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HUMAN RIGHTS AUTHORITY - PEORIA REGION
REPORT OF FINDINGS

Case # 11-090-9009
Bridgeway, Inc.

INTRODUCTION

The Human Rights Authority (HRA) opened an investigation after receiving a complaint of possible rights violations at Bridgeway, Inc. Complaints alleged the following:

1. Inadequate placement of consumer. A consumer was moved from a group home to an apartment but does not have the capacity to live in the apartment.
2. Consumer was given contracts to sign that the consumer did not have the capacity to understand.
3. Inadequate communication. A member of the Interdisciplinary Team (IDT) did not receive copies of the consumer's service plan even after requesting copies and was not informed why a consumer was moved from a group home to an apartment.
4. Inadequate staffing at apartment complex.
5. Inadequate care, including consumer being given medications that the consumer cannot function on, weight gain and general health are not monitored, and no goals are set for the consumer.

If found substantiated, the allegations would violate the Mental Health and Developmental Disabilities Code (405 ILCS 5/1-100).

Bridgeway, Inc provides services to 10 Illinois and 3 Iowa counties. The agency provides programs such as: behavioral health counseling, vocational training, substance abuse, family services, and community employment. The complaints concern the Bridgeway, Inc. office in Macomb which serves 23 consumers in two apartment complexes: one a 24-hour supervised apartment, and the other a supported living apartment.

In discussing this complaint with the staff, it was discovered that the individual associated with the complaint was funded under a client and family grant while living at the apartments, which is not regulated by Department of Human Services rule 132 or 115. Also, it was explained that the apartments are 24-hour supervised apartments, but even without the regulations, the facility attempts to operate them similar to a Community Integrated Living Arrangement (CILA) which has specific requirements regarding treatment plans, goals, etc.

To investigate the allegations, HRA team members met and interviewed Bridgeway staff in the Macomb office, and examined pertinent documents regarding the case. All documents were reviewed with the guardian's written consent.

COMPLAINT STATEMENT

The complaint states that a consumer moved from a CILA home to an apartment, and in the process of transitioning to the apartments, was forced to sign papers that he did not have the capacity to understand and he subsequently lost his CILA funding because of the signed paperwork. The complaint states that the consumer can barely read and write but signed the paperwork regardless. The complaint also states that a member of the IDT was not made aware of the loss of CILA funding and the team member was never told why the consumer could be moved from the CILA to the apartment. The IDT member reportedly never received any paperwork regarding the move. The complaint also states that the placement was inadequate when a consumer was moved from a house to apartments because the consumer did not have the capacity to live on his own and needed more supervision. The complaint reports that there is inadequate staffing at the apartment complex. Allegedly, there is supposed to be 24-hour supervision at the apartment complex but a consumer continually kept getting in trouble, including an incident in which the police were called and a consumer was arrested. The complaint indicates that there was inadequate care through the facility. The complaint states that a consumer who was moved to the apartment complex was unable to cook for himself, and no cooking assistance was offered to the consumer, resulting in the consumer gaining over 100 pounds. The complaint states that there are other general health issues with a resident such as high cholesterol, weight gain, back and leg pain, headaches, and trouble sleeping. Also the consumer is reportedly over medicated and the consumer does not function on the medication that is currently being administered. The complaint also states that the consumer not being advised not to smoke. The complaint indicates that no goals are set on the consumer's service plan and the consumer needs goals to be set in order to have structure. The complaint also states that a member of the IDT did not receive copies of the consumer's service plan even after requesting copies. It was also reportedly never explained to a member of the IDT that the consumer was his own guardian and not a guardian of the state.

