



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Sunrise on Vernier
Kristy Britton
1850 Vernier Road
Grosse Pointe Woods, MI 48236

July 18, 2019

RE: Application #: AH820391698 - Sunrise on Vernier
1850 Vernier Road
Grosse Pointe Woods, MI 48236

Dear Ms. Britton:

Attached is the Original Licensing Study Report for the above referenced facility. Due to the violations, a written corrective action plan is required. The corrective action plan is due 15 days from the date of this letter and must include the following:

- How compliance with each rule will be achieved.
- Who is directly responsible for implementing the corrective action for each violation.
- Specific time frames for each violation as to when the correction will be completed or implemented.
- How continuing compliance will be maintained once compliance is achieved.
- The signature of the licensee authorized representative and a date.

Upon receipt of an acceptable corrective action plan and an acceptable fire safety certification, a temporary license will be issued. If you fail to submit an acceptable corrective action plan, denial of the license will occur.

Please review the enclosed documentation for accuracy and contact me with any questions. In the event that I am not available and you need to speak to someone immediately, please contact the local office at (248) 975-5053.

Sincerely,

Andrea Krausmann, Licensing Staff
Bureau of Community and Health Systems
51111 Woodward Avenue 4th Floor, Suite 4B
Pontiac, MI 48342
(586) 256-1632

enclosure

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMUNITY AND HEALTH SYSTEMS
LICENSING STUDY REPORT**

I. IDENTIFYING INFORMATION

License #:	AH820391698
Applicant Name:	Welltower OpCo Group LLC
Applicant Address:	4500 Dorr Street Toledo, OH 43615
Applicant Telephone #:	(703) 854-0322
Authorized Representative:	Kristy Britton
Name of Facility:	Sunrise on Vernier
Facility Address:	1850 Vernier Road Grosse Pointe Woods, MI 48236
Facility Telephone #:	(313) 642-2000
Application Date:	12/07/2017
Capacity:	54
Program Type:	AGED

II. METHODOLOGY

12/07/2017	Enrollment
12/11/2017	Contact - Document Sent Rules books
12/12/2017	Application Incomplete Letter Sent Sent by area manager Russ Misiak
03/01/2018	Inspection Completed-Fire Safety: Approval by Brian Batten BFS inspector
05/08/2018	Contact - Face to Face Lance Davis, Kristy Britton, and Michelle Bojaj developing disaster plans.
06/14/2018	Inspection Completed-Fire Safety: Approval re-check annual by Brian Batten BFS inspector
06/27/2018	Contact - Document Sent K. Britton requesting disaster plan.
06/27/2018	Contact - Document Received K. Britton, the disaster plans were submitted to Michelle Bojaj.
06/27/2018	Contact - Telephone call made Martin Brown, Left message requesting call back.
06/27/2018	Contact - Telephone call received Martin Brown, discussed disaster plans specific to each facility.
07/23/2018	Contact - Telephone call made Lance Davis said disaster plans are with their legal team.
07/30/2018	Contact - Document Received Kristy Britton disaster plan should be completed soon.
07/30/2018	Contact - Document Sent K. Britton
08/07/2018	Contact - Face to Face Kristy Britton disaster plan is nearly approved according to her supervisor Mazie Pilut.
08/08/2018	Contact - Telephone call made Lance Davis said the disaster plan has been submitted and is "being scrubbed" by the legal department.

03/20/2019	Contact - Document Received Disaster plan received.
07/02/2019	Inspection Completed On-site
07/10/2019	Contact - Document Received Change of licensee authorized representative from Lance Davis to Kristy Britton.
07/16/2019	Exit conference – Conducted with authorized representative Kristy Britton via telephone.

III. DESCRIPTION OF FINDINGS & CONCLUSIONS

A. Physical Description of Facility

Sunrise on Vernier is a two-story residential facility located in an eastern suburb of Detroit. The facility was constructed and has been operating as a licensed home for the aged since 2006. A recent corporate merger resulted in a change in operator from HCRI AL U.S. G. P. Woods Subtenant, LLC to Welltower OpCo Group LLC, thereby necessitating a new home for the aged license.

