



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

February 4, 2025

Sherri Turner
Adult Learning Systems-Lower Michigan
Suite F
8170 Jackson Road
Ann Arbor, MI 48103

RE: License #: AS500082890
Investigation #: 2025A0990002
Bay Ridge

Dear Ms. Turner:

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.

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 (248) 975-5053.

Sincerely,

A handwritten signature in cursive script that reads "L. Reed".

LaShonda Reed, Licensing Consultant
Bureau of Community and Health Systems
Cadillac Place, Ste 9-100
Detroit, MI 48202
(586) 676-2877

enclosure

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

I. IDENTIFYING INFORMATION

License #:	AS500082890
Investigation #:	2025A0990002
Complaint Receipt Date:	11/06/2024
Investigation Initiation Date:	11/06/2024
Report Due Date:	01/05/2025
Licensee Name:	Adult Learning Systems-Lower Michigan
Licensee Address:	Suite F - 8170 Jackson Road Ann Arbor, MI 48103
Licensee Telephone #:	(734) 408-0112
Administrator:	Sherri Turner
Licensee Designee:	Sherri Turner
Name of Facility:	Bay Ridge
Facility Address:	36540 25 Mile Road New Baltimore, MI 48047
Facility Telephone #:	(734) 408-0112
Original Issuance Date:	11/12/1998
License Status:	REGULAR
Effective Date:	05/11/2023
Expiration Date:	05/10/2025
Capacity:	6
Program Type:	MENTALLY ILL AGED

II. ALLEGATION(S)

	Violation Established?
Resident A's money was stolen from her lockbox in her bedroom.	Yes
Additional Findings	Yes

III. METHODOLOGY

11/06/2024	Special Investigation Intake 2025A0990002
11/06/2024	Special Investigation Initiated - Letter I requested several documents from Kim Horton, Corporate Training Director.
11/12/2024	Contact - Document Sent I emailed Ms. Horton, and she replied.
11/18/2024	Contact - Document Received I reviewed Resident A's resident record.
11/18/2024	Contact - Face to Face I interviewed Resident A, Resident B and Resident C. I interviewed Ms. Horton.
11/18/2024	Contact - Document Sent I emailed Guardian A. Guardian A replied.
11/18/2024	Contact - Document Sent I emailed Ms. Horton.
11/20/2024	Contact - Telephone call made I conducted a phone interview with Detective Dixon.
11/20/2024	Contact - Document Sent I emailed Brittany Scruggs, Supports Coordinator. She replied.
11/21/2024	Contact - Document Received I received documents from Ms. Horton.
11/21/2024	Contact - Document Received

	I received an email from Ms. Horton regarding Resident F missing funds.
11/26/2024	Contact - Document Sent I emailed Ms. Horton to follow up regarding Resident B's missing gift cards.
12/04/2024	Contact - Face to Face I interviewed Resident D.
12/04/2024	Contact - Face to Face I attempted to interview Consuela Bennings, but she called in sick. I went to Romeo adult foster home.
12/04/2024	Contact - Document Sent I followed up with Ms. Horton.
12/05/2024	Contact - Document Received I received Resident A's financial spreadsheet from Guardian A.
12/12/2024	Contact - Document Sent I emailed Ms. Horton.
12/18/2024	Contact - Document Sent I emailed Detective Dixon.
12/18/2024	Contact - Document Sent I emailed Ms. Horton. I requested the employee file for Lindsay Makela.
12/18/2024	Contact - Document Received I received documents from Ms. Horton and Lindsay Makela employee file.
12/19/2024	Contact- Telephone call received I conducted a phone interview with Detective Dixon.
12/19/2024	Contact- Document received I received an email from Ms. Horton.
12/23/2024	Contact – Document sent Ms. Horton sent an email following up.
01/03/2025	Exit Conference I discussed the investigation with Ms. Horton.

01/07/2025	Contact – Telephone call made I called Consuela Bennings. The voice mail was full. I followed-up with a text message and email asking for a return call.
01/07/2025	Contact – Telephone call made I conducted a phone interview with Lindsey Makela.
01/07/2025	Contact- Document sent I emailed Detective Dixon for follow-up.
01/07/2025	Contact – Telephone call made I conducted a phone interview with Resident F.
01/07/2025	Exit conference I conducted an exit conference with Sheri Turner and Ms. Horton via Teams.

ALLEGATION:

Resident A's money was stolen from her lockbox in her bedroom.

