

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF DIRECTOR

ACTION REFERRAL

TO <i>Liggett</i>	DATE <i>11-19-13</i>
----------------------	-------------------------

DIRECTOR'S USE ONLY	ACTION REQUESTED
1. LOG NUMBER <i>000175</i>	<input type="checkbox"/> Prepare reply for the Director's signature DATE DUE _____
2. DATE SIGNED BY DIRECTOR <i>CC: Mr. Teck</i> <i>* CD enclosed</i> <i>closed 12/5/13, see note</i>	<input checked="" type="checkbox"/> Prepare reply for appropriate signature DATE DUE <i>12-3-13</i>  <input type="checkbox"/> FOIA DATE DUE _____  <input type="checkbox"/> Necessary Action

APPROVALS (Only when prepared for director's signature)	APPROVE	* DISAPPROVE (Note reason for disapproval and return to preparer.)	COMMENT
1.			
2.			
3.			
4.			

November 15, 2013

Ladonna Hargrave  
C/O Melinda Hargrave-Moore / 803-260-0445  
240 Highgrove Circle  
West Columbia, South Carolina 29071

**RECEIVED**

NOV 19 2013

Department of Health & Human Services  
OFFICE OF THE DIRECTOR

Sent Certified Mail

Judith Johnson  
Babcock Center  
2725 Banny Jones Avenue  
West Columbia, SC 29170

Log: Liggett  
c: Director - COS  
approp. sign.

RE: Demand for Payment for Damaged Property Due To Failure To Properly Deal With A Known Bed-Bug Infestation

*CC - RE: Report of Neglect of Vulnerable Adults Living In Homes For Developmentally And Intellectually Disabled in South Carolina*

Dear Ms. Johnson,

As you know, I am the representative payee, sister, and advocate for my sister, Ladonna Hargrave, a previous resident of Commanche Trail, a HUD subsidized property for individuals with intellectual and developmental disabilities located in West Columbia, South Carolina owned and operated by the Babcock Center. This letter shall serve as our final demand for payment for damaged personal property and other expenses incurred due to your organization's failure to properly deal with a known and prolonged bed-bug infestation.

Attached are pictures of both the property damage occurring during the infestation treatments and the other deplorable conditions found in Ladonna's unit at Commanche Trail. All available and full size photos are located on the enclosed CD. It is tragic to think of the many other developmentally and intellectually disabled residents still living under these conditions in this home and others operated by your agency.

As we have outlined and detailed in numerous email communications with your agency, Ladonna's unit first became infested with bed bugs over a year ago sometime in late 2011 or early 2012 when your agency had a client from another unit experiencing an infestation spend the night on Ladonna's couch while this persons unit was being treated. It was soon after this event occurred Ladonna's apartment became infested and you notified Ladonna's service coordinator, Kristen George with The Arc of South Carolina. We were not notified of all the continued infestations and treatments throughout a period of 12-18 months until after Ladonna became very upset when she came home one day to find her furniture damaged and in some cases broken after you hired an exterminator to remove all the furniture in her unit to have it treated. When the family informed your agency of this matter and considered

contacting the exterminator, your agency requested we not do this and that your agency would process or investigate this matter. As of this date, your agency has failed to take any action on this matter.

When the family began to investigate further, we found many other instances of neglect and abuse. When speaking with the other clients and staff at the home, the family discovered that all the units had bed bugs for an extended period-of-time. It was also noted the exterminator did not treat the common laundry areas and community areas when treating Ladonna's apartment. In one case we discovered a client's elderly mother was coming up to her daughter's unit daily to clean and wash laundry in attempt to keep the infestation away. This was occurring the entire time Babcock was receiving HUD monies to subsidize a \$700 monthly charge on a one-bedroom, bare bones, efficiency apartment located in West Columbia. This money was separate from the additional \$72 a day Babcock was receiving in South Carolina state Medicaid funds to care for these vulnerable adults. We also found a smashed bicycle on the front porch with no headlight or reflectors that a client had taken out one evening and unfortunately was hit by a car and hospitalized for several days. When inquiring about the accident the bicycle was immediately removed the following day. Lastly, when moving furniture in Ladonna's unit we found mold in both the bathroom and in the bedroom closet. Ladonna explained there had been a water leak and the staff told her to place towels down until it dried. This is exactly what my developmentally disabled sister did. It appears your agency had maintenance fix the leak; however, never changed or cleaned the wall or floor moldings where large amounts of water had set. It was also noted the vent in the bathroom had stopped working (would not hold a simple tissue when turned on on) and mold had formed above the shower on the walls and ceiling. The air conditioning unit in this unit was also manually configured to blow air in the bedroom; however, condensation was not accounted for and the entire unit and vent was covered in mold.

In addition to deplorable living conditions, we also found your agency had mishandled Ladonna's funds. Specifically, other clients had signed her checks, many checks for cash were unaccounted for, and expensive purchases were not documented. Your agency never provided an explanation on how this occurred; however did attempt to rectify all these matters. In any event, the family immediately chose to become Ladonna's representative payee to avoid any other mishandling of her funds. We found your act of extracting money from other client accounts to make up for the mishandling and messy accounting by your staff to be simply inexcusable. In the same context, 990 financial records for all Babcock properties and the foundation indicate continued revenue in both rent and operational grants and a multi-million dollar trust for the agency (including an executive director salary of 160,000+); however, your agency refused to update or maintain any of these units.

After requesting copies of all checks, it was determined Babcock had charged Ladonna a down payment when moving- in and had never refunded this money. Upon demand, Babcock did return this money to Ladonna. If the family had not investigated this matter, we feel your agency would have never returned this money. On November 3, 2013, social security redistributed these funds to her new account.

Your agency was given notice in May that Ladonna would be moving out of the unit at Commanche Trail and departed the unit on May 31, 2013. You continued to charge her rent for the entire month of June and submitted a subsidy payment request to HUD for this month. You in turn have sent an invoice to Ladonna in October and November for a June rent payment for \$294 and \$116.75 for outstanding pharmacy payments dating over a year ago. We did not understand why Babcock's accounting of pharmacy payments had accumulated for almost a year; however, we paid Ladonna's portion of the invoice immediately to ensure the pharmacy was compensated. As for the rent, we do not feel Ladonna should have been charged for the month of June given she was not there; however, in an effort to close this matter, have deducted this amount from the total demand amount for damages.

