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**FOR IMMEDIATE RELEASE**

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**HUMAN RIGHTS AUTHORITY - PEORIA REGION**  
**REPORT OF FINDINGS**

**Case #14-090-9007**  
**Independence Village**

**INTRODUCTION**

The Human Rights Authority (HRA) opened an investigation after receiving a complaint of possible rights violations at Independence Village. The complaints alleged the following:

1. Inadequate food services, including poor food preparation, insufficient serving, serving expired food, and not serving food that accommodates the health needs of residents.
2. Inadequate safety, including doors not being locked and being left open, no staff supervision of the doors, insufficient staff, ice and snow not cleared from parking lot and deficient parking lot lighting.
3. Inadequate maintenance and cleaning staff services.
4. Violation of state smoking requirements.
5. Improper transportation services, including services often being cancelled forcing residents to be responsible for their own transportation.

Because the facility is unlicensed as an assisted living facility in the State of Illinois, there are no state mandates or regulations to follow regarding disability rights therefore this report mainly consists of facility policy reviews. The regulations that are cited in this report are the Food Service Sanitation Code (77 Il Admin Code 750) and the Smoke Free Illinois Act (410 ILCS 82/10).

The facility has approximately 170 residents and is considered an independent living retirement community for seniors. As stated before, they are an unlicensed facility where the residents sign a lease and pay rent. Independence Village is not considered a nursing home. There are 40 staff including administrators, food service workers, maintenance staff, and housekeepers. In the building there is a home health agency that operates independently from Independence Village other than leasing office space from the company and the residents can contract with them for some health services. The average age of residents is 88 and the youngest is 55.

To investigate the allegations, HRA team members interviewed facility staff members and reviewed documentation that is pertinent to the investigation.

## **COMPLAINT STATEMENT**

The allegations state that the food in general is sub-par (cold, overcooked, undercooked, dried out, greasy, etc.) and food service is required when living at the facility. The complaint states that staff have been observed dropping food and then still serving it in the dining room. Residents have also been served milk that is curdled as per the complaint. The food service system allows residents to choose from a menu, however if a resident selects multiple food options, not all the food that is selected is brought. If a resident does not eat all their food, then they are reportedly brought a smaller amount of food the next time and told they will not get more. If a resident cannot eat, or does not like what is brought, then more food is allegedly not provided and they just do not eat. Also, the complaint states that on holidays, residents are provided a "sack meal" but the sandwiches are not in plastic and arrive dried and crusty. According to the complaint, the residents also are not allowed a choice in what they receive in the sack meals. Food reportedly also sits for hours between the time it is prepared and the time it is served and sometimes food is not brought to the residents in a timely manner. Also, there are poor food choices and foods that are very high in fat and carbohydrates are allegedly served to a clientele with heart problems and diabetes.

The second allegation is that residents are told that the building is secure and a receptionist is watching the door but often times the doors are not locked and no one is watching the door. Additionally, other doors in the facility are propped open as per the complaint. Also, the complaint indicates that lights in the parking lot are frequently out and during the switch to daylight savings time, the clocks are not changed and the parking lot stays dark during that time. And, ice and snow are sometimes not cleared from the parking lot as per the complaint. Additionally, ashtrays are reportedly not cleaned and catch fire and there are no policies or plans for fires, tornadoes, disease outbreaks, etc.

Maintenance requests are allegedly not completed and maid services are often not performed for weeks and even months at a time (ex. Ceilings that were damaged/stained from water leakage were never fixed and maintenance staff said that they did not see any stains). Residents are reportedly told by the facility staff that they need to "keep on them about it." If cleaning staff miss work for illness or other reasons, there are no substitutes and services are missed as per the complaint.

The facility reportedly violates smoking policies by allowing smoking in the building and within 15 feet of the entrances. It was announced that the building was going smoke free, but if residents want to continue to smoke then they can allegedly pay an extra fee. Clients also pay for transportation services that are often cancelled, resulting in clients using taxi cabs as transportation, according to the complaint.