FINDINGS

Staff Interview (1/24/2011)

The staff started the interview by explaining that the consumer has been with Bridgeway, Inc. for 20 years. The consumer maintains his own rights and was attending Bridgeway while he was still living at home, but later moved into a CILA. The consumer was in a CILA until 2004, when it was decided to try apartment living, and the consumer moved into an apartment complex that is maintained by Bridgeway. He was in the apartment for 6 or 7 years. While at the apartment complex, the consumer started having problems with another individual which resulted in the consumer going to jail. After being in jail, and after the facility realized that the

individual was having problems with another individual, he moved back into a CILA, even though he was not CILA funded, because the staff knew that they had to separate the consumer from the other individual. As of January 2011, the consumer now has CILA funding and is currently living in a CILA, although he does not like the amount of supervision. The staff explained that the consumer has a very trusting personality and believes that everyone is his friend. Staff stated that they realized that it was not so much the consumer that was causing trouble, as it was another consumer causing trouble for him. Bridgeway moved the consumer into the CILA to separate the two consumers and also because the police suggested that they keep the two consumers apart.

The staff stated that the consumer's closest relative felt as though she was not involved with the consumer's care. The consumer would not sign a release at times to grant her information. The staff stated that for the most part, the consumer and his relative are close, but sometimes he does not want to share information. The consumer's relative would get angry at times over things like the consumer smoking but the consumer maintains his legal rights. The Bridgeway staff stated that if the consumer's relative wanted to be his guardian, then they would not block it. The staff stated that the consumer was possibly adopted at some point in his life, and the consumer's aunt had custody of the consumer at another point in his life, but now he is his own guardian.

The staff stated that, while at the apartments the consumer got in trouble for making many phone calls to friends who lived in the community. The staff stated that the consumer would often call very late, and the friends eventually called the police for the phone calls.

The staff explained that the consumers know that the apartments are the next step toward independent living and they want to move there to have their own place. The staff explained that if a consumer wants to move to the apartments, they would tour the apartment and then do an overnight stay. Then, the consumer's team would meet and discuss whether the consumer should move to the apartments or not. The staff stated that the consumers in CILAs and apartments get similar; the consumer received the same amount of staffings, goals, trainings, and oversight as when he lived at the CILA. The consumer and the Pre-Admission Screening, or PAS, agent wanted the change and the team agreed. The staff stated that the consumer was there for 6 years with no problems. They stated that the consumer only gets in trouble when other people are involved because he is easily led.

The staff stated that up until the second run-in with the police, the staff did not know a second person was involved with the situation. The second person involved was another consumer and this led to the consumer in this complaint being taken out of the apartment. The staff stated that when they discovered that there was a second consumer instigating the problem, staff members sat outside of the consumer's apartment until he was moved to a CILA. The other individual was attending the day program that the consumer was attending and stopped coming. The other individual also admitted that one of the incidents they were involved with was a lie. The staff stated that the consumer's phone calls represented initial issues of concern and then the second issue was when the consumer was accused of hitting another individual. The staff stated that the consumer slapped the other consumer's stomach, but the individual told the police that he was punched. When the police questioned the consumer involved in this complaint and asked if

he "hit" the other individual, the consumer said yes but he was talking about the slap. The consumer was arrested twice with a year and a half in between arrests.

The Bridgeway staff stated that due to the consumer's social needs the consumer will think people are his friends when they actually are not. When the staff were talking to the consumer about the hitting, they asked if they could call his relative and he signed a release so she could come and talk. They stated that the relative was recently part of the IDT but he moved so long ago that they did not remember if she was a part of the team when he moved to the apartment. The staff stated that the consumer would not have signed anything regarding CILA funding when he moved. A PAS agent comes to the meetings and advocates for the consumer. The PAS agent determines CILA funding yearly and they do assessments for the funding.

The staff stated that the consumer was on 24/7 supervision in the apartments. The agency has back-ups if someone is sick or calls in. The Bridgeway staff explained that the 9-4PM staff check apartments weekly, take consumers to medical appointments, help them with individual goals, sometimes help with showers, make sure they get off to work or volunteer jobs on time, and do medication passes. The 4-11PM staff help with goals, get people to activities, pass medication, check laundry, and complete general tasks relating to the apartments. The overnight shift is 11-7AM. The staff stated that the goals for the consumers are set on the IDT plans and the consumers obtain copies. The staff also explained that they moved the consumer into a CILA and gave him services with no funding because of his troubles but now he has CILA funding. In a phone conversation after the site visit, it was explained to the HRA that there is always one staff member at the apartments, and sometimes in the evening there are 2 or 3 staff members based on activity and availability.