Please find enclosed an invoice for payment for \$1,196.00. We feel this demand amount is very fair considering the amount of damage and expenses incurred by Ladonna and the stress and suffering she endured. After finding out about the extended bed bug infestation and then uncovering all the mold and deplorable conditions in her apartment, the family had no choice but to immediately remove Ladonna from this unit. The new apartment complex had a strict bed bug disclaimer policy requiring Ladonna live in our family home for some time before moving into her new apartment. We also could not bring any of the furniture, bedding, or clothing with us. We left the living room furniture and various other pieces of furniture in the unit and threw out the mattresses and clothing. Ladonna and her family incurred various moving expenses along with the cost of purchasing new furniture and clothing. Moreover, the few pieces of solid furniture Ladonna was able to keep have been damaged by the exterminator.

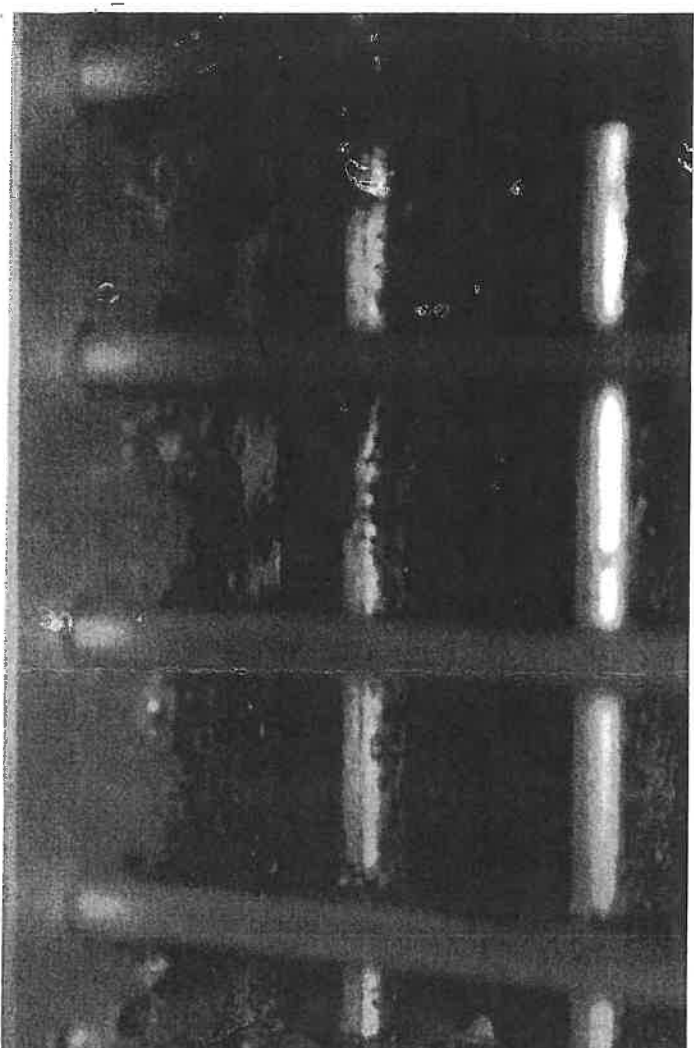
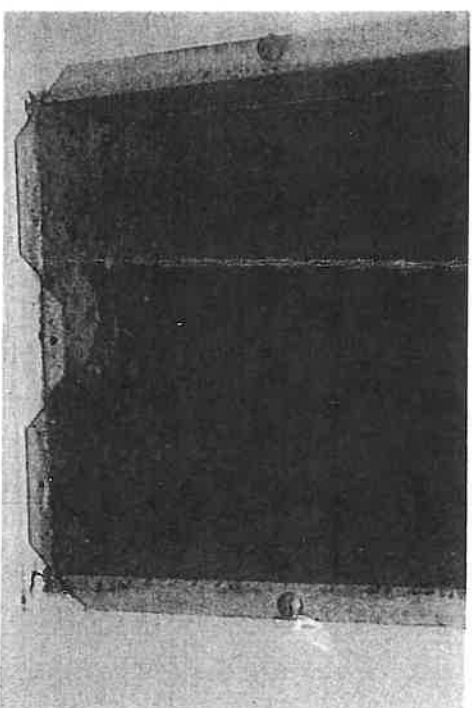
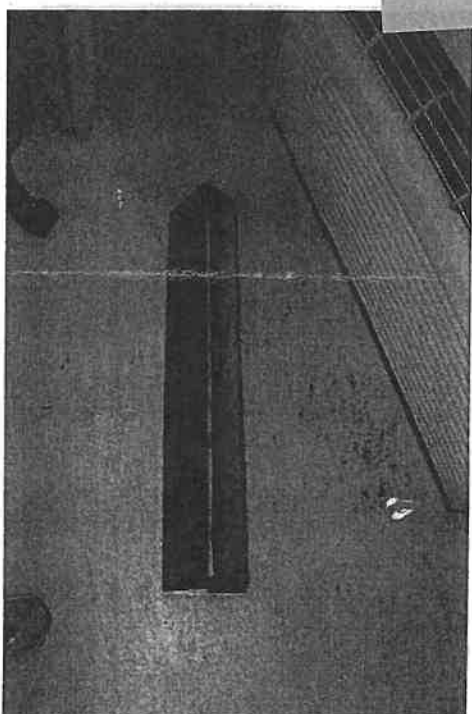
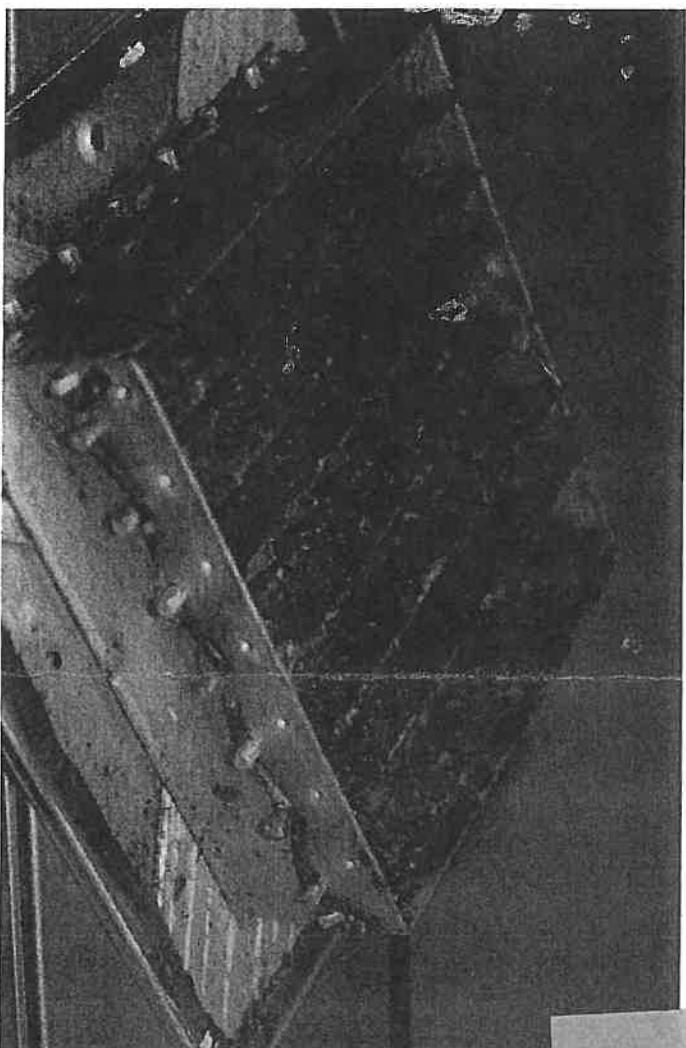
We have attempted to request your agency pay for this damage and loss on several occasions and have received no cooperation. Therefore, if this amount is not paid in full in thirty days we will pursue this case through the small claims court system. It is also only fair to inform you that regardless of the outcome of this demand and claims process, we also plan to report this matter to other agencies in South Carolina with the hope they will investigate all Babcock homes to ensure these types of living conditions are corrected and not occurring in other homes operated by your agency.

