



FOR IMMEDIATE RELEASE

North Suburban Regional Human Rights Authority
Report of Findings
HRA #15-100-9006
Family Alliance Incorporated
Comprehensive Care Services

In October 2014, the North Suburban Regional Human Rights Authority opened an investigation of possible rights violations regarding Family Alliance, Inc. The complaint alleges that a client was discharged from the memory care program located in Woodstock, without cause. Clients receiving services at Family Alliance, Inc. are protected by the Illinois Mental Health and Developmental Disabilities Code (405 ILCS 5).

According to its web-site, Family Alliance provides a variety of healthcare services to meet the needs of the growing adult population and their families. The mission is to provide adults, caregivers and families with programs and services promoting an enhanced quality of life. The client population is adults who are experiencing mental, physical, emotional, or social challenges that are interfering with their ability to function in their community. Family Alliance is the only agency in the area that has the primary mission of enabling mature adults to remain in their home environment. The Memory Care Program is for persons experiencing memory loss and includes a day program, in-home assessments, caregiver education, mentoring, and support groups. The day program provides clients with activities based on their choice and abilities, while promoting physical and cognitive stimulation and valuable socialization with fellow clients and staff. Activities include small group and individual participation with craft projects, social activities, therapeutic music, and animal assisted and horticultural therapy. Interest areas are set up throughout the dayroom to allow for individual participation and to encourage success by incorporating Montessori philosophies into the program model. Services are provided by multidisciplinary teams composed of registered nurses, certified nursing assistants, and activity specialists, all trained in dementia care.

Method of Investigation

The HRA reviewed portions of a client's clinical record, with consent. An on-site visit was conducted in December 2014, at which time the HRA discussed the allegation with the agency's Policy and Accreditation Coordinator, the Memory Care Coordinator and the Executive Director.

Findings

According to the client's clinical record, she was diagnosed with differentiated schizophrenia at the age of 17. She began the memory care program in November 2013 and was to attend the first and third Monday of the month. She was discharged from the program in May 2014. The record contained an Agreement of Participation and Payment statement signed by the client's legal guardian that indicated that the client was to receive Scholarship funding two days a month. The client's

Individualized Treatment Plan notes that the client would participate in specific activities for the next six months. In April, progress notes documented that when the client arrived at the program on the last two Mondays she did not join the other clients, but isolated herself on a recliner. It was further documented that the client seemed extremely nervous, she darted looks between staff and other clients, and after a one-on-one (1:1) with day room staff, she appeared calmer. At this time, Family Alliance staff members discussed with the client's home staff that the program might not be appropriate as the client was showing a cognitive decline and was requiring 1:1 staff attention. The record also contained a progress note entry dated May 6th 2014, stating that the RN explained to the client's sister/legal guardian, that the client would no longer receive services for three reasons. Firstly, the client was attending via scholarship funding and those funds had diminished. Secondly, the last several weeks the client attended, she refused all opportunities to participate in programming or socialize with peers-which were the purpose of the attending Family Alliance. Thirdly, her care required 1:1 staff attention, which is an exclusionary criterion.

At the site visit, it was stated that the client began receiving services with Family Alliance in November 2013. She was scheduled to attend the day program twice per month. It was stated that the client unfortunately functionally declined during her treatment in the program and subsequently required 1:1 care with a staff member. When any client requires 1:1 staff attention, that client meets the agency criteria for discharge because the program is not equipped to handle that level of care. It was offered that the exclusionary criteria are explained upon intake to clients and their representative in the Client Rights Handbook. The client and/or representative are required to sign a consent to program terms on the Agreement of Participation form. When asked if they would have done anything different regarding the discharge of this client, it was stated that the funding source duration might now be part of the admission documentation.

The program's Admission & Termination Criteria policy states that the criteria for participation is an individual aged 50 and older; the individual exhibits signs, symptoms and associated features of mental illness and/or dementia as defined in the Diagnostic and Statistical Manual of Mental Disorders or, the individual lacks independent adaptive functioning and/or is unable to maintain community adjustment without structured intervention. The criteria for termination of individual/discharge criteria states (in part) that the client will be considered for discharge if: determination that the client's level of role functioning has improved, and it appears that improvement can be maintained or; determination that the client's level of role functioning has deteriorated to a degree where referral or transfer to a more intensive treatment is indicated, or; documentation in the client's clinical record that the client terminated participation in the program or; the client has physically deteriorated that he/she requires two staff members or one-to-one staff time to assist him/her on a permanent basis. This could include but is not limited to, assist with one or more activities of daily living such as feeding him/herself, bath rooming, incontinent of stool on a regular basis, dressing, or walking.

The handbook states that the rights and responsibilities as a client is in accordance to the Mental Health and Developmental Disabilities Confidentiality Act, Health Insurance Portability and Accountability Act, Consumer Bill of Rights and Responsibilities, Commission on Accreditation for Rehabilitation Facilities and the Joint Commission.

Conclusion

The Illinois Mental Health and Developmental Disabilities Code, Section 2-102 mandates that a recipient of services be provided with adequate and humane care and services in the least restrictive environment, pursuant to an individual services plan. The client had a services plan that indicated the services were for six months; in addition the client met the program's termination criteria. The allegation that the client was discharged from the program without cause is unsubstantiated.