The facility has 38 resident units with a total capacity of 54 beds. The first floor of the facility has nine residential units. Seven units are designated for single occupancy and two are designated double occupancy (room #120 and #122), for a total of eleven beds. The first floor also has the facility's main kitchen and dining room, various activity/common area rooms, a hair salon, and administrative offices. Additionally, there is access to an enclosed outside garden area complete with benches for relaxing and a secured gate.

The second floor is referred to as "Reminiscence". Reminiscence is sub-divided into two areas. The main area is comprised of a dining room, a prep kitchen, various activity rooms, staff offices and 22 residential units. Of the 22 units, 12 are single-occupancy and 10 units (room # 209, 210, 213, 217, 219, 220, 221, 222, 229, 230) are double occupancy for a total of 32 beds.

A separate wing of the second floor Reminiscence is called "Edna's Place". This area is designed for residents with memory impairments who prefer a quieter, less stimulating environment and may require more hands-on care, supervision, and/or direction. There are seven units in Edna's Place, three are single-occupancy and four (room #202, 203, 207 and 208) are double occupancy for a total of eleven beds. Edna's Place also provides its own dining area, prep kitchen, living room, and spa bathroom in the self-contained wing. Both Edna's Place and the main area of Reminiscence share access to

an outdoor 2nd floor balcony-type veranda. The veranda is enclosed with lattice work and windows which allows for a bird's eye view of Grosse Pointe Woods.

Emergency pull cords are present in all resident rooms and bathrooms for seeking staff assistance. Pendants and wristlets are also available which allow residents to send an alert to staff pagers when assistance is needed. All exit doors of the facility are locked and alarmed. The doors require pass codes entered into nearby keypads in order to unlock and disarm. Some doors are also equipped with delayed egress, meaning if the door handle is pushed continuously, an alarm will sound and after a set period of time, generally 15 to 30 seconds, the door will open. The doors immediately release upon initiation of the fire alarm system.

The facility has one elevator and is equipped with a generator that services the main areas of the building in the event of a power outage.

B. Program Description

Sunrise on Vernier is operated by Welltower OpCo Group LLC. A business entity search of the State of Michigan Department of Licensing and Regulatory Affairs revealed it is a foreign limited liability company with a formation/qualification date of 12/1/17.

Welltower OpCo Group LLC will provide room, board, protection, supervision, assistance and supervised personal care to individuals aged 55 and older, along with the provision of services to individuals with Alzheimer's disease or related conditions. Initial and ongoing training will be provided to all staff including specialized training for working with residents with memory care needs.

Welltower OpCo Group LLC will not provide transportation but will assist residents with available transportation options.

Welltower OpCo Group LLC will not be holding resident funds.

Welltower OpCo Group LLC will allow small domestic pets, provided that the resident is capable to maintain care and control over the pet.

The facility is non-smoking but accommodates residents who chose to smoke at a designated smoking area located outside the facility.

C. Rule/Statutory Violations

This facility was found to be in non-compliance with the following rules:
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R 325.1921	Governing bodies, administrators, and supervisors.
	<p>(1) The owner, operator, and governing body of a home shall do all of the following:</p> <p>(b) Assure that the home maintains an organized program to provide room and board, protection, supervision, assistance, and supervised personal care for its residents.</p>
For reference: R 325.1901	Definitions.
	<p>(16) “Protection” means the continual responsibility of the home to take reasonable action to ensure the health, safety, and well-being of a resident as indicated in the resident’s service plan, including protection from physical harm, humiliation, intimidation, and social, moral, financial, and personal exploitation while on the premises, while under the supervision of the home or an agent or employee of the home, or when the resident’s service plan states that the resident needs continuous supervision.</p>

On 7/2/19, Resident A had one Halo ring with a cover attached to her bed frame. A physician order dated 7/1/18 read “Bilateral Halo Bars for transferring and bed mobility. Diagnosis/Reason Falls w/injury”. On 6/13/19, a physical therapist signed and checked “approved” on a form titled *Enabling Device Request* for Resident A that also read “Diagnosis: Falls w/injury Type of Device Halo bed rail”. On 6/17/19, an *Acknowledgement and Consent for the Use of a Transfer Assistive Device* form was signed by Resident A and her authorized representative.