## **INTERVIEW WITH STAFF (10.13.2013)**

Staff began the interview by explaining that the facility provides 3 meals a day, housekeeping, and linens and towels. Staff said that they never were made aware of the food complaints. They have monthly food service meetings with the residents where they request for

feedback on the quality of the food and the services. They also provide a comment box for the residents. The facility has several meal seatings per day for the residents in the dining room. They also have other meal options, such as a candlelight dinner and a happy hour. They discard food everyday, so if a resident wants extra food, they just have to request it. The food service is a three course, sit down meal in the dining room. The residents can complete a form for the food they want for the week but they do not have to, they only need to alert staff of their choice one meal in advance. If someone comes to breakfast they can see the menu for lunch and order from there. The staff also eat the same food as the residents so if it is not satisfactory, they will alert the food services. For example, recently the sweet and sour chicken was not up to their standard so the meal was recooked. The menu is based on what residents like. There is an alternative menu if they do not like the menu at that time. They also have low sodium choices and diabetic choices. The facility does not offer special diets but they try to offer residents choices, although they have one resident who is gluten free and they provide specific meals to meet his needs. They also have an individual who still is employed and they prepare his lunch to take to work.

If someone has the flu, they ask them to stay in their room for 3 days until they are released by the nurse that works for the medical services. During that time, they offer to bring the food to the resident's room. They have room service like a hotel and the resident's receive 4 free meals delivered to their room monthly, after 4 there is a small fee. They do not force the residents to stay in their rooms but they are usually compliant. Once, the health department assisted the facility during a flu outbreak. The facility has a strict disease policy and there is a nurse at the facility 24 hours a day who can evaluate everyone. Overnight there are CNAs (certified nursing assistants) in the building. The CNA is employed by the home healthcare company that leases space in the facility. The company has a home health license.

If a resident requests a substitute meal or a meal tray, they can request small or regular portions on that meal sheet. If it is a regular meal, they are served the regular portion. They do service sack meals on holidays. During lunch, staff provide the residents with the sack meal for supper. There is no kitchen staff around during the dinner time on the holidays. An example of a sack meal is chicken salad on a croissant and a fruit cup. Staff stated that the residents do dislike the sack meals and would rather have the regular meals over the holidays. They serve the sack meals for 7 different holidays, including Easter, Memorial Day, Halloween, and Christmas. The sandwiches are wrapped and then placed into bags. If the residents do not like the sandwich, they will provide them a different one. For example, if they do not eat chicken, they will provide them roast beef. Staff said that the food cannot sit for hours, because it needs to be a specific temperature and the department checks the temperatures. Plate warmers are used to maintain the food temperature.

Staff said that the apartments have kitchenettes that include a two range stove and microwave, so the residents are able to heat food or do some cooking if needed, although they do not want them to cook their own food. The residents do not have to eat the food provided by the facility at all. Staff explained that residing at the facility is a choice and residents can do what they want. Residents often go out to eat, usually a few times a month. The meals are included in the basic price of the residence.

The servers cannot serve food that was picked up from the floor. If an employee did this, they would be written up and disciplined. There are so many residents in the facility and staff believe if they saw this occur, they would tell them. Regarding the curdled milk complaint, the only thing that they can think of is that when they received their shipment, someone could have gotten milk that was bad but it was not served on purpose. They suppose it is possible but they would not serve milk with an expired date.

They are serving 170 people so if they do not like the food, they attempt to accommodate them. Sometimes residents are not eating very well and they attempt to accommodate them. The residents receive a handbook and they know about the meal plans when they decide to live at the facility. Staff explained that the residents are not provided a smaller amount of food at their next meal if they do not finish their meal. The server waits on 5 to 8 tables at a time so they would not even remember who finished their meal. Staff said that the residents are there at will, so if you do not keep them happy, they will go elsewhere. Every year the residents complete a survey through an independent company and last year, the food service received a 94%. Transportation received a 98%, Maintenance received a 97%, and Housekeeping received a 94% (the HRA reviewed the surveys during the site visit but cannot vouch for accuracy of the above statement due to not being provided copies of the surveys for verification). Staff also explained that they receive good scores from the health department.

