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GOVERNOR

# STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING

MARLON I. BROWN, DPA DIRECTOR

July 2, 2025

Lena Bhim LJ&D Enterprises dba JC Home Care 50800 Bog Rd Bellville, MI 48111

> RE: License #: AS820385285 Investigation #: 2025A0992025

J.C. Home Care

### Dear Lena Bhim:

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 (313) 456-0439.

Sincerely,

Denasha Walker, Licensing Consultant Bureau of Community and Health Systems

Cadillac Pl. Ste 9-100 3026 W. Grand Blvd Detroit, MI 48202 (313) 300-9922

enclosure

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

### I. IDENTIFYING INFORMATION

License #:	AS820385285
Investigation #:	2025A0992025
Investigation #:	2023A0992023
Complaint Receipt Date:	05/14/2025
	05/40/0005
Investigation Initiation Date:	05/16/2025
Report Due Date:	07/13/2025
Licensee Name:	LJ&D Enterprises dba JC Home Care
Licensee Address:	50800 Bog Rd
Licensee Address.	Bellville, MI 48111
Licensee Telephone #:	(734) 709-8523
Administrator:	Lena Bhim
Administrator.	Lena Briiin
Licensee Designee:	Lena Bhim
Name of Facility:	J.C. Home Care
Name of Facility:	J.C. Home Care
Facility Address:	29659 Birchwood
	Inkster, MI 48141
Facility Telephone #:	(734) 686-7432
1 acmity Telephone #.	(734) 000-7432
Original Issuance Date:	09/21/2017
License Cteture	DECLUAD
License Status:	REGULAR
Effective Date:	03/21/2025
Expiration Date:	03/20/2027
Capacity:	6
Program Type:	PHYSICALLY HANDICAPPED
	DEVELOPMENTALLY DISABLED MENTALLY ILL
	IVILIAIUTE IFF

AGED

### II. ALLEGATION(S)

## Violation Established?

Licensee designee does not provide Resident A with transportation or groceries as outlined in her resident care agreement.	No
The home has raccoons and possums living inside the walls of the home. The bathroom ceiling collapsed, there is animal feces is coming out the ceiling and the basement flooded which led to standing water for several weeks.	Yes
Additional Findings	Yes

### III. METHODOLOGY

05/14/2025	Special Investigation Intake 2025A0992025
05/14/2025	APS Referral Denied
05/16/2025	Special Investigation Initiated - Face to Face Direct care staff, Amanda Koscielniak and Resident A
05/16/2025	Contact - Telephone call made Resident A's therapist, Beverly Frazier with Team mental Health.
05/16/2025	Contact - Telephone call received Licensee designee, Lena Bhim
05/27/2025	Contact - Telephone call made Ms. Bhim was not available. Message left.
05/30/2025	Contact - Telephone call received Ms. Bhim
06/13/2025	Contact - Document Received Resident A's resident care agreement
06/13/2025	Contact - Face to Face Ms. Bhim and Ms. Koscielniak

ALLEGATION: Licensee designee does not provide Resident A with transportation or groceries as outlined in her resident care agreement.

**INVESTIGATION:** On 05/16/2025, I completed an unannounced onsite inspection and interviewed direct care staff, Amanda Koscielniak and Resident A. Ms. Koscielniak denied the allegation. She stated she is live-in staff, and Resident A is provided with meals and snacks. She stated there are two residents in the home, and they are both provided meals and transportation, if needed. Ms. Koscielniak stated licensee designee, Lena Bhim is currently in the community with Resident B at an appointment. I requested to review Resident A's resident care agreement, Ms. Koscielniak was unable to locate the resident file. She contacted Ms. Bhim, Ms. Bhim tried to tell her where the file was located, but Ms. Koscielniak was unable locate the file

I interviewed Resident A; she denied the allegation. She stated she is provided meals, snacks and transportation. Resident A stated she is not sure if she pays for transportation but stated Ms. Bhim is willing to transport her if needed. She stated she feels safe in the home and denied having any concerns regarding the quality of care she receives. She stated the staff and Ms. Bhim are very nice and make her feel welcome. Resident A stated she does not have a guardian and denied having any concerns.

On 05/16/2025, I received a call from Ms. Bhim; I interviewed her regarding the allegation, which she denied. Ms. Bhim stated she provides great care to the residents. She stated she attempts to meet the residents needs as much as possible. She stated she was at an appointment with Resident B when I visited the home. As for Resident A, she stated her cost of care does not include transportation, but she is willing to transport her for an additional fee. Ms. Bhim agreed to provide me with a copy of Resident A's resident care agreement.