Resident A’s 12/26/18 service plan read, “I am at risk for potential fall due to my anxiety and impulsiveness. Observe me for any changes. Remind me to rise and change positions slowly, I use a halo bar to transfer from bed...I require the use of a halo bar to my bed. I use the bar to safely self transfer due to my history of falls getting out of bed. Notify wellness or your supervisor if the bar is loose or malfunctioning. I need standby assist with transferring.”

The one Halo ring did not appear to meet compliance with the physician’s order for bilateral Halo bars. The service plan omits sufficient information for specific care and maintenance in using the device. Although the service plan states the purpose of the device to self-transfer, the plan is then contradictory indicting I need stand by assist with transferring. The service plan had not been updated to include methods of providing the care and services regarding implementation in the use of the device, a means for the resident to summon staff, methods for on-going monitoring of the resident, methods of monitoring by trained staff for the measurements of gaps between the mattress and the device to protect the resident from the possibility of physical harm related to entrapment, entanglement, strangulation, etc.

The home is responsible for resident safety and protection when mobility or assistive devices, or other equipment on or about the bed, are used. All such devices are to be included in the resident service plan and the service plan is to include the resident's means to summons staff and the frequency of resident observation when in use. The facility lacked an organized plan of protection that outlined installation of the device by a qualified person in accordance with manufacturer's instructions, implementation and use of the device by the resident in accordance with the physician's instructions and the resident's service plan, a training program for staff to ensure proper use of the device, ongoing assessment of the continued safety of the equipment/device such as gapping, loose bolts, etc., and monitoring of the resident.

R 325.1932

Resident medications.

(2) The giving, taking, or applying of prescription medications shall be supervised by the home in accordance with the resident's service plan.

According to the medication administration record (MAR), Resident B had a new order on 6/20/19 for Haloperidol Lactate Concentrate 2 mg/ml give 4 mg by mouth as needed for agitation. Staff initials indicate it was administered six times in 10 days. Resident B's service plan dated 6/21/19 read "I sometimes experience sudden mood changes and can become anxious and angry...Observe me for changes in my mood and evaluate for potential contributing factors....I am unable to self-adminster my medications...Sunrise team member will assist me/administer my medication(s) with my preferred beverage". The giving of Resident B's prescribed medication for "agitation" behavior was not addressed in the service plan. The service plan does not identify how Resident B presents this agitation behavior; nor does it specify care services to be provided including the method of using medication to address the behavior.

R325.1932

Resident medications.

(3) If a home or the home's administrator or direct care staff member supervises the taking of medication by a resident, then the home shall comply with all of the following provisions:

(c) Record the reason for each administration of medication that is prescribed on an as-needed basis.

Staff were not documenting the reason for each administration medication prescribed on an as-needed basis. For example: Resident B's MAR revealed staff did not document the reason for each administration of his Haloperidol Lactate Concentrate medication prescribed on an as-needed basis. Staff initials indicate the medication was administered on 6/23, 6/24, 6/25, 6/26 (two doses), and 6/30/19, with no reasons for administration recorded.