INVESTIGATION:

On 11/04/2024, I received an email from Kim Horton, Corporate Training Director. Ms. Horton said there has been an alleged theft of substantial money, but the amount is undetermined. Resident A went to get money from her lockbox on Friday, 11/03/2024 and reported all her money was gone. Ms. Horton made a police report and sent an incident report to the Office of Recipient Rights (ORR). Resident A said that direct care staff/home manager Consuela Bennings stole her money. ORR requested that Ms. Bennings be removed from Bay Ridge's schedule until their investigation is complete. Ms. Bennings is working at the Romeo home and is currently not allowed to handle funds. I opened a special investigation.

On 11/12/2024, I emailed Ms. Horton and requested Resident A's file and Ms. Benning's employee record. Ms. Horton replied that Resident A also reported not receiving her allowance in the last few months. Ms. Horton said that she completed a money count before Ms. Bennings transferred to the Romeo home and that Resident A had no funds onsite. Ms. Horton said the logs are hard to understand and she is still trying to figure it out.

Ms. Horton said Resident A's guardian (Heitmanis Law Group) began sending Resident A large allowances and grocery money. Resident A did not like this. Ms. Horton called Heitmanis Law Group a few times, asking them to stop sending it because it upsets Resident A, and she requested this via email. Ms. Horton said she recently discovered that Heitmanis Law Group began sending more money to the home on a Visa gift card.

Ms. Horton said that she was not made aware of this. Ms. Horton asked Heitmanis Law Group to get a reloadable card and add only Resident A's \$44 allowance. Ms. Horton also said she asked them to stop sending money for groceries.

I received a copy of Ms. Horton's email to Heitmanis Law Group on 08/02/2024 requesting a reloadable card. I observed a letter written by Ms. Horton and signed by Resident A on 02/13/2024 that she received a check from Harmony Care for \$486.69, which she cashed and gave to Resident A.

On 11/18/2024, I reviewed Resident A's resident record per my request via email to initiate the special investigation. I reviewed Resident A's *Assessment Plan*, Individual Plan of Services (IPOS), Crisis and Safeguard Plan, *Resident Care Agreement*, *Resident Funds I*, and *Resident Funds II*.

Resident A has lived at the home for 12 years and has had the same roommate (Resident D) for nine years. Resident A is diagnosed with schizoaffective disorder and bipolar disorder. Resident A exhibits paranoid behaviors, lacks insight into her mental illness, and neglects her ADLs. Resident A does not attend workshops/day programs and prefers to hang out in the recreation room at home and take walks when the weather is nice. Resident A prefers routine.

Resident A can read and write. Resident A can communicate her needs and complete activities and ADLs with prompts. Resident A's basic fee for cost of care is \$1100, and her allowance is \$44 per month. There is no additional documentation on the *Resident Care Agreement* that the Heitmanis Law Group is to pay for groceries. Resident A is in a specialized adult foster home, and a per diem is received monthly (amount unknown) for her care.

I observed no signatures from Resident A or the Designated Representative for her personal allowance on the *Resident Funds II* form from August to November 2024. Resident A's *Resident Funds II* documents the following deposits for her allowance 2024:

- January \$44
- February \$244
- March \$244
- April \$244
- May \$244
- June Ineligible
- July \$350
- August \$50
- September \$51.64
- October Ineligible
- November \$350

I observed no signatures from Resident A or the Designated Representative for food transactions on the *Resident Funds II* form from February to October 2024. Resident A's *Resident Funds II* documents the following deposits for food 2024:

- February \$200
- March \$0
- April \$0
- May \$200
- June \$0
- July \$0
- August \$350
- September \$350
- October \$350

I observed 11 photocopied receipts for groceries for Kroger, Meijer, Meatland Meats, and Aldi used for groceries by Ms. Bennings. The total amount for the receipts is \$1240.22. There were four transactions in February 2024, two in August 2024, two in September, and three in October 2024. One receipt was not clear; therefore, I could not read the date.

On 11/18/2024, I emailed Guardian A. Guardian A replied. Guardian A said she must investigate another system to review Resident A's transactions. Guardian A said Resident A does not receive food stamps because her income is too high for the program. Resident A barely meets Medicaid limits and has a deductible. Guardian A was giving extra funds to her gift card for groceries. Guardian A said that she received a call from the home that a gift card had gone missing, but she explained that she could not stop the cards; they were just Visa gift cards purchased at the store each month. They are not debit cards. Guardian A could pull the balance; the only charge was from an Aldi near the house; therefore, it confirmed the home took her grocery shopping. Resident A maintains the right to manage her \$44 allowance, and the home assists with the extra funds for groceries, or at least that's what her impression was. Guardian A said she is unfamiliar with any money that Harmony Care sent to Resident A and has never heard of them. Guardian A said no receipts were ever accepted because there was never an issue.