On 06/06/2025, I received a copy of Resident A's resident care agreement. Based on Resident A's resident care agreement, transportation is not included in Resident A's cost of care. It is documented that transportation and other services are available for an additional fee. This document was signed and dated by Resident A and Ms. Bhim on 06/05/2024.

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:

- (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.
- (b) A description of services to be provided and the fee for the service.
- (c) A description of additional costs in addition to the basic fee that is charged.
- (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.
- (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.
- (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.
- (g) An agreement by the resident to follow the house rules that are provided to him or her.
- (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.
- (i) An agreement between the licensee and the resident or the resident's designated representative to follow the home's discharge policy and procedures.
- (j) A statement of the home's refund policy. The home's refund policy shall meet the requirements of R 400.14315.
- (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.
- (I) A statement by the licensee that the home is licensed by the department to provide foster care to adults.

#### ANALYSIS:

During this investigation, I interviewed licensee designee, Lena Bhim; direct care staff, Amanda Koscielniak; and Resident A regarding the allegations; all of which denied the allegation.

I reviewed Resident A's resident care agreement, which was signed by Resident A and Ms. Bhim on 06/05/2024. The resident care agreement states transportation is not included in the cost of care but can be provided at an additional fee.

	Based on the investigative findings, there is insufficient evidence that Ms. Bhim failed to provide Resident A with services as outlined in her resident care agreement. The allegation is unsubstantiated.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ALLEGATION: The home has raccoons and possums living inside the walls of the home. The bathroom ceiling collapsed, there is animal feces coming out the ceiling and the basement flooded which led to standing water for several weeks.

**INVESTIGATION:** On 05/16/2025, I completed an unannounced onsite inspection and interviewed direct care staff, Amanda Koscielniak and Resident A regarding the allegation. Ms. Koscielniak denied having any knowledge of raccoons and possums living inside the walls of the home. She stated recently the ceiling did collapse in the bathroom on the main level and licensee designee; Lena Bhim contacted the landlord to have it repaired. She stated the landlord has not completed any of the repairs Ms. Bhim requested. She denied observing any raccoons or possum's feces on the floor in the bathroom due to the ceiling collapsing. She stated that bathroom is out of commission at the moment. Ms. Koscielniak stated there are two bathrooms in the home, one located on the main level and the other on the second level. She stated there are resident bedrooms on both floors. She stated the residents have been instructed to not use that bathroom. While interviewing Ms. Koscielniak, I observed Resident A come out of the bathroom on the main floor. I inspected that bathroom and observed a portion of the ceiling collapsed (hanging) over the commode. Based on the condition of the bathroom, I made Ms. Koscielniak aware that the residents should not use that bathroom at all. Ms. Koscielniak stated there was standing water in the basement due to drainage issues, but it has since been resolved. I observed the basement and did not observe any standing water. There was a faint water stain on the heating plant enclosure indicating there was standing water at some point but was resolved. Ms. Koscielniak stated Ms. Bhin reported that water issue to the landlord and he failed to respond, so Ms. Bhim contacted a plumber to address the issue.

I interviewed Resident A. Resident A was emotional and stated she does not want to be removed. I explained to her that I was not there to remove her but interview her regarding the allegation. Resident A confirmed the ceiling in the bathroom did collapse. She stated she has not been using that bathroom but went in there today to do her hair. She stated she uses the bathroom upstairs. Resident A stated she has not actually seen any raccoons or possums, but stated she can hear noises in the attic, at night and it sounds like animals. She stated some of the neighbors have seen and mentioned raccoons, so that is what came to mind. She stated she has not

observed any animal feces in the bathroom. She stated there was water in the basement to her understanding, but she doesn't go in the basement. She stated someone came out to address that problem. Resident A stated everything is fine. She stated she feels safe at the home and denied having any concerns. She stated the staff and Ms. Bhim are very nice and make her feel welcome.

On 05/16/2025, I contacted Resident A's therapist, Beverly Frazier with Team mental Health. Ms. Frazier stated although Resident A states she feels safe, Ms. Frazier stated she had some concerns regarding Resident A's living arrangement and wanted to make sure someone inspected the home and Resident A is safe.

While onsite I observed the grass in the front and the backyard was overgrown and unkept. The gutter area including the fascia, which is the vertical board that runs along the edge of the roof and soffit, the horizontal board that connects the fascia to the exterior is not in good condition. The soffit is buckling and there appears to be installation hanging out or it is an animal nest, due to the height I was unable to determine.

