

Assisted Living Facility Disclosure Statement Required by the Virginia Department of Social Services

The *Standards for Licensed Assisted Living Facilities* requires each assisted living facility to provide a statement to prospective residents and legal representatives, if any, that discloses information about the facility. The disclosure statement must also be provided to residents or their legal representatives upon request and made available to the general public.

I. General Information About the Facility

- **Name of the facility:** Webster Center for Assisted Living
- **Name of the licensee:** Kendal at Lexington
- **Ownership structure, i.e., individual, partnership, corporation, limited liability company, unincorporated association or public agency:** Lexington Retirement Community, Inc. (LRC) (d/b/a Kendal at Lexington) is a 501(c)3 not-for-profit corporation organized in the Commonwealth of Virginia.
- **Names of any other assisted living facilities for which the licensee has a current license issued by the Commonwealth of Virginia:**
Not Applicable
- **Name of the management company that operates the facility, if other than the licensee:** Not Applicable
- **Licensed capacity:** 20 Beds
- **Description of the characteristics of the resident population, such as general information on gender, age, medical conditions, mental status, special populations, and social or other relevant descriptors:**
 - Average Age: 90
 - Females make up about 62% of the population in Webster.
 - Most function well cognitively with the predominant problem being short-term memory and the majority receiving medication administration services.
 - Predominant medical issues are cardiac related such as hypertension, atrial fibrillation and congestive heart failure. Some residents are also diagnosed with Diabetes and dementia or cognitive impairment.
 - Majority have college degrees, some with advanced education.
 - Most have traveled extensively
 - Many enjoy the arts
- **Requirements or rules regarding resident conduct and other restrictions and special conditions:**
Not Applicable

II. Accommodations, Services and Fees

- **Accommodations, services, and care included in the base fee: See Below**
- **Amount of the base fee: (If there is more than one base fee, list each separately and specify the accommodations, services and care provided for each fee.)**

Residential Level: \$166 daily

Assisted Level: \$205 daily

Accommodations, services and care included in the fee are based upon the following criteria:

Table I Activities of Daily Living (ADL's)

- Bathing
- Dressing
- Toileting
- Transferring
- Eating/feeding
- Bowel
- Bladder

Table II Instrumental ADL's

- Meal Preparation
- Housekeeping
- Laundry
- Money Management

Table III Behavior Patterns

- Wandering
- Passive/withdrawn
- Abusive
- Aggressive
- Disruptive
- Comatose

Table IV Orientation

- Disorientation (confusion) either some or all of the time
- Comatose

The following services are included in all levels of care:

- Private room and bathroom
- Three meals daily plus snacks
- Weekly housekeeping and linen service
- Wellness programs
- Social and recreational activities
- Access to periodic health assessments
- Assistance with scheduling medical appointments and medical transportation
- Assistance with oxygen if needed
- Wound care
- Personal fund management

If the resident's condition requires additional services based upon a periodic, professional assessment by Kendal's staff with requisite training, Kendal will discuss with the Resident and Resident's personal representative, if applicable, any changes needed in level of care and the rate charged.

At the Residential Level of Care: Supervision and/or physical assistance with one item in table I or one or more of the items on table II

At the Assisted level of Care: Supervision and/or physical assistance with two or more items in table I and any items in table II,III,IV and assistance with ordering and obtaining medications.

Meals are served in an open dining room, in which residents have access to foods that may not be compliant with their physician recommended diets. Foods are marked on the Week at a Glance Menus to indicate items that are high in Vitamin K, low in sugar or sugar free, gluten free, locally sourced and/or healthier choices. These items are made available to residents and residents are encouraged to follow their recommended diets.