R 325.1932	Resident medications.
	(5) A home shall take reasonable precautions to ensure or assure that prescription medication is not used by a person other than the resident for whom the medication is prescribed.
<p>To ensure narcotic medication is not used by a person other than the resident for whom the medication is prescribed, the facility implemented a procedure of maintaining a <i>Narcotic Count Sheet</i> for accountability of each narcotic medication. According to staff Aaliyah Cammon, at shift change the exiting staff person will meet with the staff person arriving for the next shift. Together, the two staff are to manually count every narcotic medication and ensure that the number of medications available matches the number on accountability sheet. Then, both staff persons sign the <i>Narcotic Count Sheet</i> indicating they are in agreement with the count.</p> <p>However, review of the medication cart #4 <i>Narcotic Count Sheet</i> at approximately 12:00 pm on 7/2/19 revealed Ms. Cammon had already signed the sheet for when she was scheduled to leave the building later that day at 3:00 pm. Ms. Cammon affirmed she had not yet met with the incoming afternoon shift staff and conducted the narcotic medication count before signing the document.</p> <p>Therefore, the facility is not following their own protocol in taking the reasonable precautions to ensure prescription medication is not used by a person other than the resident for whom the medication is prescribed.</p>	
R 325.1976	Kitchen and dietary.
	(15) Ice used in the home for any purpose shall be manufactured, stored, transported, and handled in a sanitary manner.
<p>According to the facility's cook Ron Perry, the ice machine that makes and stores ice is cleaned and sanitized monthly. Mr. Perry said staff initial and date when it is completed on the <i>Ice Machine cleaning</i> document posted to the side of the machine. On 7/2/19, the last staff initials and date that cleaning/sanitization was completed was recorded as 4/20/19. There was no evidence that the ice machine had been cleaned and sanitized monthly since then.</p>	
R 325.1922	Admission and retention of residents.
	(3) At the time of an individual's admission, a home or the home's designee shall complete a written resident admission contract between the resident and/or the resident's authorized representative, if any, and the home.

The resident admission contract read it was binding between the resident and “Sunrise Senior Living Management, Inc., Manager for the Owner” and throughout the document references Sunrise. This does not meet compliance that the contract is to be between the resident and Welltower OpCo Group LLC.

Also, the Respite Stay Addendum indicates the contract is between the respite resident and Sunrise, and not between the resident and Welltower OpCo Group LLC.

R 325.1922	Admission and retention of residents.
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	<p>(3) At the time of an individual’s admission, a home or the home’s designee shall complete a written resident admission contract between the resident and/or the resident’s authorized representative, if any, and the home. The resident admission contract shall, at a minimum, specify all of the following:</p> <p style="padding-left: 20px;">(a) That the home shall provide room, board, protection, supervision, assistance, and supervised personal care consistent with the resident’s service plan.</p>
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The resident admission contract does not specify that the home shall provide room, board, protection, supervision, assistance, and supervised personal care consistent with the resident’s service plan.

R 325.1922	Admission and retention of residents.
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	<p>(3) At the time of an individual’s admission, a home or the home’s designee shall complete a written resident admission contract between the resident and/or the resident’s authorized representative, if any, and the home. The resident admission contract shall, at a minimum, specify all of the following:</p> <p style="padding-left: 20px;">(b) The services to be provided and the fees for the services.</p>
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Resident contract Page four refers to fees on Exhibit 1 and Exhibit 3. However, there are no fees listed on Exhibit 1, Exhibit 2 and Exhibit 3.

In addition, there is no explanation as to what the various levels represent and how they equate to fees.

R 325.1922	Admission and retention of residents.
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	<p>(3) At the time of an individual’s admission, a home or the home’s designee shall complete a written resident admission contract between the resident and/or the resident’s authorized representative, if any, and the home. The resident admission contract shall, at a minimum, specify all of the following:</p>
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	<p>(c) The notice to be provided by the home to the resident and/or the resident’s authorized representative, if any, upon any change in fees.</p>
<p>Resident contract Page 5 Section F read “A change in the level of service is not considered a change of fees or charges. Rather, it is an increase in services which are subject to the higher fees corresponding to those services. The Resident shall be responsible for the cost of the increased level of service when he/she begins receiving such services”. It does not specify the notice provided by the home of the change in such cost to the resident and/or the resident’s authorized representative.</p>	
<p>R 325.1922</p>	<p>Admission and retention of residents.</p>
	<p>(3) At the time of an individual’s admission, a home or the home’s designee shall complete a written resident admission contract between the resident and/or the resident’s authorized representative, if any, and the home. The resident admission contract shall, at a minimum, specify all of the following:</p> <p style="padding-left: 40px;">(g) The resident’s rights and responsibilities, which shall include those rights and responsibilities specified in MCL 333.20201(2) and (3) and MCL 333.20202.</p>
<p>Resident Contract Exhibit 5 defines the resident rights and responsibilities however; it does not specify all those listed in MCL 333.20201(2) and (3) and MCL 333.20202.</p>	
<p>R 325.1922</p>	<p>Admission and retention of residents.</p>
	<p>(2) The admission policy shall specify all of the following:</p> <p style="padding-left: 20px;">(a) That at the time of admission, the home shall document the needs of each individual seeking admission. The documented needs shall be used to develop the resident’s service plan.</p> <p style="padding-left: 20px;">(b) That a home shall not accept an individual seeking admission unless the individual’s needs can be adequately and appropriately met within the scope of the home’s program statement.</p> <p style="padding-left: 20px;">(c) That the individual seeking admission and his or her authorized representative, if any, shall participate in the development of the individual’s service plan.</p> <p style="padding-left: 20px;">(d) That the home has developed and implemented a communicable disease policy governing the assessment and baseline screening of residents.</p>

