FOR IMMEDIATE RELEASE

Egyptian Regional Human Rights Authority
Report of Findings
10-110-9025
Pathway House, Inc.
Pathway House II
August 24, 2010

The Egyptian Regional Human Rights Authority (HRA) of the Illinois Guardianship and Advocacy Commission has completed its investigation concerning Pathway House Inc., a provider of Community Integrated Living Arrangements (CILAs) at two locations. Pathway House, Inc provides a supervised, supportive living environment for adults with developmental disabilities. This report is pertinent to services at Pathway House II, which is located in Herrin. The specific allegations are as follows:

1. Residents at Pathway House II are required to sign a form authorizing the use of restrictive measures.

2. The facility has not relied on the guardian's directions/decisions pertinent to wards and in accordance with the Probate Act.

Statutes

If substantiated, the allegations would be violations of the Mental Health and Developmental Disabilities Code (Code) (405 ILCS 5/2-100(a), 405 ILCS 5/2-102(a), 5/2-103, 4 5/2-106, 5/2-107), the Illinois Administrative Code (Admin. Code) (59 Ill. Admin. Code 115.210, 115.230, and 115.250), the Community-Integrated Living Arrangements Licensure and Certification Act (210 ILCS 135/3(d), the Smoke Free Illinois Act (410 ILCS 82/10, 82/15, 82/35), and the Illinois Probate Act (Probate Act) (755 ILCS 5/11a-23).

Section 5/2-100 (a) of the Code states, "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."

Section 5/2-102(a) of the Code states, "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. The facility shall advise the recipient of his or her right to designate a family member or other individual to participate in the formulation and review of the treatment plan. In determining

whether care and services are being provided in the least restrictive environment, the facility shall consider the views of the recipient, if any, concerning the treatment being provided. The recipient's preference regarding emergency interventions under subsection (d) of Section 2-200 shall be noted in the recipient's treatment plan."

Section 5/2-103 of the Code 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."

Section 5/2-106 states, "A recipient of services may perform labor to which he consents for a service provider, if the professional responsible for overseeing the implementation of the services plan for such recipient determines that such labor would be consistent with such plan. A recipient who performs labor which is of any consequential economic benefit to a service provider shall receive wages which are commensurate with the value of the work performed, in accordance with applicable federal and state laws and regulations. A recipient may be required to perform tasks of a personal housekeeping nature without compensation. Wages earned by a recipient of services shall be considered money which he is entitled to receive pursuant to Section 2-105, and such wages shall be paid by the service provider not less than once a month."

Section 5/2-107 (a) states, "An adult recipient of services or the recipient's guardian, if the recipient is under guardianship, and the recipient's substitute decision maker, if any, must be informed of the recipient's right to refuse medication or electroconvulsive therapy. The recipient and the recipient's guardian or substitute decision maker shall be given the opportunity to refuse generally accepted mental health or developmental disability services, including but not limited to medication or electroconvulsive therapy. If such services are refused, they shall not be given unless such services are necessary to prevent the recipient from causing serious and imminent physical harm to the recipient or others and no less restrictive alternative is available. The facility director shall inform a recipient, guardian, or substitute decision maker, if any, who refuses such services of alternate services available and the risks of such alternate services, as well as the possible consequences to the recipient of refusal of such services."

Section 115.210 of the Admin.Code states, "a) An individual receiving services in a CILA shall be at least 18 years of age, have a mental disability and be in need of an array of services and a supervised living arrangement. If an agency does not have the capacity to accommodate the individual's particular type of level of disability, this does not render the individual ineligible for CILA services. b) The individual or guardian shall give informed consent to participate in a CILA, which shall be documented in the individual's record. c) The individual or guardian shall agree to participate in the development and implementation of the individual integrated services plan, which shall be indicated by the individual's or guardian's signature on the plan or a note describing why there is no such signature."

Section 115.230 of the Admin. Code states, "Agencies licensed to certify CILAs shall comprehensively address the needs of individuals through an interdisciplinary process. a)

Through the interdisciplinary process, the CST shall be responsible for preparing, revising, documenting and implementing a single individual integrated service plan of each individual. b) The following shall be included in the interdisciplinary process: 1) The individual or his or her legal guardian, or both; 2) Members of the individual's family unless the individual is not legally disabled and does not desire the involvement of the family or the family refuses to participate; 3) Significant others chosen by the individual; 4) The QMRP or the QMHP and 5) other members of the CST.

c) As needed to meet the individual's needs, the following shall be included in the interdisciplinary process: 1) Persons in addition to the CST who provide habilitation, treatment or training; and 2) Professionals who assess the individual's strengths and needs, level of functioning, presenting problems and disabilities, service needs and who assist in the design and evaluation of the individual's services plan. d) Upon the individual's entry into a CILA, the QMRP or the QMHP shall: 1) Document in the record those services being provided to the individual until an individual integrated services plan is developed; and 2) Explain all rights enumerated in Section 115.250 and document in the individual's record that this has been done.

e) The agency shall assure that each individual receives an initial assessment and reassessments that shall be documented in the individual's record and the results explained to the individual and guardian. 1) The assessments shall determine the individual's strengths and needs, level of functioning, the presenting problems and disabilities, diagnosis and the services the individual needs. 2) Assessments shall be performed by employees trained in the use of assessment instruments. 3) Through the selection of the assessment instruments and the interpretation of results, all assessments shall be sensitive to the individual's A) Racial, ethnic and cultural background; B) Chronological and developmental age; C) Visual and auditory impairments; D) Language preferences; and E) Degree of disability. 4) Initial assessment for individuals with a mental disability shall include: A) A physical and dental examination, both within the past 12 months, which shall include a medical history; B) Previous and current adherence to medication regime and the level of ability to self-administer medications or participate in self-administration of medication training program; C) A psycho-social assessment including legal status, personal and family history, a history of mental disability and related services, evaluation of possible substance abuse, and resource availability such as income entitlements, health care benefits, subsidized housing and social services. D) An assessment with form DMHDD-1215, 'Specific Level of Functioning Assessment and Physical Health Inventory,' (SLOF) for individuals with mental illness and with the Inventory for Client and Agency Planning (ICAP) (Riverside Publishing Co., 425 Spring Lake Drive, Itasca IL 60143 (1986 or Scales of Independent Behavior-Revised (SIB-R) (Riverside Publishing Co., 425 Spring Lake Drive, Itasca IL 60143 (1996) for individuals with a developmental disability; E) An educational and/or vocational assessment including level of education or specialized training, previous or current employment, and acquired vocational skills, activities or interests; F) A psychological and/or psychiatric assessment; both must be conducted for individuals with both a mental illness and a developmental disability; G) A communication screening in vision, hearing, speech, language and sign language; and H) Others as required by the individual's disability such as physical therapy, occupational therapy and activity therapy. 5) Annual reassessments for individuals with a mental disability shall include: A) A physical and dental examination including review of medications; B) A SLOF for individuals with a mental illness or ICAP or

SIB for individuals with a developmental disability; C) An annual psychiatric examination for individuals with a mental illness; D) Other initially-assessed areas, as necessary.

f) Within 30 days after an individual's entry into the CILA program, a services plan shall be developed that; 1) Is based on the assessment results; 2) Reflects the individual's or guardian's preference as indicated by a signature on the plan or staff notes indicating why there is no signature and why the individual's or guardian's preference is not reflected; 3) Identifies services and supports to be provided and by whom; and States goal and objectives. Objectives shall: A) Be measurable; B) Have timeframes for completion; and C) Have an employee assigned responsibility.

g) The individual integrated services plan shall identify the CILA site chosen with the individual's and guardian's participation and shall indicate the type and the amount of supervision provided to the individual. h) The services plan shall address goals of independence in daily living, economic self-sufficiency and community integration. i) The services plan shall include the names and titles of all employees and other persons contributing to the plan. j) The services plan shall be signed by the QMRP and the QMHP and the individual or guardian. k) The individual or guardian shall be given a copy of the services plan. l) The services plan shall become a part of the individual's record. m) At least monthly, the QMRP and QMHP shall review the services plan and shall document in the individual's record that : 1) Services are being implemented; 2) Services identified in the services plan continue to meet the individual's needs or require modification or change to better meet the individual's needs; and 3) Actions are recommended when needed.

n) The CST shall review the services plan as a part of the interdisciplinary process at least annually for individuals with developmental disabilities and semi-annually for individuals with mental illness and shall note progress or regression which might require plan amendment or modification. o) All services specified in the services plan, whether provided by an employee of the licensed agency, consultants, or sub-contractors, shall be provided by or under the supervision of a QMRP or QMHP, as appropriate, based on the individual's primary disability.

p) The provider agency must ensure that current copies of individuals' services plans are kept at the individuals' residences. The provider agency must also ensure that direct care workers (including employees, contractual persons, and host family members) are knowledgeable about the individuals' services plans, are trained in their implementation, and maintain records regarding the individuals' progress toward goals and objectives of the individual service plans.

q) Through the interdisciplinary process the CST shall be responsible for determining an individual's ability to transition from continuous supervision or support to an intermittent level of supervision or support."