****Kendal contract residents pay \$10/daily for the two additional meals****

- **Additional accommodations, services, and care not included in the base fee and the fee for each:**
 - Medication administration fee (if resident needs medications actually administered by the staff) there is a \$15 per day fee.
 - Personal laundry services are provided for \$8.00 per load.
 - Beauty and barber services are provided and prices established by Lisa's at Kendal.
 - Enclosed balcony fee \$100 per month for any balconies that have been enclosed.
 - Housekeeping-beyond regular schedule \$25 per hour, per housekeeper
 - Maintenance services- \$25 per hour, plus materials
 - Replacement PET \$160 each
 - Computer/IT services \$30 per half hour with \$30 minimum
 - Telephone and internet- through local provider at the residents discretion
 - Cable \$20 per month. **included for contract residents**
 - Replacement name tags \$8
 - Additional keys \$5 per key
 - Pet fee \$200 non-refundable deposit
 - Therapy services billed to Medicare, insurance or private
 - Medical supplies-based on individual charges.

- **Amount of advance or deposit payment:**

The amount to be paid will depend upon Kendal's current published rate schedule for the various levels of care. The Resident will be responsible for the rate as determined by assessment, and assessments will be updated as the resident's needs change.

On the day of admission, the Resident is required to pay Kendal the daily rate for thirty days. The bill for the month following admission will be pro-rated based on the date of admission. Thereafter, the Resident is responsible to pay the daily rate for one month in advance by the fifth of the month. The Resident agrees to pay the daily rate that has been established. Overdue accounts will bear interest at the maximum legal rate allowed by Virginia Law.

- **Refund policy for advance or deposit payment:**

If the Resident or Kendal terminates the contract for negligence, lack of due diligence, intemperance, immorality, incompetency, cruelty, mental derangement, willful violation of laws or governmental regulations, or willful violation of explicit rules and regulations of the facility, the Resident shall receive a refund of the pro-rated portion of the funds paid in advance.

- **Policy regarding increase in charges and length of time for advance notice of intent to increase charges:**

Kendal has the right to increase the daily rate or the charges for any other services upon 30 days written notice to the resident.

III. Admission, Transfer and Discharge Criteria

- **Criteria for admission to the facility and any restrictions on admission:**

In order to be considered for admission to the facility, the individual must first complete a financial application, which is sent to the Kendal at Lexington Finance Department for approval. Then the individual must complete a Uniform Assessment Instrument (UAI) and Resident Criteria Screen with the Kendal Interdisciplinary Team. The individual may be admitted if he/she scores according to the guidelines for assisted living admission, as set by Kendal at Lexington.

- **Criteria for transfer of a resident to a different living area within the same facility, including transfer to another level, gradation, or type of care within the same facility or complex:**

Transfer to another level of care within Kendal at Lexington or to another care facility requires a decision be made jointly by the Resident Care Committee in consultation with the resident, family and the physician.

- **Criteria for discharge from the facility, including actions, circumstances, or conditions that would result or may result in discharge of the resident:**

- Residents will be discharged from Kendal to another health care facility when Kendal is no longer able to meet the Resident's needs. Kendal will notify the resident and the resident's personal representative, of the planned discharge. The written notification will occur at least 14 calendar days prior to the actual discharge date.
- 14 days written notice will not be given if the Resident's condition presents and immediate and serious risk to the health, safety or welfare of the resident or others and an emergency discharge is necessary.
- In the event of cancellation or termination of this agreement, the Resident may be discharged in accordance with 22 VAC 40-72-420.
- Termination of Agreement: The resident may terminate this agreement at any time and for any reason upon thirty days written notice to Kendal. When the resident terminates this agreement, either by death or an emergency transfer to another health care facility, Kendal will refund any amount paid in advance on a pro-rated basis once the resident's furniture and personal possessions are moved. In any other case, the

resident will be responsible to pay Kendal the daily rate and other charges for the thirty day period and any longer time before the resident vacates the room including the removal of all furniture and personal possessions.

