Agency for Health Care Administration

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X2) MULTIPLE CONSTRUCTION	(X3) DATE SURVEY COMPLETED
	AL11970223	A. BUILDING: _____ B. WING _____	06/29/2026

NAME OF PROVIDER OR SUPPLIER	STREET ADDRESS, CITY, STATE, ZIP CODE
81 OAKS SENIOR LIVING	8000 HAWKINS RD SARASOTA, FL 34241

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
A 000	Initial Comments A complaint investigation for #2026010922 was conducted on at 81 Oaks Senior living in Sarasota, Florida. Deficiencies were identified at the time of the visit.. .	A 000		
A 167 SS=D	59A-36.018 FAC; 429.24 FS Resident Contracts 59A-36.018 Resident Contracts. (1) Pursuant to section 429.24, F.S., the facility must offer a contract for execution by the resident or the resident's legal representative before or at the time of admission. The contract must contain the following provisions: (a) A list of the specific services, supplies and accommodations to be provided by the facility to the resident, including limited nursing and extended congregate care services that the resident elects to receive; (b) The daily, weekly, or monthly rate; (c) A list of any additional services and charges to be provided that are not included in the daily, weekly, or monthly rates, or a reference to a separate fee schedule that must be attached to the contract; (d) A provision stating that at least 30 days written notice will be given before any rate increase; (e) Any rights, duties, or of residents, other than those specified in section 429.28, F.S.; (f) The purpose of any advance payments or deposit payments, and the refund policy for such advance or deposit payments; (g) A refund policy that must conform to section 429.24(3), F.S.; (h) A written bed hold policy and provisions for terminating a bed hold agreement if a facility agrees in writing to reserve a bed for a resident	A 167		

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A 167	Continued From page 1	A 167		

who is admitted to a nursing home, health care facility, or , , facility. The resident or responsible party must notify the facility in writing of any change in status that would prevent the resident from returning to the facility. Until such written notice is received, the agreed upon daily, weekly, or monthly rate may be charged by the facility unless the resident's medical condition prevents the resident from giving written notification, such as when a resident is comatose, and the resident does not have a responsible party to act on the resident's behalf;
(i) A provision stating whether the facility is affiliated with any religious organization and, if so, which organization and its relationship to the facility;
(j) A provision that, upon determination by the administrator or health care provider that the resident needs services beyond those that the facility is licensed to provide, the resident or the resident's representative, or agency acting on the resident's behalf, must be notified in writing that the resident must make arrangements for transfer to a care setting that is able to provide services needed by the resident. In the event the resident has no one to represent him or her, the facility must refer the resident to the social service agency for placement. If there is disagreement regarding the appropriateness of placement, provisions outlined in section 429.26(8), F.S., will take effect;
(k) A provision that residents must be assessed upon admission pursuant to subsection 59A-36.006(2), F.A.C., and every 3 years thereafter, or after a significant change, pursuant to subsection (4), of that rule;
(l) The facility's policies and procedures for self-administration, assistance with self-administration, and administration of

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A 167	Continued From page 2 medications, if applicable, pursuant to rule 59A-36.008, F.A.C. This also includes provisions regarding over-the-counter (OTC) products pursuant to subsection (8) of that rule; and, (m) The facility's policies and procedures related to a properly executed DH Form 1896, . (2) The resident, or the resident's representative, must be provided with a copy of the executed contract. (3) The facility may not levy an additional charge for any supplies, services, or accommodations that the facility has agreed by contract to provide as part of the standard daily, weekly, or monthly rate. The resident or resident's representative must be furnished in advance with an itemized written statement setting forth additional charges for any services, supplies, or accommodations available to residents not covered under the contract. An addendum must be added to the resident contract to reflect the additional services, supplies, or accommodations not provided under the original agreement. Such addendum must be dated and signed by the facility and the resident or resident's legal representative and a copy given to the resident or resident's representative. 429.24 FS (1) The presence of each resident in a facility shall be covered by a contract, executed at the time of admission or prior thereto, between the licensee and the resident or his or her designee or legal representative. Each party to the contract shall be provided with a duplicate original thereof, and the licensee shall keep on file in the facility all such contracts. The licensee may not destroy or otherwise dispose of any such contract until 5 years after its expiration.	A 167		