Section 115.250 states, "To ensure that individuals' rights are protected and that all services provided to individuals comply with the law, agencies licensed to certify CILAs shall assure that a written statement, in a language the individual understands, is given to each individual and guardian specifying the individual's rights. All individuals enrolled in the

Medicaid DD Waiver shall be given a written copy of DHS Medicaid Home and Community-Based Services DD Waiver, Rights of Individuals. a) Employees shall inform individuals entering a CILA program of the following: 1) The rights of individuals shall be protected in accordance with Chapter II of the Code except the use of seclusion will not be permitted. 2) The right of individuals to confidentiality shall be governed by the Confidentiality Act. 3) Their rights to remain in a CILA unless the individuals voluntarily withdraw or meet the criteria set forth in Section 115.215. 4) Their right to contact the Guardianship and Advocacy Commission, Equip for Equality, Inc. the Department's Office of Inspector General, the agency's human rights committee and the Department. Employees shall offer assistance to individuals in contacting these groups giving each individual the address and telephone number of the Guardianship and Advocacy Commission, The Department's Office of Inspector General, the Department, and Equip for Equality, Inc. 5) Every individual receiving CILA services has the right to be free from abuse and neglect. 6) Individuals or guardians shall be permitted to purchase and use the services of private physicians and other mental health and developmental disabilities professionals of their choice, which shall be documented in the services plan."

210 ILCS 135/3 (d) states," 'Community-integrated living arrangement' means a living arrangement certified by a community mental health or developmental services agency under this Act where 8 or fewer recipients with mental illness or recipients with a developmental disability who reside under the supervision of the agency."

410 ILCS 82/10 (the Smoke Free Illinois Act) provides the following definitions, "'Employer' means a person, business, partnership, association, or corporation, including a municipal corporation, trust, or non-profit entity, that employs the services of one or more individual persons"

"'Place of employment' means any area under the control of a public or private employer that employees are required to enter, leave, or pass through during the course of employment, including, but not limited to entrances and exits to places of employment, including a minimum distance, as set forth in Section 70 of this Act, or 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; offices and work areas; restrooms; conference and classrooms, break rooms and cafeterias, and other business areas. A private residence or home-based business, unless used to provide licensed child care, foster care, adult care, or other similar social service care on the premises, is not a 'place of employment' <u>nor are enclosed laboratories, not open to the public, in an accredited university or government facility where the activity of smoking is exclusively conducted for the purpose of medical of scientific health related research. Rulemaking authority to implement this amendatory Act of 95th General Assembly, if any, is conditioned on the rules adopted in accordance with al provisions of the Illinois Administrative Procedure Act and all rules and procedures of the Joint Committee on administrative Rules; are purported rule not so adopted, for whatever reason, is unauthorized."</u>

"'Private residence' means the part of a structure used as a dwelling, including, without limitation: a private home, townhouse, condominium, apartment, mobile home, vacation home, cabin, or cottage. For the purpose of this definition, a hotel, motel, inn, resort, lodge, bed and

breakfast or other similar public accommodation, hospital, nursing home, or assisted living facility shall not be considered a private residence."

According to 410 ILCS 82/15, "No person shall smoke in a public place or in any place of employment or within 15 feet of any entrance to a public place or place of employment. No person may smoke in any vehicle owned, leased or operated by the State or a political subdivision of the State. An owner shall reasonably assure that smoking is prohibited in indoor public places and workplaces unless specifically exempted by Section 35 of this Act."

410 ILCS 82/35 (1) states, "Notwithstanding any other provision of this Act, smoking is allowed in the following areas: Private residences or dwelling places, except when used as a child care, adult day care or healthcare facility or any other home-based business open to the public."

According to Section 5/11a-23 (b) of the Probate Act, "Every health care provider and other person (reliant) has the right to rely on any decision or direction made by the guardian, standby guardian, or short-term guardian that is not clearly contrary to the law, to the same extent and with the same effect as thought the decision or direction has been made or given by the ward. Any person dealing with the guardian, standby guardian, or short-term guardian may presume in the absence of actual knowledge to the contrary that the acts of the guardian conform to the provisions of the law. A reliant shall not be protected if the reliant has actual knowledge that the guardian is not entitle to act or that any particular action or inaction is contrary to the provisions of the law."

Investigation Information for Allegation 1

Allegation 1: Residents at Pathway House II are required to sign a form authorizing the use of restrictive measures. To investigate the allegation, the HRA Investigation Team (Team), consisting of one member and the HRA Coordinator (Coordinator), conducted a site investigation at the facility. During the visit, the Team spoke with the House Manager/Qualified Support Professional (QSP). The Coordinator spoke with two Guardianship Representatives (Guardian I and Guardian II), a CILA provider and a consultant for another CILA provider. The Authority reviewed information from the clinical charts of three residents, facility policy pertinent to the allegation and staff training records.

I: Interviews:

A: QSP:

According to the QSP, Pathway House, Inc. opened its first eight-bed CILA (Pathway House I) in 1994, followed by opening Pathway House II in 1996. The QSP informed the Team that at the time of the site visit Pathway House II had six individuals residing at the CILA.

The QSP stated that the facility has a Human Rights Committee and a Behavior Management Committee, which meet on a quarterly basis. Each committee includes a community member, direct service provider(s), a DSP, and the facility owner. The QSP related

that she serves as the chairperson of the Behavior Management Committee, and the owner is the chairperson of the Human Rights Committee. The QSP stated that residents are informed of the facility's Grievance Policy in the Client Handbook (Handbook), which is provided upon admission to the CILA. Additionally, residents are encouraged to speak with staff and peers about their concerns at monthly client council meetings.

The QSP stated residents' rights and responsibilities are outlined in the Handbook, which is given to the resident upon admission and is reviewed on an annual basis. If the resident has a legal guardian, the guardian is also provided with the information.

The QSP stated that newly hired staff members receive extensive training, which includes information regarding residents' rights. In addition to the initial training, information concerning residents' rights is presented at monthly in-service workshops. The QSP informed the Team that facility staff members strive to provide appropriate services to residents, ensure their rights are protected and they are treated with respect and respect.

B: Guardian I:

Guardian I informed the Coordinator that she served as a Guardianship Representative for three wards who live at Pathway House II. Guardian I stated that during the annual review process she reviewed a Form entitled "House Responsibilities & Consequences" which outlined the facility's expectations of residents and the consequences if those requirements were not met. Guardian I related that the facility expected the legally competent resident or the resident's Guardian to sign the Form to signify his/her agreement for the resident to abide by the outlined requirements. Guardian I stated that she refused to sign the Form because the facility's expectations were restrictive. Guardian I informed the Coordinator that Guardian II is presently acting as Guardianship Representative of the wards at the facility.

C: Guardian II:

Guardian II informed the Coordinator that she serves as a Guardianship Representative to two residents at the facility. Guardian II stated that during the annual review for one of the wards, she was presented with the Form for review and signature to denote agreement with the outlined responsibilities/consequence for the ward. She related that she found the resident's responsibilities and the consequences of lack of adherence to be restrictive and refused to sign the Form. However, when she received a copy of information from the annual review, the ward's name was written on the signature line of the Form. Guardian II stated that the ward is unable to write; therefore she could not have signed the Form. The Form was witnessed by the Coordinator.

D: CILA Provider Administrator & CILA Provider Consultant

The Coordinator spoke via telephone with a CILA Provider, who serves as an Administrator of several CILAs in another organization, regarding smoking policies at those CILAs. The Coordinator also spoke with a Consultant from another CILA provider. The Administrator and Consultant stated that smoking is allowed in outside designated areas rather

than inside the facilities in the CILAs they represent. Both of the facility policies apply to staff as well as residents.

II: Clinical Chart Reviews:

A: Resident I:

According to a 09/24/09 Individualized Service Plan (ISP) the 36-year old legally incompetent resident was admitted to the CILA in 1997. His diagnoses were listed as follows: AXIS I: none; AXIS II: Profound Mental Retardation; and AXIS III: Blindness, Epilepsy/Seizures, Neurological Scoliosis, Static Encephalopathy, Chronic Constipation, and Hypothyroidism.

