

**Heart & Soul III ALF**  
**611 19<sup>th</sup> Street**  
**Newport News VA 23607**  
**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:** Heart & Soul Adult Living Facility III
- **Name of the licensee:** Heart & Soul LLC
- **Ownership structure, i.e., individual, partnership, corporation, limited liability company, unincorporated association or public agency:** LLC
  - **Names of any other assisted living facilities for which the licensee has a current license issued by the Commonwealth of Virginia:** Commonwealth of Virginia licenses Heart & Soul Assisted Living Facility III which is located at 611 19<sup>th</sup> Street Newport News VA 23607
  - **Name of the management company that operates the facility, if other than the licensee:** N/A
  - **Licensed capacity:** 27
  - **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:**

Age: All residents must be at least 18 years of age or older.

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**Characteristics of population to be served include:**

- 1) Ambulatory Adults
  - 2) Mentally challenged and/or mentally ill adults with a history of substance abuse.
- **Requirements or rules regarding resident conduct and other restrictions and special conditions:**
    1. Residents are expected to contribute to the family atmosphere of the facility and maintain a friendly attitude toward other resident of the

facility. Aggressive or verbal abuse is not accepted behavior and is grounds for discharge from the facility.

2. Rooms may not be subleased, loaned or shared with anyone.
3. No credits will be given for absence from facility of missed meals.
4. Resident agrees to bathe and change into clean clothes frequently and will promote cleanliness in his/her room and the common areas.
5. Residents are required to notify staff when leaving the facility. If the resident is not returning the same day, ensure staff is aware and medicines are checked out by responsible party,
6. Guest visiting hours are between 9am-9pm. All guests should inform staff that they are in the facility.
7. Smoking in the facility or your room is strictly prohibited. Resident is allowed to smoke in the designated areas outside of the building.
8. Alcoholic beverages of any kind are not permitted without consent of the Administrator and Responsible Party.
9. Residents are not allowed to give other residents cigarettes, alcoholic beverages or medicine at any time.
10. All medication is administered by the Registered Medication Aides. The resident will not keep medicines including over-the-counter prescription or otherwise, in his/her room at any time. Narcotics, barbiturates or sleeping pills of any kind are not permitted except by physician orders and must be administered by the Registered Medication Aides.
11. Radio and/or Television after 9pm or before 7am are not allowed, unless the resident is in a private room and the volume is low.
12. Weapons are not allowed on the premises. No firearms or weapons (i.e. gun, knife, etc) will be allowed on the premises at anytime.
13. The resident will not in his/her action endanger the lives or damage the property of other residents and/or staff.
14. For your protection, bed checks are made nightly. However, residents have the right to post do not disturb sign outside their door.
15. The Management of facility will not be responsible for any money of valuables left in possession of residents of the facility. Residents are encouraged to send all valuables home or to other relatives. Facility will conduct an inventory of resident personal property during admission and during discharge.
16. Personal telephone calls may be made and received only in the designated area for resident in the break room across from the nurse's station. Please limit personal calls to three (3) minutes. Calls are to be placed between the hours of 8am to 9pm. Resident agrees to reimburse the facility for any long distance calls.
17. Visiting other residents in the facility in their rooms is not permitted without an invitation from the resident.
18. It is the facility policy that all meals shall be served in the dining area only.
19. No personal pets are allowed.
20. Food of any kind will not be permitted in the resident's room.

## II. Accommodations, Services and Fees

- **Accommodations, services and care included in the base fee:**
  1. ***Current Auxiliary Grant Rate plus the laundry fee of \$10.00***
  2. ***Private Pay Rate varies according to needs and income from \$1250.00 per month to \$5000.00 per month.***
  3. ***Residents are evaluated by the TIERS below.***
  
- **Heart & Soul offers a safe wholesome and homelike environment for ambulatory residents with qualified staff members on duty 24/7 who are CPR/First Aide certified. There is a Licensed Practical Nurse (LPN) on duty four (4) days a week, three (3) nutritious meals and three (3) snacks Our activities/outings are posted. Day Programs and Workshops are strongly recommended, and transportation will be arranged. Facility outings transportation will be provided.**

**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):**

### **TIER 1 Auxiliary Grant Pay Rate is Based off Current Rate + \$10 for Laundry**

- Basic Rate is determined by the Virginia General Assembly and is adjusted periodically.
- Current AG rate is \$568 + SSI Typically (\$721) remainder is refunded back to resident as spending minus medication cost as required.

