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**FOR IMMEDIATE RELEASE**

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**East Central Human Rights Authority  
Report of Findings  
Case 12-060-9006  
Crosspoint Human Services**

The East Central Regional Human Rights Authority (HRA), a division of the Illinois Guardianship and Advocacy Commission, accepted for investigation the following allegations concerning mental health services at the Crosspoint Human Services located in Danville, IL.

**Complaints:**

1. There is financial exploitation of an individual receiving services.
2. The facility impedes visitation for an individual receiving services.
3. Documents completed for an individual have been altered.

If found substantiated, the allegations represent violations of the Mental Health and Developmental Disabilities Code (405 ILCS 5/1 et seq.), Illinois Power of Attorney Act (755 ILCS 45/1 et seq.), and regulations for Community Integrated Living Arrangements (CILA) (59 Ill. Admin. Code 115.210).

Per its website: "Crosspoint services include Case Coordination, Crisis Intervention, Counseling, Therapy, Social and Daily Living Skills Training, Psychotropic Medication/Prescription Administration, Medication Counseling Training, Representative Payee, Occupational, Physical and Speech Therapy, Housing, Transportation, Community Education and Consultation, Psycho Social Rehabilitation and Vocational Development and Placement."

**COMPLAINT STATEMENT**

Per the complaint, the agency did not respect decisions from an individual's agent under a Power of Attorney (POA) regarding dental care. The agency reportedly had the individual sign documents to designate Crosspoint as the representative payee when the individual already had a POA for her financial decisions. The agency impeded the individual's right to participate in visitation. When the POA agent attempted to have visitation with the individual for a weekend and on Halloween, it was denied because the agent did not give a 24-hour notice and because the individual did not initiate the request even though prior visits had been accommodated without such prior notice.

**INVESTIGATIVE INFORMATION**

To pursue the matter, the HRA visited the individual's CILA where the program representatives were interviewed. Relevant practices, policies and sections of the individual's record, with authorization, were reviewed. The HRA met with the administrator, residential programmers, the facility representative trainer, and direct care and social work staff. The HRA reviewed the Power of Attorney for the individual in this case which appoints the agent to act on the individual's behalf with regard to both health care and property/financial decisions, including acting on the recipient's behalf with regard to Social Security benefits and any medical or health care needs. The Power of Attorney became effective on that date of signature which was June 11, 2009. The Power of Attorney was prepared by an attorney and was notarized. There was no stated termination date.

### **Interviews**

Per staff, the individual lived in a group home serving individuals with mental illness. There are 7 housemates in the home. It is a mental health supervised residential home. Staff explained they were aware that the individual had a POA for her finances. They have a representative payee policy regarding an individual's personal finances. When asked why the POA was not consulted, staff explained that in 2009 the individual did not have any entitlements and she was admitted anyway. Her POA agent was appealing her denial of Social Security. Her treatment plan goal was to achieve economic independence; the POA agent was to provide \$20 per week during the time the individual had no income. When the individual's disability was approved by the Social Security Administration there was a financial opportunity for her to achieve her goal to live independently. Crosspoint workers thought they could help her to learn how to work with a budget. Staff reported sufficient communication back and forth with the individual but not with the POA agent.

We asked about the decision to make Crosspoint the representative payee of the individual's Supplemental Security Income (SSI) and whether the individual requested for the POA agent to be present when representative payee documents were signed. The staff responded no, she did not ask for the POA agent to be present. The resident had participated in budget training with other residents, including how to save for desired purchases which could be incorporated into treatment plans. Other individuals have Crosspoint as their payee and receive weekly checks. She did not understand why she did not get a check. She wanted to have a check and a bank account just like everyone else did. She had also been working with the cleaning crew to increase certain skills and make some money.

Staff stated the individual herself wanted to go to the Social Security Administration office to name Crosspoint as her representative payee. She is her own guardian, i.e., she maintains her legal rights. She had made up her mind and stated this was what she wanted to do. Attempts were made to contact her POA agent and they could not reach her. Staff provided the individual a ride to the Social Security office and she completed the transaction by herself. It is all audio-taped at the Social Security office.

Staff stated at this time the individual does need 24-hour supervision. The individual had been independently taking all of her medications. She had been learning independent living

skills (e.g., cooking) and soon would be ready to move to a less restrictive environment such as an apartment. The individual has stated that she wants to live on her own again.

Staff stated that for most of the time the resident was at the agency, she had no money, but there were very small amounts of money that would come in for her. According to staff, it was best for Crosspoint to be her representative payee, because when it came to budgeting and exercising her own choices, she could easily be confused and they would assist her in whatever she wanted to do.

When asked were there any other financial decisions made on behalf of the individual without consulting the POA agent, the response from staff was no, she had to ask for everything from the agent. The individual stated she definitely wanted her own account and stated that she wanted to take care of her own money. She would have to ask her POA agent for money. Her agent did not feel that she needed to go on certain outings. Several outings involved dinner out with housemates and staff. She did not have the money to go unless staff chipped in to buy her meal. Since all the other housemates participated in such outings, the resident approached staff about her ability to go on outings using her Social Security income. Staff stated that the individual was sad. Her spending money would sometimes arrive and sometimes not arrive. According to staff, the individual's POA agent had stated that the individual was given too much freedom. The POA agent had stated she did not like what the individual bought with her own money as per staff.

At a follow-up meeting with Crosspoint staff, the HRA discussed evidence provided to the HRA of two checks that were cashed by the individual while she lived in the facility. The response from Crosspoint management was "Per follow-up with staff it was stated that the financial complaint arises from one incident when the individual had several hundred dollars in her possession. The origin of the money was not from Crosspoint's Representative Payee Accounts. Those accounts are strictly monitored for deposits, budgets prepared by the person served detailing standard disbursements throughout the month and non-routine disbursements requiring prior approval with decision requests and confirmed by receipts from the purchase. Employees who were responsible for the individual at the time are no longer in Crosspoint's employment and when contacted by management they were unable to recollect what happened in significant detail. As memory served, the individual bought what she wanted and receipts were not saved to account for the sum she spent. There is no evidence of financial exploitation or theft."