The record indicated that the resident's overall age equivalent was listed as 4 months based on Inventory for Client and Agency Planning (ICAP) testing scores on 09/05/09. Documentation indicated the audiological, physical therapy, occupational therapy, dental, physical, and nursing assessments were completed prior to the ISP formulation. Additional recordings revealed that a neurological and a social history were completed the previous year and a psychological evaluation was completed in December 2005.

The resident's preferences, strengths, abilities, needs, desired outcomes and ways of his communication were listed in the ISP. The ISP contained goals in the following areas: 1) self-administration of medication; 2) tooth brushing; 3) community integration/activities; 4) shopping; 5) physical therapy exercises; 6) use of spoon; and 7) toileting.

Documentation in the Team Summary section of the ISP indicated the following: 1) support was given to the resident in the development of advocacy skills; 2) Behavior Management and Human Rights Committee notes were reviewed by the Interdisciplinary (ID) Team; 3) The ID Team reviewed the resident's previous goals and agreed upon changes to better meet the resident's needs and the revisions in program goals would be made by the QMRP/QMRP Assistant (QMRP title has been revised to QSP); 4) Pathway House II and the workshop services are a part of the ISP; 5) The resident receives 24 hour supervision by direct support persons at the facility; 6) The resident needs assistance with all self-care tasks, independent living skills, community integration and economic self-sufficiency.

The "House Responsibilities & Consequences" Form was included in the annual ISP documents. The Form is written as follows: "1. I WILL NOT LEAVE THE HOUSE UNSUPERVISED WITHOUT TELLING STAFF AND SIGNING OUT. (THIS IS SO STAFF WILL KNOW WHERE I'M GOING). 2. WHEN I LEAVE THE HOUSE UNSUPERVISED, I WILL RETURN HOME WITHIN A REASONABLE TIME FRAME. (REASONABLE TIME FRAME WILL BE AGREED-UPON BY STAFF AND MYSELF). 3 I WILL GO TO BED, OR BE IN MY BEDROOM, NO LATER THAN 9:30 PM ON EVENINGS WHEN I HAVE TO WORK DAY SHIFT THE FOLLOWING DAY. 4. I WILL TAKE MY BATH/SHOWER IN

THE EVENING (NOT THE FOLLOWING MORNING) WHEN I HAVE TO WORK THE NEXT DAY. 5. I WILL NOT EAT OR DRINK ANYWHERE IN THE HOUSE EXCEPT THE KITCHEN. (THIS IS TO KEEP THE HOUSE CLEAN AND TO PREVENT BUGS). 6. I WILL TAKE MY SHOES OFF BEFORE PUTTING MY FEET ON FURNITURE OR MY BED. 7. I WILL NOT USE THE PHONE DURING OFFICE HOURS (M-F 8:00 AM TO 4:00 PM) UNLESS IT IS AN EMERENCY AND I HAVE PRIOR APPROVAL BY THE QMRP, QA's OR DSP ON DUTY. WHEN I MAKE A LONG DISTANCE PHONE CALL, I WILL TELL STAFF (**BEFORE CALLING)** SO STAFF CAN RECORD THE PHONE CALL IN THE PHONE LOG. IF MY LONG DISTANCE CALLS EXCEED $8.00 PER MONTH, I WILL PAY PATHWAY HOUSE THE BALANCE. WHEN I MAKE A PHONE CALL, I WILL LIMIT THE CALL TIME TO 15 MINUTES, PER CALL. I WILL ONLY MAKE OR RECEIVE 3 PHONE CALLS PER NIGHT. 8. I WILL DO ALL MY PROGRAMS AND MAINTENANCE GOALS THAT I AGREED TO DO AT MY ISP MEETING AND THESE WILL BE DONE WITHIN A REASONABLE TIME FRAME. (REASONABLE TIME FRAME WILL BE AGREED UPON BY STAFF AND MYSELF) IF I DO NOT DO MY PROGRAMS THIS WILL BE CONSIDERED A NON-COMPLIANCE BEHAVIOR AND WILL BE DOCUMENTED IN THE BEHAVIOR LOG. IF I AM ON A NON-COMPLIANCE BEHAVIOR PROGRAM THEN STAFF WILL FOLLOW THE METHOD AND PROCEDURE OF MY BEHAVIOR PLAN. 9) I WILL COMPLETE MY HYGIENE/GROOMING TASK EVERYDAY. (BATHING, TOOTH BRUSHING, SHAVING, ETC.) TO PREVENT INFECTION CONTROL AND BASIC SANITATION NEEDS. I MAY NEED HELP AND/OR REMINDERS FROM STAFF TO DO THEM. 10) I WILL PARTICIPATE IN ONE OR MORE HOUSEHOLD CHORES DAILY. I MAY NEED HELP AND/OR REMINDERS FROM STAFF TO DO THIS. 11) I WILL STAY OUT OF THE OFFICE UNLESS I AM REQUESTED TO COME IN BY QMRP OR QA's. IF I NEED TO ASK A QUESTION I WILL KNOCK ON THE OFFICE DOOR AND WAIT UNTIL I AM ASKED BY QMRP OR QA'S TO COME IN.**THIS IS A DESIGNATED SMOKING AREA AND I DO NOT NEED TO BE EXPOSED TO SECOND-HAND SMOKE. THERE IS ALSO CONFIDENTIAL INFORMATION IN THE OFFICE THAT I DO NOT NEED TO SEE, READ OR HEAR DUE TO THE HIPAA CONFIDENTIALITY LAW. 12) I WILL NOT SMOKE OR CHEW TOBACCO IN MY ROOM OR IN THE HOUSE. I WILL SMOKE AND CHEW TOBACCO IN THE DESIGNATED SMOKING AREA WHICH IS OUTSIDE UNDERNEATH THE CARPORT. I WILL DISPOSE OF ANY CIGARETTE BUTTS IN THE 'SMOKER'S OUTPOST' OR ASHTRAY AND PROPERLY DISPOSE OF MY CHEWING TOBACCO WHEN I AM DONE. 13) I WILL FOLLOW INSTRUCTIONS GIVEN TO ME BY MY PHYSICIAN AND WILL FOLLOW ANY DIET RECOMMENDED BY MY PHYSICIAN EXCEPT ON HOLIDAYS OR SPECIAL EVENTS. *****IF I DO NOT FOLLOW THESE RESPONSIBILITIES THE CONSEQUENCES OF MY ACTIONS WILL BE CONSIDERED NON-COMPLIANCE. IF I AM ON A BEHAVIOR PLAN FOR NON-COMPLAINCE THEN THE METHOD AND PROCEDURE OF MY BEHAVIOR PLAN WILL BE FOLLOWED. IF I DO NOT HAVE A BEHAVIOR PLAN FOR NON-COMPLIANCE THEN THE QMRP OR ON-CALL SUPERVISOR WILL BE NOTIFIED TO DECIDE THE CONSEQUENCES OF MY BEHAVIOR. THESE 'HOUSE RESPONSIBILITIES AND CONSEQUENCES' HAVE BEEN READ AND EXPLAINED TO ME IN AN UNDERSTANDABLE MANNER." The Form contained a line for the signature of the resident and/or guardian's and a line for documenting the date of signature.

The recipient's guardian (Guardian I) refused to sign the Form and documented the following on the Form: "This document appears to be a behavioral contract. A guardian has no authority to approve a behavioral contract." The guardian signed and dated the note on 10/02/09. However, the resident's name was printed on the line specified for signature with a line drawn through the word "signature", and the date was listed as 09/24/09. Documentation in a 09/24/08 Form indicated that the guardian had signed the Form when the 2008 ISP was completed.

The resident's record indicated that a copy of the following documents had been provided to the recipient and his guardian on a yearly basis; 1) Grievance Procedure, 2) Consent for the Use and Disclosure of Protected Health Information, 3) Rights of Individuals, 4) Summary of Consumer's Rights and Confidentiality, 5) Notice of Individual Right to Appeal, 6) Informed Consent Form and 7) a Resident Handbook, and the guardian's signature verified receipt of the documents.

B: Resident II

According to a 04/22/09 ISP, the 63-year-old resident was admitted to the residential facility in March 1997. The resident's legal status was listed as legally incompetent. The resident's diagnoses were listed as follows: AXIS I: None, AXIS II: Profound Mental Retardation, Cerebral Palsy; and AXIS III: Spasticity, PICA Behavior, Essential Hypertension, General Anxiety Disorder, Insomnia, Constipation, Seizure Disorder (controlled). According to ICAP, the resident's Adaptive Behavior Overall Age Equivalent was listed as 5 months.

According to documentation current assessments included: physical, mammogram, Pap Smear, occupational therapy, dental, nursing, audiological, physical therapy, vision, social history, swallowing evaluation and Tardive Dyskinesia screening. The record indicated that the recipient had a Flu and a Pneumonia vaccination, and Mantoux skin test.

