



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

August 27, 2021

Scott Schrum
Residential Opportunities, Inc.
1100 South Rose Street
Kalamazoo, MI 49001

RE: License #: AS390337773
Portage AFC
10145 Portage Road
Portage, MI 49002

Dear Mr. Schrum:

Attached is the Renewal Licensing Study Report for the facility referenced above. The violations cited in the report require the submission of a written corrective action plan. 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 dates 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 or licensee designee or home for the aged authorized representative and a date.

Upon receipt of an acceptable corrective plan, a regular license will be issued. If you fail to submit an acceptable corrective action plan, disciplinary action will result.

Please contact me with any questions. In the event that I am not available and you need to speak to someone immediately, you may contact the local office at (517) 284-9730.

Sincerely,



Michele Streeter, Licensing Consultant
Bureau of Community and Health Systems
611 W. Ottawa Street
P.O. Box 30664
Lansing, MI 48909
(269) 251-9037

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

I. IDENTIFYING INFORMATION

License #: AS390337773

Licensee Name: Residential Opportunities, Inc.

Licensee Address: 1100 South Rose Street
Kalamazoo, MI 49001

Licensee Telephone #: (269) 343-3731

Licensee Designee: Scott Schrum

Administrator: Benjamin Padgett

Name of Facility: Portage AFC

Facility Address: 10145 Portage Road
Portage, MI 49002

Facility Telephone #: (269) 327-3640

Original Issuance Date: 03/25/2013

Capacity: 6

Program Type: PHYSICALLY HANDICAPPED
DEVELOPMENTALLY DISABLED
MENTALLY ILL
AGED
TRAUMATICALLY BRAIN INJURED

II. METHODS OF INSPECTION

Date of On-site Inspection(s): 08/05/2021, 08/26/2021

Date of Bureau of Fire Services Inspection if applicable: N/A

Date of Health Authority Inspection if applicable: N/A

Inspection Type: Interview and Observation Worksheet
 Combination Full Fire Safety

No. of staff interviewed and/or observed 4

No. of residents interviewed and/or observed 6

No. of others interviewed [redacted] Role: [redacted]

- Medication pass / simulated pass observed? Yes No If no, explain.
- Medication(s) and medication record(s) reviewed? Yes No If no, explain.
- Resident funds and associated documents reviewed for at least one resident? Yes No If no, explain.
- Meal preparation / service observed? Yes No If no, explain.
No meal prepared at the time of inspection.
- Fire drills reviewed? Yes No If no, explain.
- Fire safety equipment and practices observed? Yes No If no, explain.
- E-scores reviewed? (Special Certification Only) Yes No N/A
If no, explain.
- Water temperatures checked? Yes No If no, explain.
- Incident report follow-up? Yes No If no, explain.
- Corrective action plan compliance verified? Yes CAP date/s and rule/s:
09/27/2019 CAP; Rules 208(1)(c), 205(4), 205(6) N/A
- Number of excluded employees followed-up? N/A
- Variances? Yes (please explain) No N/A

III. DESCRIPTION OF FINDINGS & CONCLUSIONS

This facility was found to be in non-compliance with the following rules:

R 400.14301 Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.

(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 which specifies the responsibilities of each party. A resident care agreement shall include all of the following:

(d) A description of the transportation services that are provided for the basic fee that is charged and the transportation services that are provided at an extra cost.

FINDING: The section on Resident A's and Resident B's written Resident Care Agreement regarding transportation services was not filled out. Resident Care Agreements must contain all required information as outlined in the subrules.

R 400.14301 Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.

(8) A copy of the signed resident care agreement shall be provided to the resident or the resident's designated representative. A copy of the resident care agreement shall be maintained in the resident's record.

FINDING: A resident care agreement is a contract between the resident or resident's designated representative, the licensee, and the responsible agency, if any, and details the responsibilities of each. Resident care agreements must contain all the required signatures and dates. Resident A's and Resident C's written Resident Care Agreements contained the signature of administrator Ben Padgett and not licensee designee Scott Schrum. Resident B's written Resident Care Agreement was missing Mr. Schrum's signature and only contained the signatures of Resident B's legally appointed guardian and responsible agency.

R 400.14304

Resident rights; licensee responsibilities.

(1) Upon a resident's admission to the home, a licensee shall inform a resident or the resident's designated representative of, explain to the resident or the resident's designated representative, and provide to the resident or the resident's designated representative, a copy of all of the following resident rights:

(b) The right to exercise his or her constitutional rights, including the right to vote, the right to practice religion of his or her choice, the right to freedom of movement, and the right of freedom of association.

FINDING: The facility's backyard is surround by a fence that is equipped with two egresses. At the time of my onsite inspection, I was unable to exit the backyard through either egress, as both were locked with a padlock. One of two egresses must remain unlocked to ensure freedom of movement.

IV. RECOMMENDATION

Contingent upon receipt of an acceptable corrective action plan, issuance of a regular small group AFC home license and special certification is recommended.



08/27/2021

Michele Streeter
Licensing Consultant

Date