



FOR IMMEDIATE RELEASE

REPORT OF FINDINGS
ROBBINS SUPPORTIVE LIVING— 17-040-9016
HUMAN RIGHTS AUTHORITY— South Suburban Region

INTRODUCTION

The South Suburban Regional Human Rights Authority (HRA), the investigative division of the Illinois Guardianship & Advocacy Commission has completed its investigation into allegations concerning Robbins Supportive Living. The complaint stated as follows: 1) the staff opened the resident's mail without his written consent and sometimes withheld his mail, and, 2) the resident is not provided with his monthly personal allowance of \$90.00 as allotted under the program. If substantiated, these allegations would violate the Illinois Administrative Code for Supportive Living Facilities (89 Ill. Admin. Code Part 146 et seq.).

Robbins Supportive Living offers adults with disabilities between the ages of 22 to 64 independent living options and daily supportive services. Located in Robbins, the 126-bed facility reportedly had about 123 residents when the complaint was discussed with the facility's staff.

METHODOLOGY

To pursue the complaint, the Facility Executive Director and the Activity Director were interviewed. The complaint was discussed with the resident and his guardian. Sections of the adult resident's record and a copy of his Guardianship Order, dated April 17th, 2005, were reviewed. This order appoints the resident's daughter as guardian over his personal care and finances. The facility provided financial documentation concerning the resident's cost of care for 2016 that was not part of the record reviewed.

COMPLAINT STATEMENT

The complaint stated that a social services staff person slipped a letter that had been opened under the resident's door and that his mail is sometimes withheld. For example, it was reported that the resident did not receive his check for work performed outside of the facility. He was informed by the sender that a check had been mailed twice to the facility. It was reported that the Facility Administrator told the resident that he was not entitled to the money and that the facility had cashed the check for \$170.00. Additionally, the complaint stated that the resident is not provided with his monthly personal allowance of \$90.00 because he supposedly owes the facility \$170.00. Then, he was told that he would not get his monthly allowance because a staff person had stolen money belonging to residents from the facility.

FINDINGS

Information from interviews and program policies

The HRA determined that the resident was admitted to Robbins Supportive Living Facility with diagnoses of hypertension and dementia in September of 2015. A one-year "Lease Agreement" signed by the resident documented that he would occupy a specific apartment unit within the facility under the Illinois Administrative Rules for Supportive Living Facilities (SLF). His application for admission to the facility shows that his monthly total income is \$375.00 and \$170.00 from Social Security Benefits. The resident's lease agreement documented that his income shall be used to pay for room and board and for those medical expenses that are not covered under the program. It stated that the resident may retain \$90.00 monthly of his income as personal spending money in accordance with applicable state laws. The resident agrees that "total income" shall include, but not be limited to, pension, trusts funds, Social Security Benefits, and any other income received by the resident. It includes criteria to terminate the lease agreement such as failure to pay his portion of the rent after he receives proper notice from the facility.

According to the resident's lease agreement, a services plan would be developed upon the commencement of his residency. It stated that the facility would provide assistance with activities of daily living, medication management and other services based on his services plan. Residents must be capable of self-preservation. His services plan, dated September 15th, 2015, included problem areas such as activities of daily living and cognition. For 2016, the resident's record detailed that he was seen by a community Licensed Clinical Psychologist because of increased memory loss due to dementia. The therapist documented that the resident believed that his daughter, who serves as his guardian, was stealing his social security checks and that others were financially abusing him. He wanted his daughter to be removed as his guardian and had petitioned the court concerning this matter. He voiced concerns about the lack of communication with his daughter who controlled his money and because he did not have money. On May 4th, the resident told the therapist that he does not receive his allowance timely like his peers because his daughter cannot guarantee what day she will be able to bring his money. On that same month, he showed the therapist a completed grievance form alleging that his silverware had been stolen from his apartment. He told the therapist that he had forgotten to give the grievance form to the facility.

