



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

ORLENE HAWKS  
DIRECTOR

October 30, 2019

Mary Bishop  
Cottage Grove Estates, LLC  
5990 Borden Road  
Fenwick, MI 48834

RE: License #: AS340316818  
Investigation #: 2020A0579001  
Cottage Grove Estates

Dear Ms. Bishop:

Attached is the Special Investigation Report for the above referenced facility. Due to the violations identified in the report, 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 responsible party and a date.

If you desire technical assistance in addressing these issues, please contact me. In any event, the corrective action plan is due within 15 days. Failure to submit an acceptable corrective action plan will result in disciplinary action.

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 (616) 356-0183.

Sincerely,

A handwritten signature in cursive script that reads "Cassandra Duursma".

Cassandra Duursma, Licensing Consultant  
Bureau of Community and Health Systems  
350 Ottawa Ave NW, 7<sup>th</sup> Floor-Unit 13  
Grand Rapids, MI 49503  
(269) 615-5050

enclosure

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

**I. IDENTIFYING INFORMATION**

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| <b>License #:</b>                     | AS340316818                           |
| <b>Investigation #:</b>               | 2020A0579001                          |
| <b>Complaint Receipt Date:</b>        | 10/04/2019                            |
| <b>Investigation Initiation Date:</b> | 10/04/2019                            |
| <b>Report Due Date:</b>               | 12/03/2019                            |
| <b>Licensee Name:</b>                 | Cottage Grove Estates, LLC            |
| <b>Licensee Address:</b>              | 5990 Borden Road<br>Fenwick, MI 48834 |
| <b>Licensee Telephone #:</b>          | (989) 637-4822                        |
| <b>Administrator:</b>                 | Mary Bishop                           |
| <b>Licensee Designee:</b>             | Mary Bishop                           |
| <b>Name of Facility:</b>              | Cottage Grove Estates                 |
| <b>Facility Address:</b>              | 5990 Borden Road<br>Fenwick, MI 48834 |
| <b>Facility Telephone #:</b>          | (989) 637-4822                        |
| <b>Original Issuance Date:</b>        | 06/26/2012                            |
| <b>License Status:</b>                | REGULAR                               |
| <b>Effective Date:</b>                | 02/26/2019                            |
| <b>Expiration Date:</b>               | 02/25/2021                            |
| <b>Capacity:</b>                      | 6                                     |
| <b>Program Type:</b>                  | AGED                                  |

## II. ALLEGATION(S)

|                                                                                                       | <b>Violation<br/>Established?</b> |
|-------------------------------------------------------------------------------------------------------|-----------------------------------|
| The facility was without power multiple times in 2019.                                                | No                                |
| There have been issues with bats in the home and there are openings in the home where bats can enter. | Yes                               |
| Resident A's room was cold due to there being no propane.                                             | Yes                               |
| Rent was raised in April 2019.                                                                        | Yes                               |
| Additional Finding                                                                                    | Yes                               |

## III. METHODOLOGY

|            |                                                               |
|------------|---------------------------------------------------------------|
| 10/04/2019 | Special Investigation Intake<br>2020A0579001                  |
| 10/04/2019 | Special Investigation Initiated - Letter<br>APS Referral      |
| 10/04/2019 | APS Referral                                                  |
| 10/11/2019 | Contact- Face to Face<br>Ms. Debbie Steeb, Direct Care Worker |
| 10/16/2019 | Exit Conference<br>Ms. Mary Bishop, Licensee Designee         |
| 10/16/2019 | Contact- Telephone call made<br>Ms. Steeb, Direct Care Worker |

**ALLEGATION:** The facility was without power multiple times in 2019.

**INVESTIGATION:** On 10/04/2019, I received this referral from the Bureau of Community Health Systems on-line complaint system. The referral alleged in February 2019, during an ice storm, workers notified the owner that they were out of power. The workers waited fourteen hours before moving the residents to a hotel in Ionia where they stayed for about seven days. The facility has lost power six times since February 2019. The facility doesn't have a generator hooked up and it probably will not be hooked up until October 2019.