The HRA was informed that Crosspoint did not keep any money for individuals if it was not the representative payee. The HRA asked a Crosspoint manager about finding 2 months of petty cash accounting when the HRA team went to the facility to copy records; he informed us he was not aware of it.

The HRA inquired about the allegation regarding dental decisions that were made by the agency without consulting the POA agent. Staff explained that dental care started with the individual complaining of tooth pain. Her gums were swollen and bleeding. The dentist noted that he needed to see her again and started her on an antibiotic. He noted that he felt that she should see a periodontist. He made out a treatment plan and she wanted her mouth fixed. The

dentist wrote very detailed notes stating she needed a deep cleaning and the best treatment for the individual was to see a periodontist.

The POA agent then made an appointment to take the individual to a dental school. Notes taken from the school were that they could not take care of the severity of the problem. According to staff, the POA agent said that the doctor would charge over \$1000.00. Crosspoint inquired with the individual what she wanted, and she reportedly stated she wanted her teeth fixed, but did not want to make the POA agent mad. There was a consultation with the specialist after the recommendation to return to the periodontist. There was money in her account for her care, but it had to be approved by the POA agent. The specialist had already indicated there was some bone loss.

The periodontist examined the resident and did not charge her. According to staff, her POA agent was going to have her receive some free deep cleaning at a community college. The problem was there was an extreme amount of decay. The dentist along with periodontist stated it was not the best treatment option. Staff explained that the agent had chosen the treatment based on protecting the individual's finances. Crosspoint staff had given the individual a choice. If there was heat to be taken for their decisions, the administrator was willing to take it as per Crosspoint.

The individual had also obtained substantial services for free at Crosspoint. Crosspoint staff stated they were doing what was best for the individual to obtain independence. Even if it was not what the POA agent wanted, they had asked the individual first what her choice was and what she wanted.

Regarding the policy on visitation, staff stated visitors can come anytime. The residents have their own phones in the home. Parents or family members can drop in at any time. When asked about one of the allegations that the POA agent, who is family, had to give a 24-hour notice for visitation, staff explained that this is a treatment facility, not a shelter home. For overnight visits out of the home they ask for a little notice for orders, medications and when and where the resident is going to be. The pharmacy needs to coordinate medications. In order to do the overnights during the weekdays they are very flexible as per staff. The HRA inquired per the allegation as to why the individual was not allowed to have visitation, even after the agent provided 24-hour notice for the individual to spend a three day weekend with the agent. The response from staff was that the individual wanted to make her own decisions and her own choices for the weekend. There was a party for the residents with a live band and she had purchased a costume and chose to go to the Halloween Party at Crosspoint. The individual was consulted by staff as to what she wanted to do and has a lot of freedom living at Crosspoint.

At the follow-up site visit, the HRA was informed that no visitor should come to the facility or homes without providing prior notice to Crosspoint staff so that the visitor does not interrupt programming. This was after the HRA had previously been told that visitors can come anytime. The HRA team tried to convey the importance of unimpeded visitation and that it was a right for all of the individuals who were served by Crosspoint.

### **Record Review**

The following is a timeline based on documentation in the record of care received by the individual that would apply to the allegations:

**6/11/09** - The individual and her family member completed a power of attorney (POA) for property and health care. A copy of the document was included in the Crosspoint file.

**2/11/11** - The individual cashed a check for \$500.00 at the credit union written by the POA agent out of the individual's money. It was made out to the individual. In the memo section of the check it states deposit in Crosspoint account.

**5/27/11** - Another check for \$250.00 is cashed again by the individual. It was written by the POA agent out of the individual's money, made out to the individual. In the memo section of the check it states for the Crosspoint account.

**7/29/11** - The treatment agreement review stated that the individual receives \$20.00 per week from her agent and a bi-weekly check for working on trash crew.

**8/24/11** - A letter from Social Security stated that the POA agent was chosen as the individual's representative payee.

**9/14/11** - An antibiotic was prescribed because of the infection in the gums of the individual over 2 teeth and acetaminophen was prescribed for pain.

**9/25/11** - Another Social Security notice stated that the individual would receive \$7,222.50 as money she was due, when she applied in 5/2010. After that the individual was scheduled to receive \$642.00 per month from Social Security on the second Wednesday of October.

**9/26/11** - The individual was diagnosed with advanced periodontal disease. Penicillin is prescribed.

**9/26/11** - The POA agent completed a medication release so she could take the individual for visitation stating she is responsible for taking and administering the medications for the individual while she is on a family visit. It states that she will be financially and medically responsible for these medications, if the medications are not returned.

**10/18/11** - A diagnosis of severe periodontitis was made by a dentist who recommends referring the individual for periodontal therapy.

**10/21/11** - The POA agent completed a medication release so she could take the individual for visitation and to a dental Clinic. The individual was seen at the clinic. The dentist documented: "The patient presented for routine dental prophylaxis treatment and dental exam. After noting deep pockets during probing with some drainage concerning teeth 4, 2, and 3, further probing was stopped and the patient's dentist was called and advised as stated above. The individual was told to return to her dentist for evaluation and treatment." A second antibiotic was prescribed.

**10/26/11** - An authorization to release information to the dental clinic was completed by the individual. Per supervisor case notes, a supervisor called the clinic and found that the diagnosis was far too difficult for the clinic to handle.

**10/27/11** - Per the service report notes: "...the individual's treatment team discussed with the individual her financial budget. The team discussed differences between wants and needs...."