- This agreement may be terminated immediately by either party upon showing of negligence, lack of due diligence, intemperance, immorality, incompetency, cruelty, mental derangement, willful violation of laws or governmental regulations, or willful violation of explicit rules and regulations of the facility. If the resident or Kendal terminates for cause, the resident shall receive a refund of the pro-rated portion of the funds paid in advance.

IV. General Number, Functions and Qualifications of Staff on Each Shift

Shift (list times of shift)	Total Number of Staff Per Shift	Number of Staff Providing Direct Care Per Shift	Functions of Staff Per Shift (for example, personal care, activities, housekeeping)	Qualifications of Staff Per Shift (for example, RN, LPN, CNA, dietitian)
<u>8:00 a.m. - 4:30 p.m.-</u>	<u>3 staff three days a week 2 staff four days a week.</u>	<u>2 direct care staff 7 days a week, LPN serves as direct care staff 2 days a week.</u>	<u>Direct resident care, medication administration, providing needs of individual care plans, assisting with two meals (breakfast and lunch), provides laundry and assistance to get to activities and to therapy services as needed, schedules bus and appointments, reorders medications, change beds.</u>	<u>LPN maintains a current VA LPN license and direct care staff are Certified Nursing Assistants/Medication Aides. All staff are current in First Aid and at least one person per shift is current in CPR.</u>

<u>4:00 p.m.- 12:30 a.m.</u>	<u>2 staff seven days a week.</u>	<u>2 direct care staff seven days a week.</u>	<u>Provide direct resident care, medication administration, PM/bedtime care, helping with dinner meal, carry out individual care plans, re-order medications as needed, carryout activities as scheduled.</u>	<u>Staff members are Certified Nursing Assistants/Medication Aides current in First Aid and at least one personal per shift is current in CPR.</u>
<u>12:00 a.m.- 8:30 a.m.</u>	<u>2 staff seven days a week.</u>	<u>2 direct care staff seven days a week</u>	<u>Provide direct resident care, and AM/morning care, medication administration, files monthly medication sheets, does nightly MAR review, follows individual care plans, strip beds.</u>	<u>Staff members are Certified Nursing Assistants/Medication Aides with both current in First Aid and at least one person per shift current in CPR.</u>

V. Activities Provided for Residents

- **Range/categories of activities: (Specify types of activities and note whether all activities are available to all residents or what, if any, limitations are placed on participation in specified activities. Note whether participation in certain activities is geared to a particular group of residents.)**

All activities on the Webster Center Assisted Living Activity Calendar are available to all Webster Center residents. There are a few special interest groups that may be of interest to some and not to others. Adventure Club activities are geared toward our mixed population residents to ensure they have ample opportunity for activity outside the Webster Center.

Categories of activities: Spiritual, physical, creative, intellectual/educational, entertaining/social, productive, reflective contemplative, outdoor and nature/natural.

- **Frequency of activities (average number of total activities per week):**
20
- **Average number of different types of activities per week:**
15

VI. Liability Insurance Disclosure

(Facility must indicate yes or no below)

This facility maintains liability insurance that provides at least \$500,000 per occurrence and \$500,000 aggregate, which is the minimum amount of coverage established by the State Board of Social Services for disclosure purposes, to compensate residents or other individuals for injuries and losses from the negligent acts of the facility.

Yes

No

VII. Additional Information

- Names of contractors, if used, providing essential services to residents are available upon request. (Examples of essential services are staffing, pharmacy, health care and food/dining.)**
Pharmacy services are provided by Family Care (Cedarfield) Pharmacy
Outpatient Therapy Services are provided by Select Rehab
Podiatry services are provided by Blue Ridge Podiatry
Laboratory services are provided by Solstas
Registered Dietician services are provided by Amanda Kaster, RD
- Additional information about the facility may be obtained from the Virginia Department of Social Services' website, <http://www.dss.virginia.gov>. The information on the website includes type of license, special services, and compliance history after July 1, 2003.**

Resident/RP Signature _____

Date _____