On 11/18/2024, I interviewed Resident A onsite. Resident A said she kept her lock box underneath her bed with at least \$1000 cash. Resident A said that she wears the key for the lockbox on her necklace and only removes it for showers. Resident A said that she and Resident D have been roommates for nine years, she has never stolen from her, and they have a good relationship. Resident A said her allowance was \$44 but then changed to \$50. Resident A said that she did not receive her allowance of \$50 for September 2024 and October 2024. Resident A said that around June/July 2024, they began giving her \$300 checks that she would cash at a store in her lockbox. Resident A said that she didn't like having to cash the checks, and then her guardian began putting money on her card and loading it each month.

Resident A said she believes Consuela Bennings, "Connie," stole her money. Resident A said that Ms. Bennings knew where she kept her money and was the person who helped her cash her checks. Resident A said that Ms. Bennings would take gift cards and use them to buy groceries for the home. Resident A said that around June/July, Ms. Bennings spent \$600 on groceries using her card. Resident A said that Ms. Bennings would also keep the cards and then give them to her. Resident A said that she also believed that Ms. Bennings stole from her because she overheard someone say that Ms. Bennings was driving a stolen car. The police came to the home and took it from her. Resident A further stated that her cards come on the first of the month, but she did not receive \$50 for the last two months. Resident A said that she made a police report, and the police took her lockbox to look for fingerprints. Resident A said she has not purchased or loaned money to anyone.

On 11/18/2024, I interviewed Kim Horton. Ms. Horton said that Resident D (Resident A's roommate) was at a day program and did not return to the home until after 3 PM. Resident D is hard of hearing. Ms. Horton said that she believes Resident A received food assistance at some point. When Resident A's food assistance stopped, Ms. Horton said that the guardian began sending Resident A \$129-\$130 in money for groceries. Ms. Horton said that Resident A received her allowance in July 2024 for \$350, and Ms. Bennings withdrew it for groceries. Ms. Bennings handles all the cash for the residents as the home manager. Ms. Horton said that now that she is looking into things, Ms. Benning's records and accounting are unorganized.

Ms. Horton agreed that Resident A could have had \$1000 in her lockbox. Ms. Horton said Resident A received a check from Harmony Care for some reimbursement. She assisted with cashing this and gave Resident A the cash. Ms. Horton was unaware that cash exceeding \$200 was a rule for the residents but just for staff because she could hold her own money. Ms. Horton said that the guardian began sending extra money for groceries for \$200. Ms. Horton said that she called the guardian about sending the money for groceries, but it continued; Ms. Horton believes she called back in March 2024. Resident A did not like receiving the extra cash or checks. Ms. Horton said that Resident A does not have a bank account. Resident A always kept the key to her lock box around her neck. Ms. Horton said that she even shower with it on. Ms. Horton said that there was no way any of the other residents were able to take the money. Ms. Horton said that Resident A is very routine. Ms. Horton had no knowledge of Ms. Bennings driving a stolen car. Ms. Horton said that Resident A also told her that Ms. Benning's wages were being garnished.

I requested the most recent *Resident Care Agreements* and *Resident Funds II* for September and October 2024 for Resident B, Resident C, Resident D, Resident G (discharged date unknown), and Resident H (passed away 10/05/2024). I did not request Resident E and Resident F because both residents were admitted to the home in late October 2024.

On 11/18/2024, I interviewed Resident B. Resident B has lived at the home for 1.5 years. Resident B does not receive allowance or cash. Resident B said she does not

know if her housemates receive money. Resident B said she likes living in the home and has no concerns.

On 11/18/2024, I interviewed Resident C. Resident C initially refused to be interviewed but agreed. Resident C said she has lived in the home for 6-7 years. Resident C said that she likes living there but would prefer to live with her husband. Resident C said that she receives \$44 per month in personal allowance. She is given her cash by "Connie." Resident C said that she keeps her money inside of her bedroom. Resident C said she knows nothing about her housemate's money or allowances. Resident C said that no one has ever taken her cash or is allowed in her bedroom. Resident C said that she has no concerns with her housemates or staff.

