



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

December 7, 2021

Catherine Reese
New Friends Dementia Community, LLC
3700 W Michigan Ave
Kalamazoo, MI 49006

RE: License #: AL390299685
Vibrant Life Senior Living Kalamazoo 1
3700 W. Michigan Ave.
Kalamazoo, MI 49006

Dear Ms. Reese:

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 #: AL390299685

Licensee Name: New Friends Dementia Community, LLC

Licensee Address: 3700 W Michigan Ave
Kalamazoo, MI 49006

Licensee Telephone #: (734) 819-7790

Licensee Designee: Catherine Reese

Administrator: Laurel Space

Name of Facility: Vibrant Life Senior Living Kalamazoo 1

Facility Address: 3700 W. Michigan Ave.
Kalamazoo, MI 49006

Facility Telephone #: (269) 372-6100

Original Issuance Date: 06/21/2011

Capacity: 20

Program Type: AGED
ALZHEIMERS

II. METHODS OF INSPECTION

Date of On-site Inspection(s): 12/07/2021

Date of Bureau of Fire Services Inspection if applicable: 01/15/2021

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 6

No. of residents interviewed and/or observed 9

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.
- 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:
12/17/2019: 301(6)(9), 315(12), 318(5) 02/23/2019: 301(4) 05/07/2020: 206(1),
208(3), 312(2)(6) 03/23/2021: 312(2)(4)(b) Repeat violations established. 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 400.15301 Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.

(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.

“Assessment plan” means a written statement which is prepared in cooperation with a responsible agency or person and which identifies the specific care and maintenance, services, and resident activities appropriate for each individual resident’s physical and behavioral needs and well-being and the methods of providing the care and services, taking into account the preferences and competency of the individual.

REPEAT FINDINGS: The facility was unable to provide verification Resident A, B, C, and D’s assessment plans were completed with Resident A, B, C, and D’s designated representative, as evidenced by their missing signatures on Resident A, B, C, and D’s assessment plans.

The facility was unable to provide verification that Resident E’s assessment plans was completed with the licensee designee, as evidenced by licensee designee Catherine Reese’s missing signature on Resident E’s assessment plans.

Resident F is currently on hospice services. This was not indicated in his assessment plan.

R 400.15301 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:

- (a) An agreement to provide care, supervision, and protection, and to assure transportation services to the resident as indicated in the resident's written assessment plan and health care appraisal.
- (b) A description of services to be provided and the fee for the service.
- (c) A description of additional costs in addition to the basic fee that is charged.
- (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.
- (e) An agreement by the resident or the resident's designated representative or responsible agency to provide necessary intake information to the licensee, including health-related information at the time of admission.
- (f) An agreement by the resident or the resident's designated representative to provide a current health care appraisal as required by subrule (10) of this rule.
- (g) An agreement by the resident to follow the house rules that are provided to him or her.
- (h) An agreement by the licensee to respect and safeguard the resident's rights and to provide a written copy of these rights to the resident.
- (i) An agreement between the licensee and the resident or the resident's designated representative to follow the home's discharge policy and procedures.
- (j) A statement of the home's refund policy. The home's refund policy shall meet the requirements of R400.15315.
- (k) A description of how a resident's funds and valuables will be handled and how the incidental needs of the resident will be met.
- (l) A statement by the licensee that the home is licensed by the department to provide foster care to adults.

REPEAT FINDING: Resident B moved out of a neighboring facility and into Vibrant Life Senior Living Kalamazoo 1 on 10/29/2021. However, his written Resident Care Agreement was not completed until 11/24/2021.

R 400.15306 Use of assistive devices.

(2) An assistive device shall be specified in a resident's written assessment plan and agreed upon by the resident or the resident's designated representative and the licensee.

(3) Therapeutic supports shall be authorized, in writing, by a licensed physician. The authorization shall state the reason for the therapeutic support and the terms of the authorization.

FINDINGS: On record was a written order, signed by a licensed physician, for Resident B's use of a mechanical lift called a "sit-to-stand". The use of this assistive device was not indicated in Resident B's assessment plan. According to facility administrator Laurel Space, Resident B previously used this assistive device but was not currently using it. The written order for this assistive device needs to be discontinued OR otherwise specified in Resident B's assessment plan to use "as needed".

Resident B's written order for the use of a "sit-to-stand" did not include the terms of the authorization.

Resident F utilizes a hospital bed with an attached grab bar called a "Halo Safety Ring". There was no written orders, signed by a licensed physician, for Resident F's use of these assistive devices on record in the facility.

R 400.15312 Resident medications.

(2) Medication shall be given, taken, or applied pursuant to label instructions.

