



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
ACTING DIRECTOR

August 30, 2023

John Winden
Close To Home Assisted Living, Saginaw LLC
1805 South Raymond
Bay City, MI 48706

RE: License #: AL730398656
Investigation #: 2023A0580053
Close to Home Assisted Living Saginaw Side 2

Dear John Winden:

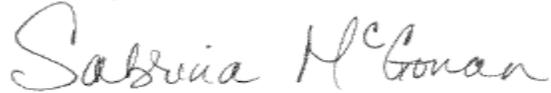
Attached is the Special Investigation Report for the above referenced facility. Due to the violations identified in the report, a written corrective action plan is required. The corrective action plan is due 15 days from the date of this letter and must include the following:

- 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 responsible party 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) 643-7960.

Sincerely,

A handwritten signature in cursive script that reads "Sabrina McGowan".

Sabrina McGowan, Licensing Consultant
Bureau of Community and Health Systems
611 W. Ottawa Street
P.O. Box 30664
Lansing, MI 48909
(810) 835-1019

enclosure

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

I. IDENTIFYING INFORMATION

License #:	AL730398656
Investigation #:	2023A0580053
Complaint Receipt Date:	07/19/2023
Investigation Initiation Date:	07/21/2023
Report Due Date:	09/17/2023
Licensee Name:	Close To Home Assisted Living, Saginaw LLC
Licensee Address:	1805 South Raymond Bay City, MI 48706
Licensee Telephone #:	(989) 401-3581
Administrator:	John Winden
Licensee Designee:	John Winden
Name of Facility:	Close to Home Assisted Living Saginaw Side 2
Facility Address:	2160 N. Center Rd Saginaw, MI 48603
Facility Telephone #:	(989) 778-2575
Original Issuance Date:	07/07/2020
License Status:	REGULAR
Effective Date:	01/07/2023
Expiration Date:	01/06/2025
Capacity:	20
Program Type:	PHYSICALLY HANDICAPPED DEVELOPMENTALLY DISABLED AGED

II. ALLEGATION(S)

	Violation Established?
Resident A is supposed to receive \$60 per month and has not received it. It is believed that staff are giving her money to her husband. Resident A is not able to buy the things that she needs.	Yes
Additional Findings	Yes

III. METHODOLOGY

07/19/2023	Special Investigation Intake 2023A0580053
07/21/2023	APS Referral This complaint was opened by APS for investigation.
07/21/2023	Special Investigation Initiated - Telephone Call to Rebecca Robelin, APS Saginaw Co.
08/01/2023	Contact - Telephone call made Call to staff Linzi Gotham while onsite.
08/01/2023	Inspection Completed On-site Onsite conducted. Contact with the home manager.
08/01/2023	Contact - Face to Face Interview with Resident A.
08/01/2023	Contact - Face to Face Interview with Resident B.
08/28/2023	Contact - Telephone call made Call to staff, Shelly Sanchez.
08/28/2023	Contact - Telephone call made Call to Mary White of Saginaw Guardianship Services.
08/30/2023	Exit Conference exit conference with the licensee designee, John Winden.

ALLEGATION:

Resident A is supposed to receive \$60 per month and has not received it. It is believed that staff are giving her money to her husband. Resident A is not able to buy the things that she needs.

INVESTIGATION:

On 07/19/2023, I received a complaint via BCAL Online Complaints. This complaint was opened by Adult Protective Services (APS) for investigation.

On 07/21/2023, I placed a call to Rebecca Roebelin of APS. She stated that Residents A and B are a husband-and-wife and the couple reside in the facility. Resident A complained to the representative payee, Mary White, who stated that she provides a \$120 a month stipend to the facility, to be split between the 2 residents. It was discovered that the home is keeping the money together in one account, as opposed to a separate account for each resident. She will not be substantiating.

