



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

June 27, 2023

Ronald Dolzani
8035 Hidden Shores Dr.
Fenton, MI 48430

RE: License #:	AM250399240
Investigation #:	2023A0123041
	Warwick AFC LLC

Dear Mr. Dolzani:

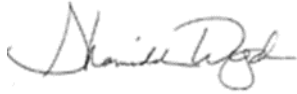
Attached is the Special Investigation Report for the above referenced facility. Due to the violations identified in the report, a written corrective action plan is required. The corrective action plan is due 15 days from the date of this letter and must include the following:

- 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.

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) 643-7960.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shamidah Wyden".

Shamidah Wyden, Licensing Consultant
Bureau of Community and Health Systems
411 Genesee
P.O. Box 5070
Saginaw, MI 48607
989-395-6853

enclosure

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

I. IDENTIFYING INFORMATION

License #:	AM250399240
Investigation #:	2023A0123041
Complaint Receipt Date:	05/08/2023
Investigation Initiation Date:	05/10/2023
Report Due Date:	07/07/2023
Licensee Name:	Ronald Dolzani
Licensee Address:	8035 Hidden Shores Dr. Fenton, MI 48430
Licensee Telephone #:	(505) 463-7349
Administrator:	Ronald Dolzani
Licensee Designee:	N/A
Name of Facility:	Warwick AFC LLC
Facility Address:	5296 Warwick Trail Grand Blanc, MI 48439
Facility Telephone #:	(810) 344-7444
Original Issuance Date:	01/10/2020
License Status:	REGULAR
Effective Date:	07/10/2022
Expiration Date:	07/09/2024
Capacity:	11
Program Type:	AGED

II. ALLEGATION(S)

	Violation Established?
Resident A passed away on 04/24/2023. The facility is refusing to refund any part of an automatic payment made for May 2023 on 04/20/2023.	No
On 04/23/2023, staff were outside smoking a cigarette back and forth while the residents were in the home eating supper without supervision. Staff Sadie Jackson was asleep during her shift on the night of 04/23/2023 and did not give Resident A his 6:30 am morphine until 7:00 am the next morning.	No
On 04/22/2023 and 04/23/2023, staff passed Resident A his medication with applesauce when he was on a liquid only diet.	No
Additional Findings	Yes

III. METHODOLOGY

05/08/2023	Special Investigation Intake 2023A0123041
05/09/2023	Contact - Document Sent I sent an email to Complainant 1 requesting a phone call.
05/10/2023	Special Investigation Initiated - Telephone I spoke with Complainant 1 via phone.
05/11/2023	Inspection Completed On-site I conducted an unannounced on-site at the facility.
05/22/2023	Contact - Document Received Requested documentation received via fax.
06/23/2023	Inspection Completed On-site I conducted a follow-up visit at the facility.
06/23/2023	Contact - Telephone call made I left a voicemail requesting a return call from Resident A's hospice social worker Cecilia Williams.
06/23/2023	Contact - Telephone call made I interviewed staff Sadie Jackson via phone.

06/26/2023	Contact - Telephone call received I spoke with hospice social worker Cecilia Williams via phone.
06/26/2023	Contact - Document Received Requested documentation received via email.
06/27/2023	Exit Conference I spoke with designated person Asam Abbas via phone.

ALLEGATION: Resident A passed away on 04/24/2023. The facility is refusing to refund any part of an automatic payment made for May 2023 on 04/20/2023.

INVESTIGATION: On 05/10/2023, I spoke with Complainant 1 via phone. Complainant 1 stated that Resident A moved into the facility on 01/22/2023. Complainant 1 stated that a payment was made on 04/20/2023 for the month of May 2023. Resident A died on 04/24/2023. Complainant 1 stated that Sam Abbas reported that there is a no refund policy, and that the money from the check was given to his employees. Complainant 1 stated that it was an automatic payment from a bank account, and it was cashed the day Resident A died.