### **Admittance Criteria**

- Based on Diagnosis
- No incontinent (Case by Case)
- Ability to go to Day Support Program
- No history of Aggression with-in last 5yrs (Case by Case)

### **Services resident are entitled Too are as Follows:**

- Semi-Private + Quad Room
- 3 meals & 3 Snacks
- Medication Management
- Mild Assistances with ADL's
- Setting up Doctor Appointments
- 24 hour Supervision by qualified DCS/RMA

### **TIER 2 Private Pay Rate of \$1300 - \$3499 which includes**

**\*private pay rate is based on resident's income & Medical History**

- UAI is conducted before admission by Administrator or Discharging Facility
- Rate will be consistent with Trail visit rate if individual is transitioning from a state facility
- Rate will increase when resident requires additional care and monitoring
- Rate will increase if Residents behaviors intensifies
- If Facility is no longer able to assist resident with behaviors, resident will be discharged

### **Rate is Projected by: (On a Case by Case)**

- History of Aggression
- History of Drug abuse

- Medical History that requires Staff to use extra precautions
- History of Property Destruction
- History of Stealing resulting in Aggression
- Extensive Criminal Background involving Murder or Malicious wounding
- History of Extreme behavior resulting in destruction of property and human life
- Ability to go to Day Support Program

**Services residents are entitled to:**

- Semi Private Room
- 3 Meals and 3 snacks
- Assistance with ADL's (if required)
- Medication Management
- 24hr monitoring requires additional staffing, Supervision by qualified DCS/RMA
- Requires closer observation because of destructive behaviors
- Requires additional training for Staff
- Laundry \$50/month
- Transportation twice a month for shopping in the community
- Private Pay A-La-Carte Transportation
  - ◆ Base fee to Doctors Appt. \$50 to Doctor Appointments
  - ◆ Staff to accompany resident for up to 2hrs any time above the 2hrs will result in a \$25/hr fee.
  - ◆ Legal Appointments staff will accompany for a fee of \$15/hr
- Heart & Soul LLC does his ISP/UAI Assessment for a flat fee of \$50.
- Companion Care Rate of \$15.00 per hour: provides one on one service to individuals who need more assistance than offered. This service is offered for private pay residents only.
- Property Destruction will be assessed to the resident. The fee will encompass parts and labor.

**TIER 3 Private Pay Rate of \$3500 - \$5000 which includes**

- UAI is conducted before admission by Administrator or Discharging Facility
- Rate will be consistent with Trail visit rate if individual is transitioning from a state facility
- Rate will increase when resident requires additional care and monitoring
- Rate will increase if Residents behaviors intensifies
- If Facility is no longer able to assist resident with behaviors, resident will be discharged

**Rate is Projected by: (on a Case By Case)**

- History of Aggression
- History of Drug abuse
- Medical History that requires Staff to use extra precautions
- History of Property Destruction
- History of Stealing resulting in Aggression
- Extensive Criminal Background involving Murder or Malicious wounding
- History of Extreme behavior resulting in destruction of property and human life
- Ability To go to a Day Support Program

**Services residents are entitled to:**

- Private Room
- 3 Meals and 3 snacks
- Assistance with ADL's (If Required)

- Medication Management
  - 24hr monitoring requires additional staffing, Supervision by qualified DCS/RMA
  - Requires closer observation because of destructive behaviors
  - Laundry \$50/month
  - Transportation twice a month for shopping in the community
  - Private Pay A-La-Carte Transportation
    - ◆ Base fee to Doctors Appt. \$50 to Doctor Appointments
    - ◆ Staff to accompany resident for up to 2hrs any time above the 2hrs will result in a \$25/hr fee.
    - ◆ Legal Appointments staff will accompany for a fee of \$15/hr
  - Heart & Soul LLC does his ISP/UAI Assessment for a flat fee of \$50.
  - Companion Care Rate of \$15.00 per hour: provides one on one service to individuals who need more assistance than offered. This service is offered for private pay residents only.
  - Property Destruction will be assessed to the resident. The fee will encompass parts and labor.
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- **Refund policy for advance or deposit payment:** There is a thirty (30) day notice for refund policy. Each resident shall be given a final statement of account any refunds due and return of any money, property or things of value held in trust of custody by the facility.
  - **Policy regarding increase in charges and length of time for advance notice of intent to increase charges:**
    - A. The facility will provide the resident and/or responsible party with a thirty (30) day advance written notice of any annual rate increase or intent to increase monthly rates.