The resident's ISP included goals in the following areas: 1) self administration of medication (take a bite of applesauce with medication with two or less hand-over-hand assistances); 2) shopping for personal items; 3) physical therapy (walking); 4) personal hygiene (washing face and hands with warm water and soap with hand over hand assistance after each meal); 5) community integration and 6) to sign the back of her rent check with hand-over-hand assistance once monthly.

Documentation indicated that the resident received the Resident Handbook on 01/26/09, and staff reviewed the information with the resident. The Handbook contained the following information: 1) introduction; 2) Pathway's philosophy; 3) general admission policies; 4) individual input policies; 5) resident's room; 6) personal possessions; 7) money and personal funds; 8) safety; 9) day programs/jobs; 10) food; 11) health care; 12) televisions/telephones; 13) activities; 14) smoking; 15) assessments; 16) individual program plans; 17) home visits and family contact; 18) confidentially and personal records; 19) staff code of ethics; 20) complaint/grievance policy; 21) rules and responsibilities and 22) conclusion.

Documentation indicated that Guardian I signed the 'House Responsibilities & Consequences Form' on 04/22/09. The record indicated that when the 04/21/10 ISP was conducted Guardian II did not sign the Form; however, Resident II's name was printed on the line designated for signature.

C: Resident III:

According to a 05/20/09 ISP, Resident III, a 22 year old male, was admitted to the facility in April 2008. His diagnoses were listed as follows: AXIS I: ADHD (Attention Deficit/Hyperactivity Disorder), General Anxiety Disorder; AXIS II: Mild Mental Retardation and AXIS III: Congenital Heart Defect ASD (Atrial Septal Defect) (Repaired 1994; Left Hip Pinning (1997); Treacher-Collins Syndrome, Hypothyrodism.

Documentation indicated that within the previous year, the following screenings/assessments had been conducted: dental, psychiatric, audiological, social history, ICAP, physical, vision, nursing, Tardive Dyskinesia and Cardiac. Additionally, The Mantoux skin test, Flu shot, and a Pneumonia shot were current.

Goals listed in the ISP included: 1) to reduce non-compliance/maladaptive behaviors; 2) to reduce self-injurious behaviors; 2) self-administration of medication; 3) tooth brushing; 4) hand washing; 5) to budget money each month to purchase needed personal items; and 6) to plan a community outing. Documentation indicated that the resident had Behavior Plans to address the maladaptive/non-compliance and the self-injurious behaviors.

The resident's record indicated that the Resident Handbook, which included the House Responsibilities & Consequences Form, had been reviewed with him on 01/26/09 and his signature verified the review. Additional documentation indicated that on 04/08/08, the resident signed the House Responsibilities & Consequences Form after the contents was explained to him by the QSP.

Documentation indicated that the Behavior Plans (Plans) were implemented to address the resident's problems of non-compliance and self injurious behaviors. The Plans were approved by the ID Team, Behavior Management Committee, the facility Human Rights Committee and the resident's guardian. Both Plans were reviewed bi-annually.

III: Clients' Facility Policy & Client Rights Manual:

A: Clients' Rights Policy

The Authority reviewed the facility's policy entitled "Clients' Rights". The Policy Statement is listed as, "It shall be the guiding principle of Pathway House to ensure that individuals served has (sic) the right to a dignified existence, self-determination, and communication with and access to persons and/or services inside and outside this agency." The

purpose was listed as, "This procedure shall serve to ensure that clients of Pathway House are informed before, or at the time of admission, and periodically thereafter, of their rights." According to the Policy, residents have the right and freedom to exercise their rights without fear of discrimination, restraint, interference, coercion or reprisal. Residents are assured all legal rights guaranteed by state and federal laws. Clients and/or legal guardians are provided with a written copy of the Clients' Rights Handbook, given the right to ask questions and have the information interpreted in an understandable language. The client and/or legal guardian must acknowledge receipt of the Clients' Rights Manual and sign to verify the receipt. Clients and/or his/her legal guardian will be informed of any changes in the Clients' Rights Manual. During their orientation and annually thereafter employees receive training regarding information in the Clients' Rights Manual. The staff members are responsible for complying with the specified mandates.

B: Clients' Rights Manual

The facility's interpreted summaries of clients' rights are listed in the Clients' Rights Manual. Residents are informed to the following rights: 1) All Rights listed in Chapter II of the Mental Health and Developmental Disabilities Code. (However, seclusion is not permitted); 2) to confidentiality governed by the Mental Health and Developmental Disabilities Confidentiality Act; 3) to remain in the CILA (unless the withdrawal is voluntarily, medical needs cannot be met, danger to self or others, transferred to another agency with client and guardian approval, no longer benefit from CILA services, or termination is approved by the Illinois Department of Human Services (DHS)); 4) to contact the Guardianship and Advocacy Commission, Equip for Equality, DHS Office of Inspector General (OIG), facility's human rights committee, and DHS...addresses and phone numbers of each agency are provided ; 5) to be free of abuse and neglect; 6) to use services of a private physician and other mental health and developmental disabilities professionals; 7) to present grievances and to appeal adverse decisions of the agency; 8) to not be denied, suspended or terminated from CILA services or have services reduced for exercising any of your rights. 9) to not be deprived of any legal rights solely on account of being a resident at the facility; 10) to manage financial affairs if desired; 11) to retain, use and wear personal property in immediate living quarters unless ordered not to do so by a physician; 12) to obtain information concerning diagnosis, medical treatment, prognosis and to participate in total care and medical treatment; 13) to inspect and copy personal records; 14) to not be subjected to experimental research of treatment without providing informed consent; 15) to refuse medical treatment unless to do would be harmful to others; 16); to be treated with consideration and respect; 17) to be permitted privacy and confidentiality during treatment and care of personal needs; 18) to be permitted unimpeded, private and uncensored communication by mail, telephone or visitation; 19) to have private visits at reasonable hours; 20) To have staff knock before entering a resident's bedroom; 21) To have all correspondence between a resident and any governmental authority forwarded or delivered without examination by facility personnel; 22) to be permitted freedom of religion; 23) To be accessible by community organizations, social service groups, legal advocates, and members of the general public at reasonable hours for personal, social, or legal reasons; 24) To be discharged after providing written notice; 25) to present grievances without threats of discharge or reprisal; 26) To be fully informed of health and medical conditions, unless medically contraindicated; 27) to provide written consent before any information is released; and 28) to be free of the use of seclusion.

IV: Staff Training

Documentation indicated that new employee orientation included the following: 1) introduction to CILA Corporation; 2) introduction to clients; 3) OIG Rule 50; 4) procedures for handling unusual incidents (sexual assault, abuse or neglect, death, physical injury, assault, missing persons, theft and criminal conduct); 5) clients' rights; 6) confidentiality; 7) safety, fire, disaster procedures; 8) behavior management interventions; 9) normalization and age appropriateness; 10) the nature and structure of the ISP; 11) development and implementation of the ISP; 12) assessment instruments; 13) screening for involuntary movements (Tardive Dyskinesia); 14) documentation and recordkeeping; 15) monitoring and regulating hot water temperature; 16) monitoring for side effects from medications; 17) signs and symptoms of illness; 18) seizure monitoring and reporting; 19) infection control and safety procedures; 20) lifting and transfer techniques; 21) hot water temperature adjustment; and 22) client interaction and leisure activities.

The record indicated monthly workshops were held during 2009. Topics included the following: 1) client rights; 2) infection control; 3) behavior management, 4) influenza; 5) occupational health; 6) nutritional foods and menus; 7) client food items and proper storage; 8) proper usage of adaptive pencil grippers; 9) lightening safety awareness; 10) Swine Flu awareness and information; 11) communication awareness; 12) client blood pressures; 13) proper wheelchair cleaning; 14) proper use of nebulizer machines; 15) client human rights policies and procedures; 16) client diet orders; 17) side effects of pain medication; 18) Tardive Dyskinesia and 19) facility policies and procedures.

According to the documentation, fire and disaster drills are conducted monthly during each shift, and in-services are conducted as needed to discuss specific client training issues.

Summary of Allegation 1:

The HRA's investigation revealed that residents at the facility are informed of their rights upon admission and at least yearly when individual ISP's are formulated. The residents are also provided with a Clients Rights Manual. Staff members receive training pertinent to clients' rights during the employee orientation process and during monthly workshops. The facility has a policy relevant to clients' rights. However, two legal guardians expressed concern that the regulations listed in the facility's "House Responsibilities and Consequences" Form were restrictive measures. Although Guardian I signed the Form in 2008, after careful examination, refused to sign when the 2009 review for one of her wards was conducted. Guardian II, who replaced Guardian I, also refused to sign the Form; however, her ward's name was written on the line designated for signature.