On 08/01/2023, I conducted an onsite inspection at Close to Home Side 2. Contact was made with the home manager, Lisa Corneau. She stated that the funds for Residents A and B had been in one account since she became home manager in December 2022. As a result, she never made any changes and continued to distribute to Resident B

On 08/01/2023, while onsite, I spoke with staff, Linzi Gotham. She stated that to her knowledge, the guardian has always sent the check for both residents in a lump sum. As a result, they kept the funds as one account as opposed to 2. In addition, Resident A is limited in mobility, which is why Resident B takes the funds and purchases the things they need.

In 08/01/2023, while onsite, I interviewed Resident A. Resident A stated that there were no funds when she wanted to buy Resident B a present and she did not know why.

In 08/01/2023, while onsite, I interviewed Resident B. Resident B stated that Resident A can hardly get around, so he goes to the store and buys her thing.

On 08/02/2023, I received an emailed copy of the AFC Resident Care Agreement for both Residents A and B, in addition to the Resident Funds II sheet, titled in both residents' names.

The AFC Resident Care Agreement for Resident A, signed and dated by Resident A and the licensee designee, John Winden on 07/14/2023, states that the facility agrees to manage resident funds on behalf of the resident, in the amount of \$200 or less.

The AFC Resident Care Agreement for Resident B, signed and dated by Resident B and the licensee designee, John Winden on 05/23/2023, states that the facility agrees to manage resident funds on behalf of the resident, in the amount of \$200 or less.

The Resident Funds II sheet provided is titled in both Resident A and Resident B's names. Deposits reflect \$120 on 04/23/2023, \$195 on 4/30/2023, 2 separate \$60 deposits on 05/10/2023, a deposit of \$120 on 06/07/2023, and a deposit of \$120 on 07/11/2023. All withdrawals from the funds account were signed out by Resident B.

On 08/28/2023, I placed a call to Mary White of Saginaw Guardianship Services. She shared that she sends two separate \$60 checks to the facility, one for each resident. She shared that she observed the Resident Funds II sheets in which it appears that the facility has combined the funds, allowing Resident B to sign out all the funds.

APPLICABLE RULE	
R 400.15315	Handling of resident funds and valuables.
	(9) A resident's account shall be individual to the resident. A licensee shall be prohibited from having any ownership interest in a resident's account and shall verify such in a written statement to the resident or the resident's designated representative.
ANALYSIS:	<p>It was alleged that Resident A is supposed to receive \$60 per month and has not received it. It is believed that staff are giving her money to her husband. Resident A is not able to buy the things that she needs.</p> <p>Home manager, Lisa Corneau, stated that the funds for Residents A and B had been in one account since she became home manager in December 2022. As a result, she never made any changes and continued to distribute to Resident B.</p> <p>Staff, Linzi Gotham, stated that to her knowledge, the guardian has always sent the check for Residents A and B in a lump sum. As a result, they kept the funds as one account as opposed to separate accounts for Residents A and B.</p> <p>Resident A stated that there were no funds when she wanted to buy Resident B a present and she did not know why.</p> <p>Resident B stated that Resident A can hardly get around, so he goes to the store and buys her thing.</p> <p>The care agreement signed by both Resident A and the licensee indicates that the facility agrees to maintain an individual account for Resident A.</p>

	<p>The care agreement signed by both Resident B and the licensee indicates that the facility agrees to maintain an individual account for Resident B.</p> <p>The Resident Funds II sheet, titled in both resident names, reflects \$120 a month deposits. All withdrawals from the funds account were signed out by Resident B.</p> <p>Mary White, of Saginaw Guardianship Services, Representative Payee for both Residents A and B, stated that she sends two separate \$60 checks to the facility, one for each resident.</p> <p>Based on the interviews conducted with the home manager, Lisa Corneau, staff, Linzi Gotham, Resident's A and B, Mary White of Saginaw Guardianship Services, and a review of the AFC care agreements for both residents and the Resident Funds II sheet, there is enough evidence to establish a rule violation.</p>
CONCLUSION:	VIOLATION ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION:

