



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

June 17, 2019

Azeezat Sarumi
816 Beth Ave.
Parchment, MI 49004

RE: License #: AF390393049
Investigation #: 2019A0462036
Zeezah Care

Dear Ms. Sarumi:

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 (616) 356-0183.

Sincerely,

A handwritten signature in blue ink that reads "Michele Streeter". The signature is written in a cursive, flowing style.

Michele Streeter, Licensing Consultant
Bureau of Community and Health Systems
322 E. Stockbridge Ave
Kalamazoo, MI 49001
(269) 251-9037

enclosure

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

THIS REPORT CONTAINS QUOTED PROFANITY

I. IDENTIFYING INFORMATION

License #:	AF390393049
Investigation #:	2019A0462036
Complaint Receipt Date:	04/26/2019
Investigation Initiation Date:	04/26/2019
Report Due Date:	06/25/2019
Licensee Name:	Azeezat Sarumi
Licensee Address:	816 Beth Ave. Parchment, MI 49004
Licensee Telephone #:	(347) 994-7435
Administrator:	N/A
Licensee Designee:	N/A
Name of Facility:	Zeezah Care
Facility Address:	816 Beth Ave. Parchment, MI 49004
Facility Telephone #:	(347) 994-7435
Original Issuance Date:	08/24/2018
License Status:	REGULAR
Effective Date:	02/23/2019
Expiration Date:	02/22/2021
Capacity:	6
Program Type:	DEVELOPMENTALLY DISABLED

II. ALLEGATION(S)

	Violation Established?
Licensee Azeezat Sarumi insisted on taking Resident A's bank card to withdraw money for April's AFC rent, instead of transporting Resident A to withdraw the money herself. Resident A's April AFC rent was then overpaid.	No
Licensee Azeezat Sarumi wrongfully threatened to kick residents out of the home.	No
Additional Findings	Yes

III. METHODOLOGY

04/26/2019	Special Investigation Intake 2019A0462036
04/26/2019	Special Investigation Initiated - Face to face with Kalamazoo County APS Specialist Shannon Wagoner.
04/26/2019	Contact - Telephone call made Interview with Resident A's case manager Amber Brown.
05/15/2019	Contact- Second face to face interview with Kalamazoo County APS Specialist Shannon Wagoner.
05/20/2019	Unannounced investigation on-site. Interviews with Residents B and C.
06/06/2019	Contact- Telephone interview with Resident D
06/07/2019	Second investigation on-site. Interview with Resident E.
06/07/2018	Exit conference with licensee Azeezat Sarumi.

ALLEGATION:

Licensee Azeezat Sarumi insisted on taking Resident A's bank card to withdraw money for April's AFC rent, instead of transporting Resident A to withdraw the money herself. Resident A's April AFC rent was then overpaid.

INVESTIGATION:

On 04/26/2019 Kalamazoo County Adult Protective Services (APS) forwarded this complaint to the Bureau of Community and Health Systems (BCHS) through the BCHS' on-line complaint system. The written complaint indicated that on 04/17 licensee Azeezat Sarumi made four separate withdrawals, using Resident A's bank card. Mrs. Sarumi also forced Resident A to "hand over any cash she had on hand to cover rent." According to the written complaint, Resident A gave Mrs. Sarumi \$10.00 in cash, and Resident A's April rent was overpaid. However, according to the written complaint, the amount of money overpaid was unknown. The written complaint indicated Resident A was moving out of the home.

I conducted a face-to-face interview with APS Specialist Shannon Wagoner who informed me she had interviewed Resident A. According to Ms. Wagoner, on 04/17 Resident A gave Mrs. Sarumi permission to use her bank card to withdrawal money to cover April's AFC rent. Mrs. Sarumi then returned the bank card to Resident A. Ms. Wagoner stated several withdrawals were made on 04/17 because Resident A's bank card would only allow a maximum of \$320 to be withdrawn at one time. Ms. Wagoner stated it appeared Resident A had overpaid April's rent because Resident A was charged a \$3.50 ATM fee per each withdrawal. Ms. Wagoner stated Mrs. Sarumi provided Resident A with receipts verifying the withdrawals. Ms. Wagoner stated Resident A really just wanted to move out of the home and confirmed Resident A was in the process of doing so.