The staff explained that they cannot answer for members of the IDT not receiving the IDT documents because they did not know of that occurring. They stated that asking for a copy is not part of the protocol. If on the IDT team, the agency would just send one out unless the consumer said no for some reason or there is no release for the individual on the team. They stated that they were unsure if the consumer's aunt was involved in the IDT that moved the consumer into the apartment. They did know that she was at the meeting when Bridgeway moved the consumer back to the CILA and she was aware of what was going on. They also stated that they just had a 30 day care plan meeting, that she did not attend.

The Bridgeway staff explained that even though staff is available 24/7 at the apartments, it is not the same as a CILA. The consumers have their own space and are not constantly in the apartment. They stated the consumer had activities with staff and visited a lot. The staff stated he's very social. They did state that the consumer needed help with groceries and buying healthy items. The consumer had a weight gain when he moved from the CILA to the apartment due to a medication change. The facility started looking at alternatives. They stated that the consumer has been losing weight since he moved back to the CILA. They stated that he was 245 pounds in 2005, 240 pounds in 2008, and 255 pounds in 2009. Now the consumer is 232 pounds.

The staff stated that the consumers learn cooking skills while at the CILA and the facility starts more skill learning as the consumers move up. The consumers still get life and cooking skills taught to them while at the apartment. The House Manager will assess their goals. CILA

rules set identify the process and any skill criteria that needs addressed is included in consumer goals. The staff stated that because he maintains his rights he could buy cigarettes and soda. The staff stated there is no set procedure on skill programs for cooking because people have different skill levels. There is also no procedure stating people have to be able to do certain things to move on in their living situation; if the team says they can move on, then they move. The IDT team determines the consumer's capacity to move on. The team consists of the CILA House Supervisor, the Qualified Service Provider (QSP), Apartment Manager, PAS Agent, and a family member. There is no psychiatric evaluation to determine if the consumer can move on because Bridgeway does constant assessments to evaluate consumers' abilities.

The staff stated that they are not sure if there was a dietary change when he moved but now the consumer has a dietary plan due to health reasons. They have an exercise group every morning with the staff weight room available and the apartment has an exercise bike. He rides his bike to work until the weather becomes cold. The staff stated that they cannot force him to exercise, they can only ask him to do it but they cannot force it. The consumer will sometimes play basketball or volleyball. The staff stated that the consumer did gain weight over the time he was with Bridgeway but they were not sure if there was a rapid weight gain or not. The staff also explained that the consumer was on psychotropic medications, which also causes weight gain.

The staff also explained that in an apartment, you get more of your funds. You get a set amount for groceries and the consumer gets to keep what he does not spend. This specific consumer receives $150 a week but it is portioned throughout the week.

The staff explained that the consumer did not sign anything to lose CILA funding; they automatically lose it when they move. Once the PAS agent verifies that the consumer has moved from a CILA, then CILA funding ends. The staff also explained that there is no program difference between the funding. Whenever there is a move, the PAS agent sits with them and explains it. The state did not start the PUNs list, for those with urgent needs, until 2005, and since then, the facility bends over backwards to let people know that they can lose funding. The consumer has the CILA funding back now. The agency does not provide a document that explains that they can lose funding. Now they have a case conference if someone will lose funding.

The first time police were called, the police called the staff. Staff tried to make sure that when the consumer was in the commons, where there was a phone, they would try to supervise him. Also, other apartments had land lines that he would call from. He did not have a phone in his apartment. He chooses not to have the phone due to the cost. To prevent problems, staff talked to him. Staff became aware that the other individual was involved and they talked to both of them and then tried to separate the individuals. The second time police were called it was due to the fake high five that was reported as "hitting". After that, they had someone watching the apartment and tried to keep the two consumers completely separated. They also knew that the one consumer was antagonizing the other but they could not convince law enforcement of this. They had to move the consumer who was identified as the perpetrator because of law enforcement involvement. The consumer was arrested both times the police were involved, and the PAS agent used the "assault" to secure funding for the CILA.

