

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: MHL023004	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING _____	(X3) DATE SURVEY COMPLETED R-C 09/09/2021
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NAME OF PROVIDER OR SUPPLIER ADVENTURE HOUSE	STREET ADDRESS, CITY, STATE, ZIP CODE 924 N. LAFAYETTE STREET SHELBY, NC 28150
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V 000	<p>INITIAL COMMENTS</p> <p>A complaint and limited follow up survey was completed on September 9, 2021. The complaints were unsubstantiated (Intake #NC00170707 and #NC00177735). Deficiencies were cited.</p> <p>This facility is licensed for the following service category: 10A NCAC 27G.1200 Psychosocial Rehabilitation Facility for Individuals with Severe and Persistent Mental Illness.</p>	V 000		
V 512	<p>27D .0304 Client Rights - Harm, Abuse, Neglect</p> <p>10A NCAC 27D .0304 PROTECTION FROM HARM, ABUSE, NEGLECT OR EXPLOITATION</p> <p>(a) Employees shall protect clients from harm, abuse, neglect and exploitation in accordance with G.S. 122C-66.</p> <p>(b) Employees shall not subject a client to any sort of abuse or neglect, as defined in 10A NCAC 27C .0102 of this Chapter.</p> <p>(c) Goods or services shall not be sold to or purchased from a client except through established governing body policy.</p> <p>(d) Employees shall use only that degree of force necessary to repel or secure a violent and aggressive client and which is permitted by governing body policy. The degree of force that is necessary depends upon the individual characteristics of the client (such as age, size and physical and mental health) and the degree of aggressiveness displayed by the client. Use of intervention procedures shall be compliance with Subchapter 10A NCAC 27E of this Chapter.</p> <p>(e) Any violation by an employee of Paragraphs (a) through (d) of this Rule shall be grounds for dismissal of the employee.</p>	V 512		

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LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE _____ TITLE _____ (X6) DATE _____

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V 512	<p>Continued From page 1</p> <p>This Rule is not met as evidenced by: Based on record review and interview, the facility subjected clients to exploitation by neglecting to separate completely the residential component of Cleveland Psychosocial Services, Inc. from the operations of Adventure House, which is licensed as a Psychosocial Rehabilitation (PSR) facility for individuals with severe and persistent mental illness. The findings are:</p> <p>Review on 8/19/21 of a Suspension of Admissions (SOA) Lifted letter dated 3/4/20 revealed: -The letter was sent via certified mail to the Executive Director from the Division of Health Service Regulation (DHSR) Mental Health Licensure and Certification Section. -The SOA was lifted contingent on Adventure House agreeing to separate the residential component of Cleveland Psychosocial Service, Inc. from the operations of Adventure House. -The letter was signed by the Executive Director on 3/13/20 to indicate agreement.</p> <p>Review on 8/13/21 of Cleveland Psychosocial Services, Inc./Adventure House Rules and Regulations for a [local road #1] Apartments signed by Client #1 and Client #3 revealed: - Rule #2 - "An Adventure House staff member is 'on-call' to the Resident for facility emergencies on a 24-hour basis to report issues that cannot wait until the next business day'Emergency' for the purpose of on-call services shall include maintenance, and mental health emergencies, where Adventure House Staff can assist you in obtaining emergency mental health services and advocate on your behalfOn-call services are only available to residents of our supervised Adventure House Apartment Program."</p>	V 512		

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V 512	<p>Continued From page 2</p> <ul style="list-style-type: none"> - Rule #22 A) "Adding or substituting for furnishing provided with your apartment must have the prior approval of Adventure House. Adventure House will make every effort to allow residents to use their own furnishings ..." -Rule #22 B) "Any furniture that is placed on front or back porches will also need to be approved by Adventure House to ensure a neat and respectable appearance." -Rule #39 "Adventure House wishes to make the apartment community a pleasant place for you to reside. Please feel free to discuss the management and maintenance of the apartment community with them at any time." -Rule #40 " ...Apartments are the physical location of a Supervised Independent Apartment Program, which is operated by Adventure House (Cleveland Psychosocial Services, Inc.)Along with tenant's application, a letter from tenant's psychiatrist (M.D.) stating that the tenant is capable of living independently, with minimal supervision, was required. If for any reason, tenant's requirement for supervision exceeds the capabilities of the program, as determined by a doctor (M.D.), the tenant may be discharged from the program and the lease agreement terminated." - " ...rules and regulations shall be a part of the lease ...Tenants will be given thirty - (30) day notification by Adventure House before implementation of any house rule change." - Signed by Client #1 and Client #3 on 11/14/19. - No changes had been made to the Rules and Regulations since the previous survey. -Cleveland Psychosocial Services, Inc./Adventure House continued as the operator of the apartments. <p>Review on 8/13/21 of "Lease Cleveland Psychosocial Services, Inc. / Adventure House</p>	V 512		