I await your response, and sincerely hope that you accept the terms of this demand on behalf of Ladonna Hargrave.

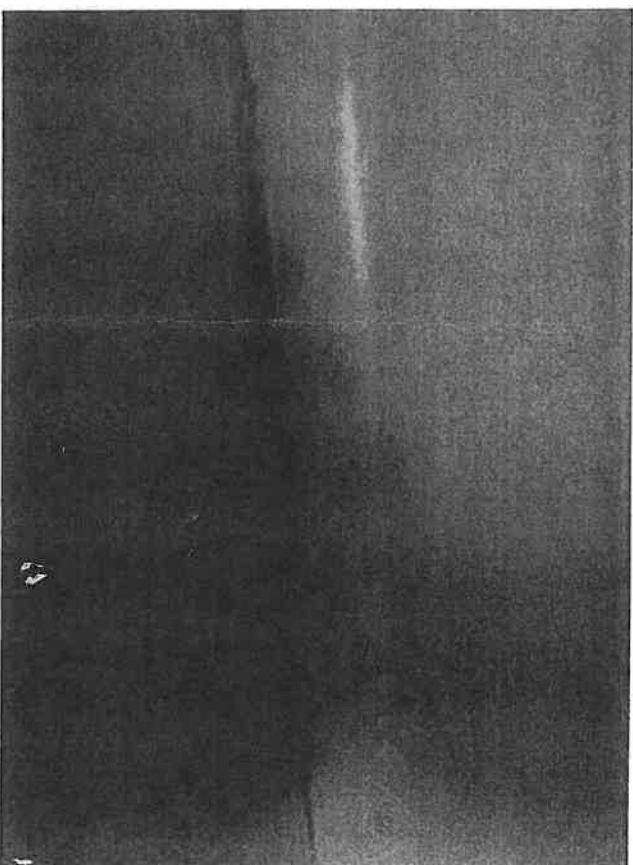
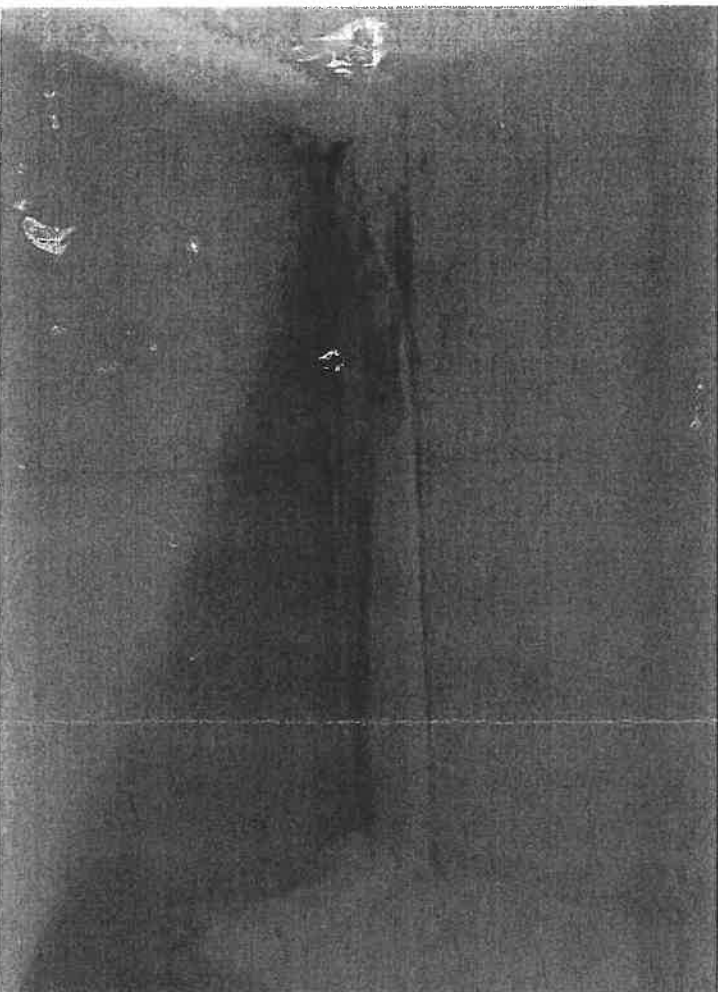
Yours truly,