On 10/11/2019, I completed unannounced face-to-face contact at Cottage Grove Estates with direct care worker, Ms. Debbie Steeb. Ms. Steeb stated there have been approximately five times that the power has gone out at this facility within the last year. She stated residents did have to go to a hotel in Ionia for a week when there were severe ice storms at the end of January and beginning of February 2019.

Ms. Steeb stated the electrical issues have nothing to do with the home or not paying the bill, rather, the facility is in a rural area, so it is not uncommon for the home to lose power during a bad storm. Ms. Steeb denied residents had to remain in the home while the power was out during the ice storm. She stated she immediately found a motel and she and the residents stayed there until power was restored. She stated due to her living in the home, she would not allow residents to stay somewhere where they were unsafe, or she was unsafe. She stated there is a generator for the facility now, but it has not been installed and is not operable at this time.

On 10/11/2019, Resident A was not interviewed due to it being mealtime.

On 10/11/2019, I observed the home to have operable electricity as evidenced by lights and televisions being on.

| <b>APPLICABLE RULE</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>R 400.14512</b>     | <b>Electrical service.</b>                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                        | <b>The electrical service of a home shall be maintained in a safe condition.</b>                                                                                                                                                                                                                                                                                                                                                            |
| <b>ANALYSIS:</b>       | Ms. Steeb stated due to the home being a rural area, the home may lose power during a bad storm. She stated the power outage is out of the licensee's control. She stated residents did have to stay in a motel during a severe ice storm in 2019 due to a power outage but she immediately found a hotel and the residents did not have to stay in the home without power.<br><br>I observed the electricity to be operable on 10/11/2019. |

**ALLEGATION:** There have been issues with bats in the home and there are openings in the home where bats can enter.

**INVESTIGATION:** On 10/04/2019, I reviewed the referral from the Bureau of Community Health Systems on-line complaint system. The referral alleged the ceiling part of the porch has been torn off. Insulation is visible and hanging down. A caregiver stated a year ago they were troubled with bats and bats could get into the home via the opening in the porch ceiling.

On 10/11/2019, Ms. Steeb confirmed the ceiling of the porch awning and siding above the entrance to the home has been torn off. She stated plywood has been purchased but no one has come to the home to make repairs. She stated there are openings to the attic of the home where siding is missing, and the attic is exposed to the outside. Ms. Steeb stated the attic is not utilized and there have been no issues with pests or vermin because of these openings. She stated approximately a year

ago, she had a few incidents of bats getting into her basement living area. She stated the bats did not get into the resident living area. She stated she is not certain how the bats got into her living area, but she managed to get them out and she has not had a problem with bats in approximately a year. She stated the licensee designee is aware of the repairs needed to the home but has not taken action to complete them.

On 10/11/2019, I observed the siding above the entrance of the home and the ceiling of the awning on the porch to be missing, in disrepair, and exposing insulation and studs. I observed crumbling bricks on the West side of the home beneath an approximately 2' x 1' opening in the soffit leading to the attic. I observed an approximately 6" x 6" hole around a pipe leading to the attic on the East side of the home.

| <b>APPLICABLE RULE</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>R 400.14403</b>     | <b>Maintenance of premises.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                        | <b>(1) A home shall be constructed, arranged, and maintained to provide adequately for the health, safety, and well-being of occupants.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>ANALYSIS:</b>       | <p>Ms. Steeb confirmed that approximately a year ago, she had incidents of bats getting into her living area in the basement. She denied bats getting into the resident living area. She confirmed the licensee designee is aware of the needed repairs but has not taken action to complete them.</p> <p>I observed an approximately 2' x 1' opening in the soffit that lead to the attic on the outside of the home. I observed an approximately 6" x 6" hole leading to the attic of the home. I observed the ceiling of the awning on the porch and a section of siding to be missing and exposing insulation.</p> |
| <b>CONCLUSION:</b>     | <b>VIOLATION ESTABLISHED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

**ALLEGATION:** Resident A's room was cold due to there being no propane.

**INVESTIGATION:** On 10/04/2019, I reviewed this referral which alleged the main concern is the lack of propane at the home. Relative A1 called the owner on 09/28/2019 and told him that when they visited that day there was no propane. He said it would be filled on 09/30/2019. Relative A1 visited on 09/30/2019 and the propane wasn't filled. Resident A will be 100-years-old in November, her room was 68 degrees, and she was cold. Resident A and relatives had to wear coats in the facility.