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V 512	<p>Continued From page 3</p> <p>[Road Name Apartments] for Client #1 and Client #3 revealed: -"Witnesseth whereas Cleveland Psychosocial Services, Inc., also known as Adventure House, acts as the landlord for the property called [Road Name Apartments], [street address, county and North Carolina]." - #1 - The landlord leases to the tenant, and the tenant leases from the landlord" - #5 - \$[rent amount] shall be payable by the tenant for rent on a monthly basis. This amount shall be subject to change by reason of changes in Cleveland Psychosocial Services, Inc. established schedules and criteria" -#9 - Unless terminated or modified as provided herein, the Agreement shall be automatically renewed for successive terms of one month" - #9 - h) - "The landlord may modify the terms and conditions of the Agreement, effective at the end of the initial term or a successive term" -Signed by Client #1 on 11/3/08. -Signed by Client #3 on 1/4/02. -No changes had been made to the lease agreements since the previous survey. -Cleveland Psychosocial Services, Inc./Adventure House continued as the management of the apartments.</p> <p>Review on 8/13/21 of Cleveland Psychosocial Services, Inc./Adventure House Rules and Regulations for a [local avenue Apartments] for Client #2 revealed: -#1 "An Adventure House staff member was on call for facility maintenance on a 24-hour basis ...An Adventure House staff member is 'on call' at the same number [phone number] to all Adventure House members that are [sister facility] apartment residents for not only facility maintenance, but all other emergencies as well." -#2 "Adventure House staff have a key to assist</p>	V 512		

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V 512	<p>Continued From page 4</p> <p>you in the event you are locked out of your apartment. If you access on-call staff to let you in, there will be a charge of \$5.00, payable at the time your rent is due ..."</p> <p>-#11 "...You may report any unreasonable noises or disturbances to the Residential Coordinator, or the Adventure House on call, which will be in charge of maintaining orderly occupancy for your comfort and pleasure."</p> <p>-#17 A) "Adding or substituting for furnishing provided with your apartment must have the prior approval of Adventure House."</p> <p>-#17 B) "Any furniture that is placed on front or back porches will also need to be approved by Adventure House to ensure a neat and respectable appearance ..."</p> <p>-#32 "Adventure House wishes to make the apartment community a pleasant place for you to reside. Please free to discuss the management and maintenance of the apartment community with them at any time."</p> <p>-#33 "...Apartments are the physical location of a Supervised Apartment Program, which is operated by Adventure House (Cleveland Psychosocial Services, Inc.)."</p> <p>"...Such rules shall be a part of the lease ...Adventure House will give tenants thirty- (30) day notification before implementation of any house rule change."</p> <p>- Signed by Client #2 on 10/7/08</p> <p>Review on 8/13/21 of the Policy Number 3.C.04 for Support Provided to CPS, Inc. (Cleveland Psychosocial Services, Inc.) Apartments revealed:</p> <p>"Policy: Cleveland Psychosocial Services, Inc. (CPSI) provides Supported Housing Services to the Residents of its apartments and understands that Support Housing services addresses the desires, goals, strengths, abilities, needs, health</p>	V 512		

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V 512	<p>Continued From page 5</p> <p>and safety of the person living in the apartments managed by CPSI."</p> <p>- Procedures:</p> <p>- 1. "CPS, Inc. shall maintain an 'On-Call' staff member 24/7/365 for those members living in Supported Housing ...The On-call worker shall be backed up by a Qualified Professional (QP) at all times."</p> <p>-5. ..." Telephones shall be available in the common area of all CPS, Inc. apartment complexes ..."</p> <p>-6. "All Residents must pay their rent according to their lease ...Rent may be paid at the Support Housing Office located at [street address], or the CPS, Inc. Administrative Office located at Adventure House, or by mail."</p> <p>Review on 8/13/21 of Policy Number 3.C.01 for Cleveland Psychosocial Services, Inc. (CPS, Inc.) Supported Housing Program Admission Criteria revealed:</p> <p>-5. "...Actual Resident selection will be the responsibility of the CPS, Inc. Executive Director or his designee and the Supported Housing Specialist ..."</p> <p>-6. "screening of all referrals to the Supported Housing Program is performed by a Qualified Professional (QP) on the CPS, Inc. staff."</p> <p>Review on 8/13/21 of a second Policy Number 3.C.01 for Cleveland Psychosocial Services, Inc. (CPS, Inc.) Supported Housing Program Admission Criteria revealed:</p> <p>History and Reference:</p> <p>- "This is a new policy to demonstrate that the Supported Housing Program is separate from Adventure House PSR Program. It has been assigned a new number and put into the new policy format."</p> <p>-4. "Final determinations are made by [housing</p>	V 512		