When the HRA reviewed information from the clinical charts of three residents who are legally incompetent, documentation indicated that the Form was reviewed with each of the residents during the ISP formulation and signatures were required. Inconsistencies regarding who signed the Form were noted during the review. Initially, the residents' Guardian (Guardian

I) signed the Form. However, it appeared that after Guardian I and Guardian II refused to sign, residents' names were printed on the signature line of the document.

The Authority expressed concerns regarding the responsibilities and consequences outlined in the Form. For instance, staff members are allowed to smoke in the office with the door closed while residents are required to smoke in the carport. According to the Smoke Free Illinois Act, no person shall smoke in a public place or place of employment or within 15 feet of any entrance. Although the CILA is the residents' home, the HRA believes that it does not meet the definition of a private residence, because it is a place of employment in a home based business open to the public. (410 ILCS 82/35 (1)) The Authority also expressed concerns that the requirements and consequences pertinent to communication issues, refusal of services, and requirement for work related activities are restrictions of recipients' rights. Therefore, the allegation that residents at Pathway House II are required to sign a form authorizing the use of restrictive measures is substantiated.

Recommendations

The following recommendations are issued:

1. The facility should adopt smoking policies that are in accordance with the Smoke Free Illinois Act and be uniformly implemented for staff as well as residents.

2. The facility should follow the Code's requirement pertinent to private personal telephone usage.

3. Residents may perform labor if the recipient consents to the labor and if the professional responsible for overseeing the implementation of the residents' ISP determines that the labor is consistent with the resident ISP and documentation should reflect the determination. The facility should ensure that any resident who performs labor which is of any consequential economic value shall receive wages which commensurate with the value of the work performed.

4. The facility should follow the Code's requirement relevant to a resident or a resident's guardian being given the opportunity to refuse generally accepted services.

5. The House Responsibilities & Consequences Form should be revised in accordance with Code and CILA requirements or discarded .

6. Maladaptive behaviors should be individually addressed in Behavior Plans consistent with Code a regulatory requirements.

7. Residents choice should be considered per CILA regulations

Comment and Suggestion

The Authority wishes to remind the facility that this is the residents' home and suggests that the facility strive to provide a home-like atmosphere. For example, in a home setting it is not uncommon for individuals who reside there to have a drink or snack while watching television.

Allegation 2: The facility has not relied on the guardian's directions/decision pertinent to wards and in accordance with the Probate Act. To investigate the allegation, the Authority reviewed all of the information obtained in the examination of allegation and additional records pertinent to the allegation. During the site visit, the Team spoke with the QSP regarding the allegation. The Coordinator spoke with Guardian I concerning the allegation, and the Team interviewed Guardian II and the QSP.

I: Residents' Records:

A: Resident I:

According to documentation, the resident's guardian's signature verified receipt of the facility Handbook, Informed Consent Form and Summary of Consumer's Rights and Confidentiality on 09/24/09. The record indicated that the guardian was involved in formulation of the resident's ISP on 09/24/09. Information regarding a resident's Right to Appeal and the facility's Grievance Procedure and the Consent for the Use and Disclosure of Protected Health Information were signed by the guardian on 09/25/09, and the Rights of Individual's Form was signed by the guardian on 09/30/09. Documentation indicated that the guardian requested a copy of the facility's Mission Statement on 10/02/09, and refused to sign the facility's House Responsibilities & Consequences Form on 10/02/09. The guardian noted on the Form the refusal and the reason for the refusal was due to the document appearing to be a behavior contract. However, the resident's name was printed on the name allotted to signature.

B. Resident II:

The resident's record indicated that the guardian had been notified of the resident's 04/22/09 ISP meeting on 04/06/09. According to documentation, the guardian attended and was involved in the resident's 04/22/09 ISP meeting. The guardian acknowledged by her signature that she had received the Handbook, Grievance Procedure, Informed Consent Form, Satisfaction Survey, Summary of Consumer's Rights & Confidentiality, Rights of Individuals, and the Right to Appeal Form. Documentation indicated that the guardian had been informed and had approved on 02/17/09 the administration of 2 125 mg capsules of Depakote twice daily. The record indicated the guardian was contacted by staff at the facility on 09/24/09 regarding consent to increase the Depakote. The guardian refused consent to increase the medication and listed that due to the resident's very low and unchanged seizure level and the appearance that Depakote

increased the resident's ammonia levels the increase was not warranted. The record indicated that the QSP contacted the resident's physician regarding the guardian's refusal and the increase was not implemented.

C. Resident III:

Documentation indicated that after the QSP explained the information in the House Responsibilities & Consequences Form the resident signed the Form on 04/08/08. The record indicated that the resident's guardian received the Handbook on 07/18/08. The Individual's Right to Appeal Form, Grievance Procedures, Informed Consent, Summary of Consumer's Right and Confidentiality Forms were signed by the guardian on 05/20/09. The Consent for the Use and Disclosure of Protected Health Information was signed by the guardian on 06/16/09.

The resident's record indicated that the guardian was notified regarding the 11/03/09 ISP meeting on 10/23/09. Documentation indicated the guardian signed the ISP, an ISP Special Program Review and a Behavior Plan on 11/03/09. The guardian signed consents for medication changes on 05/ 20/09 and 10/20/09.

II: Interviews:

A..QSP:

The QSP stated that guardians are consistently informed of ISP meetings, changes in a resident's condition, and any other pertinent information relevant to the resident. According to the QSP, a guardian's approval is obtained regarding programming issues, medication changes, medical consents, etc. Additionally, a guardian is provided with information regarding resident's rights, grievance policies and facility policies.

B...Guardian I:

Guardian I informed the Coordinator that her concern was regarding the facility's restrictive measures outlined in the House Responsibilities & Consequences Form. Guardian I informed the Coordinator that she refused sign the Form; however, the facility continued to implement the restrictive procedures outlined in the Form.

C: Guardian II;

Guardian II informed the Team that she is guardian for two wards who reside at the facility. She stated that the House Responsibilities & Consequences Form was presented to her for review and signature to signify agreement for both of the wards. Guardian II stated that she refused to sign the Form because several of the mandates were restrictive measures and detrimental to a family-type setting. Guardian II stated that when she received a copy of the Form for one of the wards, the ward's name was printed on the signature line; however, the ward is unable to write.

Summary

The Authority acknowledges the facility's efforts to inform guardians of programming, health, and medication issues. However, the directives outlined in the House Responsibilities & Consequences Form, which were considered to be restrictive by the guardian, continued to be implemented after the guardians refused to sign the Form. According to the Probate Act, a provider should rely on any decision made by the guardian to the same effect as thought the decision had been made by the ward. Therefore, the allegation that the facility has not relied on the guardian's direction/decisions pertinent to wards and in accordance with the Probate Act is substantiated.

Recommendation

1. The facility should rely on any decision made by the guardian that is not clearly contrary to the law as if the decision was made by the individual.

2. Follow CILA and Mental Health Code provisions related to guardian participation and guardian informed consent

3. Educate staff on the guardian role.

Suggestion

1. Whenever, a resident or resident's guardian refuses to sign a form, a notation documenting the refusal should be placed on the form and the reason for the refusal.

RESPONSE

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

RECEIVED 09/21/2010 09:19

PATHWAY HOUSE II
1301 N. 9th Street, PO Box 2107
Herrin, IL 62948
618-988-8237

Sept. 20, 2010

Guardian & Advocacy Commission
Pam O'Connor, Chairperson
Egyptian Regional HRC

Dear Ms. O'Connor:

Pathway House would like to thank you for the recommendations and suggestions that you have given to use. Although we have never had any known issues in the past with the House Rules and Consequences and after re-reading, I certainly can see where some statements could be seen as restrictive. This in no way was Pathway House Inc., intentions. Pathway House Inc., has addressed it's responses below to the recommendations and suggestions you have given us.

Pathway House, Inc (II) has and always has had smoking policies in place that are in accordance with DHS and the Fire Marshall and the Smoke Free Act. These policies are for both staff and clients.

Pathway House, Inc (II) has discarded the House Rules/Responsibilities and Consequences Forms and is effective as of Sept. 1, 2010, these forms are no longer used. Pathway House Inc., will refer to the Client's Rights and Client's Handbook

Clients do have access to Pathway House II telephones and had never been informed of a time limit by staff, although the old House Rules/Consequences stated a time limit. One client has a phone in his room to access as often as he likes and a telephone can be put in any and all client rooms if requested.

Pathway House Inc., does not require client's to perform labor nor does Pathway House, Inc., employee client's to perform labor. If a client's ISP includes programming that could involve labor the home would most certainly pay the client min. wage for their services.

