



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

September 30, 2024

Shahid Imran
Hampton Manor of Brighton
1320 Rickett Road
Brighton, MI 48116

RE: License #: AH470412880
Investigation #: 2024A1021084
Hampton Manor of Brighton

Dear Shahid Imran:

Attached is the Special Investigation Report for the above referenced facility. Due to the violations identified in the report, a written corrective action plan is required. The corrective action plan is due 15 days from the date of this letter and must include the following:

- How compliance with each rule will be achieved.
- Who is directly responsible for implementing the corrective action for each violation.
- Specific time frames for each violation as to when the correction will be completed or implemented.
- How continuing compliance will be maintained once compliance is achieved.
- The signature of the authorized representative and a date.

If you desire technical assistance in addressing these issues, please feel free to contact me. In any event, the corrective action plan is due within 15 days. Failure to submit an acceptable corrective action plan will result in disciplinary action. Please review the enclosed documentation for accuracy and contact me with any questions. In the event that I am not available and you need to speak to someone immediately, please contact the local office at (517) 284-9730.

Sincerely,

Kimberly Horst

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

enclosure

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

I. IDENTIFYING INFORMATION

License #:	AH470412880
Investigation #:	2024A1021084
Complaint Receipt Date:	09/06/2024
Investigation Initiation Date:	09/10/2024
Report Due Date:	11/06/2024
Licensee Name:	Brighton Comfort Care, LLC
Licensee Address:	2635 Lapeer Road Auburn Hills, MI 48326
Licensee Telephone #:	(989) 607-0001
Administrator/ Authorized Representative:	Shahid Imran
Name of Facility:	Hampton Manor of Brighton
Facility Address:	1320 Rickett Road Brighton, MI 48116
Facility Telephone #:	(810) 247-8442
Original Issuance Date:	04/10/2023
License Status:	REGULAR
Effective Date:	10/10/2024
Expiration Date:	07/31/2025
Capacity:	93
Program Type:	AGED ALZHEIMERS

II. ALLEGATION(S)

	Violation Established?
Items stolen out of Resident A's room.	No
Facility does not offer outings.	No
Facility is not serving healthy meals.	No
Food is not hot.	Yes
Additional Findings	Yes

III. METHODOLOGY

09/06/2024	Special Investigation Intake 2024A1021084
09/10/2024	Special Investigation Initiated - On Site
09/30/2024	Exit Conference

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

ALLEGATION:

Items stolen out of Resident A's room.

INVESTIGATION:

On 09/06/2024, the licensing department received a complaint with allegations items are stolen out of Resident A's room. The complainant did not provide contact information and therefore I was unable to contact the complainant for additional information.

On 09/10/2024, I interviewed staff person 4 (SP4) at the facility. SP4 reported there have been concerns brought forth about items missing out of resident apartments. SP4 reported many times the items are simply misplaced. SP4 reported there is a resident that the other residents allege takes things. SP4 reported caregivers keep a

close eye on that resident. SP4 reported residents can lock their doors, if requested. SP4 reported overall there are no major issues with stolen items at the facility.

On 09/10/2024, I interviewed SP5 at the facility. SP5 reported he has heard concerns about missing items. SP5 reported most of the time the items are simply misplaced. SP5 reported residents and their families are advised not to bring valuable items into the facility. SP5 reported it is not a systemic issue throughout the facility.

I reviewed the admission contract for the facility. The contract read,

“The Company makes no representations or guarantees that the Company is secure from theft or any other criminal act perpetrated by any other Resident or person; therefore, the Company recommends that valuables, including but not limited to, jewelry and large amounts of money, not be brought into the Facility. If the Resident chooses to bring in such valuables or large amounts of money, the Resident is doing so at their own risk and the Company will not be responsible for any theft or loss of these items.”

APPLICABLE RULE	
R 325.1921	Governing bodies, administrators, and supervisors.
	(1) The owner, operator, and governing body of a home shall do all of the following: (b) Assure that the home maintains an organized program to provide room and board, protection, supervision, assistance, and supervised personal care for its residents.
For Reference: R 325.1901	Definitions.
	(p) "Protection" means the continual responsibility of the home to take reasonable action to ensure the health, safety, and well-being of a resident as indicated in the resident's service plan, including protection from physical harm, humiliation, intimidation, and social, moral, financial, and personal exploitation while on the premises, while under the supervision of the home or an agent or employee of the home, or when the resident's service plan states that the resident needs continuous supervision.
ANALYSIS:	Interviews conducted revealed there is not a systemic issue of stolen items at the facility.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ALLEGATION:

Facility does not offer outings.

INVESTIGATION:

The complainant alleged there have not been any outings on the facility bus for over one year. The complainant alleged it is in the contract that this service is offered to the residents.

On 09/10/2024, I interviewed SP5 at the facility. SP5 reported the facility's activity director also works another Hampton Manor facility. SP5 reported the facility is working to have more activities and outings available to the residents. SP5 reported the facility bus can only fit a certain number of residents.