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V 512	<p>Continued From page 6</p> <p>organizations], not by CPS, Inc." - the policy number was identical to the initial policy reviewed for Supported Housing Admission Criteria.</p> <p>Review on 8/13/21 of blank Property Management Agreement for Cleveland Psychosocial Service, Inc. revealed: -"This property Management Agreement, entered into this the 1st day of March 2020, by [agency] and Cleveland Psychosocial Services, Inc. In Consideration of the Mutual covenants and promises each to the other made herein, [agency] does hereby contract with Cleveland Psychosocial Services, Inc. to manage the property described" -1. Property: 8 apartments -4. f. "Cleveland Psychosocial Services, Inc. will be responsible for taking all applications for lease, making background checks, determining eligibility for renter and executing leases. All responsibility for collection of rent, obtaining rental subsidy funds or other rent income will be the responsibility of Cleveland Psychosocial Services, Inc." 5. Home Covenants: f. "[Agency] agrees to pay Cleveland Psychosocial Services, Inc. a quarterly management fee of \$1,500.00 for rental property management as total compensation for all management duties performed as described in this agreement"</p> <p>Review on 8/13/21 of a Program Description for Adventure House operated by Cleveland Psychosocial Services, Inc. revealed: "Adventure House is a Clubhouse Model Rehabilitation Day program for persons with severe and persistent mental illness. It is operated by Cleveland Psychosocial Services, Inc ...opportunities include ...residential services"</p>	V 512		

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V 512	<p>Continued From page 7</p> <p>3. Supported Housing Program ...In 2020, The supported Housing Program of CPS, Inc. was separated from the Clubhouse for licensing purposes.</p> <p>Interview on 8/11/21 with the Executive Director revealed:</p> <ul style="list-style-type: none"> -Cleveland Psychosocial Services, Inc. was separated into two programs. -Adventure House PSR was one program. -Supported Housing was the other program. -He did not own the apartments which were utilized for supported housing. -He had a contract with Housing and Urban Development (HUD). -HUD was the owner of the apartments. -Tenants were not required to attend the PSR program. -He could not evict tenants. -Repair bills were separated and not part of Adventure House. -All housing records were kept at a separate address and not at Adventure House. <p>Interview on 8/13/21 with the Executive Director revealed:</p> <ul style="list-style-type: none"> -Leases were signed only one time, when a person moved into the apartments. -A different form was used for clients to annually recertify for the apartments. -The lease form had not been changed since the previous survey. <p>Interview on 8/19/21 with the Executive Director revealed:</p> <ul style="list-style-type: none"> -The rules and regulations for supported housing no longer required tenants to attend the PSR program. -He stated, "Only the PSR program is under licensure, housing is not." 	V 512		

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V 512	<p>Continued From page 8</p> <p>-He did not understand how the PSR program was violating state regulations.</p> <p>Review on 8/30/21 of the Plan of Protection requested on 8/19/21 and received from and signed by the Executive Director on 8/30/21 revealed:</p> <p>- "What immediate action will the facility take to ensure the safety of the consumers in your care? Adventure House objects to the findings and conclusions that it violated 10A NCAC 27D.0304. Subject to and without waiving said objection, Adventure House is not a Party to the residential leases at issue. The Leases run between the Resident and the property owners, i.e. Home Living Opportunity and ARC of North Carolina, separate entities from Adventure House and Cleveland Psychosocial Services, Inc. As such, the Leases are not under the control of Adventure House, and therefore Adventure House cannot be in or out of compliance with respect to the Leases."</p> <p>- There was no response to the following question, "Describe your plans to make sure the above happens."</p> <p>Cleveland Psychosocial Services, Inc. is licensed to operate Adventure House, a PSR day program for adults with severe and persistent mental illness. Client diagnoses included Schizophrenia, Dysthymic Disorder, Major Depression, Generalized Anxiety Disorder, Mild Mental Retardation and Substance Abuse. Cleveland Psychosocial Services, Inc. also manages an unlicensed supported housing program. In March 2020, a Suspension of Admissions was lifted contingent on an agreement to separate the residential component of Cleveland Psychosocial Services, Inc. from the operations of Adventure House. Review of rules and regulations for two</p>	V 512		

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V 512	<p>Continued From page 9</p> <p>apartment complexes along with review of the lease agreement for the apartments revealed that Adventure House/Cleveland Psychosocial Services, Inc. continued as the landlord and had management responsibilities for the apartments.</p> <p>This deficiency constitutes a Continued Failure to Correct Type A1 rule violation originally cited for serious exploitation. An administrative penalty of \$500.00 per day continues to be imposed for the failure to correct within 23 days.</p>	V 512		