On 05/15 I conducted a second face-to-face interview with Ms. Wagoner who stated, while she believed Mrs. Sarumi needed to follow a "better process" next time, Mrs. Wagoner was closing her investigation without findings. Ms. Wagoner provided me with a copy of four receipts verifying withdrawals Mrs. Sarumi made on 04/17, using Resident A's bank card.

I reviewed the receipts. According to documentation on the four receipts, a total of \$860.00 was withdrawn from Resident A's account on 04/17. The receipts indicated Resident A was charged a total of \$14.00 in ATM fees.

On 05/20 I conducted an unannounced investigation at the home and interviewed Mrs. Sarumi who stated Resident A agreed to pay the maximum social security income (SSI) AFC rate of \$884.50 a month for AFC services, which was to be paid the 3rd of every month. According to Mrs. Sarumi, when Resident A first moved into the home, she had an appointed payee who managed her financial accounts. However, sometime in March of 2019, Resident A no longer had a payee and was

responsible for managing her own finances. Mrs. Sarumi stated Resident A's case manager assisted Resident A with setting up a "Netspend account." Mrs. Sarumi further explained that each month, Resident A's SSI payments were deposited into Resident A's Netspend card account. Mrs. Sarumi stated on 04/17 she spoke to Resident A regarding April's payment for AFC services, which was 14 days overdue. Mrs. Sarumi denied the allegation she insisted on taking Resident A's Netspend card to withdraw money. According to Mrs. Sarumi, Resident A did request Mrs. Sarumi transport her to an ATM machine to withdrawal money. However, Mrs. Sarumi stated she was unable to do so at that time, as she was leaving to attend a class. According to Mrs. Sarumi, Resident A gave Mrs. Sarumi her Netspend card so Mrs. Sarumi could withdrawal the money while she was out. Mrs. Sarumi confirmed she withdrew a total of \$860.00 in four separate transactions and provided Resident A with receipts to confirm this. Mrs. Sarumi also confirmed she returned Resident A's Netspend card. Mrs. Sarumi denied the allegation Resident A overpaid for April's AFC services. According to Mrs. Sarumi, Resident A gave her an additional \$20 in cash, not \$10 as indicated in the written complaint, and paid a total of \$880.00 for April's AFC services, \$4.50 less than what was agreed upon. According to Mrs. Sarumi, she had no idea Resident A was upset until she was contacted by Ms. Wagoner. Ms. Sarumi stated Resident A moved out of the home on 05/16 without providing any notice or paying for May's AFC services. Mrs. Sarumi stated Resident A also left her belongings behind when she left.

I conducted separate face-to-face interviews with Residents B and C who both stated they had no information regarding the allegation. Resident B stated she felt safe at the home and "it's the nicest place I've been." Resident C stated he liked living in the home.

On 06/06 I conducted a telephone interview with Resident D who also reported having no information regarding the allegation. Resident D stated Mrs. Sarumi and her husband Saheed Sarumi were "nice."

On 06/07 I conducted a face-to-face interview with Resident E at the home. Resident E also reported having no information regarding the allegation. Resident E stated she did not believe Mrs. Sarumi stole money from Resident A. According to Resident E, Resident A had a history of spending her money and then blaming others for stealing it.

According to the Department of Health and Human Services' SSI payment levels (RFB 2019-002), effective January 1, 2019, the maximum amount of monthly SSI payments made to an AFC provider is \$884.50. Documentation on RFB 2019-002 stated, in part; "it is the responsibility of the SSI recipient, or his/her/her representative payee, to reimburse the provider at the appropriate rate for this care. The SSI warrant, plus any other income the recipient has, may be used to make the payments."

