



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

February 6, 2023

Jeremiah Johnson
Battle Creek Bickford Cottage, L.L.C.
13795 S. Mur-Len Road
Olathe, KS 66062

RE: License #: AH130278262
Investigation #: 2023A1021028
Battle Creek Bickford Cottage

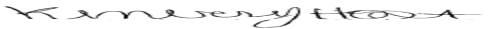
Dear Mr. Johnson:

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 authorized representative and a date.

If you desire technical assistance in addressing these issues, please feel free to 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 (517) 284-9730.

Sincerely,


Kimberly Horst, Licensing Staff
Bureau of Community and Health Systems
611 W. Ottawa Street
Lansing, MI 48909

enclosure

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

I. IDENTIFYING INFORMATION

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|---------------------------------------|--------------------------------------------|
| License #: | AH130278262 |
| Investigation #: | 2023A1021028 |
| Complaint Receipt Date: | 01/24/2023 |
| Investigation Initiation Date: | 01/26/2023 |
| Report Due Date: | 03/23/2023 |
| Licensee Name: | Battle Creek Bickford Cottage , L.L.C. |
| Licensee Address: | 13795 S. Mur-Len Road Olathe, KS 66062 |
| Licensee Telephone #: | (913) 782-3200 |
| Administrator: | Kimberly Barber |
| Authorized Representative: | Jeremiah Johnson |
| Name of Facility: | Battle Creek Bickford Cottage |
| Facility Address: | 3432 Capital Avenue Battle Creek, MI 49015 |
| Facility Telephone #: | (269) 979-9600 |
| Original Issuance Date: | 12/29/2006 |
| License Status: | REGULAR |
| Effective Date: | 10/15/2022 |
| Expiration Date: | 10/14/2023 |
| Capacity: | 55 |
| Program Type: | ALZHEIMERS AGED |

II. ALLEGATION(S)

| | Violation Established? |
|-------------------------------------------------|------------------------|
| Items stolen from Resident A's room. | No |
| Facility failed to refund Resident A. | No |
| Facility has insufficient staff on third shift. | No |
| Facility failed to provide nutritional meals. | No |
| Facility is unclean. | No |
| Additional Findings | Yes |

III. METHODOLOGY

| | |
|------------|------------------------------------------------------------------------------------|
| 01/24/2023 | Special Investigation Intake 2023A1021028 |
| 01/25/2023 | APS Referral referral came from APS |
| 01/26/2023 | Special Investigation Initiated - Face to Face |
| 02/06/2023 | Exit Conference Exit conference with authorized representative Jeremiah Johnson |

The complainant identified some concerns that were not related to home for the aged licensing rules and statutes. Therefore, only specific items pertaining to homes for the aged provisions of care were considered for investigation. The following items were those that could be considered under the scope of licensing.

ALLEGATION:

Items stolen from Resident A's room.

INVESTIGATION:

On 01/24/2023, the licensing department received a complaint from Adult Protective Services (APS) with allegations someone stole a ring, perfume, and money from Resident A's room.

On 1/26/2023, I interviewed administrator Kimberly Barber at the facility. Ms. Barber reported she was made aware of the missing items from Resident A's room. Ms. Barber reported Relative A1 brought the concerns to her and reported items came up missing on a weekend. Ms. Barber reported she interviewed all care staff about the missing items, and they all denied taking items from the room. Ms. Barber reported she offered to purchase new perfume for Resident A and Relative A1 denied this offer. Ms. Barber reported she has not received any other complaints on items stolen from resident rooms.

I reviewed admission agreement signed by Resident A. The agreement read,

"Bickford shall not be responsible for any loss or damage to any property belonging to Resident due to theft or any other causes, excluding loss or damage resulting from Bickford willful misconduct or gross negligence."

| APPLICABLE RULE | |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| R 325.1921 | Governing bodies, administrators, and supervisors. |
| | (1) The owner, operator, and governing body of a home shall do all of the following: (b) Assure that the home maintains an organized program to provide room and board, protection, supervision, assistance, and supervised personal care for its residents. |
| For Reference: R 325.1901 | Definitions. |
| | (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. |
| ANALYSIS: | Resident A's items were lost at the facility. The facility attempted to locate the missing items by speaking with staff. It is unknown what happened to the items, but the facility made reasonable efforts to locate Resident A's items. |
| CONCLUSION: | VIOLATION NOT ESTABLISHED |

ALLEGATION:

Facility failed to refund Resident A.