"The treatment team discussed with the individual if she wanted Crosspoint to become her representative payee and per the notes that was the individual's desire. A representative payee services agreement was completed with the individual."

**10/28/11** - The service report documented: "The supervisor discussed again with the individual if she wanted Crosspoint as the representative payee and the individual stated she would like to be in control of her own money. The individual was informed she would agree to pay \$30.00 per

month for representative payee services." A document completed from the Social Security Administration states the individual has selected Crosspoint Human Services to be the individual's representative payee. The individual was notified and signed the agreement.

**10/29/11** - According to service report notes: "The supervisor had been approached at a Crosspoint social gathering and was told that the POA wanted to take the individual for a visit on that same day on 10/29/11. The POA was told that residents may take preplanned scheduled overnight visits away from the group home in keeping with the individual's service plan per policy number A.11 #18." In another service report note, it was documented the individual went out to eat and shopping with staff and other individuals. She then attended the annual Halloween party. At the party she danced and mingled with other individuals and staff.

**10/31/11** - Per the service report notes, it was documented by the supervisor: "The POA called requesting to pick up the individual at 10:00 am. She explained that the individual was in class and would not be finished with classes until 3:00 PM. It would be more than acceptable to pick up the individual around 4:00 pm. The POA stated that has never been the process before and she felt that Crosspoint was being overly difficult. This supervisor stated she would be happy to copy the policy and agreements that have been signed by the individual. All this information was copied and given to the POA at 2:30 pm. There was discussion about the dental problem. The POA stated that all the dentists felt they could help the individual with deep cleaning and the supervisor pointed out that she had discussed the situation with several dentists. The POA kept interrupting and just spoke over the supervisor. The POA stated she did have an appointment at the dental clinic on 12/2/11 and the individual would be going. The supervisor stated again that several dentists have reported that the clinic cannot provide the treatment that the individual needs. The dentist at the clinic wrote that the individual should return to her dentist for evaluation and treatment. The supervisor will continue to advocate for the individual's health."

**11/01/11** - Per the service report notes: "A supervisor had taken the individual to the Social Security office for her to figure out the money situation and to give her a chance to take control of her finances. Prior to this trip the supervisor had discussed with the individual about budgets about how to best save for items she may need. The individual reviewed the documents and discussed her financial situation with the Social Security manager. At that time she stated she wanted Crosspoint to be her representative payee. She stated that she wanted to get a check each week just like other residents in the house. She stated she wanted to learn to better budget her own money, so that she could eventually live on her own. The individual signed all the papers at the Social Security office and she also signed an unofficial Crosspoint budget the same day."

**11/01/11** - Service report notes documented: "That the individual signed an official budget. Once again this supervisor reviewed the budget with the individual. At this time the individual stated she is excited to have a budget and receive checks like other residents. The individual stated she really wants her mouth and gums to be fixed by a real dentist. The supervisor will continue to help the individual become independent, and live a happy life on her own."

**11/02/11** - A home visit request was completed by the POA agent. The document stated: "Residents may take a pre-approved, scheduled visit away from the group home in keeping with the individual service plan. In order to ensure proper medication supply and to minimize disruption to programming, please arrange visits at least 24 hours prior to departure through your case manager. If departure/visit is planned for Friday after 11 AM – Monday at 8:30 AM, please request by Thursday prior." The request was for the individual to have a home visit from November 4 – November 6, 2011. It listed the goal of the visit was to relax with family. It was

received by the supervisor on 11/02/11. Nursing was notified on 11/03/11. It was circled yes for approval by staff on 11/03/11.

**11/4/11** - The service report notes documented: "The individual reported she had plans to attend church on Sunday and participate in lunch/bake sale following church services. She stated I asked my POA for \$40, but haven't received it yet. She had spoken to her POA on 11/3/11 requesting money for plans on Sunday in church."

**11/07/11** - A home visit request form was completed by the POA agent for the individual to come visit from 11/11/11 to 11/13/11. It was circled yes for approval by staff on 11/9/11.

**11/10/11** - A physician's statement documented that an initial periodontal exam was completed and the patient presents with severe periodontitis. It was recommended that 4 appointments at 1 hour each were needed. The supervisor took the individual for a periodontal exam with the periodontist. It appears that a Crosspoint staff person signed that she was the patient/parent/guardian. It was also signed by the individual.

**11/11/11** - Crosspoint sent notification to the POA agent that they would now be the individual's representative payee. A notice was sent to the agent that \$5,062.30 was due to the facility for rent, transportation and medications from January 2010 through November 2011. Crosspoint presented a monthly budget for the individual of \$642.00. The budget included \$21.00 per week for spending money, \$15.00 monthly for activities, and \$30.00 monthly for hygiene expenses. A percentage of money was saved for the individual to have money for clothing for the Fall and the Spring.

**11/14/11** - Notes documented: "The supervisor spoke with the individual's POA and to discuss her financial part of Crosspoint. The POA expressed that she was disappointed with how Crosspoint requires a 24-hour notice prior to a family visit. The supervisor tried to explain that the notice was needed to get all the medication and make sure it was properly packed. The individual's sister asked additional financial questions."

**11/17/11** - Per the service report notes it was documented: "The individual stated that the POA is upset and that the individual may be moving. Staff explained that they care about her recovery and will be supportive of her decisions and will give assistance however needed to achieve a transition. Staff explained that change is hard, but acknowledge friendships have been made. The individual stated it is what my POA wanted me to do. The individual stated that the POA told her she would have more money by leaving Crosspoint. The POA is angry that Crosspoint is the representative payee, but the individual wanted those checks that were issued by Crosspoint. The individual stated that the POA would not even allow her to use the microwave at her house. Staff acknowledged it was a difficult position for the POA, the POA loves her and is trying to care for her. Staff encouraged the individual to talk to her."

