

CCMCF BOARD MEETING

June 24, 2024

10:00 a.m.

1. Call to Order
2. Roll Call
3. Introduction of visitors and guests
4. Public Comments (limit 3 minutes/person)
5. Additions/Deletions to Agenda
6. Approval of the Agenda
7. Approval of the Minutes
8. Financial – Jeremy Franks
 - a. Check Register
 - b. Recent Census
9. Corporate Compliance
10. Covid/Influenza Update – no resident cases
11. IT update –
 - a. WorxHub Software
 - c. Digital Faxing
12. Annual Survey - desk review for F-tags and revisit for K-tags
13. CMS- Civil Monetary Penalty
14. MCMCFC conference
15. CCMCF Administrator
16. Employee Roster
17. Resident Council Minutes
18. CCMCF Newsletter
19. Compass
20. Any Other Business That May Reasonably Come Before the Board
21. Board Member Comments/Announcements

Adjournment

MINUTES FOR:
CASS COUNTY MEDICAL CARE FACILITY BOARD MEETING

May 20, 2024 10:00 a.m.

In attendance: Jennifer Rentfrow (Board Chairperson), Vicki Vaughn (Board Vice-Chairperson), Linda Duchon (Interim Administrator), Phil Alt (Accounting Consultant), Rayann Franco (Recording Minutes).

The meeting was called to order by Vicki Vaughn at 10:00 a.m.

Roll call: Members present – Jennifer Rentfrow, Vicki Vaughn

Members absent: Jeff Carmen

Guests for Public Comment: Commissioner Mary Howie, Rie Shimada, Jodi Nestich

Public comment: None.

Additions/deletions to Agenda: None

Jennifer Rentfrow made the motion that the agenda be accepted with the addition of billing questions. Vicki Vaughn supported the motion. Motion passed unanimously.

Jennifer Rentfrow made the motion to approve the minutes as presented. Vicki Vaughn supported the motion. Motion passed unanimously.

The check register was reviewed. Jennifer Rentfrow made the motion to approve the checks in the amount of \$721,907.68 and the direct payments of \$91,692.78. Vicki Vaughn supported the motion. Motion passed unanimously.

Phil Alt reported that there was an increase in census compared to the previous year.

Phil Alt presented the quarterly financial report. There has been a slight decrease in cash since December, but it was reported that the reserves were not utilized during this period. Jennifer Rentfrow made the motion to accept the quarterly financial report as presented. Vicki Vaughn supported the motion. Motion passed unanimously.

Rayann Franco provided a report for Corporate Compliance. There was one Corporate Compliance investigation. The report was reviewed and approved by the consultant.

Linda Duchon reported that there were currently no staff or residents with COVID or influenza.

Linda Duchon reported that the IT department will be attending a demonstration with her for software for work orders. This will not only track work orders but will also track drills and inspections.

Linda Duchon reported that she met with the IT department. There will be a new process for adding and deleting employees regarding access. Digital faxing will be implemented soon. Sharepoint is live and policies are being added.

Linda Duchon reported that there was a cyber security event with Ascension which we use for lab work. Ascension was only able to process stat labs. A new contract was signed with another company so that routine labs can be done.

Linda Duchon stated that the plan of correction has been submitted. There were two life safety code K-tags that we received tags on last year. There were six F-tags.

Linda Duchon reported that nursing home week was a success. Meals and activities correlated with them for that day.

Linda Duchon stated that she has signed a contract with a new agency to get more nurses. She explained that the new staffing requirements will be a challenge for smaller nursing facilities.

Linda Duchon presented the new attendance policy. Jennifer Rentfrow made the motion to approve the policy. Vicki Vaughn supported the motion. The motion passed unanimously.

There was discussion regarding the search for a new administrator. Copies of the job description and last job posting has been forwarded to the board.

Linda Duchon explained that protocol for the recent tornado warning. All residents that triggered for tornados in their trauma informed care assessment had employees visiting with them during the time of the warning.

Linda Duchon will investigate a resident and a family having private cook outs on the facility grounds.

The regulations state that residents must have access to a resident refrigerator that is located in a public area. One has been placed in the resident tv room.

A former resident's family member approached a board member regarding their bill. It was explained that there was a credit because the family had made a large payment. That payment was reported as non-sufficient funds by the bank after several attempts so the credit was reversed. The family was provided with a final bill.

Jennifer Rentfrow made the motion to adjourn the meeting. Vicki Vaughn supported the motion.
The meeting was adjourned at 12:02 p.m.

Respectfully submitted by:

Rayann Franco

_____ (Board Chairperson)

_____ (Administrator)

Date: Jun 7, 2024
Time: 10:07:17 ET
User: Jeremy Franks

Cass County Medical Care Facility
Detailed Census Report - By Payer
Yearly Census - Ending April 2024

Cass County Medical Care Facility

Page # 1

Unit: All Floor: All Payers: All Bed Certification: All

Summary By:
Payer

Summary By:		# of Days														
Payer		Oct/23	Nov/23	Dec/23	Jan/24	Feb/24	Mar/24	Apr/24								
Auto (AUT)	213	31	30	31	31	29	31	30								
Commercial Insurance (CI)	40	3	30	7	0	0	0	0								
Hospice Medicaid (HM)	442	0	36	62	61	82	92	109								
Humana Medicare Advantage (MHA)	129	25	25	20	0	12	21	26								
MI Health Link Medicaid (MILM)	1081	137	120	124	186	169	162	183								
MI Health Link Medicare (MILM)	110	0	2	59	9	23	11	12								
Med Plus Blue Advantage (BMA)	89	12	28	5	11	21	0	6								
Medicaid (MA)	9711	1452	1418	1550	1399	1292	1307	1293								
Medicare A (MCA)	1090	128	167	167	113	128	199	188								
Meridian MI Health Link Medicare (MMM)	49	0	0	0	0	11	31	7								
Michigan Blue Cross (MBC)	132	0	19	31	31	29	22	0								
Priority Health Medicare Advantage (PH)	13	12	1	0	0	0	0	0								
Private Pay (PP)	1925	270	221	250	312	291	255	326								
UHC Medicaid Levels (UML)	32	0	10	22	0	0	0	0								
United Health Care Advantage (UMA)	162	41	63	16	20	16	0	6								
Wellcare Advantage (WEA)	25	25	0	0	0	0	0	0								

TOTAL DAYS

15243 2136 2170 2344 2173 2103 2131 2186

Date: Jun 7, 2024
Time: 09:15:01 ET
User: Jeremy Franks

Cass County Medical Care Facility
Detailed Census Report - By Payer
Monthly Census - Ending April 2024

Cass County Medical Care Facility

Page # 1

Unit: All Floor: All Payers: All Bed Certification: All

Summary By: Payer	# of Days																														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Auto (AUT)	30	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Hospice Medicaid (HM)	109	2	2	2	2	2	2	2	2	2	3	3	4	4	4	4	4	4	5	5	5	5	5	5	5	4	4	4	4	4	4
Humana Medicare Advantage (MHA)	26	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	2	2	2	2
MI Health Link Medicare (MHM)	183	5	5	5	5	5	5	5	5	5	6	7	7	7	7	7	7	7	7	6	6	6	6	6	6	6	6	6	6	6	6
MI Health Link Medicare (MHM)	6	2	2	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Med Plus Blue Advantage (BMA)	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Medicaid (MA)	1293	42	42	43	43	43	43	44	44	44	44	43	43	43	43	43	44	43	43	43	43	43	43	43	43	42	43	43	43	44	44
Medicare A (MCA)	188	7	7	7	7	7	7	7	6	6	7	6	6	6	6	6	7	7	7	7	7	7	7	7	6	6	6	5	4	4	4
Meridian MI Health Link Medicare (MMM)	7	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Private Pay (PP)	326	9	9	9	10	10	10	10	10	10	10	10	10	10	11	11	11	11	11	11	11	11	12	12	12	12	12	12	12	12	12
United Health Care Advantage (UMA)	6	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL DAYS	2186	70	70	70	71	71	71	71	70	73	71	71	72	72	72	72	74	75	75	75	76	76	76	75	74	73	75	74	73	73	75