INVESTIGATION:

The complainant alleged that Resident A moved out of the facility on 11/18/2022 but was billed for services on 11/18/2022- 11/30/2022.

Ms. Barber reported Relative A1 provided the facility with a 30 day notice on 11/14/2022 with plans to vacate the facility on 12/14/2022. Ms. Barber reported Resident A moved out of the building on 11/18/2022. Ms. Barber reported Resident A signed the admission agreement stating the facility can and will bill up to 30 days prior to move out. Ms. Barber reported the facility acted in accordance with their admission agreement.

I reviewed the admission agreement signed by Resident A. The agreement read,

“In the event the Resident elects to voluntarily vacate the premises, the Resident shall be liable for 30 days rent at his/her existing rate from the day which written notice is given to the Director. At the end of the 30 day period, if apartment is not completely vacated, Resident shall continue to accrue charges at the existing rate until all belongings have been removed from the premises and all keys and all other items returned. In the even of loss or damaged items, the Resident shall forfeit any deposit.”

| APPLICABLE RULE | |
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| 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 shall, at a minimum, specify all of the following: (f) The home's refund policy. |

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| ANALYSIS: | Resident A signed an admission agreement that stated Resident A was liable for 30 days rent from the date the discharge notice is provided to the Director. The Director was notified on 11/14/2022 and Resident A was charged until 11/30/2022. The facility acted in accordance with their facility refund policy. |
| CONCLUSION: | VIOLATION NOT ESTABLISHED |

ALLEGATION:

Facility has insufficient staff on third shift.

INVESTIGATION:

The complainant alleged there is insufficient staff on third shift.

Ms. Barber reported there are two caregivers and one medication technician on third shift. Ms. Barber reported one caregiver is responsible for memory care and the other caregiver is responsible for assisted living. Ms. Barber reported in assisted living there is one resident that is a two person assist and two residents that require staff re-direction. Ms. Barber reported on third shift, most residents are in bed and sleeping. Ms. Barber reported the facility has a mandation policy that is reflected on the staff schedule. Ms. Barber reported if a staff member is mandated, they could be required to extend their shift if there is a call off. Ms. Barber reported the facility does not work below their staffing levels.

On 01/26/2023, I interviewed staff person 1 (SP1). SP1 reported on third shift there is always three employees with one medication technician and two caregivers. SP1 reported she can meet the needs of the residents on her shift.

On 01/26/2023, I interviewed SP2. SP2 reported on third shift there is always three staff members which is sufficient to meet the needs of the residents. SP2 reported no concerns with staffing levels on third shift.

I reviewed staff schedule for 1/1/2023-1/26/2023. The schedule revealed on third shift there was one medication technician and two caregivers.

| APPLICABLE RULE | |
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| R 325.1931 | Employees; general provisions. |
| | (5) The home shall have adequate and sufficient staff on duty at all times who are awake, fully dressed, and capable of providing for resident needs consistent with the resident service plans. |

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| ANALYSIS: | Review of schedules and attestations from staff revealed the facility is operating at their desired staffing level. Employees reported they are fully meeting the needs of the residents. |
| CONCLUSION: | VIOLATION NOT ESTABLISHED |

ALLEGATION:

Facility failed to provide nutritional meals.

INVESTIGATION:

The complainant alleged the facility did not have a kitchen manager and floor staff members were responsible for cooking and various kitchen duties.

