STATEMENT OF DEFICIENCIES	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:	(X3) DATE SURVEY COMPLETED
	AL11967815	**10/17/2018**
NAME OF PROVIDER OR SUPPLIER **BRENNITY AT TRADITION (THE)**	STREET ADDRESS, CITY, STATE, ZIP CODE **10685 SW STONEY CREEK WAY** **PORT SAINT LUCIE, FL 34987**	

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

0000 - Initial Comments

Unannounced licensure complaint surveys, CCR #2018009932 and #2018013469, were conducted on and 11th, 2018, concluding on , 2018, at The Brennity At Tradition, License #11796. The facility had deficiencies identified at the time of the survey.

Deficient practice identifed at CCR#2018013469.

0077 - Staffing Standards - Administrators - 429.176 FS; 58A-5.019(1) FAC

Based on record review and an interview, the facility failed to notify the Agency of a change in Administrator within 10 days of the change.

The findings included:

On at 10:30 AM, a call was made to the facility requesting to speak with the Administrator. The facility representative stated that the Administrator is no longer employed by the facility.

Review of the facility's employee roster on the Clearinghouse website shows the current listed Administrator's end date of employment as . Review of the Agency's database revealed the Administrator remains listed as the current Administrator as of . There is no documentation to show the change in Administrator within 10 days of the change.

Class

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

Based on record review and interviews, the facility failed to provide a refund to a potential resident of the facility, for 1 out of 3 sampled residents (Resident #4).

The findings included:

The contract dated for Resident #4 was reviewed, and showed that the resident's move in date was to be on . The executed contract and accounting ledger for Resident #4 showed the following:

a. The resident's representative paid a $2500.00 Community Fee that was non-refundable, unless a

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termination of the agreement was received in writing within ten (10) days of the signing of the contract. If this had occurred, $500.00 of this fee would be refunded.
b. The monthly charge for rent, care and services was $2725.00. This fee was automatically withdrawn from the resident's funds on .
c. A prorated amount of the monthly charge was also withdrawn on for rent, care and services from .

During review of email communication between the resident's representative and the facility, it was revealed that the facility was aware of the resident's possibility of not moving in during the first week in , 2018. The Executive Director wrote to the resident's representative on at 1:12 PM, "You and I spoke after I started working at (the facility's name), which wasn't until later in the week of , 2nd".

Review of the facility's executed "Incentive Agreement" dated states, "If the move in date is changed incentives may be renegotiated and an additional incentive summary will be signed reflecting those changes".

Review of the facility's executed contract with Resident #4 dated notes under the Term and Termination section (4.1), "The term of this agreement shall be month to month beginning on the earlier of: (i) the date the resident occupies the apartment, or (ii) the date the resident begins paying the monthly fee...".

Review of the accounting ledger for Resident #4 shows the representative made 2 payments of $500.00 on and $2000.00 on . The first monthly payment for the monthly fee was automatically withdrawn from the resident's account on for $3710.37.

The "ACH Recurring Debit Authorization Form" signed by the resident's representative dated had not been completed with a start date of automatic withdrawals indicated, and date they were to begin. The copy returned to the representative after execution did not have this information completed. Subsequently, the facility provided a copy of this agreement that had this information added by an unknown person. The additional information states that automatic withdrawals will start on and will occur on the "3rd of the month". The representative had written a maximum withdrawal amount of $3500.00 per month, and the unidentified person who added information to this form after it was signed, had crossed out the amount and had written "n/a (not applicable)" next to it. There were no intials documented from the resident's representative to show agreement with these changes or additional information.

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Based on these findings, the facility's refund of $1074.95 provided on , was insufficient. The resident's refunded amount should equal the monthly rent, care and services fees that were charged and automatically withdrawn on since the resident never moved into the facility, and the representative did not sign an agreement that stated when the monthly fee would be withdrawn. The contract does not clearly state that the monthly charges will be due whether or not the resident moves into the facility, or that these charges are to "hold or reserve an apartment". The termination notice requirements do not pertain to Resident #4 as the resident was never a resident at this ALF (Assisted Living Facility), and , on .

Class III