APPLICABLE RULE	
R 400.1421	Handling of resident funds and valuables.
	(8) A licensee, responsible person, and members of the licensee's or responsible person's family shall not borrow money or valuable from a resident, with or without the consent of the resident. A licensee shall further take reasonable precautions to assure the prohibition of financial transactions between a resident and other occupants of the home.
ANALYSIS:	Based upon my investigation, which included interviews with APS specialist Shannon Wagoner, licensee Azeezat Sarumi and Residents B, C, D and E, as well as a review of pertinent documentation relevant to the allegation, there is no evidence to substantiate the allegation Mrs. Sarumi insisted on taking Resident A's bank card to withdraw money for April's AFC rent, or that Resident A's April AFC rent was overpaid.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ALLEGATION:

Licensee Azeezat Sarumi wrongfully threatened to kick residents out of the home.

INVESTIGATION:

This allegation was also indicated in the written complaint. According to the written complaint, three minor children resided in the home. The written complaint indicated that on 04/18, after being contacted by a Child Protective Services (CPS) specialist, Mrs. Sarumi told the residents, "whoever reported get the fuck out of my home."

During my unannounced investigation at the home on 05/20 Mrs. Sarumi confirmed a CPS specialist had been to the home regarding a complaint filed with their department. Mrs. Sarumi stated it was her understanding CPS closed their investigation. Mrs. Sarumi stated that while she did not know for certain, she believed one of the residents filed the complaint with CPS. However, Mrs. Sarumi denied the allegation she ever wrongfully threatened to kick residents out of the home and/or told residents, "whoever reported get the fuck out of my home".

During separate face-to-face interviews with Residents B and C on 05/02, Residents B and C both stated they had never witnessed Mr. and/or Mrs. Sarumi abuse anyone in the home including minor children. Both Residents B and C stated neither Mr. and/or Mrs. Sarumi ever threatened to kick them out of the home for any reason. However, Resident B stated she believed "they" did threaten to kick Resident E out of the home for contacting a local welfare agency.

During my telephone interview with Resident D on 06/06 Resident D stated she had never witnessed Mr. and/or Mrs. Sarumi abuse anyone in the home including minor children. According to Resident D, neither Mr. and/or Mrs. Sarumi ever threatened to kick her out of the home for any other reason.

During my face-to-face interview with Resident E on 06/07, Resident E stated that while Mr. and Mrs. Sarumi’s parenting style was strict, they were not abusive to any children in the home. Resident E stated she was upset with Resident D, who accused her of reporting the allegations to CPS. Resident E stated she believed Resident D was the individual who contacted CPS. Resident E stated that initially Mr. Sarumi was upset regarding the allegations of child abuse and threaten to kick her out of the home. However, according to Resident E, Mrs. Sarumi made her feel better by immediately comforting her and assuring her this would not happen. Resident E stated she felt safe in the home and liked living there. However, her real issues were with Resident D, with whom she continued to have “conflict.”

APPLICABLE RULE	
R 400.1412	Resident behavior management; prohibitions.
	(1) A licensee shall not mistreat or permit the mistreatment of a resident by responsible persons or other occupants of the home. Mistreatment includes any intentional action or omission which exposes a resident to a serious risk of physical or emotional harm.
ANALYSIS:	Residents B, C and D all stated neither Mr. and/or Mrs. Sarumi ever threatened to kick them out of the home for any other reason. Resident E stated after being contacted by a local welfare agency, Mr. Sarumi initially became upset and did threaten to kick her out of the home. However, Mrs. Sarumi immediately comforted her and assured her this would not happen, and Resident E felt better. Based upon my investigation, which included interviews with Mrs. Sarumi and Residents B, C, D and E, there is not enough evidence to substantiate the allegation Mrs. Sarumi wrongfully threatened to kick residents out of the home.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION:

During my on-site investigation on 05/20, I reviewed Resident A’s written *Resident Care Agreement* (RCA), which was signed by both Resident A and Mrs. Sarumi on 11/30/2018. According to documentation on Resident A’s RCA, Resident A agreed to pay Mrs. Sarumi \$863.50 a month for AFC services, which on 11/30/2018, was the maximum monthly SSI AFC provider rate. Mrs. Sarumi stated when the maximum monthly SSI AFC provider rate increased from \$863.50 to \$884.50 on January 1, 2019, she did not update Resident A’s RCA, with Resident A, to reflect this increase. I provided technical assistance to Mrs. Sarumi by explaining that under the section “I agree to pay the basic fee of” on the RCA form, it was acceptable to write “the current maximum monthly AFC SSI provider rate, including all future increases”.