  
Melinda Moore

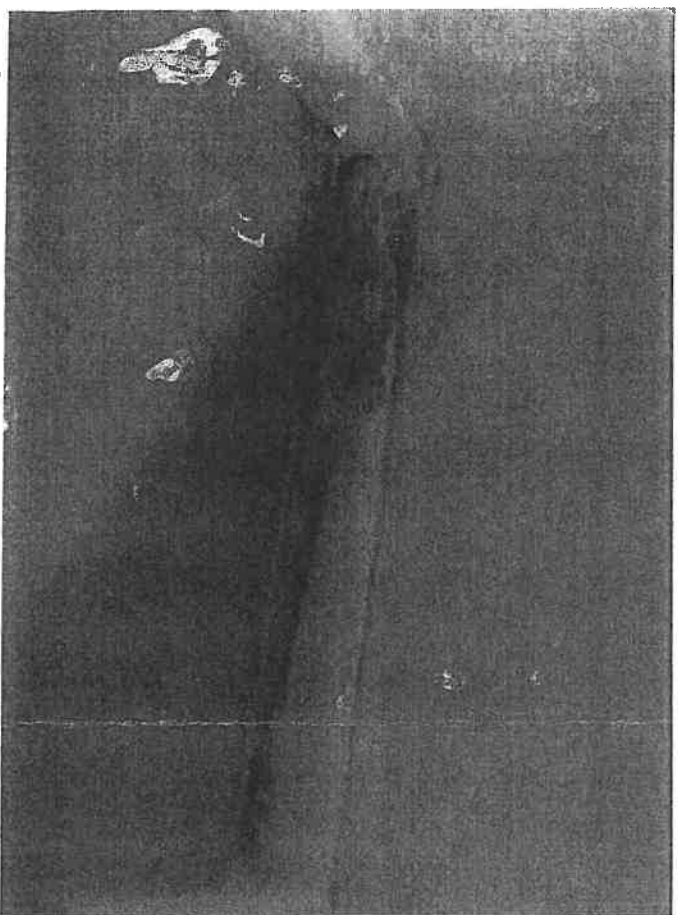
CC: HUD-OIG, OIG-South Carolina, Housing Authority-Columbia, Social Security-OIG, Medicaid Program Integrity Unit-SC