### **III. Admission, Transfer and Discharge Criteria**

- **Criteria for admission to the facility and any restrictions on admissions:**
  - a) No person shall be admitted without his/her consent and agreement or that of his/her personal representative, if applicable.
  - b) No resident shall be admitted or retain for whom the facility cannot provide or secure appropriate care or who requires a level of service or type of service for which the facility is not licensed to provide; or if the facility does not have appropriate staff numbers and/or with appropriate skill to provide such services.
  - c) The facility will make a determination that we can meet the needs of the resident based on :
    - 1) The completed Uniformed Assessment Instrument (UAI) which shall be completed by the Administrator or Designee of Heart & Soul Assisted Living Facility III LLC prior to admission date.

- 2) The history and physical examination report by individuals independent physician, including the screening for tuberculosis within thirty (30) days prior to or date of admission.
  - 3) The physical examination shall be valid for six (6) months
  - 4) An interview between the Administrator or a designee responsible for admission decisions, the resident and his/her responsible party, if any.
  - 5) Prior to admission, an assessment of psychological, behavioral and emotional functioning should be conducted by a qualified mental health professional, if recommended by the UAI of the Administrator or designee responsible for admission decisions. The psychological behavioral and emotional assessment must cover the person's current functioning and functioning for the six (6) months prior to or the date of assessment. The assessment cannot be more than three (3) months old.
  - 6) Upon completion of the UAI, the administrator shall provide written assurance to the resident that the facility has the appropriate license to meet his/her care needs at the time of admission. Copies of the written assurance will be given to the responsible party, if any and case manager, if any.
  - 7) Prior to or at time of admission, the Resident's Personal/Social Data Form must be completed and maintained by the facility.
  - 8) When a person is transferring from a rehab center, another assisted living facility, private hospital, etc., collateral information supporting documentation, e.g. medical records documentation, progress notes shall be collected on the person.
- d) The facility furnishes the furniture for rooms.

### **Individualized Service Plan**

Within 72 hours of admission, an Individualized Service Plan (ISP) will be completed on each new resident that addresses the immediate needs of the resident.

A comprehensive plan shall be completed within thirty (30) days after admission and will include:

1) A description of the identified needed based upon the (i) UAI; (ii) admission physical examination; (iii) interview with resident; (iv) assessment of psychological, behavioral and emotional; if appropriate; and (v) other sources. 2) A written description of what services will be provided and who will provide them; 3) When and where the services will be provided; and 4) the expected outcome. The Individualized Service Plan is another assessment instrument that is used to ensure the facility can continue adequate care for the resident needs.

Individual Service Plan shall be reviews and updated at least once every twelve (12) months. However, the Individualized Service Plan shall be re-evaluated as needed as the condition of the resident changes.

The Administrator or Designee, in conjunction with the resident and the resident's family, case worker, personal representative or other person's, as appropriate, shall review and sign the Individualized Service Plan indicating they each understand and will abide by the care plan set forth by the facility.

The new level of care rate will be charged on the resident's monthly billing effective on the next month's billing statement for any changes made requiring a higher or lower level of assistance with activities of daily living.

- **Criteria for transfer of a resident to a different living area within the same facility, including transfer to another level, graduation or type of care within the same facility or complex:** Heart & Soul Assisted Living Facility LLC reserves the right to transfer the resident to a different area within the same facility for reasons involving changes in level of care, compatibility with other residents, for the convenience of the staff, or changing from private to semi-private room. A seven (7) day written notice to transfer a resident to another room or living area within the facility will be given to the resident and/or responsible party.

**If transfer is needed because of the resident's level of care the following criteria will apply:**

- a) A new completed Uniformed Assessment Instrument (UAI) which reflects the conditions of the resident's needs that warrant a change in the resident's approved level of care shall be completed by the Administrator or Designee of Heart & Soul ALF LLC prior transfer to a different living area within the facility.
- b) An interview between the Administrator or Designee, the resident and his/her responsible party, if any, to discuss the change in conditions of the resident warrants the need for transfer. A written assurance from the Administrator or Designee that the facility can meet the new changes of resident's approved level of care.
- c) A new level of care rate will be charged on the resident's monthly billing effective on the next month's billing statement for any changes made requiring a higher or lower level of assistance with activities of daily living.

Hospice care is not provided in this facility. In case, of wound care the facility will contact the Physician on call (Visiting Physicians) and have Homecare nurses come into the facility to issue care for the resident. Licensed staff from the home care agency will inform and notify the facility of all cares provided to the resident and appropriate techniques regarding safety precautions and actions to take in case of emergency.