Pathway House Inc., (II) has always and will continue to follow the guardian's request to refuse services or a client's request to refuse services. Further, Pathway House, Inc., (II) does and will continue to rely on the decision of the guardian, however, Pathway House Inc., (II) can not force the client to rely on the guardian's decision.

All Maladaptive behaviors are addressed at the client's ISP and Behavior Management Programs are implemented as requested by the IDT Team. Pathway House Inc., (II) reviews any and all inappropriate behaviors at the client's ISP and on quarterly basis by the Behavior Management Committee and Human Rights Committee.

All Clients of Pathway House Inc., and guardians are given choices as per CILA regulations.

Pathway House Inc., completed staff training on the OSG (guardian) role on 8/30/10 and will continue to educate new staff on OSG (guardian) Role.

Pathway House Inc., has implemented a form, to include notation of refusal by a client or a client's guardian to sign and the reason for refusal (see attached copy of form).

Pathway House, Inc., will no longer **print** the client's name on the client/signature line. It will be printed on the line that states Client Name only, to prevent any confusion.

If you have any questions or in need of additional information just call the above number.

Sincerely,

Debbie Anderson

Debbie Anderson, Executive Director

RECEIVED 09/21/2010 09:19

PATHWAY HOUSE, INC.
HERRIN/JOHNSTON CITY

COPY

STANDARD REFUSAL FORM

DATE: _____

CLIENT NAME: _____

FORM DESCRIPTION: _____

_____

_____

_____

DATE OF REFUSAL: _____

RATIONAL FOR CLIENT/GUARDIAN REFUSAL: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____ _____

QSP SIGNATURE DATE

_____ _____

WITNESS/TITLE DATE

Revised 8/10

RESPONSE II

PATHWAY HOUSE II
P. O. BOX 2107, 1301 N. 9TH STREET
HERRIN, ILLINOIS 62948
Phone/Fax: 618-988-8237

RECEIVED
OCT 08 2010
GUARDIANSHIP &
ADVOCACY COMMISSION
EGYPTIAN REGIONAL OFFICE

Date: Oct. 7, 2010

To: Judy Atherton, HRA Coordinator

Re: HRA: 10-110-9025

Dear Judy:

Enclosed is the revised Pathway House, Inc., Client Handbook. We have made several changes to our Client Handbook. The clients and guardians of Pathway House, Inc., will receive a copy soon with the revisions. I am also sending you a copy of our smoking policy.

I hope this will serve as clarification per our phone conversation.

If you have any questions or need additional information, please do not hesitate to contact me at the above address.

Sincerely,

Linda Horn QSP/House Manager
Debbie Anderson, Executive Dir./Owner

PATHWAY HOUSE, INCORPORATED

AREA: HEALTH AND SAFETY

SUBJECT: SMOKING POLICY

1. Smoking is not permitted within 15 feet of entrances, exits, windows that open and ventilation intakes.

2. There is no requirement for an employer to provide an outdoor shelter for smokers.

3. Staff is to smoke only in designated areas.

   a) Pathway House I, outside on the patio 15 feet away from the building.
   b) Pathway House II, outside the back door 15 feet away from the building.

4. Pathway House, Inc. will provide a smokers outpost at the designated smokers area, 15 feet away from the building.

YOUR PATHWAY HOUSE, INC. HANDBOOK

Client Name:_____

REV. 09-2010

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1. INTRODUCTION

USE YOUR HANDBOOK IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THE SERVICES YOU RECEIVE. IF YOU WISH, SOMEONE WILL READ AND TALK WITH YOU ABOUT THIS BOOK. WE WILL ALLOW YOU FREEDOM AND CHOICE OF ACTIVITIES IN YOUR LIFE. WE WANT YOU TO ENJOY GOOD HEALTH, BE SAFE, ENJOY COMMUNITY ACTIVITIES AND IMPROVE YOUR LIFE AS MUCH AS POSSIBLE.

2. OUR PHILOSOPHY

IT IS OUR MISSION TO PROVIDE QUALITY RESIDENTIAL, HABILITATIVE, AND SUPPORT SERVICES BASED UPON ASSESSMENTS. THESE ASSESSMENTS EMPHASIZE INDIVIDUAL CHOICES AND PREFERENCES, WHILE PROVIDING AN ENVIRONMENT AND LIFESTYLE AS CLOSE TO COMMUNITY NORMS AND VALUES AS POSSIBLE.

3. GENERAL ADMISSION POLICIES

THIS HOME ACCEPTS INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES. YOU MUST BE EIGHTEEN (18) YEARS OF AGE OR OLDER (UNLESS GIVEN SPECIAL PERMISSION BY A SPECIAL GROUP OF PEOPLE CALLED THE INTERDISCIPLINARY TEAM). IF YOU NEED SERVICES THAT

ARE NOT AVAILABLE THROUGH PATHWAY HOUSE, INC., YOU CAN CONTACT THE SOUTHERN ILLINOIS CASE COORDINATION SERVICES AT 200 E. SECOND ST., SUITE 1, CENTRALIA, IL, 62801; THE ILLINOIS DEPARTMENT OF REHABILITATION SERVICES, 202 E. MAIN ST., MARION, IL, 62959; AND/OR SET UP A MEETING WITH A SPECIAL TEAM.

4. INDIVIDUAL INPUT POLICY

WHILE YOU LIVE IN THIS HOME, YOU MAY BE ASKED TO OFFER IDEAS INTO SOME OF THE POLICIES AND PROCEDURES. YOU MAY BE ASKED TO SIT IN ON AN INTERVIEW TO HIRE STAFF, ATTEND A COUNCIL MEETING, AND/OR COMPLETE A SURVEY TO CHANGE OR IMPROVE YOUR LIFE. THIS IS YOUR HOME, AND WE WANT YOU TO TAKE PART IN AS MUCH AS POSSIBLE SO YOU WILL ENJOY LIVING HERE.

5. YOUR ROOM

YOU MAY HAVE YOUR OWN BEDROOM OR YOU MAY HAVE TO HAVE A ROOMMATE. YOU MAY OR MAY NOT BE ABLE TO CHOOSE YOUR OWN BEDROOM. IF YOU HAVE ANY SPECIAL NEEDS, THEY WILL BE MET FOR YOU. YOUR BEDROOM IS YOUR OWN PRIVATE SPACE. HOUSEMATES CANNOT ENTER YOUR BEDROOM WITHOUT YOUR PERMISSION. STAFF WHO WORK WITH YOU WILL ALWAYS KNOCK BEFORE THEY ENTER YOUR BEDROOM. YOUR FURNITURE WILL BE PROVIDED FOR YOU, OR YOU MAY BRING SOME OF YOUR OWN FOR YOUR ROOM. WE WILL

MAKE CERTAIN YOU HAVE CLEAN SHEETS, PILLOWS, BLANKETS, BEDSPREADS, TOWELS AND WASH CLOTHES, OR YOU MAY BUY YOUR OWN BEDSPREADS OR LINENS.

6. PERSONAL POSSESSIONS

TO MAKE SURE YOU KEEP TRACK OF YOUR OWN BELONGINGS, A LIST WILL BE KEPT. IF SOMETHING IS MISSING FROM YOUR ROOM, TELL THE STAFF SO A SEARCH CAN BEGIN. IF YOU WISH, VALUABLES WILL BE LABELED, RECORDED, AND KEPT LOCKED FOR YOU.

7. MONEY AND PERSONAL FUNDS

WE WILL ASSIST WITH YOUR MONEY MANAGEMENT. YOU WILL USE YOUR OWN PERSONAL FUNDS FOR SPENDING. WE WILL HELP YOU DECIDE WHAT YOU WANT TO BUY OR HOW YOU WANT TO PAY FOR SOMETHING. WE WILL HELP YOU KEEP AN INTEREST-BEARING PERSONAL SAVINGS ACCOUNT AND/OR CHECKING ACCOUNT. WE WILL LOCK YOUR MONEY IN A SAFE PLACE IF NEEDED. A RECORD WILL BE KEPT OF YOUR PERSONAL FUNDS ACCOUNT. WE WILL ANSWER ANY QUESTIONS ABOUT YOUR MONEY.

8. SAFETY

STAFF IS TRAINED IN FIRST-AID, CPR, AND OTHER PROGRAMS FOR YOUR SAFETY. YOU WILL BE TRAINED

MONTHLY ON WHAT TO DO DURING A FIRE, TORNADO, BAD WEATHER AND OTHER DISASTERS OR EMERGENCIES. YOU MAY RECEIVE FIRST-AID TRAINING OR GO TO SAFETY CLASSES. TOP PRIORITY IS GIVEN TO YOUR SAFETY AND WELL-BEING AS YOU LEARN NEW SKILLS AND BECOME MORE INDEPENDENT.

