



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

July 5, 2024

Rhandi Smith
Townehall Place of West Bloomfield
4460 Orchard Lake Road
West Bloomfield, MI 48323

RE: License #: AH630378427
Investigation #: 2024A0784059
Townehall Place of West Bloomfield

Dear Rhandi Smith:

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.
- Indicate how continuing compliance will be maintained once compliance is achieved.
- Be signed and dated.

Please review the enclosed documentation for accuracy and contact me with any questions. If I am not available, and you need to speak to someone immediately, please contact the local office at (517) 284-9730.

Sincerely,

Aaron Clum, Licensing Staff
Bureau of Community and Health Systems
611 W. Ottawa Street
P.O. Box 30664
Lansing, MI 48909
(517) 230-2778

enclosure

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

I. IDENTIFYING INFORMATION

License #:	AH630378427
Investigation #:	2024A0784059
Complaint Receipt Date:	05/22/2024
Investigation Initiation Date:	05/22/2024
Report Due Date:	07/21/2024
Licensee Name:	Orchard Lake Senior Care, LLC
Licensee Address:	Suite 1600 1000 Legion Place Orlando, FL 32801
Licensee Telephone #:	(407) 999-2400
Administrator/Authorized Representative:	Rhandi Smith
Name of Facility:	Townehall Place of West Bloomfield
Facility Address:	4460 Orchard Lake Road West Bloomfield, MI 48323
Facility Telephone #:	(248) 683-1010
Original Issuance Date:	11/16/2015
License Status:	REGULAR
Effective Date:	05/16/2023
Expiration Date:	05/15/2024
Capacity:	75
Program Type:	AGED

II. ALLEGATION(S)

	Violation Established?
The facility did not provide proper written notice of contract changes.	Yes
Additional Findings	Yes

III. METHODOLOGY

05/22/2024	Special Investigation Intake 2024A0784059
05/22/2024	Special Investigation Initiated - Telephone Interview with complainant
05/24/2024	Inspection Completed On-site
05/31/2024	Contact - Document Sent Email sent to administrator/authorized representative Rhandi Smith with follow up regarding documents requested during onsite inspection not yet received
06/03/2024	Contact - Document Received Email received from Ms. Smith. Email included some items requested
06/03/2024	Contact - Document Sent Email sent to Ms. Smith to notify that part of the document/info request was not provided in her response. Request for follow up on items not provided
06/04/2024	Contact - Document Received Email received from Ms. Smith
07/05/2024	Exit - Email Report sent to Ms. Smith

ALLEGATION:

The facility did not provide proper written notice of contract changes.

INVESTIGATION:

On 5/22/2024, the department received this complaint.

According to the complaint, Resident A's needs were assessed on 5/08/2024 by the facility. It was determined that Resident A required additional care. Resident A's authorized representative was notified on 5/14/2024 that Resident A would be charged an additional \$600.00 a month with the additional fees starting on 6/01/2024. According to Resident A's contract, the facility must provide a 30-day written notice of any changes to Resident A's contract.

On 5/22/2024, I interviewed complainant by telephone. Complainant stated no formal notification was provided for the increase in charges to Resident A's account. Complainant stated that it was only upon family inquiring about an issue with Resident A's care, on 5/14/2024, that the facility happened to mention that Resident A's level of care was being increased and that the additional charges would start on 6/01/2024. Complainant stated it was unclear as to why Resident A's care level was increasing as the response provided by administrator Rhandi Smith was "that's just the way it is". Complainant stated Resident A is being moved from the facility.