The staff explained that the consumer takes Tylenol for body aches and leg pain. In December the consumer took Tylenol 4 times. The consumer has a club foot, a history of a broken leg and medical bone issues because of a childhood incident. The staff did explain that the consumer will say he has a headache when he has to go to work. The staff explained that he is lethargic because he is not very active. He is alert even though he is taking medication. He is very alert and, when he worked, his rating was good. He does not like to work partially because of his Tourette's Syndrome. The staff also stated that he is evaluated for medication every 6 months by his primary care physician and then every 3 months for psychiatric medication.

RECORD REVIEW

In regard to the complaint that a consumer was improperly placed into an apartment, the HRA began by reviewing the consumer's Consumer Centered Plans. The HRA reviewed a case conference dated 4/6/05, which stated that the individual had been referred to a screening for living in an apartment complex and was found eligible for the move. The document also stated that the individual had completed his first overnight stay and it was successful. On the individual's second stay, which was an extended visit over the weekend, he called the CILA and asked to return home. Even though he asked to come home, he still wanted to move into the apartment and they did move him in. On the individual's program plan, dated 11/3/04, prior to the move, it is stated that "I did visit the [apartment name] last week. I liked them a lot and want to move there. My team talked to me about what I would need to do to be ready to move but I said I am ready now. My team has referred me for screening for the apartments." Neither document indicates the amount of supervision the individual would need while in the apartment. The program plan does indicate that the individual can stay at his CILA house for two hours alone and also can spend some limited time in the community by himself.

The case conference summary also indicates that the individual's move-in date was 4/13/2005. In a case management note that is part of the individual's consumer centered plan, it states that the consumer "… has been on probation for phone harassment and will go to court [Date of court appearance] to determine, if anything [sic], will happen to [Consumer's name]." This document was dated 10/15/2009, which indicates that the individual lived in the apartment roughly 4 years before any incident occurred.

The HRA also reviewed a Resident Assessment Tool for independent living skills dated 11/1/2006, which was after the move into the apartments. The tool is completed by an evaluator, and is divided into sections such as takes prescription medication independently, general housekeeping, use of kitchen appliances, to name a few. There are statements under each section that are given a score 1-4. For example, under "Use of Kitchen Utensils" there are the questions regarding skills such as "Demonstrates use of manual can opener" and "Uses cutting board," The statements are scored and each section is given an overall score and is shown by the best possible score. The consumer scored fairly high in each section, for example in Personal Identification Information, he scored 35 out of a possible 40. In taking prescription medication independently, the consumer scored 44 out of 44. The most the individual varied in independent living scores was by only 5 points. The individual was also assessed in economic self sufficiency (where his lowest score was 8 out of 20 for banking), and community integration (where his lowest score

was 20 out of 32 for leisure/recreation). Other than the low scores, the other scores were very much like the ones described in the independent living skills. The HRA also reviewed another assessment by the facility that was not titled. The assessment mostly dealt with the health of the consumer, but it also stated that he is independent in skills such as bathing, dressing, grooming, etc. The HRA reviewed a Specific Level of Functioning Assessment, given 11/1/2006, which was again after the move, provided by the Illinois Department of Human Services (this form has since been repealed) which indicates that the individual's functioning levels are good, although there is no overall score or written assessment about the individual. The HRA also reviewed the individual's Inventory for Client and Agency Planning (ICAP), dated 10/30/2005, which scored the consumer at an 8, indicating his need for assistance with "limited personal care and/or regular supervision."

The HRA reviewed a document titled "Admissions, Transitioning, and Intake" which indicates that, when someone is referred for a placement in an apartment, the individual goes through a screening interview with the staff that will be providing the services, takes a tour of the residence, and then a date to determine the possibility of placement is established. Following that, there is some documentation regarding HUD applications; the final step states "If the individual needs a different level of supervision after admission, every effort will be made to provide the services needed."

The HRA viewed an Individual Program Plan dated 5/3/05, before the individual moved into the apartments and was residing at a CILA home, which states, that the individual has limited independent access to the community currently due to an incident that the consumer had in the community. The plan also states that the consumer can stay at the CILA house up to 2 hours alone.

Another Consumer Centered Plan dated 11/2/05, also states that the consumer receives 2 hours of independent community access. Within the plan, there is no mention of supervision needed while at the apartments. Both discuss the consumer moving to the apartments and steps being taken to see if the consumer qualifies to live in the apartment.