On 08/01/2023, while onsite it was discovered that Resident A and Resident B previously owned a vehicle that was sitting in the parking lot at the facility. The vehicle is now in the process of being purchased by Relative 1, daughter of staff, Shelly Sanchez, who is employed as housekeeping staff. Witness 1 is reportedly making \$250 monthly payments to Residents A and B until the agreed amount of money is paid. While onsite I observed the agreement, which states "I, [Relative 1], am purchasing a vehicle from [Resident B]. The purchase price is \$8,000. A \$1000 payment was made in February 2023. I agree to pay \$250 a month, on the 25th day of every month, for the next 30 months (about 2 and a half years) or until the vehicle is paid in full. If a payment is not made, the vehicle will be returned immediately with no refund or reimbursement. I agree to care full coverage insurance until the vehicle is paid off in full. I acknowledge that I am responsible for any damage that occurs while I have the vehicle in my possession. This document is signed by [Resident B], buyer, [Relative 1] and Close to Home staff, Linzi Gotham, effective 04/13/2023.

Also observed while onsite were 3 money orders in the amount of \$250.00 each, totaling \$750.00 and a payment record, indicating payments for the car were received in April, May, and June 2023.

On 08/01/2023, while onsite I spoke with Linzi Gotham. She shared that she only got involved because Resident B was upset that he had not received his money for payment. It was then she decided to draw up agreement to ensure that Relative 1 was not taking advantage of the resident. She has attempted to turn to the money orders to his payee, however, she does not want to get involved.

On 08/28/2023, I placed a call to staff, Shelly Sanchez. She shared that she works in housekeeping at Close to Home, for the past 2 years. She shared that Relative 1 became aware of the vehicle one day when she dropped her off some food, inquiring as to whose car it was considering it had been parked there for some time. When she told Relative 1 it was Residents A and B's car, she asked her to inquire with the residents if they were selling the car.

On 08/28/2023, staff Linzi Gotham stated that they are assisting Resident B with obtaining his identification in order to cash the money orders to allow them to spend the funds as needed.

On 08/28/2023, Mary White of Saginaw Guardianship Services stated that while she has been made aware of the sale of the car, she will not be responsible for the funds as it will change both residents' eligibility for the Medicaid waiver. She agrees with Resident B being allowed to cash the money order to spend as both residents please.

APPLICABLE RULE	
R 400.15315	Handling of resident funds and valuables.
	(10) A licensee, administrator, direct care staff, other employees, volunteers under the direction of the licensee, and members of their families shall not accept, take, or borrow money or valuables from a resident, even with the consent of the resident.
ANALYSIS:	Relative 1, daughter of staff, Shelly Sanchez, who is employed as housekeeping staff, is in the process of purchasing a vehicle owned by Residents A and B. An agreement was agreement stating the terms under which the car is being sold, was signed by Resident B, buyer, Relative 1 and Close to Home staff, Linzi Gotham, effective 04/13/2023.

	<p>Staff, Linzi Gotham stated that she decided to draw up agreement to ensure that Relative 1 was not taking advantage of the resident.</p> <p>Staff, Shelly Sanchez, stated that Relative 1 inquired about the parked car and if it's for sale.</p> <p>Based on the interviews with staff Linzi Gotham, Shelly Sanchez and a review of the agreement signed between Resident B, buyer, Relative1 and Linzi Gotham, there is enough evidence to support the rule violation.</p>
CONCLUSION:	VIOLATION ESTABLISHED

On 08/30/2023, I conducted an exit conference with the licensee designee, John Winden. He was informed of the findings of this investigation.

IV. RECOMMENDATION

Upon the receipt of an approved corrective action plan, no change to the status of the license is recommended.

Sabrina McGowan

August 30, 2023

Sabrina McGowan
Licensing Consultant

Date

Approved By:

Mary Holton

August 30, 2023

Mary E. Holton
Area Manager

Date