For September, the resident told the therapist that he had received a visit from an attorney who was going to investigate his complaints such as he was not receiving his money from his daughter. He said that he did not know how the attorney had found him but was hopeful. On the 29th, the therapist wrote that the resident said that he forgot to bring his wallet when he went to a nearby store on that previous day and later remembered that he did not have any money in his wallet. He told the therapist that his peers had received their money on that previous day. And, he did not get his money but was expecting his money on that next day. He said that he was very confused about money now and was not able to remember if people were paying him. The HRA reviewed financial documentation indicating that the facility became the resident's representative payee on or around September 2016.

For November, a therapist's note indicated that the resident was looking forward to working for the election polls on the 8th. There was no documentation of any work actually performed outside of the facility or a check for \$170.00 for said work found in his record. The resident reported that he had received an eviction notice stating that he must vacate his apartment in three days. He could not find the actual notice to show to his therapist and said that his daughter told him that he was not going to be evicted from the facility. His ledger shows that his monthly total income is \$343.00 and \$170.00 from Social Security Benefits and that \$343.00

was only applied to his cost of care for September of 2016. His record contained a letter addressed "To whom it may concern" (no date) indicating that a payment plan for \$170.00 was developed because the resident had failed to pay his rent for September. According to the letter, the resident had spent his \$170.00 check for September, and he was on a payment plan from October 2016 to March 2017. The resident and his guardian were reportedly aware of the payment plan to avoid his eviction from the facility. The letter stated that the payment plan was completed in March of 2017.

The HRA reviewed the facility's receipts showing that the resident sometimes received his protected monthly \$90.00 allowance and that \$30.00 of his allowance was sometimes applied to his payment plan. According to the facility's receipts, the resident had received \$90.00 for personal allowance on October 5th, 2016. He had received \$60.00 for personal allowance and \$30.00 was applied to his payment plan on February 3rd, November 3rd, December 1st and December 30th, 2016 and March 3rd, 2017. He was given his full monthly \$90.00 allowance for April thru August of 2017. The Authority notes that the facility's letter indicated the resident's payment plan had started in November of 2016 and that the facility's staff reported that the February 3rd payment was actually applied in 2017 instead of 2016. Also, the investigation team noticed that the facility's receipts documented five payments in the amount of \$30.00 each, which totals \$150.00 applied to his payment plan. However, the facility's letter indicated that he had paid the entire \$170.00 balance as agreed under the payment plan.

For 2017, the therapist's notes continued to document increased memory loss due to dementia. It was recorded that the resident did not remember attending medical appointments and talking to his daughter although there was documentation to support this. The resident told the therapist that he had filed a grievance with the facility because people were stealing from him. On May 3rd, the therapist wrote that he had witnessed the resident getting his monthly \$90.00 personal allowance. On that next month, the resident told the therapist that his daughter was buying new cars and was going on vacation with his money. He said that he was not receiving his monthly allowance. However, the therapist wrote that this was not true. The investigation team found no documentation during the record review concerning any problems with the resident receiving his mail as stated in the complaint.

The resident's daughter, who serves as his guardian, told the HRA that she was paying the facility for his care and that he did receive his personal allowance when she was his representative payee. She said that the facility is now the resident's payee because he wanted his personal allowance on the same day that his peers received their money. However, her schedule did not allow this. According to the resident's daughter, the facility's staff were calling her to let her know when he was given his personal allowance. She said that they had stopped calling her concerning this issue, but she would like for them to start calling her again. She reported that her father told her that he did receive the money that he had earned for working for the election poll. However, his peer told her that he did receive the money in question on a debit card. Additionally, the resident's daughter said that he had received one of his social security checks that should have been given to the facility for his care. She said that her father was on a payment plan for \$170.00 because he had cashed the check and kept the money.

At the site visit, the Facility Activity Director explained that the facility's receptionist receives the mail for the facility and writes the resident's room number on the letter and places the letter in the person's mailbox. He said that each resident has a mailbox and a key. He said that packages are placed in the office and are given to residents. The resident had never told him that someone had opened his mail and that the facility had cashed his check as stated in the

complaint. The Facility Activity Director told the Authority that the resident's daughter was his representative payee and that the resident is now his payee. He said that the resident has been paying his rent since completion of his payment plan. He reported that the facility had received a call from an employee who works for a check cashing facility because a staff person had tried to cash a resident's check. He said that the staff person was arrested after the police were called.