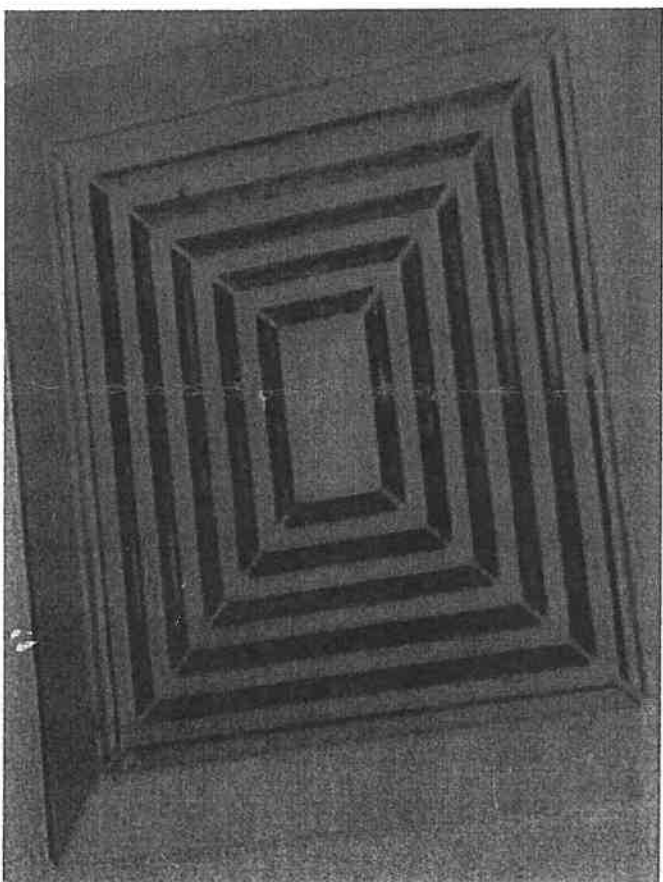
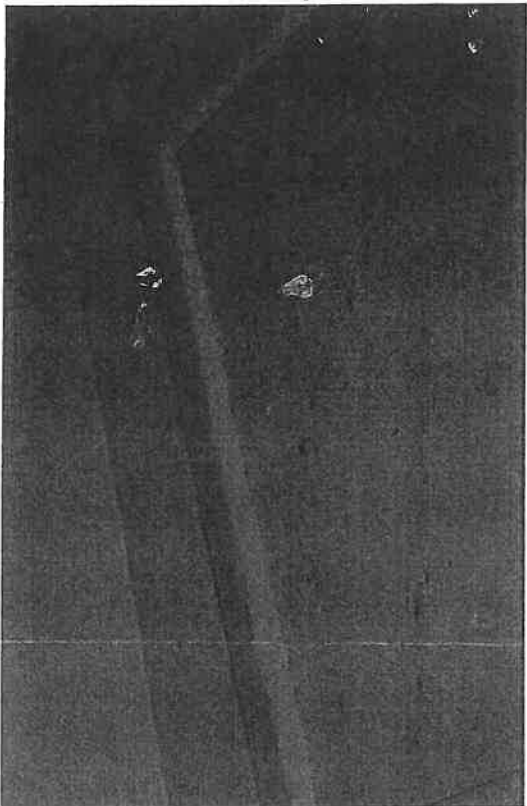
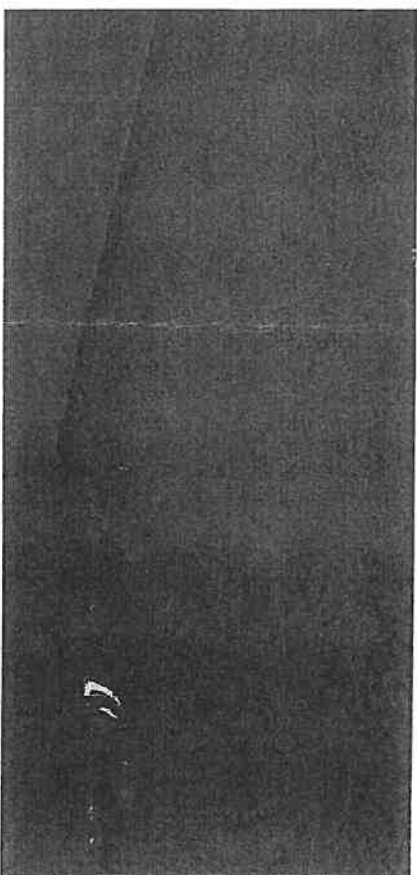
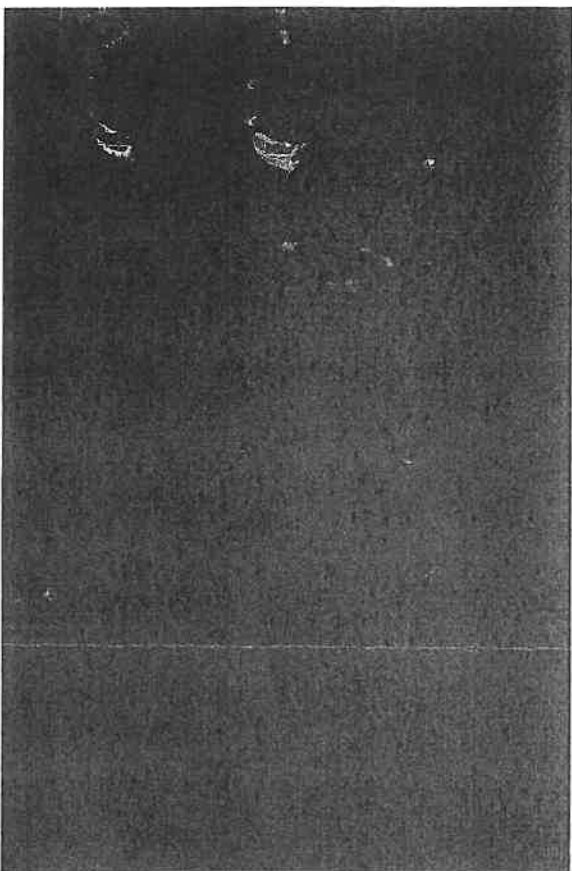
Agency modified air conditioning system to blow air from living room to bedroom.



Closet wall adjacent to bathroom  
where water leaked and adult with  
I/DD was told to put towels down to  
clean it up

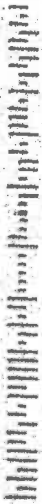






Non-working vent in bathroom causing mold to develop in bathroom walls and floors

MOOSE  
240  
COLUMBIA SC



F



U.S. POSTAGE  
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29169  
Date of sale  
11/18/13  
06 2500  
08282306  
**APC**

USPS® FIRST-CLASS MAIL®

0 lb. 2.50 oz.

HIP  
O:

COLUMBIA SC 29201  
|||||

ZIP



(420) 29201

**RECEIVED**

NOV 19 2013

Department of Health & Human Services  
OFFICE OF THE DIRECTOR

Director Tony Keck  
State of South Carolina  
Dept of Health & Human Services  
1801 Main Street  
PO Box 8206  
Columbia, SC  
29201



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF DIRECTOR

*Close*

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APPROVALS (Only when prepared for director's signature)	APPROVE	* DISAPPROVE (Note reason for disapproval and return to preparer.)	COMMENT
1. <i>[Signature]</i>			<i>① Refer to Program Integrity. ② Send copy to Ombudsman's Office.</i>
2.	<i>Kathy-</i>	<i>12/5/13</i>	
3.	<i>He asked that I forward this to your area. We are closing this log unless you feel a response should come from your area. That's all.</i>		
4.			

November 15, 2013

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C/O Melinda Hargrave-Moore 1863-260-0445  
240 Highgrove Circle  
West Columbia, South Carolina 29071

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OFFICE OF THE DIRECTOR

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Babcock Center  
2725 Banny Jones Avenue  
West Columbia, SC 29170

Log: Liggett  
c: Director - co  
approp. sign.