Staff said that some of the residents still drive and are able to golf, work, volunteer, and go to the store but some residents need assistance with everything. Some residents need escorts to the dining room because they cannot bear weight. Others need help with bathing and dressing, while some people have memory issues and need medication reminders. Staff explained that the residents that need assistance can contract with any outside provider of their choice, or they can contract with the healthcare service located on site.

The housekeeping services are provided weekly and the resident's bedding is also changed once a week. If there is a holiday or someone from the cleaning staff is out sick, sheets and towels will be changed but there will be no cleaning. When housekeeping returns, they will catch-up on the cleaning. If they are out for a couple of days, then the residents do go multiple days without housekeeping. The residents will still receive sheets and towels regardless. Housekeeping is on a schedule, so if a resident alerts staff that their apartment has not been cleaned, staff look to see what has happened. Staff vacuums, dusts, and cleans bathrooms. They also clean the kitchen. They clean 11 apartments per day. Residents are to contact the front desk when they need maintenance. From there, a work order is completed and given to maintenance staff. The residents should receive a response in 24 hours. If not, the residents can bring the matter to the attention of an administrator and they will investigate. The staff prioritizes the maintenance requests based on safety. For example, if someone has a broken grab bar in their bathroom, those may be replaced first. Residents have a habit of stopping maintenance staff in the hallway asking them to come and fix something while the staff is going to complete other jobs. Then staff will forget about what was asked. Maintenance of the facility is also included in the price and they are a 24 hour on-call service with two staff members. They do have water leaks that occur and contract a company that fixes broken pipes. Staff said that never heard anything about the ceilings damaged from water leakage that were not fixed. They have had quite a few water leaks that were all fixed.

In discussing the transportation complaint, staff explained that transportation is free for residents but, they have to schedule a ride when the driver is at the facility. For example if the resident needed a ride on Tuesday at 8pm, there would not be a driver at the facility. They will take residents to physician's appointments, the grocery store and out to eat to name a few examples of transports. The schedule for drivers is Monday from 9am until 12pm, Wednesday from 9am until 3:30pm and Friday from 9am until 11:30am. If a resident does not have family to provide transportation, the staff may try to accommodate them at other times. Residents have to sign up on a sheet when they want a ride. When they receive a ride, the driver will take the resident to their location and they call the driver when they are ready to return. There is a transportation log where the residents sign up for rides. The facility has a car and a 22 passenger bus. They will go anywhere in Peoria within 20 miles. If the vehicle gets full, they take the residents to physician appointments first and then hair appointments and shopping. The residents are taken door to door, they are helped out of the car and taken to their appointment. If a group of residents wants to go somewhere, they will take them. For example, a group wanted to go to the symphony. The residents get a newsletter that informs them of the activities for the month. They have two people who can drive the bus and two people can take residents in the car. Once they had to cancel transportation because both drivers were out. There is a resident who takes the taxi everywhere. The residents do not pay for transportation because the corporate policy is that they cannot charge for it.

Staff said that they lock the doors around 10pm but doors are not locked at all during the day. They do not tell residents that it is a secure building and they are not a locked facility. They do tell people that it is a safe and secure environment. They also have a 3<sup>rd</sup> shift courtesy staff that are around from 10:30pm until 7am. Doors are sometimes propped open when people are moving into the facility and that door would generally be the back door by the elevator. Each apartment has its own door key. If someone is out past 10, then they come to the front door and are buzzed in or they have their own key to get into the building. Staff have never had to call the police. The lights in the parking lot are on a timer but just that morning a couple of residents said this morning that they have to change the timer. The timers are switched at daylight savings and they can be changed at any time. Clearing the parking lot is contracted out and maintenance staff put salt on the sidewalks. Also, the facility keeps track of who ate that day and how many guests they had. This is if someone does not show up for a meal, they know to check on them and they keep track of who has been in the building.

The facility does not have ashtrays because they are smoke free. There were no ashtrays that caught on fire as per staff. The patio where residents can smoke is 15 feet away from the door. There is a picnic table in the back for employees to use to smoke and this is also 15 feet away from the front door. There are two smoker's stacks for people to put their cigarettes in. A couple of the residents might sneak out at night and smoke but if they are caught breaking the law, they have to pay the fine. Two years ago, they used to have a contract where they could smoke in their room, but that no longer happens. One person was grandfathered into being allowed to smoke but she does not smoke anymore. If residents smoke in their rooms, they are evicted. The staff tells public health to fine someone if they are called and catch someone smoking. They can smell the smoke so if people were smoking, they would know.