**11/18/11** - The POA agent wrote a check on behalf of the individual for \$3741.70 to reimburse Crosspoint for care they had provided up to this point. On the same date, a letter of complaint had been sent by the POA agent regarding the change of representative payee status as of 10/28/11, her denial to have visitation with the individual on 10/29/11, and a statement regarding charges incurred by the individual and the facility.

**11/21/11** - A home visit request was completed by the POA agent for the dates of 11/22/11 to 11/25/11 for Thanksgiving with family and to learn social appropriate behavior. It was circled yes for approval by staff on 11/21/11.

**11/30/11** - A home visit request form was completed by the agent for the dates of 12/2/11 for the purpose of dental therapy and socialization with family. It was circled yes for approval by staff on 11/30/11.

**12/02/11** - The POA agent signed the medication release form.

**12/18/11** - Per the physician statement, a dentist prescribed using Sensodyne as a paste on the right upper side for 10 nights and leave on all nights.

**12/24/11** - Per the service report: "The individual stated she cannot ask the POA for more money because the POA will just yell at her."

**1/07/12** - A home visit request form was completed for the date of 1/20/12. The goal of the visit was a movie and church social party. It was circled yes for approval by staff on 11/7/12

**1/27/12** - A home visit request form was completed by the POA agent for the dates of 2/1/12 until 2/05/12 for the individual to have a dental appointment and to socialize with her family; the form was approved by staff on 1/27/12.

A record of the individual's petty cash usage for the last 2 months (12/11 & 1/12) was kept at the house where the individual lived. There was evidence that the individual signed a receipt when she took out money that was held for her, as did the supervisor. When the HRA interviewed the staff and management, the HRA was told on two different occasions by staff that no money was kept for the individual except when Crosspoint was the representative payee. The HRA viewed the petty cash accounting system when the HRA team copied records from the facility and the house.

The HRA reviewed the treatment agreement completed on 11/05/10 and on 9/26/11. The HRA also reviewed the treatment agreements completed with the individual on 4/29/11, 6/29/11, 7/29/11, 8/29/11, 10/26/11, 11/26/11, 12/26/11 and 1/26/12. These agreements covered the individual's diagnosis, goals and objectives for treatment. They are all signed by the individual, but not signed by the POA agent nor did it appear from the documentation that the POA was invited to treatment meetings.

### **Policy Reviews**

The HRA reviewed the following policies:

- *A.1 24 Hour Supervised Residential, CILA and CLF Group Living Arrangements, 11/2010*
- *A. 4 Assessments, 11/2010*
- *A. 8 Protection of Resident Rights 11/2010*
- *A. 9 Normalization /Community Connections*
- *A. 11 House Rules 11/2010*
- *B. 1 Clients Rights, Rights of Persons Served, Grievance Policy, Informed Consent 1/2011*
- *B. 7 Residential Emergency Procedures 11/2010*
- *B. 12 Services to Persons Served 7/2009*
- *B. 13 Services Availability and Accessibility 7/2009*
- *B. 19 Assessment Process, 7/2009*
- *B. 25 Physician/Psychiatric Services 7/2009*
- *B. 28 Case Supervision 7/2009*
- *C. 5 Residential Treatment Agreement and Reviews 11/2010*
- *C. 7 Notification of Guardian/Family Involvement 11/2010*
- *C. 9 Petty Cash procedures in Residential programs 11/2010*



- *C.16 Family Participation 11/2010*
- *Crosspoint, Rights of Persons Served, 7/31/09*

In the policy titled *A.1 24 Hour Supervised Residential, CILA and CLF Group Living Arrangements, 11/2010*, in the section under **Services** it states: "...Additionally, services are provided to prepare for leaving care and family reintegration, independent living, or another less restrictive setting...." Under site locations of this policy it lists the name and address of the CILA and the vocational rehabilitation center.

In the policy *A. 8 Protection of Resident Rights*, in the section on Rights to External Communication part A., it states: "Persons residing in Crosspoint residential programs shall be permitted unimpeded, private and uncensored communication with persons of their choice by mail, telephone, and visitation...."

The policy *A. 11 House Rules 11/2010 B. 14-18* states: "... You are encouraged to have visitors in your home. However you are responsible for informing your visitors of the house rules and making sure your visitors do not violate house rules. Visitors who do not follow house rules will be reminded about house rules by you first, by staff person next and will be asked to leave if the staff has to intervene again. Repeated failures by visitors to follow house rules will result in the visitors being asked not to return.

All visitors must check in with staff. Visitors must not interrupt scheduled activities of the program or they will be asked to leave. There will be no overnight visitors in the group homes. Residents may take pre-planned scheduled overnight visits away from the group home in keeping with the individual service plan. Please arrange overnight visits through your case manager...."

In the *B. 1 Clients Rights, Rights of Persons Served*, it states in section 3 "You have the right to be provided services in the least restrictive environment...."

Regarding visitation and adequate and humane care section 6, it states: "...You have the right to communicate with other people in private, without obstruction or censorship by agency staff. This right includes mail, telephone calls, and visits...."

In sections 10 and 11, it states: "You have the right to participate in the development of your own individualized treatment plan. You may invite anyone of your choice to participate. You have the right to terminate treatment at any time and you shall not be denied, suspended or terminated from services or have services reduced for exercising any of your rights...."

Section 12 states: "You have the right to purchase and use the services of private physicians and other mental health and developmental disabilities professionals of your choice, which shall be documented in your service plan.

At the end of the document it lists third party agencies and states: "That you have the right to require agency staff assistance in contacting the above agencies."