In regard to the complaint that the consumer was given contracts to sign that the consumer did not have the capacity to understand, the HRA reviewed the Service Termination Approval Request form which is to be used to terminate CILA and fee-for-service individual supports. The form explains that the consumer is terminated from the CILA to another program with the current provider. The document states that the supervised apartment, which the consumer is moving into, is funded by program 160. The document includes the consumer's name and information but the document is not signed by the consumer but rather by the PAS agent and Bridgeway, Inc. (The dates signed are 5/3/2005 and 5/4/2005). The HRA did not see evidence of a document signed by the consumer regarding the move from the CILA to the apartment and found no documentation explaining that CILA funding would be lost.

In regard to the complaint that there was inadequate communication with a member of the IDT, the HRA reviewed a Consumer Centered Plan, dated, 11/2/2005, which states all the members of the consumer's interdisciplinary team and the individual named in the complaint as IDT participants but the relative was not listed. Another individual program plan, dated 5/3/05,

did not have a list of IDT members. In another document titled Multi-Service Progress Note, dated 10/15/2009, the IDT list is also named and the individual is also not on that list. In reviewing staffing sign-off sheets, the individual is shown as participating in at least three staffings on 5/1/06, 4/20/09, and 10/15/09. In another Multi-Service Progress Note, dated 7/2/2010, it is summarized that the individual who did not receive IDT documents was there for a discussion regarding the incident in which the individual had behaviors, as well as another Progress Note on 8/2/2010. On the consumer's most recent plan, dated 10/8/2010, the individual is named as part of the team. So, according to the documentation reviewed, the relative was not a member of the IDT until the most recent IDT meeting.

Concerning the complaint that there was inadequate care for an individual, the HRA reviewed psychiatric notes for the consumer, which are done roughly every 2 or 3 months since 3/3/2009. Notes on 6/2/2009, 3/2/2010 and 11/2/2010, all state that there are no side effects from the consumer's medicines. The notes indicate the consumer's energy is satisfactory throughout that period of time. The notes indicate that the individual has been monitored regarding mood, energy, concentration, anxiety, memory and temper during the time period and nothing caused a concern or change in medication. There are talks through the notes about specific instances of behaviors in the consumer's life and also that the consumer is having trouble sleeping as well as other milestones but none forced a change in medication. On the psychiatric note dated 8/3/10 it states "He [consumer] has lost about seven pounds because he was staying with his mother for a while and did not have access to all of the sugared drinks that he usually has access to."

In regard to the weight gain and general health, the HRA began by reviewing a physician's order regarding the consumer, dated 9/3/10, which reads that the consumer is functioning fine on current medications and to continue the current medications. A 3/2/09 annual examination reports that the consumer should exercise, and another physician's order on 9/2/09 states that the consumer's physician encouraged a proper diet and encouraged the consumer to quit smoking. The HRA also reviewed another assessment, dated 5/6/2005 which states that the individual "needs reminders about personal hygiene." The assessment refers to other physical issues with the individual including a foot fungus and an ingrown toenail. The assessment covers the consumer's circulation, neurology, behavior, sensory perception, abdomen, elimination, oral/dental, respiratory, and nutrition. The nutrition on the 2005 document states that the individual is on a reduced calorie, low fat/low sugar diet and that the individual is "about 50 lbs over weight." The assessment also states that the individual "has gained 15 lbs in past year and his triglycerides have increased month by month. He takes his medication but has no control of what he eats or drinks."

The facility also provided documentation of the consumer's vitals being checked every 7 days. The HRA viewed charts from June 2010 through December 2010. On each 7 day check, the facility documented the consumer's weight, which was 257 on the first check in June 2010 and ended as 232 in December 2010 (259 was the highest weight on the second vitals check in June 2010). The other items that are checked are blood pressure, temperature, pulse and height. The HRA was also provided with the consumer's medical administration record which indicates every time the individual took his prescription medication as well as PRNs (as needed medications). Also, in the consumer's plan dated 10/15/2009 through 4/13/2010, it states that

staff will assist the consumer in reviewing his shopping list and monitor the consumer for all known medication side effects. That same plan stated that the consumer's physician, on 9/2/09, said that the consumer is obese and needs to eat a proper diet as well as quit smoking.