On 10/11/2019, Ms. Steeb stated the propane tank at the facility was at approximately 5% during the summer months this year. She stated in order to ensure the home did not run out of propane, she would only run the propane heater during the morning. She stated due to this, in the mornings in September 2019, the home was cold. She stated she tried to keep the temperature at 68 degrees Fahrenheit but due to the residents primarily being elderly, 68 degrees Fahrenheit is not warm enough to keep them comfortable. She stated there were a few mornings where the temperature in the home was 65 degrees Fahrenheit. She stated she informed the licensee designee of the need for propane several months ago and was told, "They'd be getting it" but it was not filled until approximately two weeks ago. She stated she now keeps the temperature in the upper 70 degrees Fahrenheit range to maintain resident comfort. Ms. Steeb denied that there are any special heating requirements established in the Resident Care Agreement, Health Care Appraisal, or Assessment Plan for AFC Residents.

On 10/11/2019, I observed the residents of the home during mealtime. They appeared comfortable and dressed in long-sleeved shirts, without coats on. Direct care staff was observed in a short-sleeved shirt. I had on a jacket and became quite warm while inside the home.

On 10/11/2019, I observed the Resident Care Agreement for Resident A, Resident B, Resident C, Resident D, and Resident E. No special temperature preferences were noted in the Resident Care Agreements. I observed the Assessment Plan for AFC Residents and Health Care Appraisal for Resident A. No special temperature requirements were noted in either document for Resident A.

| <b>APPLICABLE RULE</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>R 400.14406</b>     | <b>Room temperature.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                        | <b>All resident-occupied rooms of a home shall be heated at a temperature range between 68 and 72 degrees Fahrenheit during non-sleeping hours. Precautions shall be taken to prevent prolonged resident exposure to stale, noncirculating air that is at a temperature of 90 degrees Fahrenheit or above. Variations from the requirements of this rule shall be based upon a resident's health care appraisal and shall be addressed in the resident's written assessment plan. The resident care agreement shall address the resident's preferences for variations from the temperatures and requirements specified in this rule.</b> |
| <b>ANALYSIS:</b>       | Ms. Steeb reported the propane tank at the facility was operating at 5% during the summer months in 2019. She stated due to this, she only had the propane heater on during the mornings in September 2019. She stated a few mornings in September 2019, the temperature in the home was 65 degrees                                                                                                                                                                                                                                                                                                                                      |

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|                    | <p>Fahrenheit but she attempted to maintain the temperature at 68 degrees Fahrenheit. She expressed concern that due to the residents being elderly that they were cold and uncomfortable with the temperature at 68 degrees Fahrenheit. She reported the propane tank was filled approximately two weeks prior to 10/11/2019.</p> <p>I observed the Resident Care Agreement for all residents to not have any documented temperature preferences. I observed the Health Care Appraisal and Assessment Plan for AFC Residents for Resident A to not note any special temperature requirements for Resident A. I observed residents during mealtime, and they appear comfortable, wearing long-sleeved shirts. I wore a jacket in the home and became quite warm while inside and direct care staff was observed wearing a short-sleeved shirt.</p> |
| <b>CONCLUSION:</b> | <b>VIOLATION ESTABLISHED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

**ALLEGATION: Rent was raised in April 2019.**

**INVESTIGATION:** On 10/04/2019, I reviewed the referral which alleged the facility upped the price of the rent charged per month for each resident by \$200 in April 2019. This was for maintenance issues. Relatives complained about issues with the maintenance, which caused the owners to raise the price.

On 10/11/2019, Ms. Steeb stated the monthly fee for service in the home was increased by \$200 for each resident in April 2019. She stated this was a verbal agreement that residents and/or their guardians agreed with. She denied this change was reflected in the Resident Care Agreement for any resident.