For reference: R 325.1901	Definitions.
	(3) “Admission policy” means a home’s program statement of its purpose, eligibility requirements, and application procedures for admission.
<p>Resident Contract Page 3 Section E read, the resident service plan will be developed with the resident and/or any individual the resident designates including any responsible party. This does not meet compliance with the requirement that the individual seeking admission and his or her authorized representative, if any, shall participate in the development of the individual’s service plan.</p> <p>Resident Contract Page 10 Section L admission policy read, “Residents are admitted to the community without regard to race, color, creed, national origin, sex, religion or handicap.” There is no further information in the admission policy to detail eligibility requirements and application procedures for admission. The policy does not specify that at the time of admission, the home shall document the needs of each individual seeking admission. The documented needs shall be used to develop the resident’s service plan.</p> <p>The policy does not specify that the home shall not accept an individual seeking admission unless the individual’s needs can be adequately and appropriately met within the scope of the home’s program statement.</p> <p>The policy does not specify that the individual seeking admission and his or her authorized representative, if any, shall participate in the development of the individual’s service plan.</p> <p>The policy does not include a developed and implemented communicable disease policy governing the assessment and baseline screening of residents.</p> <p>Therefore, the admission policy does not meet compliance with the requirements of this rule.</p>	
R 325.1922	Admission and retention of residents.
	<p>(11) In accordance with MCL 333.20201(3)(e), a home’s discharge policy shall specify that a home for the aged resident may be transferred or discharged for any of the following reasons:</p> <ul style="list-style-type: none"> (a) Medical reasons. (b) His or her welfare or that of other residents. (c) For nonpayment of his or her stay. (d) Transfer or discharge sought by resident or authorized representative. <p>(12) The reason for transfer or discharge shall be documented in the resident record.</p>

(13) A home shall provide a resident and his or her authorized representative, if any, and the agency responsible for the resident's placement, if any, with a 30-day written notice before discharge from the home. The written notice shall consist of all of the following:

(a) The reasons for discharge.

(b) The effective date of the discharge.

(c) A statement notifying the resident of the right to file a complaint with the department. The provisions of this subrule do not preclude a home from providing other legal notice as required by law.

(14) If the department finds that the resident was discharged in violation of these rules or the home's discharge policy, then the resident may return to the first available bed in the home that can meet the resident's needs as identified in the resident's service plan.

(15) A home may discharge a resident before the 30-day notice if the home has determined and documented that either, or both, of the following exist:

(a) Substantial risk to the resident due to the inability of the home to meet the resident's needs or due to the inability of the home to assure the safety and well-being of the resident, other residents, visitors, or staff of the home.

(b) A substantial risk or an occurrence of the destruction of property.

(16) A home that proposes to discharge a resident for any of the reasons listed in subrule (13) of this rule shall take all of the following steps before discharging the resident:

(a) The home shall notify the resident, the resident's authorized representative, if any, and the agency responsible for the resident's placement, if any, not less than 24 hours before discharge. The notice shall be verbal and issued in writing. The notice of discharge shall include all of the following information:

(i) The reason for the proposed discharge, including the specific nature of the substantial risk.

(ii) The alternatives to discharge that have been attempted by the home, if any.

(iii) The location to which the resident will be discharged.

(iv) The right of the resident to file a complaint with the department.