The policy regarding activities completed with consumer in *C. 5 Residential Treatment Agreement and Reviews 11/2010*, states: "The goal of residential treatment agreements is to provide treatment that enhances stability, self-determination, and permanence in independent living in the community. To that end, individuals residing in Residential Programs and their guardians or family member(s) will actively participate in and provide consent to the development and implementation of an initial treatment agreement and all other assessments and treatment agreements during the course of treatment...."

During the development of the treatment agreement, the case manager will help the person and family members to understand options and alternatives, benefits, risks and consequences of treatment and how the program will assist in goal attainment.

The agreement, once completed, based upon the bio-psychosocial assessment should include the following:

1. Services to be carried out and indication of who will carry them out;
2. Goals, objectives, frequency, duration and desired outcome of treatment;
3. Consideration of unmet service and support needs;
4. The possibilities for maintaining and strengthening family relationships and the need for the support of the resident's informal social network;
5. The signature of the resident and the legal guardian;
6. Written informed consent of the individual.

The treatment agreement should be goal directed, strength-based and concerned with timely goal completion.

During the treatment agreement process, the resident and guardian are informed of available options, how the agency can support positive outcomes, and the benefits, alternatives, and risks of planned services...."

Part C. Of this section states: "Communications by mail, telephone, and visitation may be reasonably restricted only in order to protect the resident or others from harm, harassment or intimidation."

In *C. 9 Petty Cash Procedures in Residential Treatment Programs* states "...Supervisors may hold cash for persons in a locked filing cabinet at the request of the person served. A running balance will be kept on the envelope of each person served who deposits money. The Supervisor and the persons served will sign the envelope when money is deposited or withdrawn. If Crosspoint is the Representative Payee of the person served, receipts will be presented to the payee clerk weekly."

In *C. 16 Family Participation* states: "The family members of persons served in the residential program are invited and encouraged to participate in the treatment process so long as such interaction is healthy and productive with persons served...."

Since all residents are adults over the age of 18, they may opt not to maintain family contact if they so choose. With the consent of the resident, the service plan can include the maintenance and strengthening of family relationships and other support networks.

Family members may visit the residential facility at any time so long as the visit does not interfere with scheduled programming. Persons served may arrange to visit or vacation with family members...."

#### SUMMARY

Regarding **Complaint 1. There is financial exploitation of an individual receiving services**, Crosspoint did have a process for safekeeping the individual's petty cash if that individual wanted it kept by them. There was a record of the individual's petty cash usage for the last 2 months that was kept at the house where the individual lived. This would follow Crosspoint's policy in *C. 9 Petty Cash Procedures in Residential Treatment Programs* which states "...Supervisors may hold cash for persons served in a locked filing cabinet at the request of the person served. A running balance will be kept on the envelope of each person served who deposits money. The Supervisor and the persons served will sign the envelope when money is deposited or withdrawn. If Crosspoint is the Representative Payee of the person served, receipts will be presented to the payee clerk weekly." There was evidence that the individual signed when she took out money as did the supervisor. When the HRA interviewed the staff and management, the HRA was told on two different occasions that no money was kept for the individual except when Crosspoint was the representative payee. The HRA verified this information by reviewing the individual's record.

The POA agent wrote the two checks for a total of \$750.00 directly to the individual. The memo section on both checks documented that the checks were for the resident's Crosspoint account. It appeared that the individual cashed the checks rather than depositing them into her account. There were no written Crosspoint records of what happened to this money. However not all staff at Crosspoint, including the management of Crosspoint, were aware of the policy and the accounting process for safekeeping the individual's money.

Chapter 755 for Durable Powers of Attorney Act, Section 45/2-1 states: "The General Assembly recognizes that each individual has the right to appoint an agent to make property, financial, personal, and health care decisions for the individual, but that this right cannot be fully effective unless the principal may empower the agent to act throughout the principal's lifetime, including during periods of disability, and have confidence that third parties will honor the agent's authority at all times...."

The POA Act states that the principal can specify when the POA will begin and end as well as the duties and powers of the agent (755 ILCS 45/2-4) and unless the POA identifies a termination date, the POA remains in effect until the principal's death. A guardianship appointment might also impact the effectiveness of a POA. The POA can be amended or revoked by a principal who has capacity except for health care powers of attorney which can be revoked at any time by the principal. (755 ILCS 45/2-5; 45/4-6). Section 45/2-6 states that "All acts of the agent within the scope of the agency [POA document] during any period of disability, incapacity or incompetency of the principal have the same effect and inure to the benefit of and

bind the principal ... as if the principal were competent and not disabled."

It further states regarding Property in section 45/3-4 (b) for financial institution transactions: "The agent is authorized to: open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms); deposit in and withdraw from and write checks on any financial institution account or deposit; and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability...."

In section (h) regarding Social Security: "The agent is authorized to: prepare, sign and file any claim or application for Social Security, unemployment or military service benefits; sue for, settle or abandon any claims to any benefit or assistance under any federal, state, local or foreign statute or regulation; control, deposit to any account, collect, receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, local or foreign statute or regulation; and, in general, exercise all powers with respect to Social Security, unemployment, military service and governmental benefits which the principal could if present and under no disability."

Health Care Powers of Attorney are also governed by the Power of Attorney Act in Section 45/4. Section 45/4-2 stipulates that "...health care powers that may be delegated to an agent include, without limitation, all powers an individual may have to be informed and to consent to or refuse or withdraw any type of health care for the individual and all powers a parent may have to control or consent to health care for a minor child...." Section 45/4-6 states that every Health Care Power of Attorney "...may be revoked by the principal at any time, without regard to the principal's mental or physical condition...." Section 45/4-7 addresses the role of the health care provider and states, in part, that "A health care decision made by an agent in accordance with the terms of a health care agency shall be complied with by every health care provider to whom the decision is communicated, subject to the provider's right to administer treatment for the patient's comfort care or alleviation of pain; but if the provider is unwilling to comply with the agent's decision, the provider shall promptly inform the agent who shall then be responsible to make the necessary arrangements for the transfer of the patient to another provider."

