



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

October 17, 2022

Rowan Farber
SJV 2 N Farmington OpCo LLC
7902 Westpark Drive
McLean, VA 22102

RE: License #: AH630407346
Investigation #: 2022A1027090
Sunrise of North Farmington Hills

Dear Mr. Farber:

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) 241-1970.

Sincerely,

A handwritten signature in cursive script that reads "Jessica Rogers".

Jessica Rogers, Licensing Staff
Bureau of Community and Health Systems
611 W. Ottawa Street
P.O. Box 30664
Lansing, MI 48909
(517) 285-7433
enclosure

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

I. IDENTIFYING INFORMATION

License #:	AH630407346
Investigation #:	2022A1027090
Complaint Receipt Date:	09/02/2022
Investigation Initiation Date:	09/06/2022
Report Due Date:	11/02/2022
Licensee Name:	SJV 2 N Farmington OpCo LLC
Licensee Address:	250 Vesey St., 15th Floor New York, NY 10281
Licensee Telephone #:	(248) 538-9200
Administrator:	Dorothy Harold
Authorized Representative:	Rowan Farber
Name of Facility:	Sunrise of North Farmington Hills
Facility Address:	29681 Middlebelt Road Farmington Hills, MI 48334
Facility Telephone #:	(248) 538-9200
Original Issuance Date:	06/07/2021
License Status:	REGULAR
Effective Date:	12/07/2021
Expiration Date:	12/06/2022
Capacity:	75
Program Type:	ALZHEIMERS AGED

II. ALLEGATION(S)

	Violation Established?
Resident A was charged increased care fees without notification.	Yes
Resident A was not provided care consistent with her service plan.	Yes
The memory care was understaffed.	No
Additional Findings	No

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

III. METHODOLOGY

09/02/2022	Special Investigation Intake 2022A1027090
09/06/2022	Special Investigation Initiated - Letter Email sent to AR/Administrator Ms. Ostrowski requesting an employee list
10/05/2022	Contact - Telephone call made Telephone interview conducted with complainant. Email address sent to complainant to provide follow up documentation of invoices, any additional documentation pertaining to the allegations, Resident A's home care provider information, and her address to provide a complainant letter.
10/05/2022	Inspection Completed On-site
10/14/2022	Contact - Telephone call made Telephone interview conducted with Employee #2
10/14/2022	Contact - Document Sent Email sent to Ms. Harold requesting clarification regarding Resident A's invoices.
10/17/2022	Contact - Telephone call made Telephone interview conducted with Ms. Harold to review Resident A's invoices

10/17/2022	Contact - Document Received Email received from Ms. Harold containing 10/1/2022 invoice
10/18/2022	Contact – Document Received Email received from Employee #2. Email response sent requesting paper documentation.
10/21/2022	Contact – Document Received Email received from Employee #2 with requested paper documentation.
10/24/2022	Inspection Completed - BCAL Sub. Compliance
11/28/2022	Exit Conference Conducted with authorized representative Rowan Farber by telephone

ALLEGATION:

Resident A was charged increased care fees without notification.

INVESTIGATION:

On 9/2/2022, the department received a complaint through the online complaint system in which read the facility charged Resident A fees without notification.

On 10/5/2022, I conducted a telephone interview with the complainant whose statements were consistent with complaint. The complainant stated she was disputing fees with the previous licensee. The complainant stated the current licensee billed for fees in which she was not notified of the increased costs.

On 10/5/2022, I conducted an on-site inspection at the facility. I interviewed administrator Dorothy (Dotty) Harold. Ms. Harold stated the facility had changed ownership on 7/1/2022, and at that time Relative A1, Resident A's authorized representative, had not paid the account balance owed to the previous licensee. Ms. Harold stated the new licensee had not increased fees since taking over ownership on 7/1/2022. Ms. Harold stated she and Relative A1 had a meeting in August 2022, along with the long-term care ombudsman in attendance, in which the fees were discussed. Ms. Harold stated at the meeting Relative A1 informed her that there were verbal promises regarding the service fee charges made with the previous executive director of the previous licensee. Ms. Harold stated the verbal promises regarding the service fee charges were not entered into the computer nor documented by the previous executive director. Ms. Harold stated at the meeting,

they discussed the balance owed to the current licensee would need to be paid in full. Ms. Harold stated Resident A's account balance was not paid in full and an eviction notification letter was sent to Relative A1.