The Facility Executive Director told the investigation team that the facility is now the resident's representative payee. She said that the facility had agreed to call the guardian to let her know that the resident had received his personal allowance when the payment plan was in effect only. She said that a staff person had stolen insurance checks for a resident's care but he did not take money from their trust fund accounts. The HRA was informed that criminal charges were not filed against the staff person and that the case is still under investigation. According to the Facility Executive Director, the resident has told her that some of his belongings were missing in his room but never mentioned that his mail was censored.

CONCLUSION

According to the 89 Illinois Administrative Code Section 146.225,

(c) Single Occupancy: Each Medicaid resident who resides in a Supportive Living Program (SLP) shall be allotted \$90.00 monthly as a deduction from his or her income as a protected amount for personal use. The SLP may charge each Medicaid resident no more than the current Social Security Income rate for a single individual less a minimum of \$90.00 for room and board charges. Any income remaining after deduction of the protected minimum of \$90.00 and room and board charges shall first be applied towards medical expenses not covered under the Department's Medical Assistance Program. Any income remaining after that shall be applied to charges for SLP services paid by the Department.

Section 146.250 (e) (5) (14) states that all residents shall have the right to have his or her privacy respected. All residents have the right to be treated at all times with courtesy, respect and full recognition of personal dignity and individuality.

According to termination criteria under the Section 146.255,

d) A resident may be involuntarily discharged only if one or more of the following occurs: 1) The resident poses an immediate threat to self or others, 2) The resident needs mental health services, 3) The resident has breached his or her contract, 4) The SLF has had its certification terminated, suspended, not renewed, or has voluntarily surrendered its certification, 5) The SLF cannot meet the resident's needs with available support services, 6) The resident has received proper notice of failure to pay from the SLF, or 7) The resident exceeds the SLF's policy for what constitutes a temporary absence from the SLF.

The resident's lease agreement states the same as Sections 146.250 (e) (5) and 146.255 (d).

The Authority cannot substantiate complaints stating that the staff opened the resident's mail without his written consent and sometimes withheld his mail. The investigation revealed

that the resident had extreme problems with his memory due to dementia. His record detailed that he believed that his daughter and others were stealing from him. The HRA found no documentation during the record review concerning any problems with his mail. A facility's staff person told the HRA that residents' personal mail is placed in their mail boxes and that each of them have a key. Also, the investigation team found no evidence that the facility had cashed the resident's check that was allegedly mailed to him for work performed outside of the facility as stated in the complaint. It is unclear whether or not the resident had actually engaged in work for monetary gain outside of the facility. The Authority requested a copy of the facility's policy concerning resident mail and was informed that this issue is covered in the resident's lease agreement. However, this was not found. No violations of Section 146.250 (e) (5) (14) and the facility's rights statement regarding privacy were found.

Additionally, the Authority cannot substantiate the complaint stating that the resident is not provided with his monthly personal allowance of \$90.00 as allotted under the program. His record contained a letter documenting that the individual and his guardian had agreed to the payment plan to avoid him being evicted from his apartment. The HRA reviewed receipts showing that he was sometimes provided with his monthly personal allowance of \$90.00 and that the facility applied five payment of \$30.00 each to his payment plan for failure to pay his rent. His guardian told the investigation team that the payment plan was needed because he had spent his check for \$170.00 that should have been applied to his cost of care at the facility. She said that she wanted the facility to start calling her again when he receives his personal allowance. According to the resident's lease agreement, he could be terminated from the Supportive Living Program for failure to his rent in full and on time. The HRA noticed that the social security check that he spent is the exact amount of the check that he was supposedly due for work performed outside of the facility. The HRA acknowledges that the entire involuntary process did not need to be completed because of the payment plan. No violations of Section 146.255 (d) and the resident's lease agreement were found.

SUGGESTIONS

1. The guardian told the Authority that she wanted the facility to start calling her again to let her know when the resident receives his personal allowance. The HRA suggests that the facility follow the guardian's directive concerning this issue.
2. Consider addressing mail arrangements in the lease or in policy.

RESPONSE

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