Ms. Barber reported the facility was without a kitchen manager for a few weeks. Ms. Barber reported the kitchen manager walked off during her shift and it took the facility some time to find a suitable replacement. Ms. Barber reported during that time, management and floor staff completed kitchen duties. Ms. Barber reported the lunch meal was improvised due to lack of kitchen staff. Ms. Barber reported breakfast and dinner meals were not changed. Ms. Barber reported the facility did order take out from various restaurants and obtained food from Gordon Food Service. Ms. Barber reported residents still had the option to order from their always available menu which includes hot dogs, hamburger, grilled cheese, chef salad, and various other items.

On 01/26/2023, I interviewed SP3. SP3 reported the facility has had changes in kitchen staff and did work without a kitchen staff manager. SP3 reported due to this, management and floor staff were responsible for kitchen duties. SP3 reported sometimes food was not ordered and therefore menus could not be followed. SP3 reported staff members worked together to ensure food was provided to the residents.

On 01/26/2023, I interviewed Resident B at the facility. Resident B reported there has been changes in kitchen staff. Resident B reported she used to get cottage cheese and fresh fruit but has not been able to due to supply chain issues and changes in the kitchen staff. Resident B reported the facility has always provided meals and food to the residents.

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| APPLICABLE RULE | |
| R 325.1951 | Nutritional need of residents. |
| | A home shall meet the food and nutritional needs of a resident in accordance with the recommended daily dietary allowances of the food and nutrition board of the national |

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| | research council of the national academy of sciences, adjusted for age, gender, and activity, or other national authority acceptable to the department, except as ordered by a licensed health care professional. |
| ANALYSIS: | Interviews conducted revealed the facility was without a kitchen manager which caused disruptions and changes in food service. However, there is lack of evidence to support the allegation the facility did not provide nutritional meals. |
| CONCLUSION: | VIOLATION NOT ESTABLISHED |

ALLEGATION:

Facility is unclean.

INVESTIGATION:

The complainant alleged that the facility does not have a housekeeper and the resident rooms are dirty.

Ms. Barber reported the facility was without a housekeeper for a few weeks. Ms. Barber reported during this time caregivers were responsible for cleaning common areas and resident rooms. Ms. Barber reported while a deep clean might have been missed, the rooms were still clean. Ms. Barber reported the facility now has a housekeeper that works 20 hours a week and is responsible for cleaning resident rooms and the common areas.

I observed the common areas of the facility including the living area, dining area, hallways, and bathrooms. The common areas of the facility were clean as observed by the floors were vacuumed, there was no litter on the floor, and the facility smelt clean. I observed multiple resident rooms and bathrooms. The rooms were tidy and clean. The bathrooms were also clean.

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| APPLICABLE RULE | |
| R 325.1979 | General maintenance and storage. |
| | (1) The building, equipment, and furniture shall be kept clean and in good repair. |

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| ANALYSIS: | The facility was without a housekeeper but had various other staff members completing housekeeping tasks. The facility has recently hired a new housekeeper. While at the facility, I did not observe any cleanliness issues and therefore there is lack of evidence to support this allegation. |
| CONCLUSION: | VIOLATION NOT ESTABLISHED |

ADDITIONAL FINDINGS:

INVESTIGATION:

Ms. Barber reported when the facility was without a kitchen manager the menu was changed. Ms. Barber reported the changes were communicated daily to the residents. Ms. Barber reported the changes were not documented.

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| APPLICABLE RULE | |
| R 325.1953 | Menus. |
| | (2) A home shall maintain a copy of all menus as actually served to residents for the preceding 3 months. |
| ANALYSIS: | The facility changed the menu, and the changes were not reflected on the menu. |
| CONCLUSION: | VIOLATION ESTABLISHED |

On 2/6/2023, I conducted an exit conference with authorized representative Jeremiah Johnson.

IV. RECOMMENDATION

Contingent upon receipt of an acceptable corrective action plan, I recommend no change in the status of the license.

Kimberly Horst

1/27/2023

Kimberly Horst
Licensing Staff

Date

Approved By:

A handwritten signature in black ink that reads "Andrea L. Moore". The signature is written in a cursive style with a large, circular initial "A".

02/06/2023

Andrea L. Moore, Manager
Long-Term-Care State Licensing Section

Date