On 5/24/2024, I interviewed administrator/authorized representative Rhandi Smith at the facility. Ms. Smith confirmed that the facility conducted a new assessment of Resident A's needs on 5/08/2024 at the request of Relative A who is Resident A's authorized representative. Ms. Smith confirmed Relative A was notified on 5/14/2024 that due to the increased care needs identified on the assessment, Resident A's care level was increasing which would increase the monthly fees to Resident A's account. Ms. Smith stated fees are charged based on the "care level" of a resident and that Resident A's assessment indicated she would be going from a level two care level to a level three care level. Ms. Smith denied providing a specific timeline for the date which the increase would have started. Ms. Smith stated that she did inform Relative A that the increase would take place in June 2024. Ms. Smith stated Resident A's fee increase would have taken place thirty days after notification to Relative A. Ms. Smith stated no increase was established on Resident A's account as Relative A submitted a notification on 5/16/2024 that Resident A was going to be moved from the facility. Ms. Smith stated she did not have any written documentation of the notice for fee increase to Resident A's account.

I reviewed the *Resident Assessment* for Resident A, provided by Ms. Smith. The assessment read consistently with Ms. Smith statements noting a completing date of 5/08/2024.

I reviewed an *Assisted Living Residency Agreement*, provided by Ms. Smith. On page 11 of the agreement, under a section titled *TERMS AND FINANCIAL AGREEMENT*, subsection titled *Rate and Fee Adjustments*, the agreement read in part, "The Base Monthly Rates or other sums due and payable under this Agreement will be reviewed at least annually and may be adjusted by Operator in its sole and absolute discretion. Operator will give Resident Thirty (30) days advanced written notice of increases resulting from Operator's review, if any, in Resident's Base Monthly Rate, Care Charges or Additional Services, as described above".

APPLICABLE RULE	
R 325.1922	Admission and retention of residents.
	<p>(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:</p> <p>(c) The notice to be provided by the home to the resident and/or the resident's authorized representative, if any, upon any change in fees.</p>
ANALYSIS:	<p>The complaint alleged Resident A did not receive proper notice of changes to her contract after she received an assessment which determined her monthly fees would increase. The Complainant reported the assessment was completed on 5/08/2024 and that notification of increases fees was given, via telephone, on 5/14/2024. The administrator, Rhandi smith, confirmed the assessment date, which was supported by documentation, as well as the notification of fee changes on 5/14/2024. According to the resident contract, if there is going to be an adjustment in fees to a resident account, the facility will "give Resident Thirty (30) days advanced written notice of increase". While the facility did not ultimately increase Resident A's fees, due to the notification from Relative A that Resident A would be moving from the facility, evidence shows that, prior to this notification, the administrator admitted to informing Relative A that Resident A's fees would be increasing, however no written notice was ever provided as required by the contract.</p>
CONCLUSION:	VIOLATION ESTABLISHED

ADDITIONAL FINDING:**INVESTIGATION:**

On 5/31/2024, I emailed Ms. Smith with a follow up notification that documents requested during the onsite, on 5/24/2024, still had not been received and need to be provided.

On 6/01/2024, I received an email from Ms. Smith with several documents attached as a response to the request for documentation. Review of the resident contract included with his documentation revealed Ms. Smith had provided a blank template and not a copy of Resident A's contract as originally request.

On 6/03/2024, I emailed Ms. Smith with a request for a copy of Resident A's specific contract as originally requested onsite.

On 6/04/2024, I received an email from Ms. Smith which read, in part, "Although we reasonably believe the template Agreement is representative of the Residency Agreement signed on behalf of Ms. Jones, we've been unable to locate the executed version despite diligent efforts".

APPLICABLE RULE	
R 325.1922	Admission and retention of residents.
	(1) A home shall have a written resident admission contract, program statement, admission and discharge policy and a resident's service plan for each resident.
ANALYSIS:	Upon request for Resident A's contract, the facility was unable to provide an executed copy. Based on the findings the facility is not in compliance with this rule.
CONCLUSION:	VIOLATION ESTABLISHED

IV. RECOMMENDATION

Upon receipt of an acceptable corrective action plan, it is recommended that the status of the license remain unchanged.



6/12/2024

Aaron Clum
Licensing Staff

Date

Approved By:



07/05/2024

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

Date