(b) The department and adult protective services shall be notified not less than 24 hours before discharge in the event of either of the following:

(i) A resident does not have an authorized representative or an agency responsible for the residents placement.

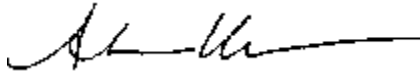
	<p>(ii) The resident does not have a subsequent placement.</p> <p>(c) The notice to the department and adult protective services shall include all of the following information:</p> <p>(i) The reason for the proposed discharge, including the specific nature of the substantial risk.</p> <p>(ii) The alternatives to discharge that have been attempted by the home, if any.</p> <p>(iii) The location to which the resident will be discharged, if known.</p> <p>(d) If the department finds that the resident was improperly discharged, then the resident may return to the first available bed in the home that can meet the resident’s needs as identified in the resident’s service plan.</p> <p>(e) The resident shall not be discharged until a subsequent setting that meets the resident’s immediate needs is located.</p>
<p>For Reference: R 325.1901</p>	<p>Definitions.</p>
	<p>(8) “Discharge policy” means a home's written statement of the criteria and procedures by which a resident is discharged from the home.</p>
<p>Resident contract Page 6 Article IV refers to “Term and Termination” and does not meet all requirements of a discharge policy. It omits process and omits a less than 30-day discharge defined by rule.</p>	
<p>R 325.1924</p>	<p>Reporting of incidents, accidents, elopement.</p>
	<p>(3) The home shall report an incident/accident to the department within 48 hours of the occurrence. The incident or accident shall be immediately reported verbally or in writing to the resident’s authorized representative, if any, and the resident’s physician.</p>
<p>Resident Contract Page 3 Section G of the indicates when a resident requires emergency services or a significant change in condition, “will attempt to contact the Responsible Party or other individual designated by the Resident, within 12 hours”. This does not meet compliance with this rule.</p>	

MCL 333.20178	Nursing home, home for the aged, or county medical care facility; description of services to patients or residents with Alzheimer’s disease; contents; “represents to the public” defined.
	<p>(1) Beginning not more than 90 days after the effective date of the amendatory act that added this section, a health facility or agency that is a nursing home, home for the aged, or county medical care facility that represents to the public that it provides inpatient care or services or residential care or services, or both, to persons with Alzheimer’s disease or a related condition shall provide to each prospective patient, resident, or surrogate decision maker a written description of the services provided by the health facility or agency to patients or residents with Alzheimer’s disease or a related condition. A written description shall include, but not be limited to, all of the following:</p> <p>(a) The overall philosophy and mission reflecting the needs of patients or residents with Alzheimer’s disease or a related condition.</p> <p>(b) The process and criteria for placement in or transfer or discharge from a program for patients or residents with Alzheimer’s disease or a related condition.</p> <p>(c) The process used for assessment and establishment of a plan of care and its implementation.</p> <p>(d) Staff training and continuing education practices.</p> <p>(e) The physical environment and design features appropriate to support the function of patients or residents with Alzheimer’s disease or a related condition.</p> <p>(f) The frequency and types of activities for patients or residents with Alzheimer’s disease or a related condition.</p> <p>(g) Identification of supplemental fees for services provided to patients or residents with Alzheimer’s disease or a related condition.</p> <p>(2) As used in this section, “represents to the public” means advertises or markets the facility as providing specialized Alzheimer’s or dementia care services.</p>
Resident contract attachment titled <i>Care Programs and Services</i> refers to all programs in various facilities managed by Sunrise. It is not a program statement specific to this facility and it does not meet items a-g of this statute.	

On 7/16/19, I reviewed the findings of this report with licensee authorized representative Kristy Britton by telephone.

IV. RECOMMENDATION

Contingent upon receipt of an acceptable corrective action plan and an acceptable fire safety certification, it is recommended that a temporary 6-month home for the aged license be issued.

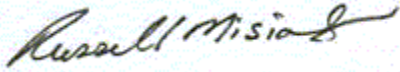


7/16/19

Andrea Krausmann
Licensing Staff

Date

Approved By:



7/17/19

Russell B. Misiak
Area Manager

Date