Date: Jun 6, 2024
Time: 13:26:03 ET
User: Jeremy Franks

Cass County Medical Care Facility
Check Register
5/1/2024 - 5/31/2024

Check Numbers: 1 - 999999999 Bank: Operating Account-CCMCF

Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
DP921	INDIANA DEPT OF REVENUE	INDIANA DEPT OF REVENUE	2171-1	5/22/2024	\$5,717.15	Payment	Y
921	INDIANA DEPT OF REVENUE	INDIANA DEPT OF REVENUE	311-1	5/22/2024	(\$5,717.15)	Payment	Reversed
DP925	Mellife	Mellife	2194-1	5/1/2024	\$6,369.61	Payment	Y
DP926	Internal Revenue Service	Internal Revenue Service	2195-1	5/1/2024	\$5,263.06	Payment	Y
DP927	Internal Revenue Service	Internal Revenue Service	2196-1	5/8/2024	\$66,772.07	Payment	Y
DP928	DELTA DENTAL	DELTA DENTAL	2197-1	5/13/2024	\$5,326.52	Payment	Y
DP929	Internal Revenue Service	Internal Revenue Service	2198-1	5/15/2024	\$5,122.25	Payment	Y
DP930	HUNTINGTON NATIONAL BANK	HUNTINGTON NATIONAL BANK	2199-1	5/15/2024	\$254.25	Payment	Y
DP931	HUNTINGTON NATIONAL BANK	HUNTINGTON NATIONAL BANK	2200-1	5/15/2024	\$104.00	Payment	Y
DP932	HUNTINGTON NATIONAL BANK	HUNTINGTON NATIONAL BANK	2201-1	5/15/2024	\$66.00	Payment	Y
DP933	HUNTINGTON NATIONAL BANK	HUNTINGTON NATIONAL BANK	2202-1	5/15/2024	\$30.00	Payment	Y
DP934	HUNTINGTON NATIONAL BANK	HUNTINGTON NATIONAL BANK	2203-1	5/15/2024	\$15.00	Payment	Y
DP935	MICHIGAN DEPT OF TREASURY	MICHIGAN DEPT OF TREASURY	2204-1	5/20/2024	\$20,773.64	Payment	Y
DP936	INDIANA DEPT OF REVENUE	INDIANA DEPT OF REVENUE	2205-1	5/20/2024	\$5,958.16	Payment	Y
DP937	ALERUS FINANCIAL	ALERUS FINANCIAL	2206-1	5/21/2024	\$2,738.81	Payment	Y
DP938	MERS	MERS	2207-1	5/21/2024	\$51,533.00	Payment	Y
DP939	MERS	MERS	2208-1	5/21/2024	\$99.06	Payment	Y
DP948	Internal Revenue Service	Internal Revenue Service	2220-1	5/22/2024	\$66,570.71	Payment	Y
DP949	Internal Revenue Service	Internal Revenue Service	2221-1	5/29/2024	\$4,989.12	Payment	Y
64079	AIRGAS USA LLC	AIRGAS USA LLC	2166-1	5/3/2024	\$446.40	Payment	
64080	AMBER HAMMAN	AMBER HAMMAN	2166-2	5/3/2024	\$40.00	Payment	
64081	AUNALYTICS, INC.	AUNALYTICS, INC.	2166-3	5/3/2024	\$7,524.00	Payment	
64082	CARD VASCULAR LLC	CARD VASCULAR LLC	2166-4	5/3/2024	\$625.00	Payment	
64083	CASS COUNTY	CASS COUNTY	2166-5	5/3/2024	\$2,967.06	Payment	
64084	CASS COUNTY COUNCIL ON AGING	CASS COUNTY COUNCIL ON AGING	2166-6	5/3/2024	\$410.00	Payment	
64085	Cintas	Cintas	2166-7	5/3/2024	\$130.41	Payment	
64086	David Dills	David Dills	2166-8	5/3/2024	\$269.60	Payment	

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Cass County Medical Care Facility
Check Register
5/1/2024 - 5/31/2024

Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
64087	DIRECT SUPPLY INC	DIRECT SUPPLY INC	2166-9	5/3/2024	\$179.96	Payment	
64088	eProvider Solutions LLC	eProvider Solutions LLC	2166-10	5/3/2024	\$350.00	Payment	
64089	FITZSIMMONS HOSPITAL SERVICES	FITZSIMMONS HOSPITAL SERVICES	2166-11	5/3/2024	\$3,550.32	Payment	
64090	GREAT LAKES MEDI-VAN, LLC	GREAT LAKES MEDI-VAN, LLC	2166-12	5/3/2024	\$1,425.00	Payment	
64091	IBEKIE FOUNDATION INC	IBEKIE FOUNDATION INC	2166-13	5/3/2024	\$5,833.33	Payment	
64092	INDEED	INDEED	2166-14	5/3/2024	\$3,000.00	Payment	
64093	JENNIFER BATA	JENNIFER BATA	2166-15	5/3/2024	\$231.56	Payment	
64094	LINDA L. DUCHON	LINDA L. DUCHON	2166-16	5/3/2024	\$6,543.50	Payment	
64095	MCMCFC	MCMCFC	2166-17	5/3/2024	\$4,100.00	Payment	
64096	MEAL SUITE	MEAL SUITE	2166-18	5/3/2024	\$513.00	Payment	
64097	MICHELE KLINE	MICHELE KLINE	2166-19	5/3/2024	\$120.00	Payment	
64098	Michiana Mobility	Michiana Mobility	2166-20	5/3/2024	\$2,397.50	Payment	
64099	MICHIGAN DEPT OF COMM HLTH	MICHIGAN DEPT OF COMM HLTH	2166-21	5/3/2024	\$3,516.47	Payment	
64100	Midwest Juice, Inc. of Michigan	Midwest Juice, Inc. of Michigan	2166-22	5/3/2024	\$239.56	Payment	
64101	Net Health Systems Inc.	Net Health Systems Inc.	2166-23	5/3/2024	\$892.50	Payment	
64102	ORIENTAL TRADING COMPANY-OTC BRANDS INC	ORIENTAL TRADING COMPANY-OTC BRANDS INC	2166-24	5/3/2024	\$134.38	Payment	
64103	PLANT MAGIC LLC	PLANT MAGIC LLC	2166-25	5/3/2024	\$193.12	Payment	
64104	PointClickCare	PointClickCare	2166-26	5/3/2024	\$3,714.20	Payment	
64105	Potawatomi Zoo	Potawatomi Zoo	2166-27	5/3/2024	\$80.00	Payment	
64106	PROFESSIONAL MEDICAL	PROFESSIONAL MEDICAL	2166-28	5/3/2024	\$12.89	Payment	
64107	RELAS LEARNING LLC	RELAS LEARNING LLC	2166-29	5/3/2024	\$12,705.21	Payment	
64108	ROSE PEST SOLUTIONS	ROSE PEST SOLUTIONS	2166-30	5/3/2024	\$190.00	Payment	
64109	S&S WORLDWIDE INC	S&S WORLDWIDE INC	2166-31	5/3/2024	\$175.92	Payment	
64110	SEMCO ENERGY	SEMCO ENERGY	2166-32	5/3/2024	\$2,050.57	Payment	
64111	Shelton's Wholesale Co	Shelton's Wholesale Co.	2166-33	5/3/2024	\$1,702.25	Payment	
64112	Breauna Melville	Breauna Melville	2167-1	5/7/2024	\$465.87	Payment	
64113	Paris Ruff	Paris Ruff	2168-1	5/9/2024	\$134.95	Payment	
64114	IBEKIE FOUNDATION INC	IBEKIE FOUNDATION INC	2169-1	5/9/2024	\$5,833.33	Payment	
64115	Accushield, LLC	Accushield, LLC	2175-1	5/17/2024	\$249.00	Payment	

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Cass County Medical Care Facility
Check Register
5/1/2024 - 5/31/2024