In a consumer centered plan overview, dated 10/15/2009, it reads "[Consumer] steals from other consumers either taking money to buy cigarettes or taking soda and snack items." It also reads "[Consumer] also requests that staff keep his laundry money in the office so that he does not spend it on soda rather than doing his laundry." The same plan reads that the consumer has "Health concerns due to being overweight" and has high cholesterol but has independent eating skills.

Also, on the consumer centered plan, dated 11/2/2005, it states that the consumer has had goals to pack a healthy lunch, which was met in October and make a healthy snack, which is still unmet. The plan states that the consumer suffers from obesity and that he needs help with cooking and nutrition. One of the staff supports from that plan states "Staff will assist me in planning healthy menus and to eat more healthy foods, and check my lunch." In the same plan, the HRA saw goals on the consumer centered plan's progress notes that they reviewed dealing with actions such as writing out a grocery list, packing medication planners and taking medication independently, learning phone numbers, improving reading, and writing checks. On the most recent treatment plan, dated 10/8/2010 - 4/6/2011, there are goals dealing with social functioning, meeting basic needs, freedom from financial concerns, and resuming education. The goals have objectives which are tasks set up to help achieve the goals.

Also, in regard to the placement and the financial aspects of the complaint, the HRA reviewed a document titled "Admissions, Transitioning, and Intake." In that document, under a section titled "Apartment" it states that there are screening interviews that are done by the staff that will be providing services. The document states that "During the screening interview, basic personal and medical history, in addition to the desire for residential services/supports and financial information are discussed." This passage indicates that finances are discussed and that there is a screening interview prior to the consumer moving into the apartment.

MANDATES

Because of the funding mechanism, the client in this case is not regulated by Illinois Department of Human Services (DHS) Rule 132 or DHS Rule 115, but is regulated by the Mental Health and Developmental Disabilities Code. The Mental Health and Developmental Disabilities Codes states that "No recipient of services shall be deprived of any rights, benefits, or privileges guaranteed by law, the Constitution of the State of Illinois, or the Constitution of the United States solely on account of the receipt of such services" (405 ILCS 5/2-100). "No recipient of services shall be presumed legally disabled, nor shall such person be held legally disabled except as determined by a court" (405 ILCS 5/2-101). The Code also states that "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" (405 ILCS 5/2-102) and that "Every recipient of services in a mental health or developmental disability facility shall be free from abuse and neglect" (405 ILCS 5/2-112).

CONCLUSION

Complaint #1 - Inadequate placement of consumer. A consumer was moved from a group home to an apartment but does not have the capacity to live in the apartment.

The complaint states that a consumer was inadequately placed in an apartment that he did not have the capacity to live in and that the consumer needed more supervision. During the staff interview, it was stated that the consumer had lived in the apartment for 6 or 7 years and it was only towards the end of the consumer's stay when he got into trouble (In reviewing the documentation the consumer lived roughly 4 years without an incident). The staff also explained that the trouble was caused by another consumer taking advantage of the individual and they did not believe that it was the individual himself who was at fault. The staff explained that the apartment is staffed 24/7, and has many of the same elements as a CILA, such as same amount of treatment, staffings, goals, trainings, etc. but the consumers do have more freedom because they have their own space and are not constantly in the apartment. The staff also explained that there are steps taken if a consumer wants to move into an apartment such as overnight stays and evaluations to see if they are capable of moving into the apartments. The HRA reviewed documentation such as the consumer's plans, which stated that the individual met evaluation criteria to secure an apartment and stayed at the apartments. However the evaluation was done after the consumer had moved. The HRA also reviewed an evaluation which indicated that the consumer had the capacity to live in the apartment, and given that he maintains his rights, the choice of where to live is his. Due to the fact that the individual did live in the apartments for 4 years with no incidents, and the HRA found no other evidence that the individual does not have the capacity to live in an apartment, the HRA finds this complaint **unsubstantiated** but offers the following **suggestion:**

- The staff stated that the individual is not currently happy with the level of the supervision that he is currently experiencing and, according to the staff and documentation, the individual was doing well in the apartment environment; the exception being his run-in with a peer. The HRA suggests the facility review the current placement of the consumer to evaluate whether he can be transitioned back into the less restrictive environment in which he thrived in for many years.