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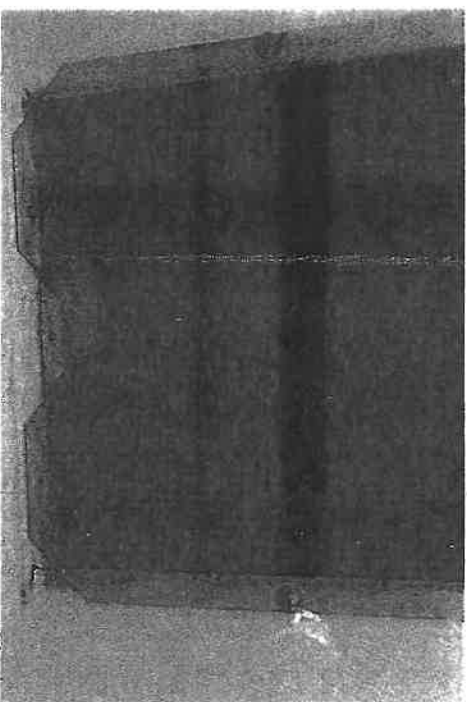
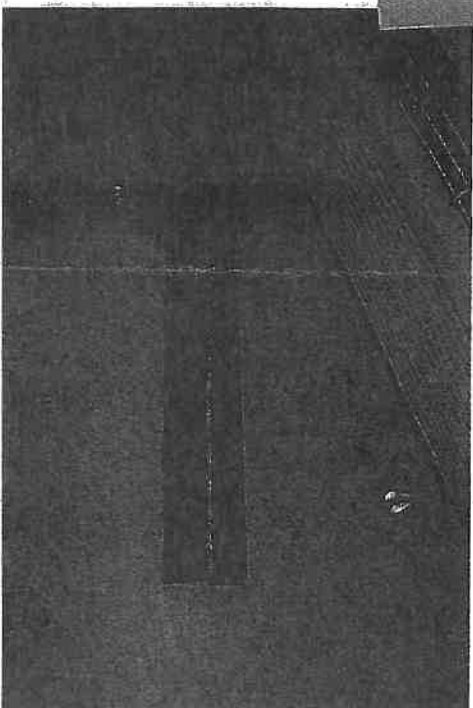
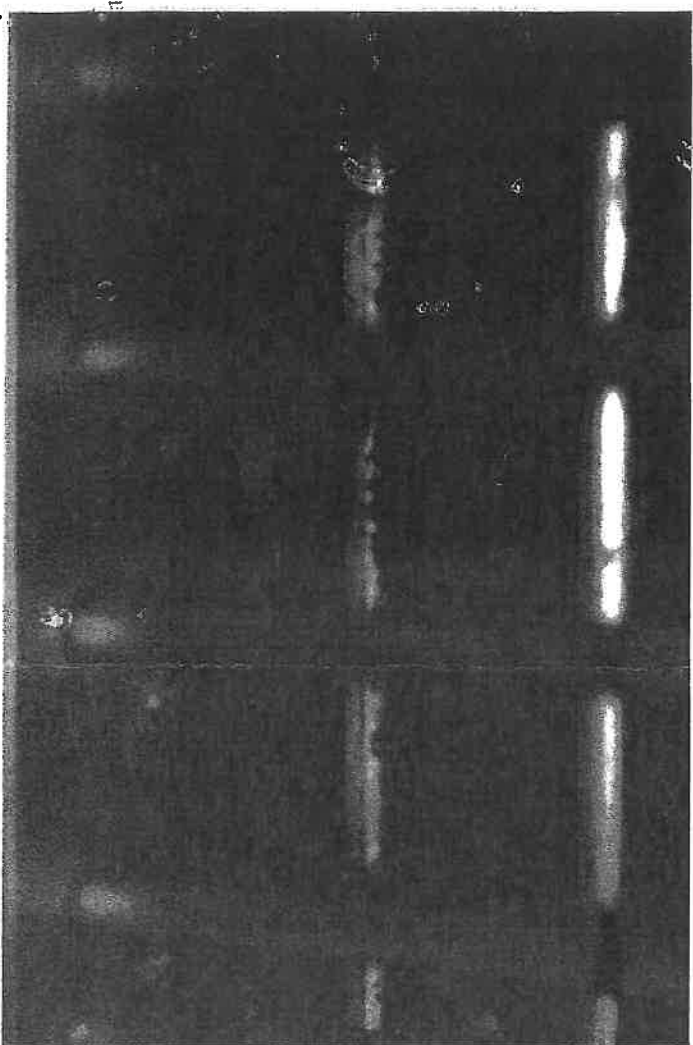