I reviewed the Resident A's invoices dated 7/1/2022, 8/1/2022, 9/1/2022 and 10/1/2022 addressed to Relative A1:

Invoice dated 7/1/2022 read:	
<i>Balance forwarded</i>	\$0.00
<i>Memory care room 7/1-7/31 2022 (31@130.00)</i>	\$4,030.00
<i>MC care level 3 (31@144.00)</i>	\$4,464.00
<i>Medication Level 1 (31@18.00)</i>	\$558.00
<i>Balance due</i>	\$9,052.00

Invoice dated 8/1/2022 read:	
<i>Balance forward</i>	\$9,052.00
<i>Memory care room 8/1-8/31 2022 (31@130.00)</i>	\$4,030.00
<i>MC care level 3 (31@144.00)</i>	\$4,464.00
<i>Medication Level 1 (31@18.00)</i>	\$558.00
<i>Balance due</i>	\$18,104.00

Invoice dated 9/1/2022 read:	
<i>Balance forward</i>	\$18,104.00
	<u>Credits</u>
<i>7/1/2022- Memory care room 7/1-7/31 2022**</i>	\$4,030.00
<i>8/1/2022- Memory care room 8/1-8/31 2022**</i>	\$4,030.00
<i>8/1/2022- MC Care Level 3**</i>	\$4,464.00
<i>8/1/2022- Medication Level 3**</i>	\$558.00
	<u>Charges</u>
<i>7/1/2022- Memory care room 7/1-7/31 2022 (31@144.00)</i>	\$4,464.00
<i>8/1/2022- Memory care room 8/1-8/31 2022 (31@144.00)</i>	\$4,464.00
<i>9/1/2022- Memory care room 9/1-9/30 2022</i>	\$4,380.00
<i>8/1/2022- MC Care Level 3 (16@144.00)</i>	\$2,304.00
<i>8/1/2022- Medication Level 1 (16@18.00)</i>	\$288.00
<i>9/1/2022- MC Care Level 3 (1@4380.00)</i>	\$4,380.00
<i>9/1/2022- Medication Level 1 (1@548.00)</i>	\$548.00
<i>Balance due</i>	\$25,850.00
<i>**Transaction Reversal</i>	

Invoice dated 10/1/2022 read:	
<i>Balance forwarded</i>	\$25,850.00
	<u>Credits</u>
<i>9/1/2022- Memory care room 9/1-9/30 2022**</i>	\$4,380.00
<i>9/1/2022- MC Care Level 3**</i>	\$4,380.00
<i>9/1/2022- Medication Level 1**</i>	\$548.00

	<u>Charges</u>
9/1/2022- Memory care room 9/1-9/5 2022 (5@146.00)	\$730.00
9/1/2022- MC Care Level 3	\$548.00
9/1/2022- Medication Level 1	\$73.07
Balance Due	\$17,929.07
<i>**Transaction Reversed</i>	

On 10/17/2022, I conducted a telephone interview with Ms. Harold in which invoices dated 7/1/2022, 8/1/2022, 9/1/2022 and 10/1/2022 were reviewed. Ms. Harold stated when a resident was hospitalized the resident was still charged for the room, however the memory care level (direct care provided by staff) and medication charges were stopped if the resident was hospitalized for more than four days. Ms. Harold stated Resident A was hospitalized in which the 9/1/2022 invoice reflected credits applied. Ms. Harold stated the 10/1/2022 invoice was also credited however the rate per day was increased to \$146.00. Ms. Harold stated business office staff person no longer worked for the facility as of 10/6/2022 so she would need to inquire why there was an increased room rate charge with corporate management.

I reviewed Resident A's initial admission contract dated 7/28/2020 and signed by Relative A1 on 7/24/2020 which read in part under Article III, Financial Agreements:

Increases In Fee and Charges. Annual increases in the Resident's then current Fees will be implemented on January 1st of each year. Notice of any increase in the Base Fee or the Schedule of Fees listed on Exhibit 2, will be provided to the Resident in writing thirty (30) days prior to the effective date of the increase. The Resident will pay all applicable new or increased fees and charges, unless the Resident terminates this Agreement in accordance with Article IV of this Agreement, effective prior to the effective date of the fee or charge increase. If the Community agrees at the request of the Resident to provide additional services, no advance notices requirement will apply to any fees or charges relating to such services.

Exhibit 1, read in part were the fees specifically for Resident A effective 7/28/2020:

<u>Base Fees</u>	
Reminiscence Suite	\$127.00/day
<u>Service Level Fees</u>	
Reminiscence Plus	\$95.00/day
Medication Services – REM Level 1	\$16.00/day
Total Daily Fee:	\$238.00/day

Additionally, the contract read Medication Level 1 was assistance with 6 or few routine medications.