Per the Mental Health Code, Section 5/2-105, regarding rights associated with money, deposits and payees, states: "A recipient of services may use his money as he chooses, unless he is a minor or prohibited from doing so under a court guardianship order. A recipient may deposit or cause to be deposited money in his name with a service provider or financial institution with the approval of the provider or financial institution. Money deposited with a service provider shall not be retained by the service provider. Any earnings attributable to a recipient's money shall accrue to him. Section 5/2-102 guarantees the service recipient's right to adequate treatment pursuant to a treatment plan with the participation of the recipient and his/her representative.

Except where a recipient has given informed consent, no service provider, nor any of its employees shall be made representative payee for his social security, pension, annuity, trust fund, or any other form of direct payment or assistance. When a recipient is discharged from a service provider, all of his money, including earnings, shall be returned to him."

The Illinois Administrative Code for CILAs (59 Ill. Adm. Code 115.120) defines "Consumer representatives' as Persons chosen by individuals and representing the interests of individuals served by an agency such as family members, guardians and advocates."

The actions of Crosspoint staff conflicts with the Code, the Power of Attorney Act and a recipient's Power of Attorney Act regarding the individual's finances. In this case staff drove the individual to the Social Security Office to make Crosspoint the representative payee for the individual's SSI, but failed to obtain the involvement and approval of the POA agent. Since the POA agent was chosen by the individual to represent her interests and the POA agent was not included in the decision to make Crosspoint the representative payee, Crosspoint's staff failed to adhere to the Code and the Act regarding the authority of the POA. The HRA notes that, as per record documentation, Crosspoint staff relied on the POA agent for other consents and thus contends that the agent's role should have been recognized with regard to the recipient's benefits. The HRA also contends that Crosspoint staff (including management), have not been adequately trained on Power of Attorney Act provisions as well as Crosspoint's own policy and procedures for safekeeping individual's personal funds. Based on the evidence **Complaint 1. There is financial exploitation of an individual receiving service is unsubstantiated, but Crosspoint's failure to adhere to the Code and the Act regarding the handling of resident finances is substantiated as a rights violation.**

**The HRA makes the following recommendations:**

- 1. Ensure that appropriate individuals are involved with decision-making consistent with resident advance directives, court orders, the Mental Health Code, the Power of Attorney Act, the Probate Act, etc.**
- 2. Ensure that agency staff are fully informed of recipients' representatives, guardians, POA agents and their authority.**
- 3. Crosspoint has an appropriate policy and procedure for handling petty cash for consumers that adheres to the Mental Health Code, but it is useless unless all staff are appropriately trained on the policy and follow the procedures set up in the policy. The HRA recommends that all staff including Crosspoint management be trained on this policy.**
- 4. When conflicts arise over decisions made involving a service recipient and his/her POA agent, address those conflicts through the treatment planning process.**
- 5. If Crosspoint staff believe that a recipient's surrogate decision maker is mishandling an individual's funds, notify the appropriate enforcement authority such as the Office of Inspector General at the Department of Human Services (OIG) at 1-800-368-1463. If Social Security funds are involved, notify the Social Security Administration.**
- 6. If a resident expresses interest in amending or revoking a POA document, refer the individual to a legal resource for assistance.**
- 7. Train staff on the role and authority of surrogate decision makers.**

The HRA also takes this opportunity to make the following suggestions:

1. When staff are aware that an individual has received a large sum of money such as the two checks totaling \$750.00 that this individual received, staff should document that they attempted to encourage the individual to take advantage of having her money kept in the lock box at the house for safekeeping. This would have allowed some accounting of what happened to the money. Even if the individual chose not to keep the money in the lock box, staff could have documented their attempts to protect the individual's money.
2. If the individual chooses to not take advantage of available options for keeping her money safe, staff should contact the person chosen by the individual to assist them in providing guidance and decision-making. In this case the individual had a specific power of attorney for her finances and the POA agent should have been contacted.

**Complaint 2. The facility impedes visitation for an individual receiving services.**

Per the Mental Health Code regarding the rights of recipients Section 5/2-103 states: "Except as provided in this Section, a recipient who resides in a mental health or developmental disabilities facility shall be permitted unimpeded, private, and uncensored communication with persons of his choice by mail, telephone and visitation...."

"(c) Unimpeded, private and uncensored communication by mail, telephone, and visitation may be reasonably restricted by the facility director only in order to protect the recipient or others from harm, harassment or intimidation, provided that notice of such restriction shall be given to all recipients upon admission...."

Per the record, the POA agent had to complete a home visit request form which granted permission from staff to visit the individual, take the individual on outings and arrange for overnight visits. The agent had to document what activities would take place, destinations and related goals. At least 24 hours advance notice was required to minimize disruption to programming although this had not been required of the agent in the past. The HRA contends that this requirement of a named agent in the recipient's Power of Attorney conflicts with the individual's right to unimpeded, private, and uncensored visitation *with the persons of their choice* as guaranteed by the Mental Health Code and impedes the agent's authority to carry out decisions on the recipient's behalf as per the recipient's POA and the POA Act. In other words, the individual, not the facility, chooses and approves visitors and contrary to the wording of the visit request form which requires staff "approval." If the agency felt that visitation needed to be restricted to protect the recipient from harm, harassment or intimidation it could have been done by completing and issuing a rights restriction. If the individual herself had chosen not to have visitation with the POA, which is the individual's decision and right, it should have been documented in the record instead of requiring a 24-hour notice for visitation to occur. Disruption to programming does not supersede the right of the individual to have unimpeded visitation. In this case visitation was impeded with the POA who the individual had trusted to make informed financial and healthcare decisions. Whenever a visitation right is impeded and in any way restricted, as in this case, the facility must complete a rights restriction notice. The HRA contends that conflicts over visitation and impact on programming or recipient disagreements should be addressed through the treatment planning process with input from the recipient and representative.

