures: documents the facility will "arrange or provide transportation to and from these services [medical]" and "... we also arrange or provide transportation to and from these services." This form is in conflict with the contract which allows for arranging transportation only.
10. The form "Transportation of Residents to Medical " under Procedures included, "5. If the resident is either physically or mentally incapable of remaining at the physician's office without supervision, a nurse aide must be scheduled to accompany the resident." and "6. The services of the nurse's aide are considered part of their person care package offered by the ALF."
On at 10:00 a.m., the administrator said she did not know the clause of providing a staff person as escort to medical was in the form.
11. The Elopement procedure form did not include the daily requirment for staff to ensure those persons identification at risk for elopement have identification information, including resident's name, the facility's name, address, and telephone number.
On at 10:15 a.m., the administrator said she would likely have 1 person on duty in the evening and nights. She verified she had not adapted the procedure for her small ALF.
12. The form "Informed Consent to Assistance with Medication by Unlicensed Personnel" detailed those duties allowed under "Assistance with self-administration" but lacked the new duties currently allowed under Chapter 429.256 Florida Statues and Chapter 58A-5.0185 Florida Administrative Code.
13. The admission packet did not include the administration and housekeeping schedules.
14. The admission packet did not include the Control, Sanitation and Universal Precaution

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Policy and Procedure. This policy and procedure is required by 58A-5.0191 (3)(a) to be used as the basis for the 1 hour training required for all direct care staff.

On [redacted] at 2:22 p.m., the owner/administrator said oh my lord, I will have to speak to my consultant again. I don't know why everything is wrong. The consultant sent the papers at the time it was due and there was not time to review them before they were sent.

Class III

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

Based on record review and interview, the facility failed to have a contract which included all requirements under Chapter 429.024 Florida Statutes.

The findings included:

A review of the revised contract submitted on [redacted] revealed the following:
1. Page 1 of the contract said the facility had a cpacity of 165. The facility is applying for a capacity of 6.
2. Page 2 documented an administrative fee but did not include the purpose of the fee or the refundability of the fee.
3. Page 3 section 5 Refund, removed the paragraph about notifying the resident/responsible party when damages or any other claim is to be made against the refund, the written notification and the 14 day time frame for the resident or responsible party to respond before the claim is deducted from the refund.
4. Page 8 section 17 Medication, has an incomplete sentence, "Name of the facility will not provide" and does not speak to over-the-counter medications.

On [redacted] at 2:22 p.m., the owner/administrator said oh my lord, I will have to speak to my consultant again. I don't know why everything is wrong. The consultant sent the papers at the time it was due and there was not time to review them before they were sent.

Class III