On 05/11/2023, I spoke with Asam Abbas at the facility. Mr. Abbas stated that everyone pays their cost of care by check/direct deposit. He stated that the payment for Resident A was made. Their policy states that after the rent date, there is no refund. The money was used for payroll. Mr. Abbas stated that he told Resident A's Relative 1 that he would pay the money back anyway out of kindness. Mr. Abbas clarified that the first day a resident move in, is the day that their rent is due each subsequent month.

On 05/11/2023, I obtained documentation during my on-site. A copy of the facility's refund policy for Resident A was obtained. The policy states "*The policy of Warwick AFC is not to refund any deposits, monthly rent, or fees collected. Monthly rent is not pro-rated. In the event of an exception is implemented said exception must be documented: (There were no exceptions noted.)*" Resident A's name was written on the Resident or Representative signature line. On the management line, staff Janet Jackson signed and dated the document for 01/22/2023. A copy of the *Monthly Rate/Respite Care/Fee Statement* was obtained. The basic rate is noted to be \$3,400/month. The document appears to have Resident A's name as the signature. It is also signed by staff Janet Jackson with the date of admission noted to be 01/22/2023. A copy of Resident A's *AFC-Resident Care Agreement* was obtained. The basic fee is noted to cover "*24 hr care, medication management, cooking, cleaning, laundry, and hygiene care.*" The care agreement is signed by Relative 1 and dated for 01/22/2023.

On 06/26/2023, I received a copy of Resident A's Resident Funds Part II form. The documentation notes that \$3,400 was received for Resident A on 01/22/2023, 02/22/2023, 03/22/2023, and 04/22/2023.

APPLICABLE RULE	
R 400.14315	Handling of resident funds and valuables.
	<p>(14) A licensee shall have a written refund agreement with the resident or his or her designated representative. The agreement shall state under what conditions a refund or the unused portion of the monthly charge that is paid to the home shall be returned to the resident or his or her designated representative. The refund agreement shall provide for, at a minimum, refunds under any of the following conditions:</p> <p>(a) When an emergency discharge from the home occurs as described in R 400.14302.</p> <p>(b) When a resident has been determined to be at risk pursuant to the provisions of sections 11 and 11a to 11f of Act No. 280 of the Public Acts of 1939, as amended, being {400.11 and 400.11a to 400.11 of the Michigan Compiled Laws.</p> <p>(c) When a resident has been determined to be at risk due to substantial noncompliance with these licensing rules which results in the department taking action to issue a provisional license or to revoke or summarily suspend, or refuse to renew, a license and the resident relocates. The amount of the monthly charge that is returned to the resident shall be based upon the written refund agreement and shall be prorated based on the number of days that the resident lived in the home during that month.</p>
ANALYSIS:	<p>Complainant 1 reported that a cost of care payment was made on 04/20/2023. The payment was cashed on 04/24/2023, the day Resident A passed away.</p> <p>Mr. Abbas reported that that the first day a resident move in, is the day that their rent is due each subsequent month. Resident A moved in on 01/22/2023.</p> <p>A copy of Resident A's Resident Funds II form was reviewed. It notes that payments were received 01/22/2023, 02/22/2023, 03/22/2023, and 04/22/2022.</p> <p>There is no preponderance of evidence to substantiate a rule</p>

	violation, as this situation does not fall under the minimum conditions in which a refund shall be provided for.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ALLEGATION: On 04/23/2023, staff were outside smoking a cigarette back and forth while the residents were in the home eating supper without supervision. Staff Sadie Jackson was asleep during her shift on the night of 04/23/2023, while on shift with a trainee.

INVESTIGATION: On 05/11/2023, I conducted an unannounced on-site visit at the facility. I interviewed home manager Glenda Jackson. Staff Jackson denied having any knowledge of staff leaving out of the home and leaving residents unattended.

On 05/11/2023, I interviewed Mr. Asam Abbas. He denied any knowledge of staff walking out and leaving residents unattended.

On 06/23/2023, I conducted an unannounced on-site follow-up visit at the facility. I interviewed Resident B, Resident C, Resident D, and Resident E. The residents reported the following:

Resident B denied seeing any staff sleeping during their shift. Resident B stated that staff are always present in the facility and denied that staff leave the residents unattended.

Resident C stated that staff are always present. He stated that he has not seen any staff sleeping in the last few months.