Staff explained that fire safety and evacuation plans are in the handbook. The emergency call system is also in the handbook. If there is a fire, the residents are supposed to stay where they are, unless that is where the fire is. This is discussed during the resident meetings. The facility has a fire system and the fire department is alerted if there is a fire. They will evacuate if needed and they have a list of people who would need assistance out of the building in that circumstance. If there is a tornado, they try to get the residents into the first floor hallway. The front desk has an emergency handbook (which was reviewed by the HRA). They have a fire safety procedure for older adults that they review with the residents.

### **Facility Tour**

The HRA toured the facility starting with the food service area while food was being served to the residents during the early seating. Residents were sitting at tables and food was brought to the residents on serving trays. The food appeared to be well heated and cooked. While watching for a short time, the HRA saw no incidents of food being dropped. The HRA also toured the lobby, dining room, kitchen (including pantry, refrigerator, and employee break room) and a back hallway of the facility. The HRA saw that the facility was clean and well-kept with no apparent maintenance issues. The HRA also viewed the transportation sheet that is located at the front desk and saw that residents can sign up for transportation there. The HRA had no permission to view an individual apartment. The HRA also drove through the parking lot of the facility after dark and it appeared as though all the lights for the parking lot were in working order. The lights are mounted on the side of the building and not directly over the parking spots, except for the backside of the building where the covered spots were located. The covered spots had lighting over each individual car and there seemed to be extra lighting on the building because the area was brighter than the other sides.

### **FINDINGS (Including record review, mandates, and conclusion)**

The HRA reviewed policy pertinent to the complaints in this investigation. The contract signed by the residents has a section titled "Rule and Regulations; Resident Handbook" which states that the resident agrees to follow the rules and regulations of the facility, which includes the resident handbook. The contract also states that it is an unlicensed independent living community and not a licensed assisted living, personal healthcare, or nursing care facility. The contract proceeds to state that should the resident need those types of facility, then the facility may consult with the resident, family and physician to see if it's appropriate that they stay at the facility.

#### **Complaint #1 - Inadequate food services, including poor food preparation, insufficient serving, serving expired food, and not serving food that accommodates the health needs of residents.**

The HRA began by reviewing the facility contract and handbook regarding food services. In the contract, it mentions that the residents receive 3 meals per day in the dining room but they may be provided tray service in their apartment at an extra charge. The resident handbook reiterates that 3 full meals are served in the dining room. The handbook states that the menu is

placed under the resident's apartment door each Friday night and that the resident can choose from "Alternate Selections" which are found at the bottom of the menu. The handbook also mentions that each resident receives 4 room service meal trays in their room per calendar month and then if there are more, they have to pay extra. A letter in the general introductory packet to the facility reads "We have a fantastic chef on site who prepares all of the meals and they are served restaurant style. If you do not like what is on the menu, you may choose from over 20 alternative selections."

In reviewing an example of a menu that was provided in the introductory packet, it indicates that there is generally a regular breakfast (fruit, juice, hot/cold cereal or toast, eggs any style and a meat or bread) and a lunch (which the facility calls "Dinner") which is generally bigger than the "Supper". The lunch has an entrée, such as roast beef with gravy, fried chicken, or beef ravioli and a potato or vegetable and bread with a dessert, while the supper is a soup, sandwich, vegetable or deli salad, and a dessert. There are alternative selections that include a vegetarian/lighter side option, low sodium, fish of the week, as well as special of the week and a section called "Sandwiches & Such." The HRA reviewed two other menus for 10.27.2013 to 11.2.2013 and 11.3.2013 and 11.9.2013 and they were similar to the example menu except on Halloween it reads that there is a Sack Meal for supper.

The HRA reviewed the agenda for a 10.25.2013 Food and Resident meeting which includes discussion of a Candlelight Dinner that the facility will be having, a Happy Hour and then early seating changes. The agenda also has a section discusses "Food Portions" which reads "If you would like another serving or two hot dogs, hamburger, etc on Substitute menu just let us know." There is also a section of the agenda requesting food suggestions.