REPEAT FINDINGS: According to documentation on Resident G's December 2021 electronic Medication Administration Record, he was not administered his medication Loratadine 10mg on 12/02 because the medication was not available in the facility.

According to documentation on Resident H's October 2021 electronic Medication Administration Record, Resident H was not administered her Famotidine 20mg on 10/31 because the medication was not available in the facility.

According to documentation on Resident I's November 2021 electronic Medication Administration Record, Resident I was not administered her medication Bumetanide 1mg from 11/15 to 11/17 because the medication was not available in the facility.

According to documentation on Resident I's November 2021 electronic Medication Administration Record, Resident I was not administered her medication Breo Ellipta 200-25 Mcg Inhaler from 11/27 to 11/29 because the medication was not available in the facility.

According to documentation on Resident J's October and November 2021 electronic Medication Administration Records, Resident J was not administered his medication Gabapentin 600mg on 10/02 and 11/11 because the medication was not available in the facility.

Resident J was not administered his medication Mirtazapine 7.5mg on 10/15 because it was not available in the facility.

Resident J was not administered his evening dose of the medication Divalproex 125mg Sprinkles on 10/24 because it was not available in the facility. Resident J was not administered his morning and evening doses of this medication from 10/25 to 10/30 because it was not available in the facility.

Resident J was not administered his evening dose of the medication Metoprolol 25mg on 11/24 because it was not available in the facility. Resident J was not administered his morning and evening doses of his medication on 11/25 because it was not available in the facility. Resident J was not administered his morning doses of this medication from 11/26 to 11/28 because it was not available in the facility. It has been established Resident J was more than likely not administered his evening dose of this medication from 11/26 to 11/28 either, even though facility staff members' initials indicated that he did. Resident J was not administered his morning and evening doses of this medication on 11/29 because it was not available in the facility.

Resident J was not administered his medication Atorvastatin 40mg on 11/24 because it was not available in the facility.

According to Resident K's November 2021 Medication Administration Record, Resident K was not administered her Omeprazole 20mg from 11/25 to 11/28 because it was not available in the facility.

Resident K's was not administered her medication Levemir FlexTouch on 11/29 because the medication was not available in the facility.

R 400.15315

Handling of resident funds and valuables.

(12) Charges against the resident's account shall not exceed the agreed price for the services rendered and goods furnished or made available by the home to the resident.

FINDING: According to the resident register, Resident G was admitted into the facility on 07/14/2021. Documentation on Resident G's written Resident Care Agreement, dated 07/13/2021, indicated Resident G's designated representative, on behalf of Resident G, agreed to pay the facility a monthly fee of \$6,380, plus the monthly cost of cable. Resident G's written Resident Care Agreement indicated Resident G's designated representative, on behalf of Resident G, agreed to pay the additional fees indicated in the facility's admission packet. I reviewed the facility's admission packet and established that upon admission, the facility charges a non-refundable "community fee" of \$1,000 to cover residents' initial placement and admission expenses.

According to documentation on Resident G's Resident Funds II form, upon Resident G's admission, he paid the facility \$8,349. Facility administrator Laurel Space provided me with a written "prorated rent calculation", which indicated that upon his admission Resident G paid the following to the facility:

***17 days of prorated rent= \$3,482.28
Security deposit (one month's rent) = \$6,350
Community Fee = \$1,000
Cable fee = \$17
- \$2,500 for a move-in special
Total= \$8,349.28***

According to Ms. Space, "sometime in July" the facility began requiring new residents to pay one month's rent as a security deposit. However, the facility's admission packet was never updated to include this new additional fee.

R 400.15318

Emergency preparedness; evacuation plan; emergency transportation.

(5) A licensee shall practice emergency and evacuation procedures during daytime, evening, and sleeping hours at least once per quarter. A record of the practices shall be maintained and be available for department review.

REPEAT FINDINGS: There were no records of practice fire drills on record in the facility for the year 2020.

R 400.15401 Environmental health.

(2) Hot and cold running water that is under pressure shall be provided. A licensee shall maintain the hot water temperature for a resident's use at a range of 105 degrees Fahrenheit to 120 degrees Fahrenheit at the faucet.

FINDING: During the onsite licensing renewal inspection, the valve on the facility's water softener broke, causing water to pour out and into the facility. Facility staff members quickly responded and cleaned up the water. Subsequently, the facility's water supply was temporarily shut off until the valve could be repaired. While I was onsite, the facility's director of maintenance called someone to repair the valve. However, upon me leaving the facility the valve had not yet been repaired and the water supply remained temporarily shut off.

IV. RECOMMENDATION

Contingent upon receipt of an acceptable corrective action plan, renewal of the license is recommended.

Michele Streeter

12/07/2021

Michele Streeter
Licensing Consultant

Date