On 10/11/2019, I observed the Resident Care Agreement for Resident A, Resident B, Resident C, Resident D, and Resident E which did not note an increase in the fee for services beginning April 2019.

| <b>APPLICABLE RULE</b> |                                                                                                                                                                                                                                                                                                             |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>R 400.14301</b>     | <b>Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.</b>                                                                                                                                                |
|                        | <b>(6) At the time of a resident's admission, a licensee shall complete a written resident care agreement. A resident care agreement is the document which is established between the resident or the resident's designated representative, the responsible agency, if applicable, and the licensee and</b> |

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|                    | <b>which specifies the responsibilities of each party. A resident care agreement shall include all of the following:<br/>(b) A description of services to be provided and the fee for the service.</b>                                                                                                                                                        |
| <b>ANALYSIS:</b>   | Ms. Steeb reported the fee for services increased by \$200 in April 2019. She reported this was a verbal agreement and acknowledged it was not noted on the Resident Care Agreement for any resident.<br><br>I observed the Resident Care Agreement for each resident. The increased fee for service was not noted on any resident's Resident Care Agreement. |
| <b>CONCLUSION:</b> | <b>VIOLATION ESTABLISHED</b>                                                                                                                                                                                                                                                                                                                                  |

**ADDITIONAL FINDING:**

On 10/11/2019, I observed the Resident Care Agreement for Resident A, Resident B, Resident C, Resident D, and Resident E. Resident A's Resident Care Agreement had signatures from licensee designee, Ms. Bishop, dated 11/18/2015. Resident C's Resident Care Agreement was signed on 06/12/2017 by Resident C and did not have any additional signatures. Resident D's Resident Care Agreement was signed by direct care worker, Ms. Steeb, on 06/29/2017 and did not have licensee designee, Ms. Bishop's, signature. Resident E's Resident Care Agreement was also signed by Ms. Steeb on 07/06/2018 and did not have Ms. Bishop's signature.

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|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>APPLICABLE RULE</b> |                                                                                                                                                                                                                                                                                                                                                   |
| <b>R 400.14301</b>     | <b>Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.</b>                                                                                                                                                                                      |
|                        | <b>(9) A licensee shall review the written resident care agreement with the resident or the resident's designated representative and responsible agency, if applicable, at least annually or more often if necessary.</b>                                                                                                                         |
| <b>ANALYSIS:</b>       | Resident A's Resident Care Agreement was last signed on 11/18/2015. Resident C, Resident D, and Resident E's Resident Care Agreement were not signed by licensee designee, Ms. Bishop. The signatures on the Resident Care Agreements were dated as follows: 06/12/2017 for Resident C, 06/29/2017 for Resident D, and 07/06/2018 for Resident E. |
| <b>CONCLUSION:</b>     | <b>VIOLATION ESTABLISHED</b>                                                                                                                                                                                                                                                                                                                      |

**ADDITIONAL FINDING:**

On 10/11/2019, I observed Resident A's Assessment Plan for AFC Residents to be dated 11/21/2015. There were no updated assessment plans found in her resident file.

| <b>APPLICABLE RULE</b> |                                                                                                                                                                                                                                                                                                                                  |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>R 400.14301</b>     | <b>Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.</b>                                                                                                                                                                     |
|                        | <b>(4) At the time of admission, and at least annually, a written assessment plan shall be completed with the resident or the resident's designated representative, the responsible agency, if applicable, and the licensee. A licensee shall maintain a copy of the resident's written assessment plan on file in the home.</b> |
| <b>ANALYSIS:</b>       | Resident A's Assessment Plan for AFC Residents was dated 11/21/2015. There were no additional, updated assessment plans in Resident A's file.                                                                                                                                                                                    |
| <b>CONCLUSION:</b>     | <b>VIOLATION ESTABLISHED</b>                                                                                                                                                                                                                                                                                                     |

On 10/16/2019, I attempted an exit conference with licensee designee, Ms. Bishop. The phone number listed for Ms. Bishop went to the facility. Ms. Steeb answered and reported Ms. Bishop was not available at the facility and her personal phone number was not operable at this time. Ms. Steeb advised Ms. Bishop did have access to email.

On 10/16/2019, I sent an email to Ms. Bishop advising of the findings of my investigation. A response was not received at the time of disposition.

**IV. RECOMMENDATION**

Contingent upon receipt of an acceptable plan of corrective action, I recommend the status of the license remain the same.

*Cassandra Duursma*

10/30/2019

Cassandra Duursma  
Licensing Consultant

Date

Approved By:

*Jerry Hendrick*

10/30/2019

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Jerry Hendrick  
Area Manager

Date