On 05/16/2025, I received a call from Ms. Bhim; I interviewed her regarding the allegation. Ms. Bhim confirmed the ceiling in the bathroom did collapse, she stated it just happened. Ms. Bhim stated she recently had a handy man fix some other things in the home and as soon as he finished the ceiling collapsed. She stated she has since followed up with him and he is coming out to repair the ceiling. Ms. Bhim denied having any knowledge of any raccoons or possums in the home or feces in the bathroom. I made her aware that the grass is overgrown in the front and backvard and appears unkept. She stated it has been raining a lot, but she would tend to it immediately. I made her aware that the gutter area is in poor condition and she need to have it repaired. I stated there is installation hanging out or it is an animal nest, due to the height I was unable to determine. Ms. Bhim stated she has contacted the landlord, and he refused to complete repairs. She stated every time something is wrong in the home or needs repairing, she pays for it. I suggested Ms. Bhim contact her local municipality regarding landlord-tenant issues, but explained that as the licensee designee, it is her responsibility to make sure the home is incompliance. Ms. Bhim stated she would make sure the repairs were completed. She stated she needed two weeks and would follow-up with me.

On 05/30/2025, I received a telephone call from Ms. Bhim. She stated most repairs were done but she needed more time, approximately two weeks because there was a dilemma with ordering and material. An appointment was scheduled to complete a follow-up inspection.

On 06/13/2025, I completed a follow-up inspection. The bathroom ceiling was repaired. Ms. Bhim was apologetic, she stated it is not easy working with the landlord. She stated when the ceiling first collapsed, she contacted the landlord, and he agreed to send someone to repair it but no one showed up. She stated she has

completed a lot of the repairs out of pocket. The grass in the front and backyard was maintained.

APPLICABLE RU	APPLICABLE RULE	
R 400.14403	Maintenance of premises.	
	(5) Floors, walls, and ceilings shall be finished so as to be easily cleanable and shall be kept clean and in good repair.	
ANALYSIS:	During this investigation, I interviewed licensee designee, Lena Bhim; direct care staff, Amanda Koscielniak; and Resident A regarding the allegations; all of which confirmed the allegation of the ceiling collapsing but denied observing any raccoons or possums.	
	On 5/16/2025, I completed an inspection and observed a portion of the bathroom ceiling collapsed (hanging) over the commode and the home wood and framing was exposed.	
	Based on the investigative findings, there is evidence that the home was not constructed, arranged, and maintained to provide adequately for the health, safety, and well-being of occupants.	
	On 6/13/2025, I completed a follow-up inspection, and the bathroom ceiling was repaired.	
	Corrected; no corrective action plan required.	
CONCLUSION:	VIOLATION ESTABLISHED	

### **ADDITIONAL FINDINGS:**

**INVESTIGATION:** On 05/16/2025, I observed the grass in the front and the backyard is overgrown and unkept. The gutter area including the fascia, which is the vertical board that runs along the edge of the roof and soffit, the horizontal board that connects the fascia to the exterior is not in good condition. The soffit is buckling and there appears to be installation hanging out or it is an animal nest, due to the height I was unable to determine.

On 06/13/2025, I completed a follow-up inspection. The grass in the front and backyard was maintained. The gutter area including the fascia and soffit area remains in poor condition. there appears to be installation hanging out or it is an animal nest, due to the height I was unable to determine. Ms. Bhim stated she has

addressed this issue with the landlord. She stated if he does not send someone to address the problem, she will have to do it.

While onsite, I conducted an exit conference with Ms. Bhim. I made her aware that due to the condition of the gutter area including the fascia and soffit area, the home is not constructed arranged, and maintained to provide adequately for the health, safety, and well-being of occupants. I stated the soffit buckling leaves the possibility of animal such as raccoons or possums to enter the home. Ms. Bhim stated she understood and would contact someone to address the issue.

APPLICABLE RU	JLE	
R 400.14403	Maintenance of premises.	
	(1) A home shall be constructed, arranged, and maintained to provide adequately for the health, safety, and well-being of occupants.	
ANALYSIS:	The home is not constructed, arranged, and maintained to provide adequately for the health, safety, and well-being of occupants.	
CONCLUSION:	VIOLATION ESTABLISHED	

### IV. RECOMMENDATION

Contingent upon an acceptable corrective action plan, I recommend that the status of the license remains the same.

07/02/2025	
Denasha Walker Licensing Consultant	Date
Approved By:	
a.Hunder	
	07/02/2025

Date

Ardra Hunter Area Manager