Resident D stated that staff will go out on the back porch for a smoke break, but only for about five to ten minutes. Resident D stated that staff have not left the premises of the facility during their shifts. Resident D stated that they have only seen one staff person sleeping in the past and has not seen staff Sadie Jackson sleeping.

Resident E stated that they saw a staff person who no longer works here sleeping on the couch. Resident E denied that any staff have left them in the home unattended. She stated that staff do get smoke breaks on the porch. Resident E denied ever seeing staff Sadie Jackson sleeping and stated "No, never."

On 06/23/2023, I interviewed home manager Glenda Jackson at the facility. She stated that staff Sadie Jackson told her that she was there during shift change on 04/23/2023, while second and third shift staff were doing their shift change. She stated that staff Sadie Jackson was there in case anyone had questions and was in her vehicle getting ready to leave. She stated that staff Sadie Jackson was not on the schedule for 04/23/2023. I confirmed during this on-site that staff Sadie Jackson's name was not on the schedule for 04/23/2023. She stated that there was no trainee on shift on 04/23/2023, and that staff Jewel Gray is not a new staff

person. She stated that there has been a report of staff sleeping, but it was addressed immediately. She stated that this incident did not occur when Resident A was in the facility and that the staff was terminated. She denied having any knowledge of any staff sleeping on 04/23/2023.

On 06/23/2023, I interviewed staff Savannah Williams at the facility. She denied seeing any staff asleep on their shift. She stated that she works second shift alone, unless as swing shift is scheduled and there's another staff present. She denied having any knowledge of staff leaving the facility. She stated that staff and residents use call button equipment.

On 06/23/2023, I interviewed staff Sadie Jackson via phone. Staff Jackson denied the allegations. She stated that residents were never left unattended. She stated that at shift change, staff meet at the end of the sidewalk to discuss personal information regarding the residents, and staff are equipped with call button devices on them in case a resident call for assistance. She stated that the only time she was outside with another staff person was for shift change. She stated that there is sometimes a floater on third shift that comes in when there is someone on hospice actively passing. She denied that she was training a staff person on 04/23/2023. She stated that staff Jewel Gray was on shift that night, and that Staff Gray has been working at the facility for about two years. She stated that Staff Gray was the staff assigned to work the floor that night, and she (Staff Jackson) was just present in the event Resident A passed.

On 06/26/2023, I spoke with Heartland Promedica hospice social worker Cecilia Williams via phone. She stated that there were no supervision concerns brought to her attention. She stated that in her opinion, Resident A received good care, and she stated that she would not place a patient in a facility if they don't provide good care. Ms. Williams stated that staff at the facility called her any time there was an issue. She reported that staff have a one-hour window to pass medications.

APPLICABLE RULE	
R 400.14206	Staffing requirements.
	(2) A licensee shall have sufficient direct care staff on duty at all times for the supervision, personal care, and protection of residents and to provide the services specified in the resident's resident care agreement and assessment plan.
ANALYSIS:	Staff Glenda Jackson and Mr. Asam Abbas denied having any knowledge of any staff leaving the residents unattended. Resident B, Resident C, Resident D, and Resident E denied that staff leave the residents unattended. Resident C and Resident D denied seeing staff Sadie Jackson sleeping on shift. Resident E and Resident D stated that they have seen a

	<p>staff in the past sleeping. Staff Glenda Jackson reported that there was one incident that did not occur while Resident A resided the facility, and the staff was terminated.</p> <p>Staff Savannah Williams and Staff Sadie Jackson denied the allegations.</p> <p>Resident A's hospice social worker Cecilia Williams denied having any knowledge or concerns regarding insufficient supervision.</p> <p>There is no preponderance of evidence to substantiate a rule violation.</p>
CONCLUSION:	VIOLATION NOT ESTABLISHED

ALLEGATION: On 04/22/2023 and 04/23/2023, staff passed Resident A his medication with applesauce when he was on a liquid only diet.

INVESTIGATION: On 05/10/2023, I spoke with Complainant 1 via phone. Complainant 1 stated that Resident A was supposed to be on a liquid only diet, and staff gave him applesauce and a pill the night before he passed.