Complaint #2 - Consumer was given contracts to sign that the consumer did not have the capacity to understand.

The complaint states that the consumer was given documents to sign that made him lose his CILA funding and the consumer does not have the capacity to understand the documents that he signed. The Bridgeway staff stated that the consumer was not given any documents and, once you leave the CILA, you lose the funding once the PAS agent verifies that the consumer has left the CILA. The staff explained that whenever there is a move, the PAS agent sits with the individuals involved and explains the funding. The facility explained that they do not provide a document explaining that they will lose the funding but now they have a case conference if someone loses the funding. The HRA did not see any evidence of documents signed by the

consumer which indicated that he would lose funding but the HRA did review a Termination Approval Request form which indicates that the individual would be terminated from the CILA to move into a supervised apartment, which is funded through program 160. The HRA also reviewed the DHS Code 115 which does not indicate that documents need to be signed by the consumer (59 Il Admin Code 115.230). Due to the fact that there is no evidence that the consumer signed documentation that would cause him to lose CILA funding, the HRA finds this complaint **unsubstantiated** but offers the following suggestion:

- The facility staff stated that they have no documentation that they give consumers explaining the loss of CILA funding, which could be a major part of the decision making on whether or not to move forward to a less restrictive environment for the consumer or guardian. The HRA strongly suggests that Bridgeway document that the process of losing CILA funding has been explained to the consumer/decision maker and they understood the process before the funding is lost.

Complaint #3 - Inadequate communication. Member of the IDT planning team did not receive copies of the consumer's IDT even after requesting copies and was not informed why a consumer was moved from a group home to an apartment

The complaint states that an individual who was part of the IDT was not given copies of the IDT plan and was not told why a consumer was moved from a CILA house to apartments. The staff explained that the consumer maintains his rights and sometimes he will let a certain relative participate in decisions, but other times he does not want the person to participate. The staff explained because he is his own guardian, then they follow his wishes. The staff also stated that they cannot answer for the specific complaint about IDT members not receiving documents because they did not know if that is occurring. The staff stated that asking for a copy is not a part of the protocol, but rather team members automatically are sent a copy. The staff stated that they were unsure to whether the relative was part of the IDT team that decided to move the individual from the house to the apartment. The HRA reviewed a care plan from 11/2/2005 and a Progress Note from 10/15/2009 which identify the members of the IDT team and this individual was not listed. The staffing sign-in sheets also showed that the relative did attend at least three staffings. It was not until the most recent IDT that it was stated that the individual was part of the IDT team. Also, there is no indication that the relative was on the IDT team during the time that the IDT team was discussing moving the consumer to the apartments, negating the need to send the relative a copy of the IDT or explaining why the consumer was moving. Due to the fact that there was no evidence indicating whether or not the individual received the IDT, and the fact that the individual was not a part of the IDT team until the most recent team meeting, the HRA finds this complaint **unsubstantiated** but offers the following suggestions:

- There seems to be a gap in communication between the facility and the consumer's relative regarding what constitutes being a part of the IDT team. The HRA suggests clearly documenting who is involved in the IDT and who is not. Ensure that the consumer's wishes regarding another individual's participation on the IDT are followed.

Complaint #4 - Inadequate staffing at apartment complex

The complaint states that there is inadequate staffing at the apartment complex. The complaint alleges that there is supposed to be 24-hour supervision at the apartment complex but the consumer continually got into trouble. The Bridgeway staff stated that the facility is staffed with 24-hour supervision and there are sometimes even 2 or 3 staff members there in the evening due to activities and staff availability. The staff did state that even though the apartments are staffed 24/7; the supervision is not the same as at a CILA house. The consumers have their own space and are not constantly in the apartment. Because the funding mechanism does not fall under DHS Rule 115 or DHS Rule 132, the apartment, for this consumer, are not regulated by either program, and there are no requirements regarding staffing. The staff did indicate that, even with no regulation, they attempt to run the apartments much like a CILA house. Also, as stated above, the consumer lived in the apartment for a number of years without an incidence. Due to the fact that there are no regulations on staffing for the apartments, and because the consumer lived in the apartments with no incidents for a number of years, the HRA finds this complaint **unsubstantiated** but offers the following suggestions:

- The HRA is concerned with the limited documentation of supervision in the transition between the CILA and the apartment for the consumer. The DHS rule 115 states that when an individual is deemed ready to enter a less restrictive environment, the time frame and transition should be documented (59 Il admin Code 115.230). The move-in date, evaluation, etc. are lightly documented but not in great detail. In IDTs prior to the individual moving, it is stated that the individual is only allowed two hours of time alone and 2 hours of time in the community, but suddenly the consumer is moving into an apartment which is a less restrictive environment. The HRA saw no documentation that addressed the fact that the individual was only allowed limited time alone but then stepped into a situation that is a higher level of independence. This statement is being made with the full understanding that the HRA are not counselors and did not participate in the evaluation of the consumer to move into the apartment, and the move turned out to be a situation that suited the individual for years, but the HRA does suggest that the individual's documentation and record should reflect detailed aspects of the transition so that there is no question as to why the consumer should be living in a given arrangement. The fault seems to lie in the documentation and less with the actual promotion of the individual to a new living situation. Based on this, the HRA suggests that Bridgeway review their IDT and consumer record documentation policy and adjust the amount of documentation needed.

Complaint #5 - Inadequate care, including consumer being given medications that the consumer cannot function on, weight gain and general health are not monitored, and no goals are set for the consumer.

The complaint states that there was inadequate care of an individual staying in an apartment. The complaint states that a consumer who was moved to the apartment complex was unable to cook for himself and he had no cooking assistance, which resulted in weight gain. The complaint states that there are other general health issues such as high cholesterol, weight gain, back and leg pain, headaches, trouble sleeping, and is over medicated with medication that impacted the consumer's functioning. Another complaint states that no one is informing the

consumer not to smoke. The complaint also states that no goals are set on the consumer's plan. The HRA reviewed psychiatric notes that were completed every 2 or 3 months since 3/3/2009. Three of the notes state that there are no side effects from medicine that the consumer is taking and that the consumer's energy is satisfactory. The notes indicated that many aspects of the consumer's life were being monitored during that time In reviewing other documentation, there is indication that there is documentation stating that the consumer's weight is being addressed and it is stated that the consumer does need to loose weight. As far as goals being set for the consumer, the HRA reviewed the most recent treatment plan, and previous treatment plans, where it indicated that there were goals for the individual. Due to the fact that the facility monitored medications, weight gain, general health, and set goals for the consumer, the HRA finds this complaint **unsubstantiated** but offers the following **suggestion**:

- There are indications that the individual has a weight problem, and this is addressed with goals such as making healthy lunches and grocery shopping for healthy food. Through the interview process, it was stated that the individual is now on a diet because of health reasons, and that the individual has lost weight, but it seems as though his weight stayed pretty consistent during his stay at the apartment. Although the weight was monitored well, the HRA is notes that the consumer did not lose needed weight until he was moved back into the CILA. The HRA suggests that the facility work with consumers to consider weight and health goals even while they are living in the apartments.

RESPONSE

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

BRIDGEWAY

August 12, 2011

Meri Tucker, Chairperson
Regional Human Rights Authority
5407 North University, Suite 7
Peoria, IL 61614

Re: Human Rights Authority Case #11-090-9009

Dear Ms. Tucker:

Bridgeway is responding to the Human Rights Authority Report of Findings in the above referenced case involving a complaint of possible rights violations. We have reviewed your extensive report and noted that there were no substantiated findings nor were there any recommendations. We have reviewed the "suggestions" and we will take them under advisement but we will not formally respond to them.

We appreciate the diligent work of the Human Rights Authority and we share your mission to ensure that the dignity and rights of persons with disabilities are preserved.

Sincerely,

Sandra L. Wood

Sandra L. Wood
Senior Vice President

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