FOR IMMEDIATE RELEASE

REPORT OF FINDINGS
ROBBINS SUPPORTIVE LIVING— 20-040-9001
HUMAN RIGHTS AUTHORITY— South Suburban Region

INTRODUCTION

The South Suburban Regional Human Rights Authority (HRA), the investigative division of the Illinois Guardianship & Advocacy Commission has completed its investigation into an allegation concerning Robbins Supportive Living. The complaint stated that the facility refuses to honor a resident's request to be discharged/transferred to another supportive living arrangement. If substantiated, this allegation would violate the Illinois Administrative Code for Supportive Living Facilities (89 Ill. Admin. Code Part 146 et seq.).

Robbins Supportive Living offers adults with disabilities between the ages of 22 to 64 independent living options and daily supportive services. Located in Robbins, the 136-bed facility reportedly had about 115 residents when the complaint was discussed with the facility administration.

METHODOLOGY

To pursue the complaint, the Facility Executive Director was interviewed by telephone. The complaint was discussed with the resident and sections of his record were reviewed with written consent. The facility's discharge policy and resident's rights statement were also reviewed.

The resident's record contained a court order indicating that a legal guardian had been appointed a few months prior to his admission to the facility. However, the Facility Executive Director and the resident told the HRA that a judge had revoked the order.

COMPLAINT STATEMENT

The complaint stated that the facility had refused to release the resident's medical information for possible alternative housing per the resident's requests in 2019. It was reported that three facilities were willing to accept him for their housing program. However, the facility will not provide them with the necessary information for securing another living arrangement.

FINDINGS

Information from the record, interviews and program policy

According to the record, the resident was admitted to Robbins Supportive Living Facility with diagnoses of hypertension and dementia in September of 2015. A one-year "Lease Agreement" signed by the resident documented that he would occupy a specific apartment unit within the facility under the Illinois Administrative Rules for Supportive Living Facilities (SLF). The resident's lease agreement documented that the facility would provide assistance with activities of daily living, medication management and other services based on the resident's services plan. Residents must be capable of self-preservation. The resident's income shall be used to pay for room and board and for those medical expenses that are not covered under the program. It stated that the resident may retain $90.00 monthly of his income as personal spending money in accordance with applicable state laws. The HRA reviewed financial documentation indicating that the facility was the resident's representative payee for 2019. His monthly income was $463.00 (after a deduction of $150.00 monthly) and $178.00 from Social Security Benefits, a monthly total income of $641.00. There was no explanation for the deduction from his monthly Social Security Benefits found in his record.

For March 2019, a "Supportive Living Facility Quarterly Health Status Evaluation" form documented that the resident was independent with medication administration. He had been discharged against medical advice from a local hospital's emergency department. He had refused to be seen by a physician who specializes in gastroenterology disorders as scheduled. He had also refused to sign the quarterly health evaluation form. A progress note stated that a staff person saw blood on the floor in the resident's apartment unit on that same month. He reportedly was guarded about the source of the blood and called 911 on his cell phone. He was transported to a local hospital and required five pints of blood and was returned to the facility about four days later.

For May 2019, the resident's record contained a fax cover sheet documenting that his financial information was faxed to a named senior living facility (a) for possible placement and a copy was provided to the individual on that same day. The fax cover sheet also documented "Please let us know your decision." However, there was no indication of the facility's response found in his record. A progress note documented that a transportation driver from a named senior living facility (b) came to pick up the resident for a tour of facility (b). The transportation driver waited about thirty minutes, while a staff person tried to find the resident, but he could not be found in the facility. However, he reportedly had been informed about the scheduled visit with facility (b) on that previous day. Later, a nursing note indicated that a named senior living facility (c) had called to report that someone from the facility would be arriving soon to assess the resident. The nurse told the caller that the resident could not be found in the facility. His record lacked further documentation concerning facilities b and c.