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Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
64116	AIRGAS USA LLC	AIRGAS USA LLC	2175-2	5/17/2024	\$455.76	Payment	
64117	ALLEN MOTT	ALLEN MOTT	2175-3	5/17/2024	\$100.00	Payment	
64118	ALT LONG TERM CARE CONSULTING	ALT LONG TERM CARE CONSULTING	2175-4	5/17/2024	\$4,913.20	Payment	
64119	AT&T	AT&T	2175-5	5/17/2024	\$98.95	Payment	
64120	CARD VASCULAR LLC	CARD VASCULAR LLC	2175-6	5/17/2024	\$2,450.00	Payment	
64121	CARELINC MED EQUIP & SUPPLY	CARELINC MED EQUIP & SUPPLY	2175-7	5/17/2024	\$259.00	Payment	
64122	CASS COUNTY TRANS AUTHORITY	CASS COUNTY TRANS AUTHORITY	2175-8	5/17/2024	\$1,751.75	Payment	
64123	Cintas	Cintas	2175-9	5/17/2024	\$130.41	Payment	
64124	COMMUNITY MILLS	COMMUNITY MILLS	2175-10	5/17/2024	\$49.48	Payment	
64125	DIRECT SUPPLY INC	DIRECT SUPPLY INC	2175-11	5/17/2024	\$4,148.99	Payment	
64126	ECS Solutions A Division of HW&CO	ECS Solutions A Division of HW&CO	2175-12	5/17/2024	\$5,657.50	Payment	
64127	EXPRESS SUPPLY WORLDWIDE INC	EXPRESS SUPPLY WORLDWIDE INC	2175-13	5/17/2024	\$1,204.75	Payment	
64128	FLEXPAC	FLEXPAC	2175-14	5/17/2024	\$2,284.21	Payment	
64129	GARRETT LABORATORIES	GARRETT LABORATORIES	2175-15	5/17/2024	\$71.55	Payment	
64130	GRAINGER	GRAINGER	2175-16	5/17/2024	\$1,186.51	Payment	
64131	HARDING'S MARKET	HARDING'S MARKET	2175-17	5/17/2024	\$182.31	Payment	
64132	HARTER SUPPLY	HARTER SUPPLY	2175-18	5/17/2024	\$407.16	Payment	
64133	HR ADVANTAGE ADVISORY LLC	HR ADVANTAGE ADVISORY LLC	2175-19	5/17/2024	\$900.00	Payment	
64134	INPRO CORPORATION	INPRO CORPORATION	2175-20	5/17/2024	\$3,334.35	Payment	
64135	JAMIE GISH	JAMIE GISH	2175-21	5/17/2024	\$105.00	Payment	
64136	JENNIFER BATA	JENNIFER BATA	2175-22	5/17/2024	\$81.25	Payment	
64137	JMD Healthcare Solutions LLC	JMD Healthcare Solutions LLC	2175-23	5/17/2024	\$2,720.00	Payment	
64138	KCI USA	KCI USA	2175-24	5/17/2024	\$1,847.60	Payment	
64139	KRONOS SAASHR INC	KRONOS SAASHR INC	2175-25	5/17/2024	\$2,852.81	Payment	
64140	KYLE KLINE	KYLE KLINE	2175-26	5/17/2024	\$7,055.00	Payment	
64141	LEADERSTAT LTD	LEADERSTAT LTD	2175-27	5/17/2024	\$4,275.00	Payment	
64142	Midwest Juice, Inc. of Michigan	Midwest Juice, Inc. of Michigan	2175-28	5/17/2024	\$605.93	Payment	
64143	NEIGHBORS INC	NEIGHBORS INC	2175-29	5/17/2024	\$200.00	Payment	
64144	NUTRITION SERVICES INC	NUTRITION SERVICES INC	2175-30	5/17/2024	\$2,240.20	Payment	

Date: Jun 6, 2024
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Cass County Medical Care Facility
Check Register
5/1/2024 - 5/31/2024

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Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
64145	PERFORMANCE HEALTH SUPPLY INC	PERFORMANCE HEALTH SUPPLY INC	2175-31	5/17/2024	\$78.96	Payment	
64146	Pitney Bowes Bank Inc Purchase Power	Pitney Bowes Bank Inc Purchase Power	2175-32	5/17/2024	\$502.25	Payment	
64147	QUILL CORPORATION	QUILL CORPORATION	2175-33	5/17/2024	\$2,542.01	Payment	
64148	SMCAS	SMCAS	2175-34	5/17/2024	\$257.34	Payment	
64149	SYSCO GRAND RAPIDS	SYSCO GRAND RAPIDS	2175-35	5/17/2024	\$5,669.71	Payment	
64150	TELENET WORLDWIDE	TELENET WORLDWIDE	2175-36	5/17/2024	\$294.23	Payment	
64151	Tri-County Ambulance Service, Inc.	Tri-County Ambulance Service, Inc.	2175-37	5/17/2024	\$151.00	Payment	
64152	W.B. HAYDEN & SONS	W.B. HAYDEN & SONS	2175-38	5/17/2024	\$25.89	Payment	
64153	WASTE MANAGEMENT OF MI INC	WASTE MANAGEMENT OF MI INC	2175-39	5/17/2024	\$2,941.62	Payment	
64154	WAYSTAR INC	WAYSTAR INC	2175-40	5/17/2024	\$103.57	Payment	
64155	ASCENSION BORGESS-LEE HOSPITAL	ASCENSION BORGESS-LEE HOSPITAL	2216-1	5/24/2024	\$190.08	Payment	
64156	BLUE CROSS BLUE SHIELD MI-0054	BLUE CROSS BLUE SHIELD MI-0054	2216-2	5/24/2024	\$725.51	Payment	
64157	CECA FOUNDATION	CECA FOUNDATION	2216-3	5/24/2024	\$500.00	Payment	
64158	FLEXPAC	FLEXPAC	2216-4	5/24/2024	\$96.75	Payment	
64159	FRONTIER	FRONTIER	2216-5	5/24/2024	\$336.59	Payment	
64160	GORDON FOOD SERVICE	GORDON FOOD SERVICE	2216-6	5/24/2024	\$33,906.50	Payment	
64161	GORDON FOOD SERVICE	GORDON FOOD SERVICE	2216-6	5/24/2024	\$0.00	Payment	
64162	H & G SERVICES	H & G SERVICES	2216-7	5/24/2024	\$1,002.80	Payment	
64163	HAWKINS WATER TECH	HAWKINS WATER TECH	2216-8	5/24/2024	\$2,182.03	Payment	
64164	INDIANA MICHIGAN POWER	INDIANA MICHIGAN POWER	2216-9	5/24/2024	\$6,046.71	Payment	
64165	JENNIFER BATA	JENNIFER BATA	2216-10	5/24/2024	\$312.81	Payment	
64166	LAKELAND HEALTH CARE	LAKELAND HEALTH CARE	2216-11	5/24/2024	\$211.23	Payment	
64167	LIFE EMS AMBULANCE	LIFE EMS AMBULANCE	2216-12	5/24/2024	\$330.00	Payment	
64168	LINDA L. DUCHON	LINDA L. DUCHON	2216-13	5/24/2024	\$6,544.50	Payment	
							Void

Date: Jun 6, 2024
Time: 13:26:03 ET
User: Jeremy Franks

Cass County Medical Care Facility
Check Register
5/1/2024 - 5/31/2024

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Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
64169	MACK CUT LAWN SERVICE	MACK CUT LAWN SERVICE	2216-14	5/24/2024	\$1,600.00	Payment	
64170	MEC	MEC	2216-15	5/24/2024	\$155.00	Payment	
64171	MED-REC SYSTEMS	MED-REC SYSTEMS	2216-16	5/24/2024	\$180.00	Payment	
64172	MEDLINE INDUSTRIES INC	MEDLINE INDUSTRIES INC	2216-17	5/24/2024	\$24,039.35	Payment	
64173	MEDLINE INDUSTRIES INC	MEDLINE INDUSTRIES INC	2216-17	5/24/2024	\$0.00	Payment	Void
64174	MEDLINE INDUSTRIES INC	MEDLINE INDUSTRIES INC	2216-17	5/24/2024	\$0.00	Payment	Void
64175	MICHELE KLINE	MICHELE KLINE	2216-18	5/24/2024	\$43.75	Payment	
64176	MICHIGAN DEPT OF COMM HLTH	MICHIGAN DEPT OF COMM HLTH	2216-19	5/24/2024	\$71,535.97	Payment	
64177	MICHIGAN STATE DISBRS UNIT.	MICHIGAN STATE DISBRS UNIT	2216-20	5/24/2024	\$53.56	Payment	
64178	ORTHOPEDIC & SPORTS MEDICINE CENTER	ORTHOPEDIC & SPORTS MEDICINE CENTER	2216-21	5/24/2024	\$234.29	Payment	
64179	PERFORMANCE HEALTH SUPPLY INC	PERFORMANCE HEALTH SUPPLY INC	2216-22	5/24/2024	\$218.74	Payment	
64180	PROFESSIONAL MEDICAL	PROFESSIONAL MEDICAL	2216-23	5/24/2024	\$1,785.40	Payment	
64181	RILEY BOURDON	RILEY BOURDON	2216-24	5/24/2024	\$100.00	Payment	
64182	ROSE PEST SOLUTIONS	ROSE PEST SOLUTIONS	2216-25	5/24/2024	\$325.00	Payment	
64183	Shelton Wholesale Co	Shelton's Wholesale Co.	2216-26	5/24/2024	\$1,547.50	Payment	
64184	Southwest Michigan Orthopaedics	Southwest Michigan Orthopaedics	2216-27	5/24/2024	\$45.33	Payment	
64185	SYSO GRAND RAPIDS	SYSO GRAND RAPIDS	2216-28	5/24/2024	\$3,339.60	Payment	
64186	UNIVERSITY OF NORTH DAKOTA	UNIVERSITY OF NORTH DAKOTA	2216-29	5/24/2024	\$925.00	Payment	
64187	VANGUARD FIRE & SECURITY SYSTEMS INC	VANGUARD FIRE & SECURITY SYSTEMS INC	2216-30	5/24/2024	\$1,972.50	Payment	
64188	VERIZON WIRELESS	VERIZON WIRELESS	2216-31	5/24/2024	\$70.69	Payment	
64189	LYNDA NEWTON	LYNDA NEWTON	2222-1	5/30/2024	\$1,500.00	Payment	
64190	MICHELE BRADY	MICHELE BRADY	2223-1	5/30/2024	\$4,500.00	Payment	
64191	CARD VASCULAR LLC	CARD VASCULAR LLC	2224-1	5/31/2024	\$600.00	Payment	
64192	Cintas	Cintas	2224-2	5/31/2024	\$86.41	Payment	
64193	Dish Network LLC	Dish Network LLC	2224-3	5/31/2024	\$891.66	Payment	