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

- A. When actions, circumstances, conditions or care needs occur which will result in the discharge of a resident, discharge planning shall begin immediately. Actions, circumstances, conditions or care needs include but are not limited to the following:

1. Resident who presents an imminent physical threat or danger to self others;
2. Resident who require continuous licensed nursing care;
3. Residents whose health care needs we can not meet as determined by the Administrator of Heart & Soul Assisted Living Facility LLC;
4. Medical or physical care that Heart & Soul ALF is not licensed for which include: **ventilator dependency, Dermal ulcers III or IV, Intravenous Therapy or injections directly to the vein; Airborne infectious diseases in communicable state that require isolations; Nasogastric tubes; or Gastric tubes or Psychotropic medications without appropriate diagnosis and treatment plan.**
5. Resident or responsible party fails to meet the financial obligations described in the Resident Agreement. Non-payment of account over fifteen (15) days;
6. Resident does not comply with the facilities Rules of Resident Conduct;
7. Inability to get along with the facilities Rules of Conduct; excessive complaints of employees/families/facility despite employees/facilities efforts to address and resolve the issue(s).

**B.** If one or more of the above occurs the facility shall have the right to give a thirty (30) day written notice to the resident and responsible party of the planned discharge. The reason for the move shall be discussed with the resident and/or responsible party at the time of notification.

**C.** Health, safety, or welfare of the resident or others and emergency discharge is necessary, a thirty (30) day notification of planned discharge does not apply; although the reason for the relocation shall be discussed with the resident and when possible the responsible party, if any;

**D.** Under emergency conditions the resident or the responsible party and the family as appropriate, shall be informed as rapidly as possible, but by the close of the business day following discharge of the reasons for the move.

**E.** The facility will assist the resident and the responsible party, if any, in the discharge or transfer processes. The facility shall help the resident prepare for the relocation, including discussing the resident's destination. However, the primary responsibility for transporting the resident and his possessions rests with the resident and the responsible party.

**F.** The resident is required to provide the facility with a thirty (30) day advance written notice of resident's intention to relocate or move from the facility. A resident leaving without having been given proper written notice will be liable for thirty (30) days of care from the date of departure.

**G.** Resident's who are discharged before the 15<sup>th</sup> of the current month, qualify for their basic rent to be pro-rated to the daily rate. Resident's who are discharged on and after the 15<sup>th</sup> of the current month will be responsible for the



total current month basic rent and level of care charges due. Level of Care and Personal Laundry Fees are not reimbursable.

**H.** Within sixty (60) days of the date of discharge each resident or his/her responsible party shall be given a final statement of account, any refunds due and return of any money, property or things of value held in trust of custody by the facility.

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

| <b>Shift (list times of Shift)</b> | <b>Total Number of Staff Per Shift</b> | <b>Number of Staff Providing Direct Care Per Shift</b> | <b>Functions of Staff Per Shift (for example, personal care activities, housekeeping)</b> | <b>Qualifications of Staff Per Shift (for example RN, LPN, CNA, dietitian)</b>     |
|------------------------------------|--|--|---|--|
| 7:00am-3:00pm                      | 1                                      | 1  | Check the Medication Administration Record (MAR), cooking, cleaning, washing, etc.        | Registered Medication Aide, CPR/First Aide Certified and LPN or Direct Care Staff. |
| 3:00pm-11:00pm                     | 1                                      | 1  | Check the Medication Administration Record (MAR), cooking, cleaning, washing, etc.        | Registered Medication Aide, CPR/First Aide Certified and LPN or Direct Care Staff. |
| 11:00pm-7:00am                     | 1                                      | 1  | Check the Medication Administration Record (MAR), cooking, cleaning, washing, etc.        | Registered Medication Aide, CPR/First Aide Certified and LPN or Direct Care Staff. |

#### **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)  
Heart & Soul offers a variety of social and recreational activities. These activities include:
  - a) Bingo
  - b) Playing Cards
  - c) Board games
  - d) Painting
  - e) Coloring
  - f) Puzzles
  - g) Memory games
  - h) Movies
  - i) VCR/TV and AM/FM radio

- **Frequency of activities (average number of total activities per week):**  
14 hours per week
- **Average number of different types of activities per week:** three (3) per week

Range of activities: 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. Activities are available to those residents who would like to participate.

#### **VI. 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.)**  
These names are available upon request.
- **Facility encourage Day program five (5) days a week for social skills unless physician and/or psychiatrist directs otherwise.**
- **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 compliances history after July 1, 2003.**

See Signature Acknowledgement Page Attached  
Revision 4/1/2015