In the services and rates section of the introductory literature, it reads that "Chef-prepared breakfast, lunch and dinner served daily in the Grandview Dining Room" is included in the monthly fee.

In reviewing the Peoria City/County Health Department website, it appears that the facility had 6 routine inspections in 2012 and 2013 and the grades were 95, 97, 99, 97, 99, and 95 out of 100. There did appear to be a complaint against the facility in 2011 that was unsubstantiated.

The Food Service Sanitation Code reads "Food shall be in sound condition, free from spoilage, filth, and other contamination and shall be safe for human consumption" (77 Il Admin Code 750.100).

### *Complaint #1 - Conclusion*

The HRA saw no evidence that the food was sub-par, that food was dropped, that curdled milk was served to the residents, or that food sat for hours. The facility passed public health inspections for the last two years in the 90th percentile. Additionally, the HRA saw no evidence substantiating the allegation that not all the food selected is provided to the residents or that there is even an option for two dinners in one serving. There was no evidence that a smaller amount of food is brought if a resident does not eat all their food or that if a resident does not like what they

are brought or cannot eat then they just do not eat. It appears that according to the menu, that you are provided food you ordered. There appears to be an open communication available to residents at the Food and Resident meeting and it is stated in the agenda that if the residents want another serving or something from the substitute menu, they can alert staff. It does appear that there is food provided that is high in fat and carbohydrates but also there are alternatives to the food that the residents can eat. For the most part, the residents seem to be made aware of the food situation at the facility before they sign the lease and choose to accept what is provided to them. The exception is the facility providing sack lunches on the holiday, which the HRA saw no evidence in the records that the facility makes residents aware of the lunches 7 times a year. Even with this, the residents are still being provided a meal at supper and have choices for the other two meals. Also, the residents are free to make other meal plans for supper on holidays should they not want to eat the sack lunch, such as going out to eat, making food in their apartment, or even ordering food. Also, because the facility is unlicensed, the HRA has no regulation to follow as to whether the residents must be provided the supper meal on the 7 holidays, and because of this the complaint is found **unsubstantiated** but the HRA offers the following **suggestion**:

- Assure that residents are aware prior to signing a lease that they will be provided sack lunches 7 times a year and do this through documenting it in the contract and handbook. Also document that the residents do have choices in the type of sandwich that they are provided.

**Complaint #2 - Inadequate safety, including doors not being locked and being left open, no staff supervision of the doors, insufficient staff, ice and snow not cleared from parking lot and deficient parking lot lighting.**

The HRA began by reviewing the contract with the facility which indicates that the resident's apartment is equipped with a call system that allows the resident to contact staff 24 hours a day but, other than that, they are expected to be responsible for their own safety and personal protection. The contract also states that the facility does not ensure that the building is secure from theft or other criminal acts. The facility handbook devotes an entire section to health and safety. The handbook states that the apartments are equipped with two emergency call devices that the residents can use to contact 24 hour on-duty staff. The handbook also discussed the issue if a resident is injured outside of his/her apartment. The handbook describes an intercom system which the front desk is to use to communicate with the resident if there is a power outage, fire, tornado, or medical issue and states there will be a clear announcement over the speaker system after fire alarms. The handbook also has a section titled "Security" which states that staff is on duty 24 hours a day and that the apartment is electronically connected to a central panel board at the front desk so that anytime a cord is pulled, there is an audio and visual signal given on the panel board that indicates where the emergency is located. Staff will then respond to the emergency. The handbook also has a section regarding a fire, safety and evacuation plan which states that the facility has emergency lighting and smoke alarms installed throughout the building and that staff are trained in fire and safety precaution methods. The handbook also reads that emergency fire and disaster evacuation plans are posted throughout the facility and that there are periodic drills held. There is also a statement in the handbook that between the hours of 9pm and 6:30am, the front door is locked for security purposes.

The HRA reviewed the facility sheets which describe features and amenities, including a valet car service during the winter season, Monday through Friday, from 7:30am - 5pm. In addition to this, the HRA reviewed a service agreement with the facility and another company stating that after 2 inches of snowfall, they will remove the snow and, upon request, salt the sidewalks and parking lot.