Date: Jun 6, 2024
Time: 13:26:03 ET
User: Jeremy Franks

Cass County Medical Care Facility
Check Register
5/1/2024 - 5/31/2024

Check Number	Vendor Name	Remit to	Reference	Check/Reversal Date	Amount	Type	Status
64194	FLEXPAC	FLEXPAC	2224-4	5/31/2024	\$331.06	Payment	
64195	GORDON FOOD SERVICE	GORDON FOOD SERVICE	2224-5	5/31/2024	\$6,818.63	Payment	
64196	JENNIFER BATA	JENNIFER BATA	2224-6	5/31/2024	\$34.89	Payment	
64197	LEADERSTAT LTD	LEADERSTAT LTD	2224-7	5/31/2024	\$2,756.25	Payment	
64198	LINDA L. DUCHON	LINDA L. DUCHON	2224-8	5/31/2024	\$6,387.70	Payment	
64199	LIVELY	LIVELY	2224-9	5/31/2024	\$43.69	Payment	
64200	MEDLINE INDUSTRIES INC	MEDLINE INDUSTRIES INC	2224-10	5/31/2024	\$12,458.02	Payment	
64201	MEDLINE INDUSTRIES INC	MEDLINE INDUSTRIES INC	2224-10	5/31/2024	\$0.00	Payment	Void
64202	MICHELE KLINE	MICHELE KLINE	2224-11	5/31/2024	\$55.21	Payment	
64203	OPTUM 360	OPTUM 360	2224-12	5/31/2024	\$397.88	Payment	
64204	PERFORMANCE HEALTH SUPPLY INC	PERFORMANCE HEALTH SUPPLY INC	2224-13	5/31/2024	\$51.17	Payment	
64205	SEMCO ENERGY	SEMCO ENERGY	2224-14	5/31/2024	\$961.67	Payment	
64206	Shelton Wholesale Co	Shelton's Wholesale Co.	2224-15	5/31/2024	\$773.75	Payment	
64207	SYSCO GRAND RAPIDS	SYSCO GRAND RAPIDS	2224-16	5/31/2024	\$5,721.08	Payment	
64208	SYSCO GRAND RAPIDS	SYSCO GRAND RAPIDS	2224-16	5/31/2024	\$0.00	Payment	Void
64209	VILLAGE OF CASSOPOLIS	VILLAGE OF CASSOPOLIS	2224-17	5/31/2024	\$4,917.03	Payment	

Summary

126 check(s) issued	\$346,925.60
5 check(s) voided	\$0.00
1 check(s) reversed	(\$5,717.15)
18 direct payment(s) issued	\$247,702.41



DIRECTOR OF CORPORATE COMPLIANCE

No corporate compliance investigations since the last board meeting.

The Corporate Compliance Committee met. Vickie Burlew was in attendance. The Ethics Committee reported that there was a meeting on June 17, 2024 to discuss a family situation.

Vickie Burlew suggested that we sign up for the Long-Term Trend Tracker which will provide data needed to calculate new staffing ratios and quality measures.

The Committee discussed having a job competency fair for the entire building in the late summer. This will involve all departments within the facility.

**PREPARED FOR**

Cass County Medical Care Facility ("Customer")
23770 Hospital Street
Cassopolis, MI 49031

PREPARED BY

Brightly Software Inc
11000 Regency Parkway, Suite 300
Cary, NC 27518

PUBLISHED ON

June 07, 2024



Q-411663

Term: 12 months (07/01/2024 - 06/30/2025)

Cloud Services				
Item	Start Date	End Date	Pricing Based On	Investment
TheWorxHub - Core	7/1/2024	6/30/2025	33,910.00 Sq. Ft.	2,625.96 USD
2.0 Month(s) included at no additional cost on the first term 07/01/2024 - 08/31/2024				-446.05 USD
				Subtotal: 2,179.91 USD
Professional Services				
Item	Pricing Based On		Investment	
TheWorxHub - QuickStart	33,910.00 Sq. Ft.		2,811.00 USD	
			Subtotal: 2,811.00 USD	
Total Initial Investment			4,990.91 USD	



TheWorxHub QuickStart Statement of Work

Summary:

Company will provide specified professional services to Subscriber to implement TheWorxHub (TWH) module(s), an online CMMS (Computerized Maintenance Management System). Our healthcare implementation QuickStart includes meeting with key stakeholders to initiate the implementation process, set up of the TWH account, provide template-based data loads and complete TWH training.

In Scope:

TWH QuickStart items below are included in the product and/or product bundles (TWH Core or TWH Pro) purchased and will be considered in scope of this SOW:

- Maintenance
- QA/Survey
- Single Sign-On

Deliverables:

- Project initiation and kickoff call
- Access to available learning training materials, recorded videos, help site documents and client support
- Basic discovery session per module
- If applicable, data validation for data imports
- Maintenance
 - Provide Subscriber access to the Maintenance module
 - Data import
 - Training
- QA/Survey
 - Provide Subscriber access to the QA/Survey module
 - Training
- Single Sign-On
 - Discovery call
 - Single Sign-On configuration
 - User acceptance testing

Acceptance Process:



As each deliverable is completed, the Project Team will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project Management
 - Kick-off call completed
 - Access provided to interactive project tool
 - Check-in calls completed
 - Project completion email sent
- Maintenance
 - Available data loaded:
 - Location and staff spreadsheets imported
 - If applicable, contractor, asset, resident spreadsheets imported
 - Training:
 - Client has access to Company online learning platform courses and virtual training delivered
- QA/Survey
 - Training:
 - Client has access to Company Online Learning Platform Course for QA/Survey and virtual training delivered
- Single Sign-On
 - Single Sign-On discovery call completed
 - Single Sign-On configuration complete
 - Single Sign-On testing completed successfully

Assumptions:

Company

- Company will not access any Subscriber systems.
- No third-party systems or software are included in this implementation.

Subscriber

- There will be a single point of contact/project coordinator for the duration of the project
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- TWH Mobile Site will function offline with some exceptions – advanced features including attachments, signatures, work histories, room bookings, security, transportation and barcoding are not available in offline mode
- Data Imports: Subscriber will be responsible for providing relevant data in TWH provided template. Company will provide up to three 30-minute data validation sessions. If Subscriber is unable to provide data in a timely manner and in the correct format, additional services can be purchased. Any data not included in the template will be Subscribers responsibility for updating, following the data import.
- Locations, Staff, Contractors, and Residents are common data types across all modules. If more than



- one module is purchased concurrently, Company will only import one of the data types mentioned.
- Training: Subscriber will be expected to complete the online training for specific product training prior to training sessions.
 - Maintenance (Work Order Module)
 - Company will load the following data types (if applicable): Locations, Staff, Contractors, Residents and Assets
 - Subscriber has to populate the Locations and Staff import templates at a minimum to be able to implement the Maintenance module
 - Company will provide one import template per data type and import one import template per data type
 - Subscriber will be responsible for creating scheduled work orders in TWH. Subscriber will have access to scheduled work order templates to utilize with setup
 - Company will assist and deliver up to six 1-hour training sessions within a 90-day period from the kickoff call
 - QA/Survey & Inspections (This module must be purchased with a work order module)
 - Company will assist and deliver up to two 1-hour assistance and training sessions within a 30-day period from the kickoff call
 - Subscriber will be responsible for creating survey questions and any associated work order workflows in TWH
 - Single Sign-On (This module must be purchased with a work order module)
 - Company Single Sign-On supports SAML v2.0
 - Company Single Sign-On supports mixed mode authentication (local login or Single Sign-On login) and auto provisioning of users. Subscriber must deactivate users independently in TWH.
 - Subscriber is responsible for generating a valid certificate and maintaining certificate renewal
 - Single Sign-On must be managed for each TWH URL (Uniform Resource Locator)
 - Directory synchronization of users is not support by Single Sign-On
 - Company will provide Single Sign-On expectation documentation and deliver one discovery call
 - Subscriber will be responsible for completing Single Sign-On verification

Project Schedule:

- Project kick-off call
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's online learning platform course
 - Access to an interactive project plan
- Basic discovery occurs throughout project
- Subscriber populates template-based data spreadsheet(s)
- Account configuration and review
 - Implementation team reviews default configuration of TWH and imported data



- Learning platform courses and virtual training sessions
- Product assistance and support during Go-Live
- Project close

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW with executed by both Parties, and the services described therein will become part of the services.