I reviewed the admission contract for the facility. The contract read,

“Other Services Not Covered by this Contract. Transportation is not provided by Hampton Manor. The Resident and/or the Resident’s Responsible Party are responsible for obtaining and paying for all services which are not included in the Basic Services (including, but not limited to, the services of third-party health care, medical providers, etc.), whether provided by the Company, its subcontractors, third party health care and medical providers, or others. Any fees for services provided by other service providers will be billed directly by the service provider to the Resident. All third-party service providers (including, but not limited to, third party health care and medical providers) must receive the Company’s prior authorization and mandatory background checks if they are allowed to make notations in residents’ progress notes to provide services to the Resident at the Facility. All third-party providers who enter the Facility must sign in with the Administrator or supervisor on duty and agree to comply with the Company’s policies. The Resident or the Resident’s Responsible Party may not contract with any of the Company’s current or former employees to perform services for the Resident in the Facility.”

APPLICABLE RULE	
R 325.1922	Admission and retention of residents.
	(3) At the time of an individual's admission, a home or the home's designee shall complete a written resident admission contract between the resident and/or the resident's authorized representative, if any, and the home. The resident admission contract shall, at a minimum, specify all of the following: (d) The transportation services that are provided, if any, and the fees for those services.

ANALYSIS:	Review of facility admission contract revealed there was no agreement that the facility would provide outings on the facility bus. Therefore, there is lack of evidence to support this allegation.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ALLEGATION:

Facility is not serving healthy meals.

INVESTIGATION:

The complainant alleged the kitchen is not serving well rounded meals. The complainant alleged residents only have options for hot dogs or hamburgers. The complainant alleged residents were served ham for both meals and the food was over cooked.

On 09/10/2024, I interviewed SP6 at the facility. SP6 reported is the main chef at the facility. SP6 reported the facility has a five-week cycle menu that rotates. SP6 reported she takes into consideration the resident population preferences. SP6 reported she did develop the menu and did have the same type of meat for both meals, but the menu has been revised to have different types of meat. SP6 reported residents have the option to order a salad, soup, hot dog, hamburger, and various salads. SP6 reported each meal has a protein, starch, and vegetable. SP6 reported the meals are well rounded and are healthy.

On 09/10/2024, I interviewed SP3 at the facility. SP3 reported the food is bland in spices but is good. SP3 reported residents report the food is good.

I reviewed the breakfast meal while at the facility. The meal had eggs, potatoes, and toast. The breakfast was served in an appetizing manner. I observed multiple residents in the dining room. All residents were eating and enjoying the food.

I reviewed the menus for the five-week cycle. The menus were well rounded, and each meal included a protein, starch, and vegetable.

APPLICABLE RULE	
R 325.1951	Nutritional need of residents.
	A home shall meet the food and nutritional needs of a resident in accordance with the recommended daily dietary allowances of the food and nutrition board of the national research council of the national academy of sciences, adjusted for age, gender, and activity, or other national

	authority acceptable to the department, except as ordered by a licensed health care professional.
ANALYSIS:	Interviews conducted, observations made, and documentation reviewed revealed lack of evidence to support this allegation.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ALLEGATION:

Food is not hot.

INVESTIGATION:

The complainant alleged the food is always served cold.

SP6 reported once the food is done cooking, it is placed in warming trays in the kitchen. SP6 reported she then plates the food and places in under warming lights. SP6 reported the floor staff is then responsible for serving the food to the residents. SP6 reported at times the floor staff will move the plate off the warming light and not immediately serve it to the residents. SP6 reported when she places the food in the warming trays, she ensures the water is steaming but does not take any temperatures of the food.

The facility did not have any documentation of food temperatures.

APPLICABLE RULE	
R 325.1976	Kitchen and dietary.
	(6) Food and drink used in the home shall be clean and wholesome and shall be manufactured, handled, stored, prepared, transported, and served so as to be safe for human consumption.
ANALYSIS:	The facility was unable to demonstrate that food is handled, stored, prepared, and transported safely for human consumption by not appropriately taking and recording the temperature of the food.
CONCLUSION:	VIOLATION ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION:

Inspection of the facility revealed the menu for regular and therapeutic diets were not posted.

APPLICABLE RULE	
R 325.1953	Menus.
	(1) A home shall prepare and post the menu for regular and therapeutic or special diets for the current week. Changes shall be written on the planned menu to show the menu as actually served.
ANALYSIS:	Inspection of the facility revealed the menu for regular and therapeutic diets were not posted.
CONCLUSION:	VIOLATION ESTABLISHED

IV. RECOMMENDATION

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

Kimberly Horst

09/12/2024

Kimberly Horst
Licensing Staff

Date

Approved By:

Andrea L. Moore

09/30/2024

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

Date