On 05/11/2023, I spoke with Asam Abbas at the facility. He denied having any knowledge of the allegations.

On 05/22/2023, I received copies of Resident A's medication administrator records for April 2023. Resident A's MARS indicates that an order written 04/21/2023, that was stopped on 04/24/2023 notes "*take 1 tablet by mouth every three hours as needed (breakthrough restlessness) (may crush)*" for his Lorazepam (Ativan) Tab 0.5 mg."

On 06/23/2023, I interviewed staff Savannah Williams at the facility. Staff Williams stated that Resident A was on a soft food diet, and the directions from hospice were that he was to receive his Ativan (Lorazepam) crushed in apple sauce, and his morphine before his last stages. She stated that to her knowledge the applesauce was okay to give on the diet he was on, and in the electronic medication administration records, it stated that staff may crush in apple sauce.

On 06/23/2023, I conducted an unannounced on-site follow-up visit at the facility. I interviewed Resident B, Resident C, Resident D, and Resident E. The residents reported the following:

Resident B could not recall having to take any medication daily.

Resident C stated that he gets his medication daily and on time and denied having any concerns about his medication.

Resident D denied having any current issues with medications and stated that she receives them daily.

Resident E reported that she receives her medications daily.

On 06/26/2023, I spoke with Heartland Promedica hospice social worker Cecilia Williams via phone. Ms. Williams stated that Ativan (Lorazepam) is typically crushed and added to applesauce, and at the end of life it can still be administered this way because the medication can be absorbed through the membrane of the jaw. During this call, Ms. Williams and her supervisor reviewed Resident A's chart. She reported that there was no order in the file noting that Resident A was on a liquid only diet. She stated that his diet was thickened liquid and soft foods. She stated that Resident A's morphine was a PRN, not on a scheduled time, but on 04/24/2023, it did become scheduled, but the staff had a one-hour window to pass the medication.

APPLICABLE RULE	
R 400.14312	Resident medications.
	(4) When a licensee, administrator, or direct care staff member supervises the taking of medication by a resident, he or she shall comply with all of the following provisions: (e) Not adjust or modify a resident's prescription medication without instructions from a physician or a pharmacist who has knowledge of the medical needs of the resident. A licensee shall record, in writing, any instructions regarding a resident's prescription medication.
ANALYSIS:	Resident A's medication administration records indicated that he had Lorazepam 0.5 mg tablets prescribed to him. The instructions noted that staff may crush them. Ms. Cecilia Williams, Resident A's hospice social worker reported that there was no liquid diet order, and that it is typical to administer the medication with applesauce. There is no preponderance of evidence to substantiate a rule violation.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION: On 05/11/2023, I conducted an unannounced on-site visit at the facility. I obtained a copy of Resident A's refund policy. The policy states "*The policy of Warwick AFC is not to refund any deposits, monthly rent, or fees collected. Monthly rent is not pro-rated. In the event of an exception is implemented said*

exception must be documented: (There were no exceptions noted.)” The minimum conditions outline in R400.14315(14) were not noted in the facility’s refund policy.

APPLICABLE RULE	
R 400.14315	Handling of resident funds and valuables.
	<p>(14) A licensee shall have a written refund agreement with the resident or his or her designated representative. The agreement shall state under what conditions a refund or the unused portion of the monthly charge that is paid to the home shall be returned to the resident or his or her designated representative. The refund agreement shall provide for, at a minimum, refunds under any of the following conditions:</p> <p>(a) When an emergency discharge from the home occurs as described in R 400.14302.</p> <p>(b) When a resident has been determined to be at risk pursuant to the provisions of sections 11 and 11a to 11f of Act No. 280 of the Public Acts of 1939, as amended, being {400.11 and 400.11a to 400.11 of the Michigan Compiled Laws.</p> <p>(c) When a resident has been determined to be at risk due to substantial noncompliance with these licensing rules which results in the department taking action to issue a provisional license or to revoke or summarily suspend, or refuse to renew, a license and the resident relocates. The amount of the monthly charge that is returned to the resident shall be based upon the written refund agreement and shall be prorated based on the number of days that the resident lived in the home during that month.</p>
ANALYSIS:	<p>On 05/11/2023, I obtained a copy of Resident A’s refund policy. The refund policy did not meet the requirements of this rule.</p> <p>There is a preponderance of evidence to substantiate a rule violation.</p>
CONCLUSION:	VIOLATION ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION: On 05/11/2023, I conducted an unannounced on-site visit at the facility. I obtained a copy of Resident A's *Assessment Plan for AFC Residents*. The assessment plan did not have a date the assessment was completed, the name of the person completing the assessment, nor the licensee's or designated person's signature.