Invoicing:

Billing will occur before the initiation of the project in full for the QuickStart service.



Order terms

BY SIGNING THIS ORDER FORM, WHETHER BY ELECTRONIC OR WRITTEN SIGNATURE, YOU ARE PLACING A BINDING ORDER FOR THE OFFERINGS SHOWN. IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE OFFERINGS.

- The "Effective Date" of the Agreement between Customer and Brightly Software, a Siemens Company ("Siemens") is the date Customer accepts this Order
- Proposal expires in sixty (60) days.
- The Siemens entity entering into this Agreement is Brightly Software, Inc., a Delaware corporation, and the notice address shall be Corporate Trust Center, 1209 Orange Street, Wilmington, DE 19801 USA, Attn: Brightly Software.
- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Customer agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- This Order and its Offerings will be subject to the terms and conditions of the Terms of Service (the Base Terms together with any applicable Supplemental Terms) found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Customer has a separate written agreement executed by Brightly Software, Inc. for the Offerings, in which case the separate written agreement will govern its defined Term. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or other document from Customer are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- Siemens shall invoice Customer and Customer agrees to pay Siemens the amount specified on this Order. Quantities purchased may not be decreased during the relevant Subscription Term. Customer is responsible for providing complete and accurate billing and contact information to Siemens and notifying Siemens promptly of any changes to such information.
- If Customer is paying by credit card or Automated Clearing House ("ACH"), Customer shall establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, Siemens is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.
- Customer is responsible for paying all taxes associated with its purchases hereunder. Siemens shall invoice Customer and Customer shall pay that amount unless Customer provides Siemens with a valid tax exemption certificate, direct pay permit, or other government-approved documentation. Notwithstanding the foregoing, Customer is responsible for, and, to the extent permitted by law, will indemnify Siemens for: 1) any encumbrance, fine, penalty or other expense which Siemens may incur as a result of Customer's failure to pay any taxes required hereunder, and 2) any taxes, including



withholding taxes, resulting from making an Offering available to Users in geographic locations outside the country in which Customer is located as per the Order. For clarity, Siemens is solely responsible for taxes assessable against Siemens based on its income, property and employees.

- Siemens maintains the right to increase fees within the Subscription Term for Recurring Fee Offerings by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- In the event Customer purchases the Cloud Services (including any renewals thereof) through an authorized reseller of Siemens, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or taxes. Such terms and conditions shall be negotiated solely by and between Customer and such authorized reseller. In the event Customer ceases to pay the reseller, or terminates its agreement with the reseller, Siemens shall have the right to terminate Customer's access to the Cloud Services at any time upon thirty (30) days' notice to Customer unless Customer and Siemens have agreed otherwise in writing.

Cloud Services

- Billing frequency: Annual
- Cloud Services Offerings will be subject to the terms and conditions of the General Software and Cloud Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) .
- Any Offerings identified as Cloud Services on this Order shall automatically renew for additional periods equal to the expiring Subscription Term or one year, whichever is longer, unless either party has provided written notice of its intent to terminate the Cloud Service subscription not less than forty-five (45) days prior to the expiration of the then-current Subscription Term.
- During the Term, Siemens shall, as part of Customer's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday ("Business Hours"), excluding holidays.
- Siemens shall use commercially reasonable efforts to make its Software or Cloud Service available 99.9% of the time for each full calendar month during the Subscription Term, determined on twenty-four (24) hours a day, seven (7) days a week basis (the "Service Standard"). The Service Standard availability for access and use by Customer(s) excludes unavailability when due to: (a) any access to or use of the Cloud Service by Customer or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Customer's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with internet service or non-Cloud Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Cloud Service by Siemens pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Cloud Service, the total amount of time (measured in minutes) during an applicable calendar month when such Cloud Service is unavailable for the majority of Customer's Account Users due to planned Cloud Service maintenance. To the extent reasonably practicable, Siemens shall use reasonable efforts to provide eight (8) hours prior notice of Cloud Service maintenance events and schedule such Cloud Service maintenance events outside the applicable business hours.
- Siemens reserves the right to block IP addresses originating a Denial of Service (DoS) attack. Siemens



shall notify Customer should this condition exist and inform Customer of its action. Once blocked, an IP address shall not be able to access the Cloud Service and the block may be removed once Customer is satisfied corrective action has taken place to resolve the issue. Siemens also reserves the right to suspend or terminate service if Customer: 1) performs load tests, network scans, penetration tests, ethical hacks or any other security auditing procedure on the Cloud Service, 2) interferes with or disrupts the integrity or performance of the Cloud Service or data contained therein, or 3) otherwise violates the use restrictions under this Agreement.

Professional Services:

- Professional Services Offerings will be subject to the terms and conditions of the Services Supplemental Terms found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>).
- Unless otherwise specified in an applicable Order: (i) Siemens will perform the Professional Services during workdays, Monday through Friday, up to 8 hours a day; (ii) any estimate of hours or costs are reasonable, good faith estimates only; and (iii) each task is performed as firm fixed price work or time and materials as described in this Order. Siemens is only obliged to supply Professional Services and/or Deliverables as expressly stated in this Order. Siemens shall not be obliged to supply any Professional Services and/or Deliverables without a valid Order.
- **Scheduling.** Siemens requires at least 6 weeks advanced notice from the acceptance of an Order to schedule Professional Services delivery dates when travel is required. Onsite Professional Services shall be delivered consecutively in a single onsite visit unless the applicable Order includes the additional fees and incidental expenses associated with multiple visits.
- **Unused Professional Services.** Unless otherwise specified in the Order, Siemens reserves the right to expire any unused Professional Services 6 months from the Effective Date set forth on the Order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- **Customer Cooperation.** Customer will cooperate reasonably and in good faith with Siemens in its performance of Professional Services by: (i) providing access to any necessary Customer Data, (ii) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Siemens to perform its obligations under the Order, and (iii) actively participate in scheduled project meetings. Any delays in the performance of Professional Services or delivery of Deliverables caused by Customer may result in additional applicable charges for resource time.
- **Incidental Expenses.** Customer will reimburse Siemens for travel and related business expenses incurred in connection with Professional Services. If an estimate of incidental expenses is included in the Order, Siemens will not exceed a 5% inflation of such estimate without the written consent of Customer.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Provide Siemens with the purchase order number, if applicable. Acceptance of this Order without a purchase order number indicates that a purchase order is not necessary. Please reference Q-411663 on



any applicable purchase order and email to Purchaseorders@Brightlysoftware.com
(mailto:Purchaseorders@Brightlysoftware.com)

- Brightly Software, Inc. can provide evidence of insurance upon request.



Signature

Presented to:

Q-411663

June 07, 2024, 10:59:22 AM

Accepted by:

Printed Name

Signed Name

Title

Date

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
CMS-Chicago, Survey & Operations Group
230 South Dearborn Street, Suite 3370
Chicago, IL 60604



CMS Certification Number (CCN): 235352

May 21, 2024
By ePOC Only

Cass County Medical Care Facility
Attn: Administrator
23770 Hospital Street
Cassopolis, Michigan 49031

Dear Administrator:

SUBJECT: SURVEY FINDINGS AND IMPOSITION/DISPOSITION OF REMEDIES
Cycle Start Date: March 20, 2024

SURVEY RESULTS

On March 20, 2024, a Complaint Survey was completed at Cass County Medical Care Facility, by the Michigan Department of Licensing and Regulatory Affairs (MDLARA) to determine if your facility was in compliance with the Federal requirements for nursing homes participating in the Medicare and Medicaid programs. This survey found that your facility was not in substantial compliance, with the most serious deficiency at scope and severity (S/S) level G, cited as follows:

- F658 -- S/S: G -- 483.21(b)(3)(i) -- Services Provided Meet Professional Standards
- F684 -- S/S: G -- 483.25 -- Quality Of Care

The State agency advised you of the deficiencies that led to this determination and provided you with a copy of the survey report (CMS-2567).