FOLLOWING THE CHECKLIST BELOW WILL HELP KEEP YOU SAFE.

SAFETY CHECKLIST:

__ DON'T USE THE STOVE, OVEN, AND/OR KITCHEN APPLIANCES WITHOUT SUPERVISION.

__ KEEP WALKWAYS CLEAR TO AVOID FALLS OR OTHER ACCIDENTS.

__ DON'T BLOCK WINDOWS IN CASE OF FIRE OR OTHER EMERGENCIES.

__ DON'T OVERLOAD THE ELECTRICAL OUTLETS.

__ KEEP ALL PLUGGED-IN APPLIANCES AWAY FROM WATER TO PREVENT ELECTRICAL SHOCK.

__ SELF-MEDICATION SHOULD ONLY BE DONE WITH THE NURSE OR MEDICATION PASSER.

__ APPLY SUNSCREEN 30 MINUTES PRIOR TO GOING OUTSIDE IN THE SUN TO PREVENT SUNBURN.

__ DRINK PLENTY OF LIQUIDS (ESPECIALLY WATER) WHEN IT IS HOT OUTSIDE TO PREVENT DEHYDRATION.

__ EAT SLOWLY AND TAKE SMALL BITES TO PREVENT FROM CHOKING.

__ ALWAYS WASH YOUR HANDS AFTER USING THE BATHROOM AND BEFORE AND AFTER MEALS.

9. DAY PROGRAM/JOBS

YOU WILL ATTEND A DAY PROGRAM OR JOB SITE FOR AT LEAST FIVE (5) HOURS EACH DAY, FIVE (5) DAYS A WEEK. TRANSPORTATION WILL BE PROVIDED. THE DIRECTOR OF YOUR HOME WILL MEET WITH PEOPLE FROM THE DAY PROGRAM TO MAKE SURE YOU ARE ACTIVE AND WORKING ON YOUR GOALS.

10. FOOD

YOU WILL EAT BREAKFAST AND DINNER AT HOME, AND YOU WILL TAKE YOUR LUNCH TO THE DAY PROGRAM OR JOB SITE. YOU MAY BE ON A GOAL TO LEARN HOW TO BE SAFE IN THE KITCHEN. STAFF WILL BE IN THE KITCHEN TO HELP YOU WHILE COOKING AND TO MAKE SURE YOU ARE SAFE. IF YOUR RELIGION INFLUENCES YOUR FOOD CHOICES, LET US KNOW, AND STAFF WILL MAKE SURE YOUR NUTRITIONAL NEEDS ARE MET.

11. HEALTH CARE

IF YOU FEEL SICK, OUR STAFF WILL KNOW WHAT TO DO. WE WILL DO ALL WE CAN TO HELP YOU FEEL BETTER. IF YOU NEED TO, YOU MAY STAY HOME FROM WORK OR FROM THE DAY PROGRAM. IF YOU NEED TO GO TO A HOSPITAL, STAFF WILL MAKE SURE YOU GET THERE SAFELY AND WILL STAY THERE AS LONG AS NEEDED. WE WILL TELL YOUR FAMILY OR GUARDIAN IF YOU ARE SICK OR IN THE HOSPITAL.

MEDICATIONS MUST BE ORDERED BY YOUR DOCTOR OR DENTIST. YOU WILL BE TRAINED AND SUPERVISED BY STAFF IN TAKING YOUR OWN MEDICATION. YOUR MEDICATION WILL BE STORED SAFELY. WE WILL DO OUR BEST TO MEET ALL YOUR MEDICAL NEEDS.

12. TELEVISION/TELEPHONE

WE WILL PROVIDE AT LEAST ONE TV, VCR, AND STEREO IN YOUR HOME. HOWEVER, IF YOU WANT A TV IN YOUR ROOM, YOU MAY BUY ONE. YOU MAY USE THE TELEPHONE AND HAVE A PRIVATE PLACE TO TALK. IF YOU NEED A SPECIAL DEVICE TO HELP YOU HEAR OR TO MAKE TELEPHONE CALLS, WE WILL PROVIDE THEM.

13. ACTIVITIES

WE ENCOURAGE YOU TO BE ACTIVE IN THE COMMUNITY. YOU MAY SUGGEST OUTINGS YOU LIKE, SUCH AS: BOWLING, SWIMMING, SOFTBALL, BASKETBALL,

PICNICS, BINGO, AND CHURCH ACTIVITIES. WE WILL HELP YOU BUDGET MONEY FOR THESE ACTIVITIES.

14. SMOKING

SMOKING IS NOT ALLOWED INSIDE THE FACILITY AS PER THE ILLINOIS SMOKE FREE ACT. STAFF WILL SHOW YOU WHERE YOU MAY SMOKE. YOU MUST BE 15 FEET AWAY FROM THE ENTRANCE TO THE HOME. PATHWAY HOUSE I, YOU MAY SMOKE 15 FEET AWAY FROM THE ENTRANCE ON THE PATIO. PATHWAY HOUSE II, YOU MAY SMOKE ON THE BACK PORCH AREA, 15 FEET AWAY FROM THE ENTRANCE.

15. ASSESSMENTS

WHEN YOU FIRST MOVE IN, YOU WILL GO TO THE DOCTOR, DENTIST, AND EYE DOCTOR. YOU WILL MEET THE NURSE, SPEECH THERAPIST AND OTHERS WHO WILL WRITE GOALS FOR YOU TO HELP IMPROVE YOUR HEALTH. OTHER ASSESSMENTS WILL BE DONE BY STAFF SO WE CAN LEARN MORE ABOUT YOU AND HELP YOU BECOME MORE INDEPENDENT IN EVERYDAY LIVING SKILLS.

16. INDIVIDUAL PROGRAM PLANS

WITHIN THIRTY (30) DAYS AFTER YOU MOVE INTO YOUR NEW HOME, YOU, YOUR GUARDIAN, AND OTHERS WILL MEET AND DECIDE ON THE GOALS YOU WILL BE

WORKING ON. THESE GOALS ARE CALLED YOUR INDIVIDUAL PROGRAM PLAN. YOU WILL BE ASKED WHAT IS IMPORTANT TO YOU AND WHAT YOU WOULD LIKE TO LEARN. GOALS WHICH YOU MAY DECIDE TO WORK ON MIGHT BE LEARNING HOW TO: BATHE, KEEP YOUR ROOM CLEAN, DO YOUR LAUNDRY, TAKE MEDICINES, MANAGE YOUR MONEY, AND COOK.

17. HOME VISITS AND FAMILY CONTACT

WE WANT YOU TO HAVE CONTACT WITH YOUR FRIENDS AND FAMILY. WE ENCOURAGE THEM TO VISIT. VISITORS SHOULD CALL FIRST TO MAKE SURE YOU WILL BE AT HOME. IF YOU GO FOR A HOME VISIT, YOUR FAMILY NEEDS TO CALL THE DAY BEFORE SO YOUR CLOTHES AND MEDICINE WILL BE READY.

18. CONFIDENTIALITY AND PERSONAL RECORDS

WE WILL KEEP YOUR RECORDS IN A CHART. NO ONE CAN READ YOUR CHART OR MAKE COPIES UNLESS YOU OR YOUR GUARDIAN GIVES PERMISSION.

19. STAFF CODE OF ETHICS

PATHWAY HOUSE STAFF FOLLOWS THE FOLLOWING WRITTEN RULES OF CONDUCT:

1. I WILL DO MY BEST TO SEE THAT PATHWAY HOUSE, INC. MEETS THE NEEDS OF THE PERSONS RECEIVING SERVICES.

2. I WILL RESPECT THE VALUE AND DIGNITY OF ALL INDIVIDUALS.

3. I WILL DO MY BEST TO CREATE AND MAINTAIN A CLIMATE OF LOYALTY, TRUST, AND MUTUAL RESPECT.

4. I WILL SUPPORT A WORK ATMOSPHERE IN WHICH THE WORK OF EACH INDIVIDUAL IS RESPECTED AS IMPORTANT.

5. I WILL RECOGNIZE EXCELLENT WORK DONE BY OTHER STAFF MEMBERS AND PERSONS RECEIVING SERVICES.

6. I WILL STRIVE TO SPEAK TO EVERYONE IN A FRIENDLY, POSITIVE, ENTHUSIASTIC, AND COURTEOUS WAY.

7. I WILL SUPPORT A WORK ATMOSPHERE THAT IS OPEN AND NON-SECRETIVE WHILE BEING MINDFUL OF THE NEED FOR CONFIDENTIALITY.

8. I WILL SUPPORT THE DECISIONS OF MANAGEMENT. I MAY STATE MY POSITION, BUT ULTIMATELY, STAFF MEMBERS MUST FOLLOW MANAGEMENT'S FINAL DECISION.