On 11/18/2024, I received the documents via email. Resident B does not receive the personal allowance. I observed that there are no signatures for Resident B's EBT (food assistance card) on the *Resident Funds II* form from April 2024 to October 2024. Resident B received \$291 per month in EBT.

Resident C's family provides her with a personal allowance. I observed that Resident C's EBT transactions for food did not have signatures from Resident C/Designated Representative from April 2024 to September 2024. Resident C receives \$291 per month in EBT.

I observed that Resident D does not receive a personal allowance or EBT. I observed that Resident G (discharged) received \$151 in EBT from May 2024 to December 2024. Resident G gets \$44 for allowance.

I observed that Resident H (who passed away on 10/05/2024) received \$44 in personal allowance from July 2024 - to September 2024. I observed a note stating that Resident H refused to sign the Resident Funds II for EBT.

On 11/20/2024, I conducted a phone interview with Detective Dixon. Detective Dixon said the police report documented that \$1000-\$1050 in cash and gift cards were stolen from Resident A by someone living or working in the home. Detective Dixon was unaware of the more significant sums of money given to Resident A, and Ms. Horton said it was the \$44 allowance. Detective Dixon noted that no fingerprints were found on the lockbox. There is no way to trace the gift cards and cash. I inquired about Ms. Benning's contact with law enforcement; nothing related to the allegations was in their system. Detective Dixon said that due to no evidence, no charges will be filed, and the case will be closed.

On 11/20/2024, I emailed Brittany Scruggs, support coordinator. She replied. Ms. Scruggs said that Resident A's legal guardian would know how much she receives in cash and food assistance. Resident A keeps a lockbox of money from allowance, Christmas, etc. The key is always on her person. Ms. Scruggs said that she believes that Resident A would only take it off to shower or give it to staff. Ms. Scruggs does not receive any accounting for Resident A's allowance.

On 11/21/2024, I received an email from Ms. Horton reporting that Resident F (a newer resident) was missing funds. Resident F did not receive her allowance for November. Heitmanis' Office said they mailed it on November 8th to Resident F. Resident F said she never received it. Ms. Horton said that she is going to the Post Office to see if they have a record of that piece of mail delivered to the home and the date it was delivered. Resident F is one of the newer residents, and Heitmanis sent the allowance as a Visa card. Ms. Horton requested that Heitmanis send the certified personal allowance so the residents can sign to receive it. They have agreed to do that for two out of three residents, and she is waiting on a response for the third resident. Ms. Horton reported this to ORR.

Ms. Horton sent a follow-up email stating the guardian had canceled the November card. She reissued a new one as of yesterday. Ms. Horton arranged to take Resident F to the guardian's Office each month to pick up her allowance. The guardian says they cannot mail it certified for her, so on December 9th, she will be transported to pick up her allowance.

On 12/04/2024, I interviewed Resident D. Resident D was challenging to interview because she is hard of hearing and said she needs a new hearing aid. Resident D said that Resident A is her roommate. Resident D did not know about Resident A's lockbox or cash. Resident D said she has not witnessed any staff, or other residents enter their bedroom and take anything.

On 12/05/2024, I received Resident A's financial spreadsheet from Guardian A. Guardian A said that the group home requested grocery funds for Resident A in late January 2024. The home requested gift cards in July 2024. The home asked the grocery fund to end in December 2024.

The ledger was as follows:

- 01/04/2024 Check for \$44 for personal allowance.
- 02/05/2024 Check for \$244. The allowance is \$44, and the grocery fund is \$200.
- 03/04/2024 Check for \$244. The allowance is \$44, and the grocery fund is \$200.
- 04/04/2024 Check for \$244. The allowance is \$44, and the grocery fund is \$200.
- 05/06/2024 Check for \$244. The allowance is \$44, and the grocery fund is \$200.
- 06/03/2024 Check for \$244. The allowance is \$44, and the grocery fund is \$200.
- 07/03/2024 Check for \$150 personal allowance and grocery fund \$200.
- 07/03/2024 Gift card \$50 personal allowance.
- 08/05/2024 Gift card for \$350. Personal allowance \$150 and grocery fund \$200
- 09/04/2024 Gift card for \$350. Personal allowance \$150 and grocery fund \$200

- 10/04/2024 Gift card for \$350. Personal allowance \$150 and grocery fund \$200
- 11/04/2024 Gift card for \$350. Personal allowance \$150 and grocery fund \$200
- 12/03/2024 Gift card for \$350. Personal allowance \$150 and grocery fund \$200

The ledger total for food is \$2000, \$326 in checks, and \$900 in gift cards. The total from Guardian A to Resident A is \$3226 (not including the cost of care). Based on the personal allowance given via check or gift card totals \$1226 (excluding the grocery funds).