SUMMARY OF ENFORCEMENT REMEDIES

As a result of the survey findings, and as authorized by the Centers for Medicare & Medicaid Services (CMS), the MDLARA notified you of the imposition of the following remedies, as well as your appeal rights:

- Discretionary Denial of Payment for New Admissions effective April 13, 2024

Based on the survey findings, CMS is imposing the following additional remedy:

- Federal Civil Money Penalty

The MDLARA conducted a revisit of your facility and found that your facility was in substantial compliance as of April 13, 2024. As a result, the final status of remedies is as follows:

- Discretionary Denial of Payment for New Medicare and Medicaid Admissions did not go into effect.

- Mandatory Termination will not be imposed.
- Federal Civil Money Penalty is being imposed, see below.

The authority for the imposition of remedies is contained in §§ 1819(h) and 1919(h) of the Social Security Act ("Act") and Federal regulations at 42 C.F.R. Part 488, Subpart F, Enforcement of Compliance for Long-Term Care Facilities with Deficiencies.

CIVIL MONEY PENALTY

In determining the amount of the CMP that we are imposing, we have considered your facility's history, including any repeated deficiencies; its financial condition; and the factors specified in the Federal requirement at 42 CFR § 488.404. We are imposing the following CMP:

- Federal Civil Money Penalty of \$11,994.00 per instance for the instance of noncompliance at F658(S/S: G) identified in the CMS-2567 for the survey ending March 20, 2024.
- Federal Civil Money Penalty of \$11,995.00 per instance for the instance of noncompliance at F684(S/S: G) identified in the CMS-2567 for the survey ending March 20, 2024.

The total CMP is \$23,989.00. If you believe that you have documented evidence that should be considered in establishing the amount of the CMP, the following documents should be submitted electronically to Phyllis King at Phyllis.King@cms.hhs.gov within fifteen (15) days from the receipt of this notice:

- Written, dated request specifying the reason(s) financial hardship is alleged
- Brief summary listing the supporting documents being submitted
- Current balance sheet
- Current income statement
- Current cash flow statement
- Most recent, full-year audited financial statements prepared by an independent accounting firm (including footnotes). If audited financial statements are not available, tax returns may be substituted.
- Most recent full-year audited financial statements of the home office and/or related entities (including footnotes). If audited financial statements are not available, tax returns may be substituted.
- Disclosure of expenses and amounts paid/accrued to the home office and/or related entities.
- Schedule showing amounts due to/from related companies, or individuals, included in the balance sheets. The schedule should list the names of related organizations, or persons, and indicate where the amounts appear on the balance sheet (e.g., Accounts Receivable, Notes Receivable, etc.).
- A letter from a financial institution denying the provider's loan request for the amount of the CMP. This does not apply to CMPs to be held in escrow.
- Copy of tax returns for the preceding two years
- Documentation of any/all financing arrangements including mortgages, long term debt, and lines of credit.
- Organizational chart with an explanation/description concerning the related entities, and
- Signed attestation statement by the Administrator, CFO, CEO, and Owner.

CMP REDUCTION IF NO APPEAL IS FILED

If CMS does not receive a request for a hearing from a facility, the facility will be deemed to have waived its right to a hearing 60 days from May 21, 2024, CMS will then reduce the CMP by 35%.

CMP PAYMENT

In accordance with 42 C.F.R. §§ 488.331 and 488.431, CMS may collect this imposed CMP and place the monies in an escrow account before a final administrative hearing. The CMP will be collected on the earliest date of the following:

- The date on which an Independent Informal Dispute Resolution ("Independent IDR" or "IIDR") process is completed, if applicable; or
- The date that is 90 calendar days after the date of the notice of imposition of the CMP.

The CMP is due 75 days after the notice of the penalty when CMS has not received a hearing request from the facility or 15 days after the determination of noncompliance is upheld after a final administrative decision.

You can make payments directly from a bank account through the CMP Pay.gov portal: <https://www.pay.gov/public/form/start/998675240>. We encourage the use of payment through Pay.gov to avoid delay in processing payment. It is an easy and convenient system that is available 7 days a week - 24 hours a day. You will be asked to provide your CCN and the CMP Case Number.

A CMP Case Number will be assigned to your case only when the final CMP is due and payable. At that time, you will receive a notice from this office with the CMP case number and payment instructions. Prior to the assignment of a CMP case number, you must ensure that your facility's name, CCN, and the enforcement cycle start date appear on any correspondence pertaining to this CMP.

- Your CMS Certification Number (CCN) is 235352
- The start date for this cycle is March 20, 2024

If the total amount of the CMP is not received by the due date, interest will be assessed in accordance with the regulations at 42 C.F.R. § 488.442 on the unpaid balance of the penalty beginning on the due date. The unpaid balance of the CMP, and any interest accrued after the due date, will be deducted from sums owing to you **without any further notification from this office.**

NURSE AIDE TRAINING PROHIBITION

Please note that Federal law, as specified in the Act at § 1819(f)(2)(B) and § 1919(f)(2)(B), prohibits approval of nurse aide training and competency evaluation programs and nurse aide competency evaluation programs offered by, or in, a facility which, within the previous two

years, has operated under a § 1819(b)(4)(C)(ii)(II) or § 1919(b)(4)(C)(ii) waiver (i.e., waiver of full-time registered professional nurse); has been subject to an extended or partial extended survey as a result of a finding of substandard quality of care; has been assessed a total civil money penalty of not less than \$12,924; has been subject to a denial of payment, the appointment of a temporary manager or termination; or, in the case of an emergency, has been closed and/or had its residents transferred to other facilities.

Because a civil money penalty of \$12,924 or more was assessed, this provision is applicable to your facility. Therefore, Cass County Medical Care Facility is prohibited from offering or conducting a Nurse Aide Training and/or Competency Evaluation Program (NATCEP) for two years from May 21, 2024. You will receive further information regarding this from the State agency. This prohibition remains in effect for the specified period even though other actions relating to remedies are being taken, as indicated above. However, under Public Law 105-15, you may contact the State agency and request a waiver of this prohibition if certain criteria are met.

APPEAL RIGHTS

This formal notice imposed the following remedy:

- Federal Civil Money Penalty

If you disagree with the finding of noncompliance, which resulted in this imposition, you or your legal representative may request a hearing before an administrative law judge of the Department of Health and Human Services, Departmental Appeals Board (DAB). Procedures governing this process are set out in Federal regulations at 42 CFR § 498.

You are required to file your appeal electronically at the Departmental Appeals Board Electronic Filing System Web site (DAB E-File) at <https://dab.efile.hhs.gov/>. To file a new appeal using DAB E-File, you first need to register a new account by: (1) clicking Register on the DAB E-File home page; (2) entering the information requested on the "Register New Account" form; and (3) clicking Register Account at the bottom of the form. If you have more than one representative, each representative must register separately to use DAB E-File on your behalf.

The e-mail address and password provided during registration must be entered on the login screen at https://dab.efile.hhs.gov/user_sessions/new to access DAB E-File. A registered user's access to DAB E-File is restricted to the appeals for which he is a party or authorized representative. Once registered, you may file your appeal by:

- Clicking the **File New Appeal** link on the Manage Existing Appeals screen, then clicking **Civil Remedies Division** on the File New Appeal screen.
- Entering and uploading the requested information and documents on the "File New Appeal-Civil Remedies Division" form.

At minimum, the Civil Remedies Division (CRD) requires a party to file a signed request for hearing and the underlying notice letter from CMS that sets forth the action taken and the party's appeal rights. A request for a hearing should identify the specific issues and the findings of fact and conclusions of law with which you disagree, including a finding of substandard quality of

care, if applicable.

It should also specify the basis for contending that the findings and conclusions are incorrect. The DAB will set the location for the hearing. Counsel may represent you at a hearing at your own expense.