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A 167	Continued From page 3 (2) Each contract must contain express provisions specifically setting forth the services and accommodations to be provided by the facility; the rates or charges; provision for at least 30 days' written notice of a rate increase; the rights, duties, and of the residents, other than those specified in s. 429.28; and other matters that the parties deem appropriate. A new service or accommodation added to, or implemented in, a resident's contract for which the resident was not previously charged does not require a 30-day written notice of a rate increase. Whenever money is deposited or advanced by a resident in a contract as security for performance of the contract agreement or as advance rent for other than the next immediate rental period: (a) Such funds shall be deposited in a banking institution in this state that is located, if possible, in the same community in which the facility is located; shall be kept separate from the funds and property of the facility; may not be represented as part of the assets of the facility on financial statements; and shall be used, or otherwise expended, only for the account of the resident. (b) The licensee shall, within 30 days of receipt of advance rent or a security deposit, notify the resident or residents in writing of the manner in which the licensee is holding the advance rent or security deposit and state the name and address of the depository where the moneys are being held. The licensee shall notify residents of the facility's policy on advance deposits. (3)(a) The contract shall include a refund policy to be implemented at the time of a resident's transfer, discharge, or . . . (b) If a licensee agrees to reserve a bed for a resident who is admitted to a medical facility,	A 167		

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A 167	Continued From page 4 including, but not limited to, a nursing home, health care facility, or , , facility, the resident or his or her responsible party shall notify the licensee of any change in status that would prevent the resident from returning to the facility. Until such notice is received, the agreed-upon daily rate may be charged by the licensee. (c) The purpose of any advance payment and a refund policy for such payment, including any advance payment for housing, meals, or personal services, shall be covered in the contract. (4) The contract shall state whether or not the facility is affiliated with any religious organization and, if so, which organization and its general responsibility to the facility. (5) Neither the contract nor any provision thereof relieves any licensee of any requirement or , imposed upon it by this part or rules adopted under this part. (6) In lieu of the provisions of this section, facilities certified under chapter 651 shall comply with the requirements of s. 651.055. (7) Notwithstanding the provisions of this section, facilities which consist of 60 or more apartments may require refund policies and termination notices in accordance with the provisions of part II of chapter 83, provided that the lease is terminated automatically without financial penalty in the event of a resident's or relocation due to , , hospitalization or to medical reasons which necessitate services or care beyond which the facility is licensed to provide. The date of termination in such instances shall be the date the unit is fully vacated. A lease may be substituted for the contract if it meets the	A 167		

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A 167	Continued From page 5 disclosure requirements of this section. For the purpose of this section, the term "apartment" means a room or set of rooms with a kitchen or kitchenette and lavatory located within one or more buildings containing other similar or like residential units. This Statute or Rule is not met as evidenced by: Based on record review and interview, the facility failed to provide a resident contract that contained a refund policy that conformed to section 429.28. F.S. Section 429.24 (3) (a) F.S. - The facility contract shall include a refund policy upon discharge or that includes a refund based on the daily rate for any unused portion of the payment beyond the termination date, which shall be the date the unit is vacated by the by the resident and cleared of all personal belongings. The findings included: On record review of facility contract revealed: Page 14 - XIII Termination of Agreement - If the required 30 day written notice period ends on a date other than the last day of the calendar month, the Resident shall remain financially responsible for all charges through the end of the month, regardless of specific notice date (for example on the 5th) the resident is still responsible for payment through the end of the month. Page 16 - Termination of Resident Agreement upon : In the event of the Resident , the resident	A 167		

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A 167	Continued From page 6	A 167		

agreement will terminate at the end of the month in which the resident passes away.

Page 17 - Refunds upon Termination - Monies paid in advance for rent by Resident or on behalf of resident shall not be refunded upon termination of this Resident Agreement. Resident acknowledges and agrees that the Monthly Residence Fee is due and payable for the entire calendar month in which termination occurs, regardless of the termination date or the number of days the Suite is occupied during that month. No proration or daily adjustment of the monthly Residency fee shall apply.

On at 1:50 p.m., during an interview, the Executive Director (ED) said the contract is new, and was updated when the last ED was there in . The ED said she was not sure the exact date it was rolled out. She stated "The way it is written is that if you terminated the contract for any reason, that you are responsible for paying out for the entire month, if you terminate the contract at any time within the month, you or the family is responsible for paying the entire month regardless, even if you are and have completely cleaned out the unit, or gave 30 days notice." The ED said since the contract is new, most residents right now that are terminating the contract due to or a higher level of care are under the previous contract and these rules don't apply to them.

On at 5:35 p.m., during an interview, the Executive Director (ED) said she is not 100% sure about what the regulation is in regard to refunds upon termination of the contract because she hasn't had to deal with it yet because the

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A 167	Continued From page 7 implementation of the new contrac is recentt. Class III	A 167		