9. I WILL BE LOYAL TO THE AGENCY. I WILL REFRAIN FROM DOING ANYTHING THAT MIGHT BRING DISCREDIT TO PATHWAY HOUSE, INC.

10. I ACKNOWLEDGE THAT ENTHUSIASM AND A POSITIVE ATTITUDE ALWAYS MAKE FOR A BETTER WORK PLACE.

11. I WILL UPHOLD ALL APPLICABLE LAWS AND REGULATIONS, GOING BEYOND THE LETTER OR THE LAW TO PROTECT AND/OR ENHANCE PATHWAY HOUSE'S ABILITY TO MEET ITS MISSION.

12. I WILL BE A RESPONSIBLE STEWARD OF PATHWAY HOUSE'S RESOURCES.

13. I WILL STRIVE FOR PERSONAL AND PROFESSIONAL GROWTH TO IMPROVE MY EFFECTIVENESS.

14. I WILL CAREFULLY CONSIDER THE PUBLIC PERCEPTION OF MY PERSONAL AND PROFESSIONAL ACTIONS, AND THE EFFECT MY ACTIONS COULD HAVE ON THE PERSONS SERVED BY PATHWAY HOUSE AS WELL AS THE REPUTATION IN MY COMMUNITY AND ELSEWHERE.

20. COMPLAINT/GRIEVANCE POLICY

IF YOU ARE NOT HAPPY OR IF SOMETHING IS BOTHERING YOU, TALK TO US ABOUT IT. YOU MAY ALSO TALK WITH STAFF AND PEERS AT THE MONTHLY CLIENT COUNCIL MEETING. IF YOU ARE STILL NOT HAPPY, YOU MAY FILE A GRIEVANCE IN WRITING OR VERBALLY. STAFF WILL HELP YOU CALL ON ONE OF THE FOLLOWING GROUPS FOR HELP IF NECESSARY:

GUARDIANSHIP AND ADVOCACY COMMISSION(GAC)

421 E. CAPITOL ST.
SPRINGFIELD, IL 62701 *OR*
217-785-0645

527 S. WELLS, SUITE 300
CHICAGO, IL 60607
312-793-5900

DEPARTMENT OF HUMAN SERVICES (DHS)

100 S GRAND AVE.
SPRINGFIELD, IL 62765 *OR*
217-782-2753

401 S. CLINTON ST.
CHICAGO, IL 60607
1-800-843-6154

EQUIPPED FOR EQUALITY

427 E. MONROE ST.
SPRINGFIELD, IL 62701
217-544-0464

306 W. MILL ST.
CARBONDALE, IL 62901

21. RULES AND RESPONSIBILITIES

PATHWAY HOUSE, INC.

1. I WILL NOT LEAVE THE HOUSE UNSUPERVISED WITHOUT TELLING STAFF AND SIGNING OUT. (THIS IS SO STAFF WILL KNOW WHERE I AM GOING.)

2. WHEN I LEAVE THE HOUSE UNSUPERVISED, I WILL BE HOME WITHIN A REASONABLE TIME FRAME. (REASONABLE TIME FRAME WILL BE AGREED UPON BY STAFF AND MYSELF.)

3. I WILL BE IN MY BEDROOM, NO LATER THAT 9:30 PM - 10:00 PM ON EVENINGS WHEN I HAVE TO WORK DAY SHIFT THE FOLLOWING DAY.

4. I WILL FOLLOW MY BATH/SHOWER SCHEDULE DAILY.

5. I WILL MAKE EVERY EFFORT NOT EAT OR DRINK ANYWHERE IN THE HOUSE EXCEPT THE KITCHEN. (THIS IS TO KEEP THE HOUSE CLEAN AND PREVENT BUGS.)

6. I WILL TAKE MY SHOES OFF BEFORE PUTTING MY FEET ON FURNITURE OR MY BED.

7. I WILL LIMIT MY TELEPHONE USAGE DURING OFFICE HOURS (M-F, 8:00 AM - 4:00 PM) UNLESS IT IS AN EMERGENCY AND/OR I HAVE PRIOR APPROVAL BY THE QSP, QA, OR DSP ON DUTY. LONG DISTANCE CALLING INCLUDED IN OUR TELEPHONE PACKAGE AT PATHWAY HOUSE, INC AT NO ADDITIONAL COST TO THE CLIENT.

8. I WILL DO ALL MY PROGRAMS AND MAINTENANCE GOALS THAT I AGREED TO DO AT MY ISP MEETING AND THESE WILL BE DONE WITHIN A REASONABLE TIME

FRAME. (REASONABLE TIME FRAME WILL BE AGREED UPON BY STAFF AND MYSELF). IF I DO NOT DO MY PROGRAMS, THIS WILL BE CONSIDERED A NON-COMPLIANCE BEHAVIOR PROGRAM, THEN STAFF WILL FOLLOW THE METHOD AND PROCEDURE OF MY BEHAVIOR PLAN.

9. I WILL COMPLETE MY HYGIENE/GROOMING TASKS EVERYDAY (BATHING, TOOTH BRUSHING, SHAVING, ETC.) TO PREVENT INFECTION AND FOR BASIC SANITATION NEEDS. I MAY NEED STAFF HELP AND/OR REMINDERS FROM STAFF TO DO THIS.

10. I WILL PARTICIPATE IN ONE OR MORE HOUSEHOLD CHORES DAILY, ONLY IF IT IS PART OF MY PROGRAMMING AS PER MY ISP RECOMMENDATIONS. I MAY NEED HELP AND/OR REMINDERS FROM STAFF TO DO THIS.

11. I WILL STAY OUT OF THE OFFICE UNLESS I AM REQUESTED TO COME IN BY QSP OR QA'S. IF I NEED TO ASK A QUESTION, I WILL KNOCK ON THE OFFICE DOOR AND WAIT UNTIL I AM ASKED BY THE QSP OR QA'S TO COME IN. THERE IS CONFIDENTIAL INFORMATION IN THE OFFICE THAT I DO NOT NEED TO SEE, READ, OR HEAR DUE TO THE HIPAA CONFIDENTIALITY LAW.

12. I WILL NOT SMOKE OR CHEW TOBACCO IN MY ROOM OR IN THE HOUSE. I MAY SMOKE AND CHEW TOBACCO IN THE DESIGNATED SMOKING AREA WHICH IS OUTSIDE THE HOUSE WHERE THE "SMOKER'S OUTPOST" IS LOCATED, 15 FEET AWAY FROM AN ENTRANCE. I WILL

DISPOSE OF ANY CIGARETTE BUTTS IN THE "SMOKER'S OUTPOST" OR ASHTRAY AND PROPERLY DISPOSE OF MY CHEWING TABACCO WHEN I AM DONE.

13. I WILL FOLLOW INSTRUCTIONS GIVEN TO ME BY MY PHYSICIAN AND WILL FOLLOW ANY DIET RECOMMENDED BY MY PHYSICIAN, EXCEPT ON HOLIDAYS AND SPECIAL EVENTS.

***IF I DO NOT FOLLOW THESE RESPONSIBILITIES, THE CONSEQUENCES OF MY ACTIONS WILL BE CONSIDERED NON-COMPLIANCE. IF I AM ON A BEHAVIOR PLAN FOR NON-COMPLIANCE, THEN THE METHOD AND PROCEDURE OF MY BEHAVIOR PLAN FOR NON-COMPLIANCE, THEN THE QSP OR ON-CALL SUPERVISOR WILL BE NOTIFIED TO DECIDE THE CONSEQUENCES OF MY BEHAVIOR.

22. CONCLUSION

WE WILL DO ALL WE CAN TO KEEP YOU SAFE, HEALTHY, AND ACTIVE WHILE LEARNING EXCITING THINGS. YOU WILL BE GOING TO WORK AND/OR YOUR DAY TRAINING AND ENJOYING THE THINGS THE COMMUNITY HAS TO OFFER. WE WILL BE HAPPY TO ANSWER ANY OTHER QUESTIONS YOU MIGHT HAVE.

YOU WILL NEED TO SIGN THE FOLLOWING;

I HAVE RECEIVED A COPY OF THE PATHWAY HOUSE, INC. HANDBOOK. I HAVE EITHER READ IT OR IT HAS BEEN READ

TO ME.

ADMISSION DATE

CLIENT/GUARDIAN SIGNATURE DATE

QSP SIGNATURE DATE

CLIENT/GUARDIAN SIGNATURE DATE

QSP SIGNATURE DATE

CLIENT/GUARDIAN SIGNATURE DATE

QSP SIGNATURE DATE