I reviewed the previous licensee's Schedule of Community Fees dated 1/1/2022 provided by Ms. Harold which read in part:

Service Level Fees

<i>Reminiscence Program Fee</i>	<i>\$68.00/day</i>
<i>Reminiscence Plus</i>	<i>\$113.00/day</i>
<i>Reminiscence Plus Plus</i>	<i>\$144.00/day</i>
<i>Reminiscence Enhanced Care (starting from)</i>	<i>\$173.00/day</i>

Medication Management

<i>Reminiscence Level 1</i>	<i>\$18.00/day</i>
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I reviewed a letter addressed to residents and their families from Integro Healthcare dated July 2022 which read consistent with statements from Ms. Harold.

I reviewed Resident A's discharge letter which read verbal notification of eviction on August 16, 2022, and reason for discharge was nonpayment of rent in the amount of \$25,850.00.

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>

ANLYSIS:	Staff attestations revealed there were no changes in the fees after acquisition of the facility from the previous licensee. Review of invoices dated 7/1/2022 and 8/1/2022 revealed the memory care room rate per day was \$130.00, however the 9/1/2022 and 10/1/2022 invoices revealed the memory care room rate per day was \$144.00 and \$146.00 consecutively which was increased without evidence of notification to Resident A or her authorized representative. Based on this information, this allegation was substantiated.
CONCLUSION:	VIOLATION ESTABLISHED

ALLEGATION:

Resident A was not provided care consistent with her service plan.

INVESTIGATION:

On 9/2/2022, the department received a complaint through the online complaint system which alleged Resident A lacked quality of care.

On 10/5/2022, I conducted a telephone interview with the complainant who stated Resident A's briefs were not changed nor was she provided showers. The complainant alleged Resident A was neglected. Additionally, the complainant stated on 2/15/2022 she received notification from Resident A's home care nurse that her hand was swollen due to a tourniquet applied by facility staff. The complainant stated Resident A no longer resided at the facility.

On 10/5/2022, I conducted an on-site inspection at the facility. I interviewed Ms. Harold who stated the facility did not have documentation pertaining to Resident A's care from the previous licensee, except a face sheet, durable power of attorney paperwork, the admission contract, and nursing notes. Ms. Harold stated the agreement in Resident A's admission contract had not changed with the new ownership. Additionally, Ms. Harold stated the current licensee had changed documentation systems on 7/12/2022, so the facility maintained some paper documentation during that time frame in which could be provided by Employee #2.

On 10/14/2022, I conducted a telephone interview with Employee #2 whose statements were consistent with Ms. Harold. Employee #2 stated staff provided Resident A care consistent with her service plan. Employee #2 stated Resident A was "terrified" of showers in which she often refused. Employee #2 stated it usually took three or four staff to assist Resident A with showers however she was amendable to bed baths which occurred anytime a shower was not completed. Employee #2 stated staff were to attempt showers three times then communicate

with the next shift to attempt a shower, then staff were to follow up again on the next day if the resident continued to refuse. Employee #2 stated home care services also attempted to provide showers in which Resident A also refused. Additionally, Employee #2 stated she did not recall an incident with a tourniquet on Resident A's hand.

I reviewed Resident A's face sheet which read her initial admission date was 7/28/2020 and date of discharge was 9/5/2022. The face sheet read Relative A1 was Resident A's emergency contact, responsible party, and power of attorney for care.

I reviewed Resident A's service plan dated 7/28/2020 and updated on 6/8/2022 which read in part Resident A resided in the secured neighborhood and was at risk for falls. The plan read Resident A utilized a wheelchair and was sometimes fearful during transfers. The plan read Resident A required one person assist with mobility and physical assist of two persons with transferring. The plan read Resident A's routine consisted of waking in the early morning and occasionally she liked to sleep in, to please allow her to do so. The plan read Resident A liked to eat meals in the dining room, as well as visit with staff and other residents in common areas throughout the day. The plan read Resident A had impaired hearing and to face her when speaking, speak clearly, slowly and repeat information as needed to ensure she heard you and understood. The plan read for staff to cleanse and dry her skin throughout by patting the skin, not rubbing, before applying barrier cream for bladder and bowel incontinence. The plan read to encourage and assist if needed with turning and repositioning 3-4 times a shift while in bed. The plan read Resident A required one person assist for oral care, as well as dressing, which read she may resist but to try again three times before giving up. The plan read Resident A needed a two person assist with bathing twice a week on Sundays and Thursdays in which to call her daughter if she refused.

I reviewed Resident A's medication administration record (MARs) dated 7/1/2022 through 8/15/2022 which read she received her medications as prescribed.