For June 2019, a "Supportive Living Facility Quarterly Health Status Evaluation" form documented that the resident was oriented times two and was showing signs of being confused. He was non-compliant with medication and had been seen for gastrointestinal bleeding at a local hospital. He reportedly did not follow through with scheduled appointments for possible alternative housing. He had refused to sign the quarterly health evaluation form. His record contained fax cover sheets indicating that his financial information was faxed to the Illinois Long Term Care Ombudsman Office. However, his

record lacked documentation concerning any further contact with the Ombudsman Office, which provides advocacy services for individuals in various types of long term living facilities.

For July 2019, a community Practitioner of Nursing documented that the resident was oriented times three and told the clinician that he wanted to move out of the facility. He said that he had been working with his banking institution and a judge in the Chicagoland downtown area to find an alternative living arrangement. He told the clinician that the facility was keeping him against his will. His concerns were discussed with the facility's Director of Nursing (DON) who said that he can move out of the facility whenever he chooses. She told the clinician that the facility was trying to find another facility that would accept him based on his finances. She said that he goes out in the community and returns to the facility at his discretion. He is noncompliant with medication because he reportedly believes that people are trying to poison him. Additionally, the community Practitioner of Nursing documented that the resident was informed about the importance of complying with medication.

For August 2019, the resident's chart contained a signed consent form for medical information and nursing notes for that previous six months to be released to a named senior living facility (d) for possible alternative housing. A progress note recorded that the sections of the resident's chart listed on the release were faxed to facility (d) on that same day. However, there was no indication of the facility's response found in his record. Another progress note documented that the resident had refused to sign a consent form to be seen by a psychiatrist.

For September 2019, the resident's services plan included problem areas such as activities of daily living, cognition and medication. His services plan documented that nursing would notify the physician about any problems with medication including noncompliance. It documented that the facility had been informed about his desire to move to another facility and that he had missed two appointments for possible alternative housing. A community Practitioner of Nursing documented that the resident was oriented times two to three and was showing signs of being "forgetful." He told the clinician that he still wanted to move out of the facility and had been working with friends and a judge in the Chicagoland downtown area to facilitate this. He said that he had found another placement and was working on getting approval to move. He said that he was noncompliant with medication because he believed that people are trying to kill him. He said that the benefits of complying with medication information had never been discussed with him. However, the community Practitioner of Nursing noted that she and the facility's staff had provided medication information. His care was discussed with the facility's DON who reported having problems with helping him because he goes out into the community and returns to the facility whenever he chooses. She told the clinician that the resident's blood pressure was 179/100 on her visit day and he said that he had not taken his medication.

The resident told the HRA that he was being overly medicated at the facility. He said that he told the facility's staff that he wanted to move to another facility. He reported that facilities (a and d) and another unnamed facility located on the northside of Chicago were willing to accept him for housing. However, he reportedly was placed back on the waiting

lists for housing because the facility did not provide them with needed information per his requests.

The Facility Executive Director told the HRA that the resident has dementia and is seen by a psychiatrist monthly. He reportedly does not comply with medication and sometimes believes that his belongings are missing. He had called 911 and said that he was being held against his will. He wanted to go to the hospital because he believed that he would get another placement. He went back to his room after the paramedics explained how the coronavirus pandemic was affecting hospitals and that he would be tested for the virus if he was transported to the hospital. The Facility Executive Director explained that she had talked to the resident about his desire to move to another living arrangement on several occasions. She had suggested a facility with a memory care unit or moving him to another facility managed by the same company that owns Robbins Supportive Living Facility. However, he reportedly had refused her suggestions for alternative housing. She said that he frequently makes trips to the northside and downtown Chicagoland areas and talks to people such as judges whom he thinks may be able to help him. He can transport self safely during these trips. He reportedly believes that his income is about $1500.00 monthly but receives about $400.00 monthly. He gave her a list of condominium apartments in the downtown Chicagoland area because he wants to live closer to that area or the northside of the city. However, he would have to contact them for possible housing. She reported that the facility has sent referral packets for alternative housing per the resident's requests. The facilities did not accept him because of his lower monthly income. The minimal monthly income is about $783.00 for room and board in a SLF.