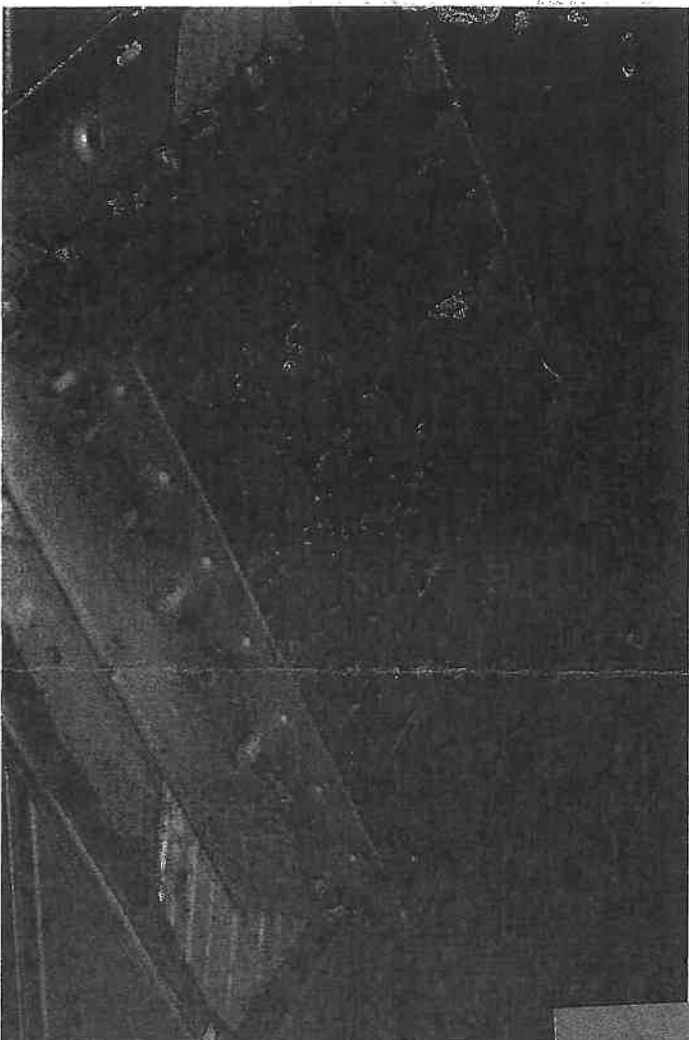
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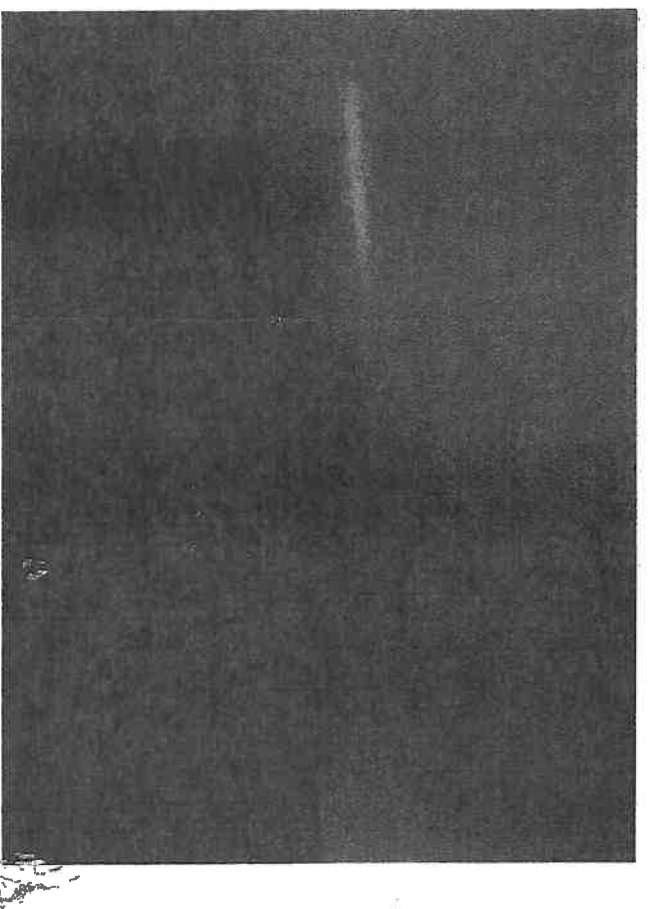
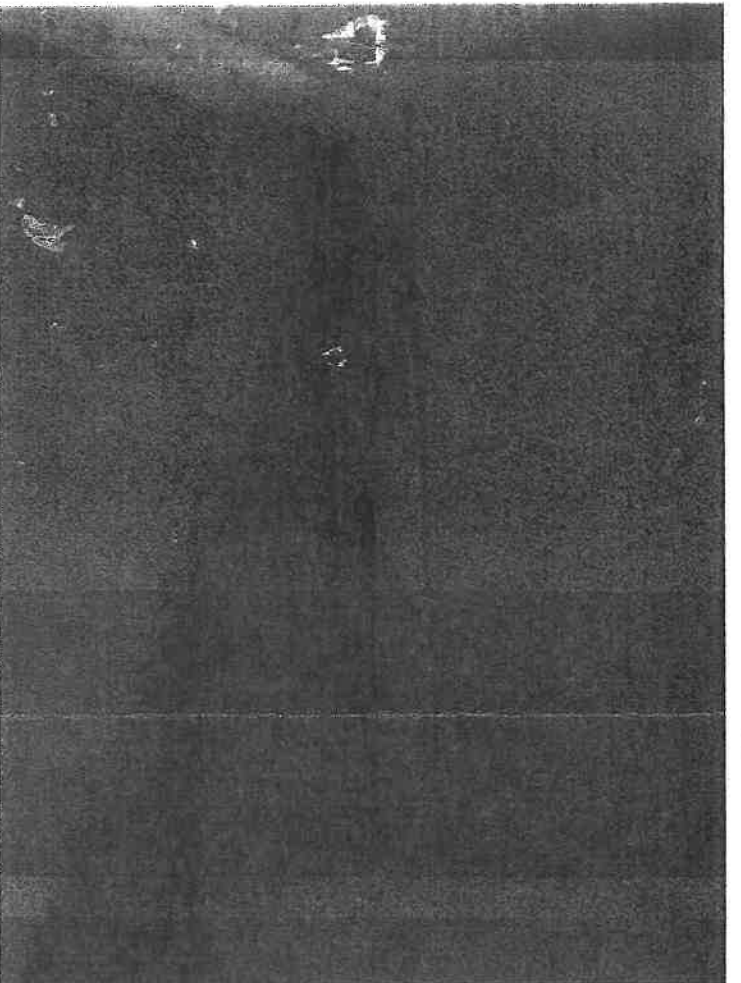
Yours truly,