On 12/19/2024, I conducted a phone interview with Detective Dixon. Detective Dixon said he traced the use of the visa card at two stores for Resident F. Detective Dixon had the stores retrieve video footage for the time of the purchases. The person identified in the videos by Ms. Horton is a staff member named Lindsey Makela. Detective Dixon said that he had called her in for an interview. Detective Dixon, more than likely, charges will be filed. Detective Dixon plans to question Ms. Makela about Resident A's missing money.

On 12/19/2024, Ms. Horton sent a chain of emails regarding Ms. Makela. Ms. Horton provided Detective Dixon with Ms. Makela's phone number per his request. He is also going to question her about the lockbox. Ms. Horton said that they would terminate her once Detective Dixon spoke with her.

Ms. Horton sent a follow-up email saying that Ms. Makela had responded to the detective and would meet with him tomorrow morning between 930 AM-1030 AM at the New Baltimore Police Station. Ms. Horton agreed to send the surveillance shots.

On 12/23/2024, Ms. Horton sent an email. Ms. Makela met with the detective, and she walked in and told him that she did not take Resident A's money. Ms. Horton said that Ms. Makela thought that was why the detective was questioning her. She denied using Resident F's visa cards even though the detective told her that he had solid proof, video surveillance, and confirmation of the visa card used by her at both locations. Ms. Makela kept denying it, saying she used a different card but couldn't provide him with the "card" she used. She also said, "Well, I'll pay the \$44.00 back to her," The detective said how do you know it was \$44.00 if you didn't take the card? She said, "That's what everyone gets". He asked me if that was true. I told him that is a standard amount for many residents, but it's not always the same for each resident. The detective told her he would have booked her right then and there, but she brought her daughter. He is sending it to the prosecuting attorney's office today for processing.

Ms. Horton said that Ms. Makela did not show up for her termination meeting. Ms. Horton sent a copy of the termination letter and of video screenshots.

On 01/07/2025, I conducted a phone interview with Lindsey Makela. I advised Ms. Makela that she did not have to participate in the interview. Ms. Makela adamantly denied stealing or borrowing Resident A's money from her lockbox. Ms. Makela said that she did not know who took the money. Ms. Makela said that she did not steal

Resident F's money but took the card for reimbursement. Ms. Makela said that before her allowance came, Resident F asked if she could buy a book of postal stamps and mail some books for her. Ms. Makela said that she did this and has proof (agreed to send, have not received). Ms. Makela said that Resident F told her to take her gift card to get her money back for buying stamps and mailing her packages. Ms. Makela said she spent about \$16 mailing her packages, and a book of postal stamps was about the same amount. Ms. Makela admitted to paying \$20 of Resident F's gift card for three Red Bull drinks. When interviewed by the detective, I asked Ms. Makela why she denied using the gift cards. Ms. Makela said, "I didn't lie because I didn't steal anything." Ms. Makela also said her lawyer advised her not to tell him anything before meeting with the detective. Ms. Makela emotionally expressed that she lost her job for helping a resident with postage. Ms. Makela said that she is at risk of losing her home and will not have a place to stay with her child.

On 01/07/2025, I emailed Detective Dixon for a follow-up. Detective Dixon replied that he sent the case to the Macomb County Prosecutor's Office on 12/23/2024. Detective Dixon expects that they would have authorized charges by now. Detective Dixon said that Ms. Makela used the card twice, first at Walgreen's on 23 / Gratiot in Chesterfield on 12/8/2024 at 3:32 PM for \$16.60, then again at the 21 / Card Walgreen's on 12/9/2024 at 9:46 AM for \$19.64. Detective Dixon said that he had Ms. Makela in for an interview. Despite irrefutable evidence, she denied stealing and using Resident F's card. Ms. Makela also outright rejected the theft of over \$1000 in cash from Resident A's lockbox.

On 01/07/20025, I conducted a phone interview with Resident F. Resident F said that Ms. Makela purchased her 1-2 postal stamps twice. Resident F denied that she bought a book of stamps. Resident F does not recall what packages Ms. Makela mailed. Resident F denied permitting Ms. Makela to use her Visa card. Resident F denies that she exchanged money or borrowed money with Ms. Makela. Resident F said that when Ms. Makela gave her the stamps, she said, "Don't worry about it."