The HRA also reviewed memos and part of the facility newsletter concerning the importance of flu shots and preventing the flu. Part of one of the memos requests that residents stay in their room if they have the flu so to not spread the sickness. Another section reads that if residents are sick, meal trays will be delivered at no charge.

The HRA read documents titled "Explaining Emergency Situations to a Resident" which deals with what a resident should do if a fire is not contained, what to do if there is a power outage, and what to do if the fire alarm sounds. Also, there is an employee procedure on what to do when they hear a fire alarm. Additionally, there is a procedure on employee fire training and fire safety. There was no documentation or evidence regarding a timer for the lights in the parking lot or dealing with lights being burnt out in the lot.

The HRA saw nowhere in the documentation provided that that the building was secure or that the door is to be watched.

#### *Complaint #2 - Conclusion*

Neither the facility nor the facility contract signed by residents make specific guarantees related to building security. The facility does seem to have policy and procedure in place regarding safety procedures, and for these two reasons the HRA finds this complaint **unsubstantiated** but offers the following **suggestions**:

- The valet service is an excellent way to ensure parking lot safety but there seems to be a gap for residents driving in the evening or on the weekend. The HRA suggests finding an alternative for those people.

#### **Complaint #3 - Inadequate maintenance and cleaning staff services.**

The Independence Village contract states that the facility will perform routine maintenance to resident's apartments but the resident is responsible for their personal property. It also reads that the facility will maintain all common areas and the grounds of the facility. The contract also states that the facility provides housekeeping services with weekly cleaning of bed linens and towels. The contract points out there are washers and dryers at the facility for resident use and that the cleaning of the carpets is the resident's responsibility. The handbook reiterates the statement on house cleaning, linens, and towels, and they also add that they will contact the resident and let them know the schedule of the cleaning. The services and rates document states that housekeeping and interior and exterior maintenance are included in the fees.

The handbook asks that should a resident have a maintenance need, that they report it to

the front desk and not directly to the maintenance staff because there is a tracking system in place. The HRA also reviewed a memo, dated 4.26.2012, to residents reviewing the maintenance process. The memo asks the residents to go to the front desk with maintenance concerns and refrain from making a direct request to the maintenance staff directly because of the tracking procedure. The memo also states that staff will complete a work order and give it to maintenance staff the following day. The memo states that response times should be within 48 hours for non-emergency issues and that all work orders will be completed by priority. The memo also reads that the maintenance staff will leave a receipt in the apartment once the issue is fixed. The memo goes on to state that if there is an emergency issue, please call the front desk for immediate assistance and if, after 48 hours, your issue has not been addressed, please contact the Executive Director and they will follow up with the issue. The HRA also reviewed a cleaning and laundry schedule for apartments which indicates that there are three staff members that clean the apartments in the facility and each day the staff are to clean specific apartments throughout the week.

### *Complaint #3 - Conclusion*

The facility has a maintenance plan in place and, when the HRA toured the facility, they did not see any apparent maintenance issues. The contract and handbook do state that there is weekly housekeeping and linen services but in the staff interview, it was stated that if housekeeping is out, then the residents do not receive housekeeping services that week (but they do receive linen and towel cleaning). Because the facility is unlicensed, the HRA cannot substantiate the complaint, so this allegation is found to be **unsubstantiated** but the HRA offers the following **suggestion**:

- The contract states that the residents receive weekly housekeeping service but the staff stated that if housekeeping is out then the cleanings are on hold until they return. The HRA suggests the facility comply with the contract and the handbook and provide cleaning services even when the staff is gone.

### **Complaint #4 - Violation of state smoking requirements.**

Both the contract and the handbook state that smoking is not permitted in the facility. The contract states that smoking is permitted outside and the handbook states that smoking is not permitted within 15 feet of an exit.

