



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

SHELLY EDGERTON  
DIRECTOR

February 16, 2018

Tamisha Turner  
A Caring Home of Michigan, LLC  
P.O. Box 81  
Walled Lake, MI 48390

RE: License #: AS630298741  
Investigation #: **2018A0614008**  
**Chateau of Novi**

Dear Ms. Turner:

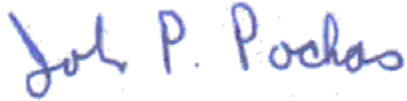
Attached is the Special Investigation Report for the above referenced facility. Due to the violations identified in the report, a written corrective action plan is required. The corrective action plan is due 15 days from the date of this letter and must include the following:

- 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.
- 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 (248) 975-5053.

Sincerely,



John Pochas, Licensing Consultant  
Bureau of Community and Health Systems  
4th Floor, Suite 4B  
51111 Woodward Avenue  
Pontiac, MI 48342  
(248) 860-3822

enclosure

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

**I. IDENTIFYING INFORMATION**

<b>License #:</b>	AS630298741
<b>Investigation #:</b>	2018A0614008
<b>Complaint Receipt Date:</b>	10/30/2017
<b>Investigation Initiation Date:</b>	11/27/2017
<b>Report Due Date:</b>	12/29/2017
<b>Licensee Name:</b>	A Caring Home of Michigan, LLC
<b>Licensee Address:</b>	45750 Eleven Mile Novi, MI 48374
<b>Licensee Telephone #:</b>	(248) 252-8888
<b>Administrator:</b>	Tamisha Turner
<b>Licensee Designee:</b>	Tamisha Turner
<b>Name of Facility:</b>	Chateau of Novi
<b>Facility Address:</b>	45750 Eleven Mile Novi, MI 48374
<b>Facility Telephone #:</b>	(248) 252-8888
<b>Original Issuance Date:</b>	01/22/2009
<b>License Status:</b>	REGULAR
<b>Effective Date:</b>	02/26/2016
<b>Expiration Date:</b>	02/25/2018
<b>Capacity:</b>	6
<b>Program Type:</b>	PHYSICALLY HANDICAPPED DEVELOPMENTALLY DISABLED MENTALLY ILL AGED TRAUMATICALLY BRAIN INJURED ALZHEIMERS

**II. ALLEGATION(S)**

	<b>Violation Established?</b>
Resident A lived at the facility for three months before he was discharged to go home. The home has a deposit required of residents that per contract is fully refunded within 30 days of discharge. The facility has not refunded the \$1200 as of 10/31/17 and the Director will not return phone calls. Resident A was discharged in March 2017.	Yes

**III. METHODOLOGY**

10/30/2017	Special Investigation Intake 2018A0614008
10/30/2017	APS Referral Adult Protective Services (APS) referral - denied
11/27/2017	Special Investigation Initiated - Telephone Resident's spouse.
11/27/2017	Contact - Telephone call made Licensee.
11/28/2017	Contact - Document Sent Follow up email requesting refund policy.
12/12/2017	Inspection Completed-BCAL Sub. Compliance
12/13/2017	Exit Conference Licensee, Tamisha Turner

**ALLEGATION:**

**Resident A lived at the facility for three months before he was discharged to go home. The home has a deposit required of residents that per contract is fully refunded within 30 days of discharge. The facility has not refunded the \$1200 as of 10/31/17 and the Director will not return phone calls. Resident A was discharged in March 2017.**

**INVESTIGATION:**

On 11/27/17, I called the Complainant regarding the allegation. The Complainant stated she had received the refund for the deposit made in the amount of \$1200 and was satisfied with the resolution.

On 11/27/17 I called the licensee, Tamisha Kaplan-Turner. Ms. Turner confirmed her refunding the Complainant. The licensee stated that the process got a little complicated because Resident A was a referral resident through a placement agency which charged a referral fee which the licensee described as a community fee.

On 12/4/17 I requested record documents which included a copy of the Resident Care Agreement and payment confirmation of any refund monies. It was noted that the Resident Care Agreement which was signed by Resident A's representative did not include or reference a "community fee", which was described by the licensee as the placement referral fee. The placement referral fee was identified in a separate billing document but was not signed and/or identified in the Care Agreement which was signed by the licensee. A review of a lease agreement which identified the services provided and related fees did not address any placement fee either.

On 12/13/2017 I conducted an exit conference with the licensee, Tamisha Turner during which time the findings and recommendations were discussed.

<b>APPLICABLE RULE</b>	
<b>R 400.14315</b>	<b>Handling of resident funds and valuables.</b>
	<b>(11) A licensee shall obtain prior written approval from a resident and his or her designated representative before charges are made to a resident's account.</b>
<b>ANALYSIS:</b>	Based upon a review of the information obtained during the course of this investigation it was concluded that the licensee did not have written consent/approval for the "community fee" in question, as it was not identified in the Resident Care Agreement which was signed by the resident's Representative and Licensee. Noncompliance with this applicable rule was established.
<b>CONCLUSION:</b>	<b>VIOLATION ESTABLISHED</b>

<b>APPLICABLE RULE</b>	
<b>R 400.14315</b>	<b>Handling of resident funds and valuables.</b>
	<b>(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:</b>

	<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>
<b>ANALYSIS:</b>	While the licensee did have a refund agreement, it did not contain any reference to "community fees" which were charged in this matter and which the focus of the refund dispute.
<b>CONCLUSION:</b>	<b>VIOLATION ESTABLISHED</b>

**IV. RECOMMENDATION**

Contingent upon receipt of an acceptable corrective action plan, I recommend that the status of the license remain unchanged.

*John P. Pochas*

12/13/2017

John Pochas  
Licensing Consultant

Date

Approved By:

*Denise Y. Nunn*

02/16/2018

Denise Y. Nunn  
Area Manager

Date