



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

SHELLY EDGERTON
DIRECTOR

February 23, 2018

Laura Hatfield-Smith
ResCare Premier, Inc.
Suite 1A
6185 Tittabawassee
Saginaw, MI 48603

RE: License #: AS780389700
Investigation #: **2018A0466006**
Res-Care Premier Raymond

Dear Ms. Hatfield-Smith:


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 (517) 284-9727.

Sincerely,



Julie Elkins, Licensing Consultant
Bureau of Community and Health Systems
611 W. Ottawa Street
P.O. Box 30664
Lansing, MI 48909

enclosure

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

I. IDENTIFYING INFORMATION

License #:	AS780389700
Investigation #:	2018A0466006
Complaint Receipt Date:	12/28/2017
Investigation Initiation Date:	12/28/2017
Report Due Date:	02/26/2018
Licensee Name:	ResCare Premier, Inc.
Licensee Address:	9901 Linn Station Road Louisville, KY 40223
Licensee Telephone #:	(989) 791-7174
Administrator:	Laura Hatfield-Smith

Licensee Designee:	Laura Hatfield-Smith
Name of Facility:	Res-Care Premier Raymond
Facility Address:	715 Raymond Road Owosso, MI 48867
Facility Telephone #:	(989) 791-7174
Original Issuance Date:	11/29/2017
License Status:	TEMPORARY
Effective Date:	11/29/2017
Expiration Date:	05/28/2018
Capacity:	6
Program Type:	DEVELOPMENTALLY DISABLED MENTALLY ILL

II. ALLEGATION(S)

	Violation Established?
Resident A was admitted to a facility without knowledge or authorization from the resident's guardian.	Yes
Facility does not have any of the required forms signed by guardian regarding Resident A, including admittance and medical authorization.	Yes

III. METHODOLOGY

12/28/2017	Special Investigation Intake 2018A0466006
12/28/2017	Special Investigation Initiated - Telephone Complainant

12/28/2018	Contact- Telephone interviewed Guardian Karla Roberts.
01/08/2018	Inspection Completed On-site
01/08/2018	Inspection completed On –Site BCAL Sub Compliance.
01/08/2018	Contact - Telephone call made interviewed Laura Hatfield- Smith
02/16/2018	Contact - Telephone call made Telephone call to contract manager David J at Shiawassee Health and Wellness, left message.
02/20/2018	Contact- telephone call received from David Jenks at Shiawassee Health and Wellness. Mr. Jenks was interviewed.
02/20/2018	Contact- document sent to Laura Hatfield- Smith asking for the dates that she and or her staff discussed the move of Resident A with the Guardian.
02/20/2018	Contact- telephone call to Guardian Roberts.
02/22/2018	Contact- telephone call from Guardian Roberts.
02/23/2018	Exit Conference with Laura Hatfield- Smith.

ALLEGATION: Resident A was admitted to a facility without knowledge or authorization from the resident's guardian.

INVESTIGATION:

I received this complaint on 12/28/2017 and contacted Complainant on the same day. Complainant did not have any further details to add.

On 12/28/2017, Guardian Karla Roberts was interviewed and reported that she did not sign any paperwork when Resident A was admitted to Res-Care Premier Raymond because she was not notified of the admission. Guardian Roberts stated she was not in agreement with Resident A being admitted into Res-Care Premier Raymond and consent was not given. Guardian Roberts reported that she was contacted by employees of Res-Care Premier Raymond and Shiawassee Health and Wellness after Resident A's admission to sign admission paperwork and she refused. Guardian Roberts reported that had she been aware that Resident A's wishes were to be placed in Shiawassee County, she would have immediately filed paperwork to have another guardian appointed as she did for Resident B prior to her admission at Res-Care Premier Raymond. Guardian Roberts reported that her transportation service does not travel outside of Genesee County, so it is not possible for the guardian to meet with Resident A in Shiawassee county.

On 01/08/2018, I conducted an unannounced investigation and interviewed direct care worker (DCW) Angelica Bittner, house manager, who reported that Resident A was admitted into the facility on 12/6/2017. DCW Bittner stated that Guardian Roberts filed a petition to have another guardian appointed for Resident A and the court proceeding will take place in February 2018. DCW Bittner reported that she had reached out to Guardian Roberts several times about admission paperwork, however the guardian was not responding.

On 01/08/2018, I reviewed Resident A's resident record which contained a document entitled *Transfer Request Form*. The form was completed and signed by Resident A, Holly Paul and Laura Hatfield-Smith, both of whom are employees from Res-Care Premier and dated 12/06/2017. However, the signature line designated for the guardian was blank and not signed by Guardian Roberts.