The HRA reviewed a memo from the Executive Director to the residents, dated 1.18.2010, reminding the residents that smoking is prohibited in common areas of the building and within 15 feet of the building. The memo states that the last summer a cement patio with benches was provided to the residents with smoke stations. The memo states that smoking is prohibited in the apartments unless you have signed a lease stating that you are a smoker wishing to smoke in your apartment. The memo states that anyone who violates the law is subject to a \$100 fine for the first violation and \$250 for the second violation and "Any resident who is found smoking by the City of Peoria will be fined individually." The HRA was not provided any newer memos regarding the smoking laws. The HRA saw no documentation stating that residents can smoke if they want to pay an extra fee.

The Smoke Free Illinois Act defines a private residence as "... 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 purposes 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." and a public place as a "... portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or entities, the State of Illinois, or any other public entity and regardless of whether a fee is charged for admission, including a minimum distance, as set forth in Section 70 of this Act, of 15 feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. A 'public place' does not include a private residence unless the private residence is used to provide licensed child care, foster care, or other similar social service care on the premises" (410 ILCS 82/10). The Act proceeds to state "Smoking in public places, places of employment, and governmental vehicles prohibited. 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 82/15) and "Notwithstanding any other provision of this Act, smoking is allowed in the following areas: ... (1) 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" (410 ILCS 82/35).

#### *Complaint #4 - Conclusion*

The documents indicate that the facility had allowed smoking in the apartments but the revised contract indicates otherwise. Because the facility has non-smoking laws for the common areas that would be considered "public" and also does not appear to be offering smoking privileges to those who want to pay an extra fee, the HRA finds this complaint **unsubstantiated**.

#### **Compliant #5 - Improper transportation services, including services often being cancelled forcing residents to be responsible for their own transportation.**

The resident contract states that the facility will provide scheduled transportation according to the transportation schedule posted. The schedule in the handbook has transportation times for Monday, Wednesday and Friday and also a time for church on Sunday. The HRA was provided introductory material which states that the facility provides free transportation within 10 miles and has a schedule of transportation times. The HRA was also provided a flyer with a schedule that is posted for the residents. The handbook is the only place where the Sunday schedule is mentioned and the handbook also notes that Wednesday has schedule hours from 1pm to 3:30pm, while the other two documents have the schedule being from 9am to 3:30. Also the handbook and the introductory material have the Monday and Friday schedules from 9am until 11:45am while the flyer has 9am until 11:30am. The services and rates sheet from the introduction packet indicates that transportation is complimentary.

*Conclusion - Complaint #5*

The HRA saw no evidence either way that transportation services are often cancelled and also saw that the services are considered free but are limited to certain times. Because of this, the HRA finds this complaint **unsubstantiated** but offers the following **suggestions**:

- During the interview, it was stated that transportation services had to be cancelled once due to both drivers being absent. Because residents may depend on the services, the facility may want to inform them in writing that if both drivers are absent, services may be suspended for that time.
- The times posted are inconsistent between three different forms. The HRA suggests changing the times for consistency as to not confuse residents.

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## **RESPONSE**

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

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# Independence Village *of Peoria*

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February 13, 2014

Debra Goodwin, Chairperson  
Regional Human Rights Authority  
401 Main Street, Suite 620  
Peoria Illinois 61602

Re: Human Rights Authority Case #14-090-9007

Dear Ms. Goodwin:

This letter is to provide response to your letter dated February 3, 2014. I understand the findings of the investigation were not substantiated, which is consistent with our internal investigation of said complaints after being notified by your agency.

Our community is always open to suggestions and feedback. As I reported in our interview, I had not been made aware of any of the complaints brought to your agency. I have several venues in which our residents may voice their suggestions or concerns: I conduct monthly meetings with our residents; there is an open door policy to meet with me at any time; and a suggestion box is present in the lobby at the property for anonymous or signed suggestions/concerns. Our parent company, Capital Senior Living, also utilizes an outside vendor to distribute and collect an annual survey from our residents.

I want to further emphasize our dedication to providing upscale retirement living for seniors at Independence Village of Peoria. As an independent living community for seniors, our mission is to provide an open and inviting environment for seniors to live an independent and quality lifestyle with dignity and respect. We are also dedicated to providing an accessible property to accommodate those with disabilities.

Should you have any further questions, please call me at (309) 691-1888.

Sincerely,



Lisa Holloway  
Executive Director  
Independence Village of Peoria