APPLICABLE RULE	
R 400.14315	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:	<p>Based on the investigation, there is evidence to support that Resident A and Resident F's allowances were taken without their consent.</p> <p>Resident A received a \$486.69 reimbursement from Harmony Care that was cashed as a check and \$1226 in cash and gift</p>

	<p>cards totaling \$1712.69 that potentially was in her lock box in her bedroom. The cash was discovered missing on 11/04/2024 by Resident A. Resident A kept the key to her lock box on her person. The other residents in the home interviewed were not aware of Resident A's money or lockbox. Consuela Bennings, the home manager, gave Resident A her allowance. Ms. Bennings was contacted and has not returned a call for an interview. She was transferred to a new location.</p> <p>Resident F, moved into the home in October 2024. Resident F reported to Ms. Horton that she did not receive her visa gift card for her \$44 allowance. Through surveillance video and tracing of the card, it was discovered that direct care staff Lindsey Makela used them. Ms. Makela has been terminated. Ms. Makela said that she purchased items for Resident F and was using the cards to be reimbursed. Resident F denied loaning Ms. Makela money. Resident F said that Ms. Makela bought her 1-2 stamps twice.</p> <p>Law Enforcement does not have any evidence to support that someone stole Resident A's money. Detective Dixon said that Ms. Makela used Resident F's visa gift card on 12/8/2024 at 3:32 PM for \$16.60, then again on 12/9/2024 at 9:46 AM for \$19.64. Detective Dixon sent the warrant to the Macomb County Prosecutors Office on 12/23/2024.</p>
CONCLUSION:	VIOLATION ESTABLISHED

APPLICABLE RULE	
R 400.14315	Handling of resident funds and valuables.
	(8) All resident fund transactions shall require the signature of the resident or the resident's designated representative and the licensee or prior written approval from the resident or the resident's designated representative.
ANALYSIS:	Based on the investigation, substantial evidence supports that Resident A, Resident B, Resident C, Resident D, Resident G, and Resident H's personal allowances and EBT food transactions did not have signatures from the resident or designated representative for numerous months.
CONCLUSION:	VIOLATION ESTABLISHED

APPLICABLE RULE	
R 400.14315	Handling of resident funds and valuables.
	(6) Except for bank accounts, a licensee shall not accept resident funds of more than \$200.00 for any resident of the home after receiving payment of charges owed.
ANALYSIS:	Based on the investigation, evidence supports that Resident A received an estimated \$1726 in cash or gift cards, which exceeds the \$200 allowed after the basic fee is paid. Resident A received personal allowance and monies via check and gift cards from her legal guardian.
CONCLUSION:	VIOLATION ESTABLISHED

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 each party. A resident care agreement shall include all of the following: (c) A description of additional costs in addition to the basic fee that is charged.
ANALYSIS:	Based on the investigation, there is evidence that Resident A's <i>Resident Care Agreement</i> does not specify that she will pay additional money for groceries. According to the legal guardian, the home requested money for groceries in late January 2024.
CONCLUSION:	VIOLATION ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION:

On 12/20/2024, I requested direct care staff Lindsey Makela's employee record. Ms. Horton stated that they did not have a high school diploma on her file nor two reference checks for Ms. Makela. On Ms. Makela's employment application, I observed that her previous education and employment history were blank.

On 01/07/2025, 01/07/2025 I conducted an exit conference with Sheri Turner and Ms. Horton via Teams. I shared the rule violations and additional findings. I provided technical assistance regarding the *Resident Care Agreement*, *Assessment Plan*, and *Resident Funds I & II*. Also discussed qualifying Ms. Horton as the administrator.

APPLICABLE RULE	
R 400.14208	Direct care staff and employee records.
	(1) A licensee shall maintain a record for each employee. The record shall contain all of the following employee information: (e) Verification of experience, education, and training. (f) Verification of reference checks.
ANALYSIS:	Based on the investigation, there is evidence that the home did not have verification of Ms. Makela's experience, education, and two reference checks.
CONCLUSION:	VIOLATION ESTABLISHED

IV. RECOMMENDATION

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

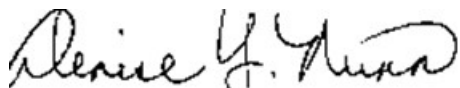


01/07/2025

LaShonda Reed
Licensing Consultant

Date

Approved By:



02/04/2025

Denise Y. Nunn
Area Manager

Date