I reviewed Resident B's resident record. DCW Bittner stated Resident B originally had the same Guardian as Resident A, until Guardian Roberts transferred guardianship to Barbara Knickerbocker prior to Resident B's admission to Res-Care Premier Raymond. Resident B was discharged and moved from one ResCare licensed AFC facility to another on 12/06/2017 and Resident B's *Transfer Request Form* was signed by Guardian Barbara Knickerbocker and Licensee Designee Laura Hatfield-Smith but not by the resident.

I interviewed Mrs. Hatfield-Smith, Administrator and Licensee Designee, by phone on 01/08/2018. Mrs. Hatfield-Smith reported that she had been working with Shiawassee Health and Wellness Contract Director David Jenks to place Shiawassee consumers, like Resident A and Resident B, in adult foster care facilities located in Shiawassee County. Mrs. Hatfield-Smith reported that Resident A's guardian would not agree to the relocation plan despite Resident A's wishes to relocate so based on authorization from Shiawassee Health and Wellness, Resident A was discharged and admitted to Res-Care Premier Raymond on 12/06/2017. Mrs. Hatfield-Smith reported that a court date has been scheduled to appoint a new guardian for Resident A. Mrs. Hatfield-Smith reported that Guardian Robert's

transportation service was the reason the guardian did not want Resident A to be moved to Shiawassee County.

On 02/20/2018, I interviewed David Jenks, Contract Manager for Shiawassee Health and Wellness who reported that he had been in communication with Mrs. Hatfield-Smith since October 2017 about relocating residents who had been placed out-of-county. Mr. Jenks reported that he had limited involvement with Resident A and Guardian Karla Roberts as most of his contacts and the knowledge about this situation was provided by Mrs. Hatfield-Smith. Mr. Jenks reported being aware that Resident A wanted to move, and that Guardian Roberts was not in support of the plan to have all Shiawassee county community mental health funded recipients, like Resident A, placed in AFC facilities within the county. Mr. Jenks reported last talking to the Guardian Roberts in mid-November about the move and that Guardian Roberts expressed not agreeing with the move. Mr. Jenks reported being aware that the “guardian has ultimate control,” however in situations such as this, it is the desire of Shiawassee Health and Wellness to honor the wishes of the individual and therefore Resident A was moved without guardian approval.

On 02/22/2017, I again spoke with Guardian Roberts who reported that she did not have any contact with Mr. Jenks until after Resident A was moved when Shiawassee Health and Wellness expected her to sign paperwork for services. Guardian Roberts reported that she would not sign paperwork because she did not consent to the admission.

APPLICABLE RULE	
R 400.14302	Resident admission and discharge policy; house rules; emergency discharge; change of residency; restricting resident's ability to make living arrangements prohibited; provision of resident records at time of discharge.
	(6) A licensee shall not change the residency of a resident from one home to another without the written approval of the resident or the resident's designated representative and responsible agency.

ANALYSIS:	Mr. Jenks and Mrs. Hartfield- Smith were working together to place out-of-county residents back into Shiawassee County licensed AFC facilities. Mr. Jenks and Mrs. Hartfield-Smith reported that Resident A wanted to move back into Shiawassee County, however Guardian Roberts was not in agreement. Despite not having Resident A's guardian's permission and approval, Mrs. Hartfield-Smith discharged Resident A from one licensed AFC facility and admitted Resident A into another licensed AFC facility (Res-Care Premier Raymond) located in Shiawassee county. Guardian Roberts stated she did not sign Resident a's <i>Transfer Request Form</i> giving the facility the required written approval for Resident A to be discharged and admitted to another facility and therefore Resident A was moved without the required written approval of the Guardian.
CONCLUSION:	VIOLATION ESTABLISHED

ALLEGATION: Facility does not have any of the required forms signed by guardian regarding Resident A, including admittance and medical authorization.

INVESTIGATION:

I received this complaint on 12/28/2017 and contacted the Complainant on the same day. Complainant did not have any further details to add

On 12/28/2017, Guardian Karla Roberts was interviewed and reported that she did not sign any of the admission paperwork when Resident A was admitted to Res-Care Premier Raymond because she was not notified of the discharge and she was not in agreement with the admission into the new facility. Guardian Roberts reported that Resident A was admitted to Res-Care Premier Raymond without her knowledge or consent. Guardian Roberts reiterated that she did not sign any paperwork when Resident A was admitted because she was not notified of the admission. Guardian Roberts stated she was not in agreement with Resident A being admitted to Res-Care Premier Raymond and consent was not given.