APPLICABLE RULE	
R 400.14301	Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.
	(4) At the time of admission, and at least annually, a written assessment plan shall be completed with the resident's designated representative, the responsible agency, if applicable, and the licensee. A licensee shall maintain a copy of the resident's written assessment plan on file in the home.
ANALYSIS:	On 05/11/2023, I obtained a copy of Resident A's Assessment Plan for AFC Residents. The assessment plan was lacking signatures of the person/staff completing the assessment, as well as the licensee signature and the date the assessment was conducted. There is a preponderance of evidence to substantiate a rule violation.
CONCLUSION:	VIOLATION ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION: On 05/11/2023, I conducted an unannounced on-site visit at the facility. A copy of Resident A's *AFC- Resident Care Agreement* was obtained. The care agreement notes Resident A's Relative 1's signature and date (01/22/2023), however, there are no other required signatures noted.

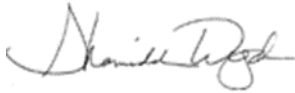
APPLICABLE RULE	
R 400.14301	Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.
	(6) At the time of a resident's admission, a licensee shall complete a written resident care agreement. A resident care agreement is the document which is established between the resident or the resident's designated representative, the responsible agency, if applicable, and the licensee and which specifies the responsibilities of

	<p>each party. A resident care agreement shall include all of the following:</p> <p>(a) An agreement to provide care, supervision, and protection and to assure transportation services to the resident as indicated in the resident's written assessment plan and health care appraisal.</p> <p>(b) A description of services to be provided and the fee for the service.</p> <p>(c) A description of additional costs in addition to the basic fee that is charged.</p> <p>(d) A description of the transportation services that are provided for the basic fee that is charged and the transportation services that are provided at an extra cost.</p> <p>(e) An agreement by the resident or the resident's designated representative or responsible agency to provide necessary intake information to the licensee, including health-related information at the time of admission.</p> <p>(f) An agreement by the resident or the resident's designated representative to provide a current health care appraisal as required by subrule (10) of this rule.</p> <p>(g) An agreement by the resident to follow the house rules that are provided to him or her.</p> <p>(h) An agreement by the licensee to respect and safeguard the resident's rights and to provide a written copy of these rights to the resident.</p> <p>(i) An agreement between the licensee and the resident or the resident's designated representative to follow the home's discharge policy and procedures.</p> <p>(j) A statement of the home's refund policy. The home's refund shall meet the requirements of R 400.14315.</p> <p>(k) A description of how a resident's funds and valuables will be handled and how the incidental needs of the resident will be met.</p> <p>(l) A statement by the licensee that the home is licensed by the department to provide foster care to adults.</p>
ANALYSIS:	<p>On 05/11/2023, a copy of Resident A's <i>AFC- Resident Care Agreement</i> was obtained. The care agreement notes Resident A's Relative 1's signature and date (01/22/2023), however, there are no other required signatures noted.</p> <p>There is a preponderance of evidence to substantiate a rule violation.</p>
CONCLUSION:	VIOLATION ESTABLISHED

On 06/27/2023, I conducted an exit conference with designated person Asam Abbas via phone. I informed of the findings and conclusions of this report.

IV. RECOMMENDATION

Contingent upon the receipt of an acceptable corrective action plan, I recommend continuation of the AFC medium group home license (capacity 1-11.)



06/27/2023

Shamidah Wyden
Licensing Consultant

Date

Approved By:



06/27/2023

Mary E. Holton
Area Manager

Date