I reviewed Resident A’s *Resident Funds I* form, which was also dated 11/30/2018. According to documentation on Resident A’s *Resident Funds I* form, the agency Guardian Finance and Advocacy Services, Inc. was responsible for managing Resident A’s financial accounts. According to Mrs. Sarumi, sometime in March of 2019, Resident A became responsible for managing her own financial accounts. However, according to Mrs. Sarumi, she did not complete a new *Resident Funds I* form to reflect this change. In addition to this, Mrs. Sarumi was not listed on Resident A’s *Resident Funds I* form as an individual responsible for managing any of Resident A’s financial accounts for the payment of AFC services.

I reviewed Resident A’s *Resident Funds II* form. Documentation on Resident A’s *Resident Funds II* form confirmed that starting in February 2019, Resident A went from paying \$863.50 a month for AFC services to paying \$884.50 a month for AFC services. However, Resident A’s *Resident Funds II* form was missing Resident A’s signature for payments made for AFC services for the months of February, March and April 2019.

APPLICABLE RULE	
R 400.1407	Resident admission and discharge criteria; resident assessment plan; resident care agreement; house guidelines; fee schedule; physician’s instructions; health care appraisal.
	(6) A licensee shall review the written resident care agreement with the resident or the resident’s designated representative and responsible agency at least annually or more often if necessary.
ANALYSIS:	Resident A was to pay the maximum monthly SSI AFC provider rate to licensee Azeezat Sarumi for AFC services. Documentation on Resident A’s <i>Resident Care Agreement</i> , dated 11/30/2018, indicated Resident A would pay Mrs. Sarumi

	\$863.50 a month for AFC services, which at that time was the maximum monthly SSI AFC provider rate. It has been established that on January 1, 2019 the maximum monthly SSI AFC provider rate increased from \$863.50 to \$884.50. However, Mrs. Sarumi failed to update Resident A's <i>Resident Care Agreement</i> with Resident A to reflect this increase.
CONCLUSION:	VIOLATION ESTABLISHED

APPLICABLE RULE	
R 400.1421	Handling of resident funds and valuables.
	(3) A licensee shall have a resident's funds and valuables transaction form completed and on file for each resident. A department form shall be used unless prior authorization for a substitute form has been granted in writing by the department.
ANALYSIS:	<p>According to licensee Azeezat Sarumi, sometime in March of 2019 Resident A became responsible for managing her own financial accounts. It has been established Mrs. Sarumi failed to complete a new <i>Resident Funds I</i> form to reflect this change. On 04/17/2019, with Resident A's verbal permission, Mrs. Sarumi used Resident A's Netspend card to withdraw Resident A's SSI to pay for April's AFC services. Mrs. Sarumi was not listed on Resident A's <i>Resident Funds I</i> form as an individual responsible for managing any of Resident A's financial accounts for the payment of AFC services.</p> <p>Lastly, Resident A's <i>Resident Funds II</i> form was missing Resident A's signature for payments made for AFC services for the months of February, March and April 2019.</p>
CONCLUSION:	VIOLATION ESTABLISHED

On 06/07 I conducted a face-to-face exit conference with licensee Azeezat Sarumi and shared with her the findings of this investigation. I informed Mrs. Sarumi about the concerns Resident E expressed to me, regarding conflicts she was having with Resident D. Mrs. Sarumi stated she would address Resident E's concerns to ensure both Residents D and E felt safe and protected.

IV. RECOMMENDATION

Contingent upon receipt of an acceptable written plan of correction, it is recommended that this license continues on regular status.

Michele Streeter

06/10/2019

Michele Streeter
Licensing Consultant

Date

Approved By:

Dawn Timm

06/17/2019

Dawn N. Timm
Area Manager

Date