All documents must be submitted in Portable Document Format ("PDF"). Any document, including a request for hearing, will be deemed to have been filed on a given day, if it is uploaded to DAB E-File on or before 11:59 p.m. ET of that day.

A party that files a request for hearing via DAB E-File will be deemed to have consented to accept electronic service of appeal-related documents that CMS files, or CRD issues on behalf of the Administrative Law Judge, via DAB E-File. Correspondingly, CMS will also be deemed to have consented to electronic service. More detailed instructions for using DAB E-File in cases before the DAB's Civil Remedies Division can be found by clicking the button marked **E-Filing Instructions** after logging-in to DAB E-File.

For questions regarding the E-Filing system, please contact E-File System Support at OSDABImmediateOffice@hhs.gov.

Please note that **all** hearing requests must be filed electronically unless you have no access to the internet or a computer. In those circumstances, you will need to provide an explanation as to why you are unable to file electronically and request a waiver from e-filing with your written request. Such a request should be made to:

Department of Health and Human Services
Departmental Appeals Board, MS 6132
Civil Remedies Division
330 Independence Avenue, SW
Cohen Building, Room G-644
Washington, D.C. 20201

A request for a hearing must be filed no later than 60 days from the date of receipt of this notice.

INFORMAL DISPUTE RESOLUTION

The State agency offered you an opportunity for informal dispute resolution (IDR) following its survey visit. A request for IDR will not delay the effective date of any enforcement action. However, IDR results will be considered when applicable.

INDEPENDENT INFORMAL DISPUTE RESOLUTION (INDEPENDENT IDR)

In accordance with 42 CFR § 488.431, when a civil money penalty subject to being collected and placed in an escrow account is imposed, you have one opportunity to question cited deficiencies through an Independent IDR process. You may also contest scope and severity assessments for deficiencies which resulted in a finding of SQC or immediate jeopardy.

To be given such an opportunity, you are required to submit your written request, along with the specific deficiencies being disputed, and an explanation of why you are disputing those deficiencies (or why you are disputing the scope and severity assessments of deficiencies which have been found to constitute SQC or immediate jeopardy) via the iMPROve Health www.improve.health/idr.

If you have questions regarding an IIDR submission, please contact Charlene Kawchak-Belitsky at ckbelitsky@improve.health.

This request must be submitted within 10 calendar days of receipt of this offer. However, a facility may not use both IDR and independent IDR for the same deficiency citation(s) arising from the same survey unless the IDR process was completed prior to the imposition of the civil money penalty. An incomplete Independent IDR process will not delay the effective date of any enforcement action.

CONTACT INFORMATION

If you have any questions regarding this matter, please contact Phyllis King, Program Representative at (404) 562-7456.

Sincerely,

A handwritten signature in black ink, appearing to read "Tamika J. Brown". The signature is fluid and cursive, with the first name being the most prominent.

Tamika J. Brown
Long Term Care Branch Manager
CMS-Chicago, Survey & Operations Group

cc: Michigan Department of Licensing and Regulatory Affairs
Michigan Department of Health & Human Services
Michigan Long Term Care Ombudsman
U.S. Department of Justice, Eastern District of Michigan

Cass County Medical Care Facility

EMPLOYEE ROSTER

May 2024

Cass County Medical Care Facility had a total of (11) "Resignations/ "Terminations/Retirement", and (3) "New Hires"

RESIGNATIONS

Administration/Financial Specialist-Full Time-Retired-4/1/16 – 5/4/24
Nursing/CNA-Full Time-Terminated-2/26/24 – 5/1/24
Nursing/LPN-PRN-Terminated-2/5/24 – 5/6/24
Nursing/RN-PRN-Terminated-3/18/24 – 5/6/24
Nursing/LPN-PRN-Terminated-11/7/23 – 5/6/24
Community Enrichment/Community Enrichment Aide-Full Time-Terminated-1/31/24 – 5/16/24
Nursing/CNA-PRN-Terminated-9/20/24 – 5/16/24
Nursing/LPN-PRN-Terminated-1/24/24 – 5/10/24
Nursing/CNA-Full Time-Terminated-1/31/24 – 5/1/24
Nursing/RN-PRN-Terminated-010/16/23 – 5/31/24
Dietary/Dietary Aide-Part Time-Terminated-2/26/24 – 5/31/24

NEW HIRES

Nursing/RN-Full Time-5/1/24
Dietary/Dietary Aide-Part Time -5/1/24
Dietary/Dietary Aide-Part Time-5/1/24

VACANT POSITIONS/RECRUITING

RN, LPN, Administrator, Therapy (OT & PT)

		RN:	12
		LPN:	10
		C.N.A.:	67
		Maintenance:	02
		Therapy	10
		Administration:	23
		Dietary:	16
		Activities	09
		EVS	14
Full-Time	119		
Part-time:	29		
PRN	15		
TOTAL:	163		

Cass County Medical Care Facility

Resident Council Meeting

DATE: 5/16/24

CALLED TO ORDER BY: Ruth Newton

STARTED: 12:30PM, adjourned 1:30PM

ATTENDEES: Ruth Newton, Mary Everman, Christing Botelho, Clare Trout, Caroline Potter, Diane Beaudion, Sandra Swint, Gloria Gold, Dorothy Sachjen, Tori Bass, Ramona Washington

STAFF AND VISITORS INVITED BY RESIDENT COUNCIL AND IN ATTENDANCE: Steve Jacko, Julia Mitchell, Gwen Doolan

MINUTES OF PAST MONTH

Read By: Steve Jacko
Approved By: Ruth Newton
Seconded: Christine Botelho

TREASURER'S REPORT:

Starting Balance:
Profit:
Expenses:
New Balance:

RIGHT & RESPONSIBILITY

Resident Right # The right to have your mail delivered unopened
Resident Responsibility #
Read By: Steve Jacko

OLD BUSINESS: No old business to report.

NEW BUSINESS:

Elected Resident of the Month: Duane Bourdon

Social Service: no issues

Nursing: Residents on C hall commenting that during shift change (7:15-7:30) employees being loud in the middle of the hallway

Dining/Kitchen: There was a request for the mushrooms in the cream of mushroom soup to be cut a little smaller, and the fruit cut up a little larger.

Activities: Residents would like to add movie night back on the schedule, will be added to June. They would also like to have a picnic day, so we discussed putting a picnic at the pond for next month.

Maintenance/Housekeeping: no issues

Therapy: no issues

BULLETIN BOARD:

-Ombudsman Information
-Grievance/Concern Forms

NEXT MEETING:

6/13/24

COUNCIL TO MEET WITH OUT STAFF PRESENT:

ACCEPTED

DECLINED

SUBMITTED BY: Steve Jacko

DATE: 5/16/24

June 2024

CCMCF NEWSLETTER

23770 Hospital Street Cassopolis MI 49031



Celebrating June

Adopt-a-Cat Month

National Soul Food Month

International Men's Health Month

Automotive Service Professionals Week

June 3–9

Watermelon Seed Spitting Week

June 27–30

Go Barefoot Day

June 1

Tailors Day

June 5

National Doughnut Day

June 7

Nature Photography Day

June 15

International Day of Yoga

June 21

Day of the Seafarer

June 25

National Bingo Day

June 27

High and Mighty

Tallness takes various forms in our world, from the graceful necks of giraffes to the towering structures of modern cities. Giraffes, the world's tallest land animals, can reach up to 18 feet in height. Their long necks aren't just for show; they help these gentle giants browse leaves high in the trees. Surprisingly, despite their towering stature, giraffes have the same number of neck vertebrae as humans.

On the urban front, structures like the Burj Khalifa in Dubai stand as engineering marvels. Soaring 2,717 feet in the air, it's the tallest building globally, boasting an observation deck that provides panoramic views. Nearly as tall, the Shanghai Tower in China spirals up 2,073 feet, with the twist serving a dual purpose of reducing wind loads and providing a distinctive aesthetic.

Human height, a subject of fascination, varies across the globe. The Netherlands claims the title for the tallest nation, with an average height of around six feet for Dutch men and five feet, six inches for women. In contrast, the shortest height is found in Southeast Asian countries like Indonesia, where five foot, two inches is the national average.

Giraffes may be the tallest animals, but they aren't the only giants found in nature. Coastal redwoods hold the title for the tallest trees. Hyperion, the record-breaking redwood at 380 feet tall, is no longer accessible to the public, to protect it and the forest that surrounds it. These ancient sentinels, standing for thousands of years, have bark that can be up to a foot thick and protects them from wildfires.