  
Melinda Moore

CC: HUD-OIG, OIG-South Carolina, Housing Authority-Columbia, Social Security-OIG, Medicaid Program Integrity Unit-SC

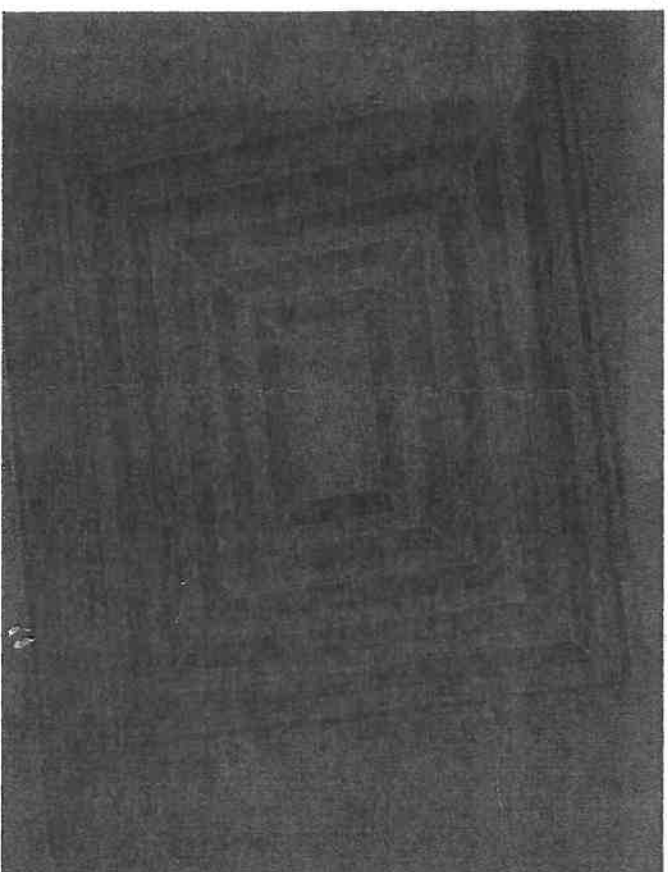
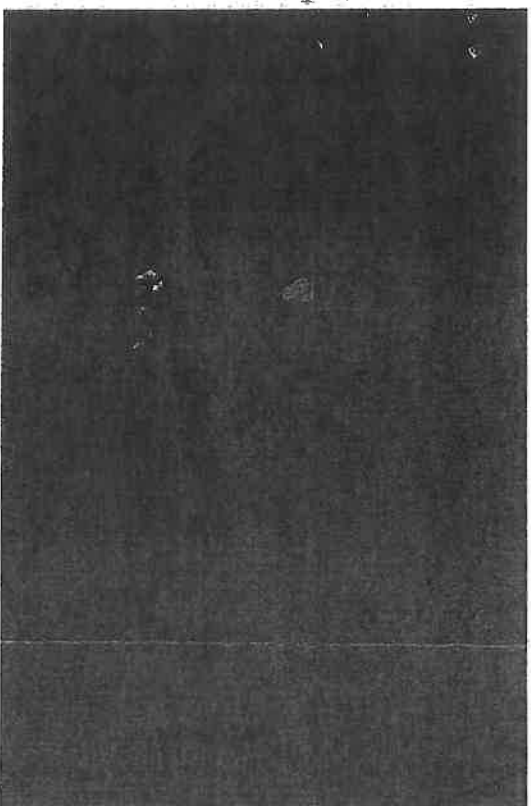
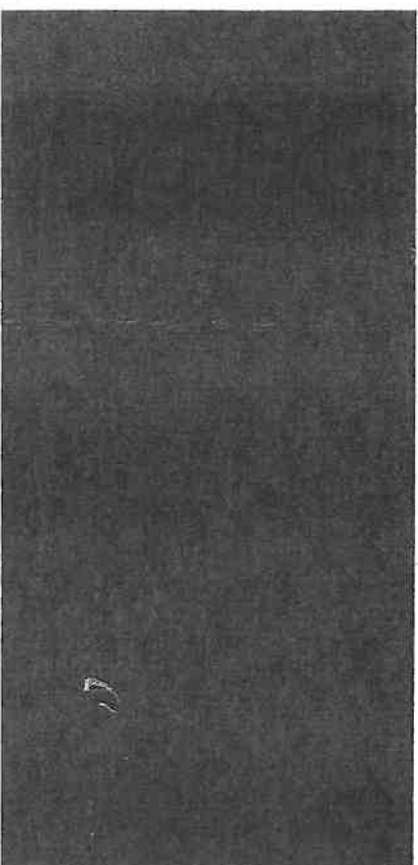
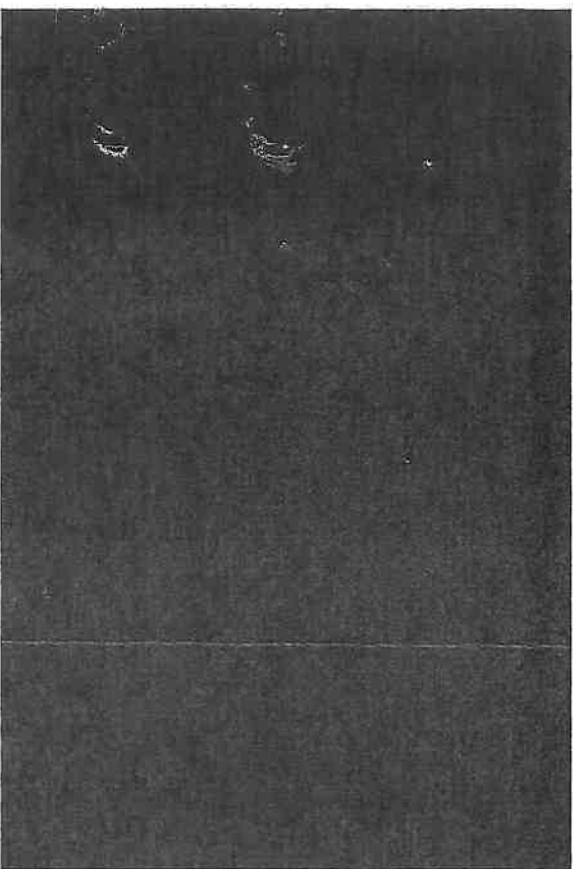


Agency modified air conditioning system to blow air from living room to bedroom.



Closet wall adjacent to bathroom where water leaked and adult with I/DD was told to put towels down to clean it up





Non-working vent in bathroom causing mold to develop in  
bathroom walls and floors



Nikki Haley GOVERNOR

Anthony Keck DIRECTOR

P.O. Box 8206 > Columbia, SC 29202

[www.scdhhs.gov](http://www.scdhhs.gov)

December 3, 2013

A. Dale Watson  
State LTC Ombudsman  
1301 Gervais Street  
Suite 200  
Columbia, South Carolina 29201

Dear Ms. Watson:

We have received and referred the attached letter to our Program Integrity area. Deputy Director, Pete Liggett, asked that I forward this to you for your information and/or action.

Sincerely,



Annmarie McCanne  
Administrative Coordinator



MOORE  
246  
Columbia, SC

F



U.S. POSTAGE  
\$1.32  
FCM LG ENV  
29169  
Date of sale  
11/18/13  
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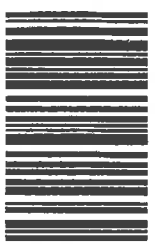
USPS® FIRST-CLASS MAIL®

0 lb. 2.50 oz.

HIP  
O:

COLUMBIA SC 29201  
|||||

ZIP



(420) 29201

Director Tony Keck  
State of South Carolina  
Dept of Health & Human Services  
1801 Main Street  
PO Box 8206  
Columbia, SC  
29201

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