There was also discussion between the HRA and Crosspoint management regarding the right of individuals to have unimpeded visitation and management's practice that all visitors to individuals' homes should always make advance arrangements and call ahead to have visitation with individuals in their homes. The HRA again contends that this violates the Mental Health Code regarding unimpeded and uncensored visitation. Uncensored and unimpeded visitation is a means of allowing outside visitors to advocate on behalf of the individuals and authorized representatives to fulfill their roles; it also provides transparency of how staff interact with the individuals they are to serve. Based on the practice of staff approving, censoring and determining when and how visitation may occur with authorized representatives as well as the management policy of requiring advance arrangements for such visitation **substantiates** **Complaint 2. The facility impedes visitation for an individual receiving services.**

**The HRA makes the following recommendations:**

- 1. Follow the Mental Health Code regarding an individual's right to unimpeded, private, and uncensored communication with persons of his/her choice by mail, telephone and visitation.**
- 2. Complete rights restriction notices and issue them to anyone designated (405 ILCS 5/2-201) whenever a visitation or any right under the Code is restricted and be sure that all rights-related policies may amplify or expand but not restrict or limit these rights (405 ILCS 5/2-202).**
- 3. Eliminate the requirement for substitute decision makers, power of attorneys, and guardians etc.**
- 4. , to complete a home visit request form.**
- 5. Require Human Rights training to be provided to every employee at Crosspoint, including the management at Crosspoint.**
- 6. Address any visitation conflicts through the treatment planning process with the participation of the recipient and the recipient's POA agent, guardian or other recipient designated representative.**

The HRA takes this opportunity to make the following suggestions:

1. Inform the representatives of individuals in Crosspoint facilities of the need and time it takes for nursing to prepare medication to send with the individual and ask family members, guardians etc., to give the facility advance notice so that they won't have to wait for nursing to prepare medications when individuals are ready to go for home visits. Consider including this information in written materials provided to residents and representatives.
2. If the individual chooses not to see someone or have visitation, document accordingly.

**Complaint 3. Documents completed for an individual have been altered.** Upon reviewing the record, the HRA did observe that on some physicians' statements that a worker would document the date it was received or copy the physician's orders so it was legible. On 11/10/11 it appears that a Crosspoint staff person signed that she was the patient/parent/ guardian and it was also signed by the individual. It might have been more appropriate to document that she was a staff person bringing the individual for treatment. In this case there was a clear conflict between how the POA agent and how Crosspoint staff thought the individual should receive treatment for gum disease. In fairness to the staff, there was documentation that three

dentists had stated the individual needed treatment by a periodontist including the clinic dentist that the POA agent sought to provide free treatment. Crosspoint staff have the responsibility to provide adequate and humane care to the individual served. Per the Mental Health Code in 5/2-102. (a) "A recipient of services shall be provided with adequate and humane care and services in the least restrictive environment, pursuant to an individual services plan. The Plan shall be formulated and periodically reviewed with the participation of the recipient to the extent feasible and the recipient's guardian, the recipient's substitute decision maker, if any, or any other individual designated in writing by the recipient..." Per Crosspoint's own policy "...During the development of the treatment agreement, the case manager will help the person, and family members understand options and alternatives, benefits, risks and consequences of treatment and how the program will assist in goal attainment." There was no record that in the treatment plans or reviews that the POA agent was invited or involved in the treatment planning process.

From the evidence in the record it appears that staff were trying to provide adequate and humane care. The individual wanted to be treated by the periodontist which conflicted with the directives of the POA agent, who the individual had designated to represent her. The HRA did not observe any document that appeared to be altered to affect the purpose of that document. Based on the evidence **Complaint 3. Documents completed for an individual have been altered is unsubstantiated as a rights violation.**

The HRA takes this opportunity to provide some suggestions:

1. Throughout this investigation, it appears that staff wanted to do what they believed was in the best interest of the individual instead of working with the person chosen by the individual to represent her wishes in regards to health care and finances. Again, if staff believe that a POA, a guardian, or any other substitute decision is creating circumstances that could cause an individual's needs to be neglected, staff should call the OIG hotline number: **1-800-368-1463**. Per 59 Ill. Admin. Code 51.20, Neglect is defined as: "The failure of another individual to provide an adult with disabilities with, or the willful withholding from an adult with disabilities of, the necessities of life, including, but not limited to, food, clothing, shelter, or medical care."
2. Invite all substitute decision makers to treatment plan meetings and involve them in the treatment planning process. The POA agent was chosen by the individual to make informed decisions regarding healthcare on her behalf. The HRA did not see any documentation that the agent was invited to attend the last two treatment plan meetings or any of the treatment reviews.

The HRA would like to thank Crosspoint Human Services for their cooperation with this investigation.



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## **RESPONSE**

**Notice: The following page(s) contain the provider response. Due to technical requirements, some provider responses appear verbatim in retyped format.**

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REGIONAL HUMAN RIGHTS AUTHORITY

HRA CASE NO. 12-060-9006

**SERVICE PROVIDER: Crosspoint Human Services**

Pursuant to Section 23 of the Guardianship and Advocacy Act (20 ILCS 3955/1 *et seq.*), we have received the Human Rights Authority report of findings.

**IMPORTANT NOTE**

Human Rights Authority reports may be made a part of the public record. Reports voted public, along with any response you have provided and indicated you wish to be included in a public document will be posted on the Illinois Guardianship and Advocacy Commission Web Site. (Due to technical requirements, your response may be in a verbatim retyped format.) Reports are also provided to complainants and may be forwarded to regulatory agencies for their review.