Impressive height, whether in living organisms or structures, fascinates us, each exemplifying unique adaptations or human endeavors that push the limits of what seems possible. These tall things remind us of the diversity and achievements that span the natural and human-made worlds.

In the Company of Fairies



In his 1904 play *Peter Pan*, playwright Sir James Matthew Barrie wrote that when the first baby laughed, the laugh broke into a thousand pieces, and each piece became a fairy. Whether you find fairies nothing but foolish folklore or believe that fairies actually flutter about the woods and glens, International Fairy Day is June 24.

Indeed, many cultures believe that fairies do exist. In January 2014, residents of Iceland protested the building of a new road for fear that it might disturb the fairies and elves living among the rocks. A survey showed that 54 percent of Icelanders believe in fairies. The Icelandic Road Administration is so familiar with protestations regarding construction and fairies that they provide locals with a five-page document detailing precautions they take so as not to disturb these miniature mythical folk.

Perhaps Iceland's only rival in its belief of fairies is Ireland. Most people are familiar with Ireland's leprechauns guarding pots of gold at the end of rainbows, but fairies are just as common. Fairies, say the Irish, are fallen angels who were not as evil as Satan and so were not banished to hell but to Earth. Fairy culture is so pervasive in Ireland that a certain mushroom is called a fairy mushroom, a type of grass is called fairy flax, and the bells of the foxglove plant are called fairy bells. Fairy mounds, called raths, are believed to be magical fairy dwellings. Visitors to Ireland today can even take guided tours of these mysterious places.

Fairies have also become part of legend in Italy, Japan, and America, where children summon the tooth fairy by placing a lost tooth under their pillows. On average, a tooth in America is worth \$5.84, which is actually down from last year's average of \$6.23—still far less than a pot of gold.

What do you think about fairies? Are they just the stuff of legends, or is there something more to the stories than we know?

Dare to Be Great

We double-dog dare you to celebrate Dare Day on June 1. While it would never be advisable to accept a dare to jump off the Brooklyn Bridge, it is always appropriate to dare to be great. President Theodore Roosevelt said, "Far better is it to dare mighty things, to win glorious triumphs, even though checkered by failure... than to rank with those poor spirits who neither enjoy nor suffer much, because they live in the gray twilight that knows not victory nor defeat."

The first step in daring to be great is to have a positive attitude and let go of any fear of failure. It may be true that society largely judges us on our outcomes, whether we succeed or fail at work or at home, when instead we should all be measured by the fortitude of our character. No matter the outcome of taking a risk, a dare, or an endeavor, as long as you stay self-confident and maintain self-love, then great things are possible.

Eyesight Essentials



On a bright June day, a pair of sunglasses might seem the perfect fashion accessory, but sunglasses are more than a fashion statement; they are important for good eye health. On June 27, Sunglasses Day, don a pair and spread the word.

Look for sunglasses that block 100 percent of both UVA and UVB radiation. This type of solar radiation is responsible for cataracts, skin cancer around the eyes, and even sunburns on the eye's surface. Not only will your eyes be healthier, but these sunglasses will also reduce wrinkles. Sunglasses also reduce bright glares, block wind and dust, and reduce headaches and eyestrain in bright light. Whether you choose aviators or wayfarers, keep your future bright (but not too bright).

A Slippery Showdown



It is a fascinating sporting event that dates back to 2650 BC, according to evidence unearthed from an ancient Egyptian tomb. Today, oil wrestling is not just a sport but a sacred

tradition for those who participate. Each June, Turkey's famous oil wrestling tournament, *Kirkpinar*, draws thousands of spectators. It has even earned a privileged UNESCO status as a preserved Cultural Heritage of Humanity, "contributing to social cohesion and harmony," making it more than your usual wrestling match.

Oil wrestling is the national sport of Turkey. The rules are rather vague and depend largely on sportsmanship rather than refereeing. Two opponents, called *pehlivan*, meaning "heroes" or "wrestlers," cover themselves in a mixture of olive oil and water. They wear only a *kispet*, a pair of traditional leather breeches, from their waist to just below their knees. Metal studs across the pant bottoms reveal the wrestlers' names. There is no other protective padding or headgear. To win, you must pin your opponent belly-up by holding them to the ground or even carrying them five paces.

In olden times, the matches had no time limit, with wrestlers competing for hours under a scorching sun. There is no wrestling mat or arena, just a large open field, where a referee often chases after the two slippery opponents. Modern matches might last 30 minutes but are no less exhausting.

This type of wrestling is one of the world's most demanding sports. It was once the method for training the sultan's elite guards during the Ottoman Empire. In modern-day Turkey, oil wrestling is a lifelong endeavor, with wrestlers entering into master-apprentice relationships. Any true *pehlivan* is not just a champion wrestler but an exemplary member of society, a model of generosity, honesty, respect, and tradition. They are heroes in every sense of the word.

Off the Beaten Path

The residents of Ainsworth, Nebraska, enjoy poking fun at themselves when they celebrate their annual Middle of Nowhere Festival each June. In fact, the sign at the edge of town welcoming visitors to Ainsworth proudly declares that you've entered the Middle of Nowhere. Incidentally, Ainsworth also calls itself Nebraska's Country Music Capital, and it will come as no surprise that the town theme song is an apt country tune called "In the Middle of Nowhere."

Residents of Ainsworth might be sorry to hear that analysts have mapped the actual middle of nowhere (in America, anyway) and found it to be either in Idaho, far northern Maine (although you would be close to Canada), the Grand Canyon, or the intersection of Oregon, Idaho, and Nevada. Each of these places is incredibly remote and far from any roads or highways leading back to civilization. So if you truly want to find a place where you can get away from the everyday hustle and bustle of society, then take your pick. Of course, once you have arrived in the middle of nowhere, then you must be somewhere, right?

A Firm Tradition



Don't underestimate the power of a handshake. Scientists have discovered that "a handshake preceding social interaction enhanced

the positive impact of approach." Furthermore, not just any old handshake will do. A firm, confident, and friendly handshake lays the foundation for a positive social experience.

The handshake likely originated as a gesture of peace. Two people would demonstrate that they held no weapons in their hands. Now if only the promoters of World and National Handshake Days could get together, shake hands, and agree on just one day to honor the handshake!

CCMCF NEWS AND UPDATES

WELL, WE HAD OUR FUN WITH THE DECENT WEATHER, NOW BRING ON THE HEAT! WELL, MAYBE NOT HEAT LIKE THIS. WE WILL BE STRUGGLING WITH HEAT ADVISORIES, SO DRINK PLENTY OF WATER, AND STAY INDOORS AND COOL OFF IF POSSIBLE.

LAST MONTH, WE CELEBRATED NATIONAL NURSING HOME WEEK AND HAD A LOT OF FUN, AND SOME GOOD MUSIC AND GOOD TIMES, WITH FOLKS DRESSING UP FUNNY AND HAVING A GOOD TIME!

THIS MONTH, WE HAVE A PICNIC PLANNED FOR JUNETEENTH, BUT THE WEATHER MAY TAKE SOME OF THE PLANNING AWAY FROM US IF WE HAVE TO DO IT INSIDE DUE TO THE HEAT, BUT WE WILL FIND A WAY TO MAKE IT WORK!

WE WILL BE WORKING ON SOME TIE DYE PROJECTS, AND SOME GOOD TIMES OUTSIDE WITH SQUIRT GUNS AND WATER BALLOONS, SO LOOK OUT, ITS ON!

BE GOOD TO EACH OTHER.

June Birthdays

If you were born between June 1–21, you are a Twin of Gemini. Geminis make communicative and lively companions. Intellectual and imaginative, they are the ones to sit near at a party. Those born between June 22–30 are Crabs of Cancer. Crabs love family and nurturing others. They may be emotional, kind, and gentle, but they are never soft. Cancers are strong-willed and tenacious in their search for peace and homeyness.

Pat Boone (singer) – June 1, 1934
Rafael Nadal (tennis player) – June 3, 1986
Suze Orman (financial advisor) – June 5, 1951
Dai Vernon (magician) – June 11, 1894
Stan Laurel (comedian) – June 16, 1890
Prince William (British royal) – June 21, 1982
Meryl Streep (actress) – June 22, 1949
Larry Blyden (TV host) – June 23, 1925
Slim Pickens (actor) – June 29, 1919
Lena Horne (entertainer) – June 30, 1917

RESIDENT BIRTHDAYS

DAWN HIGH	6/2
DIANE BEAUDOIN	6/13
JUNE STANTON	6/14
KATHERINE SCHILKE	6/23
CAROLINE POTTER	6/23