I reviewed the facility's *Daily Assignment Sheets* for each shift dated 7/3/2022 through 8/15/2022 which in part read staff documented Resident A was changed in bed on some shifts. The assignment sheets read Resident A received a bed bath on 7/14/2022 and showers on 7/24/2022, 7/30/2022, 8/4/2022, 8/11/2022, 8/14/2022, The assignment sheets read Resident A refused a shower on the following dates 7/10/2022, 7/13/2022, and 7/20/2022. The assignment sheets were left blank on one or more shifts for the following dates 7/7/2022, 7/11/2022, 8/2/2022, and 8/8/2022.

I reviewed Resident A's Documentation Survey Report for 7/26/2022 through 8/15/2022 which read staff initialed tasks as completed or not for Resident A. The report read tasks included but were not limited to baths/showers, oral care, personal hygiene/grooming, toileting, toileting/brief check, and transfers were. The report was left blank on the following dates 7/30/2022, 7/31/2022, 8/2/2022, 8/6/2022, and 8/11/2022 for some of the previously listed tasks.

On 10/17/2022, I conducted a telephone interview with Ms. Harold who stated that it would be expected staff document resident's activities of daily living daily which was reflected in the documentation survey report. Ms. Harold stated Resident A was out of the facility from 8/14/2022 through her discharge from the facility.

I reviewed Resident A's nursing notes. Note dated 2/13/2022 read in part, staff assessed Resident A's left wrist/hand was not inflamed, then spoke with her daughter to advise her of the staff's assessment and staff would continue to monitor it. Note dated 8/15/2022 read Resident A transferred to the hospital on 8/14/2022 per her daughter's request for suspected dehydration.

APPLICABLE RULE	
R 325.1931	Employees; general provisions.
	(2) A home shall treat a resident with dignity and his or her personal needs, including protection and safety, shall be attended to consistent with the resident's service plan.
For Reference: R 325.1933	Personal care of residents.
	(2) A home shall afford a resident the opportunity and instructions when necessary for daily bathing, oral and personal hygiene, daily shaving, and hand washing before meals. A home shall ensure that a resident bathes at least weekly and more often if necessary.
ANALYSIS:	Review of documentation and staff attestations revealed Resident A required daily assistance from staff for her activities of daily living. Staff attestations revealed staff were expected to document completion of care tasks for residents. Although previous licensee documentation of activities of daily living could not be obtained, review of July and August 2022 document survey reports and assignment sheets revealed there were dates left blank in which it could not be determined if Resident A always received care consistent with her service plan. Additionally, there was lack of documentation of Resident A's bed baths or showers prior to 7/14/2022. Based on this information, this allegation was substantiated.
CONCLUSION:	VIOLATION ESTABLISHED

ALLEGATION:

The memory care was understaffed.

INVESTIGATION:

On 9/2/2022, the department received a complaint through the online complaint system in which read the facility was vastly understaffed.

On 10/5/2022, I conducted a telephone interview with the complainant whose statements were consistent with complaint. The complainant stated Resident A required two person assist and resided in the memory care unit.

On 10/5/2022, I conducted an on-site inspection at the facility. I interviewed Ms. Harold who stated the memory care unit could accommodate 19 residents, however there were 14 residents currently. Ms. Harold stated most often the memory care unit was assigned three staff on days and afternoons, and two staff on nights, however minimally two staff were always on the unit. Ms. Harold stated the facility had utilized agency staff in which the same agency staff were consistently assigned to the memory care unit.

While on-site, I interviewed Employee #1 whose statements were consistent with Ms. Harold. Employee #1 stated there were two residents who required a two person assist and another resident who sometimes required a two person assist. Employee #1 stated residents were toileted or checked and briefs were changed every two hours. Employee #1 stated most residents required prompting or cueing throughout each shift for their activities of daily living. Employee #1 stated she and other staff followed the resident's shower schedule and if the resident received hospice services, then often one shower was provided their staff.

On 10/14/2022, I conducted a telephone interview with Employee #2 whose statements were consistent with Ms. Harold and Employee #1.

While on-site I observed 14 residents who were dressed in clean clothing and appeared groomed. I observed staff aiding and prompting during the resident's lunch meal.

I reviewed the memory care resident roster which read there were 15 residents in memory care.

I reviewed the staffing schedule dated 8/1/2022 through 10/6/2022 which read consistent with staff interviews.

APPLICABLE RULE	
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.
ANALYSIS:	Review of facility documentation and staff attestations revealed there were minimally two care staff on duty in the memory care which was consistent with resident's needs. Based on this information, this allegation was unsubstantiated.
CONCLUSION:	VIOLATION NOT ESTABLISHED

IV. RECOMMENDATION

Contingent upon receipt of an acceptable corrective action plan, I recommend the status of this license remain unchanged.



10/25/2022

Jessica Rogers
Licensing Staff

Date

Approved By:



11/28/2022

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

Date