We ask that the following action be taken:

- We request that our response to any recommendation/s, ~~plus any comments and/or objections~~ be included as part of the public record.
- We do not wish to include our response in the public record.
- No response is included.

*Thomas Pollock*

THOMAS POLLOCK

NAME

EXECUTIVE DIRECTOR

TITLE

2/27/13

DATE



**Complaint 1. There is financial exploitation of an individual receiving service is unsubstantiated, but Crosspoint's failure to adhere to the Code and the Act regarding the handling of resident finances is substantiated as a rights violation.**

**HRA Recommendations:**

- 1. Ensure that appropriate individuals are involved with decision-making consistent with resident advance directives, court orders, the Mental health Code, the Power of Attorney Act, the Probate Act, etc.**

Agency Response:

Appropriate individuals will be involved with decision-making consistent with resident advance directives, court orders, the Mental Health Code, the Power of Attorney Act, the Probate Act, etc.

Staff Responsible: Director of Residential, Supervisors of Residential  
Training Provided 2/21/13

- 2. Ensure that agency staff are fully informed of recipients' representatives, guardians, POA agents and their authority.**

Agency Response:

Agency staff will be fully informed of recipient's representatives, guardians, POA agents and their authority.

Staff Responsible: Director of Residential, Supervisors of Residential  
Training Provided 2/21/13

- 3. Crosspoint has an appropriate policy and procedure for handling petty cash for consumers that adheres to the Mental Health Code, but it is useless unless all staff are appropriately trained on the policy and follow the procedures set up in the policy. The HRA recommends that all staff including Crosspoint management be trained on this policy.**

Agency Response:

All staff will be trained on the policy and follow the procedures set up regarding handling cash money in the residential homes.

Staff Responsible: Director of Residential, Supervisors of Residential  
Training Provided on Managerial Procedure C.9 – Petty Cash Procedure in Residential Programs,  
2/25/13

- 4. When conflicts arise over decisions made involving a service recipient and his/her POA agent, address those conflicts through the treatment planning.**

Agency Response:

Conflicts over decisions made involving a service recipient and his/her POA agent, will be addressed through the treatment planning process.

Staff Responsible: Director of Residential, Supervisors of Residential  
Training Provided 2/21/13

- 5. If Crosspoint staff believe that a recipient's surrogate decision maker is mishandling an individual's funds, notify the appropriate enforcement authority such as the Office of Inspector General at the Department of Human Services (OIG) at 1-800-368-1463. If Social Security funds are involved, notify the Social Security Administration.**

Agency Response:

If Crosspoint staff believes that a recipient's surrogate decision maker is mishandling an individual's funds, they will notify the appropriate enforcement authority such as the Office of Inspector General or the Social Security Administration if Social Security funds are involved.

Staff Responsible: Executive Director, Director of Residential, Supervisors of Residential  
Training Provided 2/21/13

- 6. If a resident expresses interest in amending or revoking a POA document, refer the individual to a legal resource for assistance.**

Agency Response:

If a resident expresses interest in amending or revoking a POA document, the staff will refer and link the individual to a legal resource for assistance.

Staff Responsible: Director of Residential, Supervisors of Residential  
Training Provided 2/21/13

- 7. Train staff on the role and authority of surrogate decision makers.**

Agency Response:

Staff will be trained on the role and authority of surrogate decision makers.

Staff Responsible: Director of Residential, Supervisors of Residential  
Training Provided 2/21/13 and 2/25/13

**Complaint 2. The facility impedes visitation for an individual receiving services.**

**HRA Recommendations:**

- 1. Follow the Mental Health Code regarding an individual's right to unimpeded, private, and uncensored communication with persons of his/her choice by mail, telephone and visitation.**

Agency Response:

Staff will ensure and advocate for the every individual's right to unimpeded, private, and uncensored communication with persons of his/her choice by mail, telephone and visitation.

Staff Responsible: Director of Residential, Supervisors of Residential, Residential Technicians  
Training Provided 2/21/13 and 2/25/13

- 2. Complete rights restriction notices and issue them to anyone designated (405 ILCS 5/2-201) whenever a visitation or any right under the Code is restricted and be sure that all rights-related policies may amplify or expand but not restrict or limit these rights (405 ILCS 5/2-202).**

Agency Response:

Crosspoint will develop and implement policy that is consistent with the law as contained in the Illinois Mental Health and Developmental Disabilities Code, Confidentiality Act, and Health Insurance Portability and Accountability Act of 1996.

Staff Responsible: Executive Director, Director of Residential, Supervisors of Residential, Residential Technicians.

Training Provided 2/21/13 and 2/25/13

- 3. Eliminate the requirement for substitute decision makers, power of attorneys, and guardians etc., to complete a home visit request form.**

Agency Response:

A home visit request form is not required.

Staff Responsible: Director of Residential, Supervisors of Residential

- 4. Require Human Rights training to be provided to every employee at Crosspoint, including the management at Crosspoint.**

Agency Response:

Human Rights training is a mandatory annual training for every employee at Crosspoint, including management.

Staff Responsible: Director of Human Resources, Program Directors and Supervisors

Training provided to all staff annually, last during the months of March and April, 2012; next during the months of March and April, 2013.

- 5. Address any visitation conflicts through the treatment planning process with the participation of the recipient and the recipient's POA agent, guardian or other recipient designated representative.**

Agency Response:

Visitation conflicts will be addressed through the treatment planning process with the participation of the recipient and the recipient's POA agent, guardian or other recipient designated representative.

Staff Responsible: Director of Residential, Supervisors of Residential, Residential Technicians

Training Provided 2/21/13 and 2/25/13