The resident's lease agreement includes the facility's discharge policy and voluntary and involuntary criteria for terminating the lease agreement. It stated that the facility's intention is to provide assistance to residents so that they may remain in their apartments in the absence of harm to self or others. It stated that a resident may terminate his or her lease agreement for any reason at any time upon a thirty (30) day written notice to the facility. Except in the event of an emergency, the facility will use its best efforts for transferring a resident to the hospital or facility of choice as ordered by the person's Attending Physician.

CONCLUSION

According to the Illinois Administrative Code for Supportive Living Facilities (89 Ill. Admin. Code Section 146.200 **(**b)):

An SLF is a residential setting in Illinois that provides or coordinates flexible personal care services, 24 hour supervision and assistance (scheduled and unscheduled), activities, and health related services with a service program and physical environment designed to minimize the need for residents to move within or from the setting to accommodate changing needs and preferences; has an organizational mission, service programs and a physical environment designed to maximize residents' dignity, autonomy, privacy and independence; and encourages family and community involvement.

Section 146.250 (e) (6) states that a resident has the right to refuse to receive or participate in any service or activity once the potential consequences of refusal have been explained to the resident and the resident's designated representative, if requested by the resident. Refusal shall be documented in the service plan and reviewed no less than quarterly.

Section 146.250 (e) **(**16) states that a resident has the right to participate in the development, implementation and review of his or her services plan.

Section 146.255 (j) states that when a resident is discharged on a voluntary basis that he or she shall provide the SLF with a thirty (30) day written notice of intent to discharge, except where a delay would jeopardize the health, safety, and well-being of the resident or others.

The resident's lease agreement states the same as Sections 146.250 (e) (6) (16) and 146.255 (j).

The Authority cannot substantiate the complaint stating that the facility refuses to honor a resident's request to be discharged/transferred to another supportive living arrangement. The investigation revealed that the resident is diagnosed with dementia and is noncompliant with medication including medication for hypertension. He had refused medical treatment for severe rectal bleeding during one hospital stay. His daughter reportedly is no longer his legal guardian because a judge had determined that he was able to make decisions for self. For 2019, the resident's monthly income was $463.00 (after a deduction of $150.00 monthly) and $178.00 from Social Security Benefits, which is a monthly total income of $641.00. He is allowed to retain $90.00 of his monthly income for personal use. It is unclear why money was being deducted from his monthly benefits.

The resident told the HRA that he no longer wanted to live at the facility. His record contained supportive documentation indicating that Robbins Supportive Living Facility had provided referral information to facilities (a and d) and that facilities (b and c) had reached out to him concerning possible alternative housing. However, there was no indication of the facilities' responses or any more information concerning this issue found in his record. The Facility Executive Director told the investigation team that the facilities did not accept the resident due to insufficient income for room and board. She reported that she had offered to move him to a different facility managed by the same company as Robbins Supportive Living Facility. She had also suggested a facility with a memory care unit. However, he reportedly had refused to consider these alternative living arrangements. His record lacked a written notice of his desire to be discharged and transferred to another living arrangement. The Authority finds no violations of Sections 146.250 (e) (6) (16) or 146.255 (j) or the facility discharge policy or rights statement.

SUGGESTIONS

1. The Facility Executive Director and the resident's psychiatrist should meet with the individual concerning his desire to be transferred to another facility and his financial barrier.

2. Robbins Supportive Living Facility should document all outcomes of referral packets submitted for alternative housing in the resident's record. This information also should be provided to the resident in writing due to his diagnosis of dementia.

3. The facility administration should consider pursuing limited guardianship for medical decisions if an appropriate alternative living arrangement is not found.

4. The facility administration should encourage the resident to reconsider moving to a memory care unit to better support his diagnosis of dementia.