Guardian Roberts reported that she did not participate in the development of the *AFC Resident Care Agreement* or the *Assessment Plan for AFC Residents* for Resident A's admission to Res-Care Premier Raymond. Guardian Roberts reported that she did not supply an updated health care appraisal as she was not aware that Resident A was being discharged and admitted to a new AFC facility because she did not provide consent to this change in placement.

On 01/08/2018, I conducted an unannounced investigation and interviewed DCW Bittner who reported that Resident A's Guardian, Guardian Roberts, had not signed any forms for Resident A's admission nor had she responded to her phone calls. DCW Bittner reported that the AFC admission paper work for Resident A lacks a

guardian signature. DCW Bittner reported that a *Guardian Preference Form* is requested to be completed at the time of admission and this was not completed by Resident A's Guardian as requested.

I reviewed Resident A's record which contained an Adult Foster Care (AFC) *Resident Care Agreement, Resident Funds Record Part I, Resident Funds II, Inventory of Valuables, Assessment Plan for AFC Residents and Consent to Medical, Surgical, Dental, Psychiatric and other Health Care Services Release of Liability and Agreement to indemnify*. The *AFC Resident Care Agreement, Assessment Plan for AFC Residents and Consent to Medical, Surgical, Dental, Psychiatric and other Health Care Services Release of Liability and Agreement to indemnify* were not signed by Guardian Roberts. The resident record did not contain a written health care appraisal.

I interviewed Mrs. Hatfield-Smith by phone on 01/08/2018 who reported that Guardian Roberts was not cooperative and objected to Resident A being moved due to her transportation arrangements. Mrs. Hatfield-Smith reported that Resident A's guardian would not agree to the relocation despite Resident A's wishes to relocate so based on authorization from Shiawassee Health and Wellness, Resident A was discharged and admitted to Res-Care Premier Raymond on 12/06/2017. Mrs. Hatfield reported that the AFC paperwork was not signed by Guardian Roberts as she did not participate in the admission process.

APPLICABLE RULE	
R 400.14301	Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.
	(4) At the time of admission, and at least annually, a written assessment plan shall be completed with the resident or the resident's designated representative, the responsible agency, if applicable, and the licensee. A licensee shall maintain a copy of the resident's written assessment plan on file in the home.
ANALYSIS:	Guardian Roberts, Ms. Bittner and Mrs. Hatfield-Smith reported that Guardian Roberts did not participate in the <i>resident assessment plan</i> at the time of admission nor was it signed by Guardian Roberts. The written assessment plan or <i>Assessment Plan for AFC Residents</i> was completed and in the resident record, however is lacked Guardian Robert's signature.
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.
	<p>(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:</p> <p>(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.</p> <p>(b) A description of services to be provided and the fee for the service.</p> <p>(c) A description of additional costs in addition to the basic fee that is charged.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(g) An agreement by the resident to follow the house rules that are provided to him or her.</p> <p>(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.</p> <p>(i) An agreement between the licensee and the resident or the resident's designated representative to follow the home's discharge policy and procedures.</p> <p>(j) A statement of the home's refund policy. The home's refund policy shall meet the requirements of R 400.14315.</p> <p>(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.</p> <p>(l) A statement by the licensee that the home is licensed by the department to provide foster care to adults.</p>

ANALYSIS:	According to Mrs. Hartfield-Smith, DCW Bittner and Guardian Roberts, Guardian Roberts never signed the resident care agreement and therefore no agreement has been established between the facility and guardian which specifies the responsibilities of each party.
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.
	(10) At the time of the resident's admission to the home, a licensee shall require that the resident or the resident's designated representative provide a written health care appraisal that is completed within the 90-day period before the resident's admission to the home. A written health care appraisal shall be completed at least annually. If a written health care appraisal is not available at the time of an emergency admission, a licensee shall require that the appraisal be obtained not later than 30 days after admission. A department health care appraisal form shall be used unless prior authorization for a substitute form has been granted, in writing, by the department.
ANALYSIS:	Guardian Roberts reported that an updated health care appraisal was not completed and provided to the facility as Guardian Roberts was unaware that Resident A was being admitted to another facility. Resident A's record on 01/08/2018, did not contain a health care appraisal in the resident record.
CONCLUSION:	VIOLATION ESTABLISHED

IV. RECOMMENDATION

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

Julie Elkins

02/23/2018

Julie Elkins
Licensing Consultant

Date

Approved By:

Dawn Timm

02/23/2018

Dawn N. Timm
Area Manager

Date