



**AGENCY OF HUMAN SERVICES**  
**DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING**

Division of Licensing and Protection

HC 2 South, 280 State Drive

Waterbury, VT 05671-2060

<http://www.dail.vermont.gov>

Survey and Certification Voice/TTY (802) 241-0480

Survey and Certification Fax (802) 241-0343

Survey and Certification Reporting Line: (888) 700-5330

To Report Adult Abuse: (800) 564-1612

January 14, 2022

Ms. Laurie Griswold, Manager  
Willows Of Windsor  
121 State Street  
Windsor, VT 05089-1213

Dear Ms. Griswold:

Enclosed is a copy of your acceptable plans of correction for the survey conducted on **December 7, 2021**. Please post this document in a prominent place in your facility.

We may follow-up to verify that substantial compliance has been achieved and maintained. If we find that your facility has failed to achieve or maintain substantial compliance, remedies may be imposed.

Sincerely,

A handwritten signature in cursive script that reads "Pamela M. Cota RN".

Pamela M. Cota, RN  
Licensing Chief

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  0044	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING: _____	(X3) DATE SURVEY COMPLETED  C 12/07/2021
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NAME OF PROVIDER OR SUPPLIER  WILLOWS OF WINDSOR	STREET ADDRESS, CITY, STATE, ZIP CODE 121 STATE STREET WINDSOR, VT 05089
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(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
R100	Initial Comments:  An unannounced on-site complaint investigation was conducted on 12/7/2021 by the Division of Licensing and Protection. As a result of the investigation, the following regulatory violations were identified:	R100		
R104 SS=E	V. RESIDENT CARE AND HOME SERVICES  5.1 Admission  5.2.a Prior to or at the time of admission, each resident, and the resident's legal representative if any, shall be provided with a written admission agreement which describes the <u>daily, weekly, or monthly rate to be charged, a description of the services that are covered in the rate, and all other applicable financial issues, including an explanation of the home's policy regarding discharge or transfer when a resident's financial status changes from privately paying to paying with SSI or ACCS benefits.</u> This admission agreement shall specify at least how the following services will be provided, and what additional charges there will be, if any: all personal care services; nursing services; medication management; laundry; transportation; toiletries; and any additional services provided under ACCS or a Medicaid Waiver program. If applicable, the agreement must specify the amount and purpose of any deposit. This agreement must also specify the resident's transfer and discharge rights, including provisions for refunds, and must include a description of the home's personal needs allowance policy.  (1) In addition to general resident agreement requirements, agreements for all ACCS participants shall include: the	R104		

Division of Licensing and Protection  
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE  
*Laurie Griswold* TITLE  
*owner/manager* (X6) DATE  
*12/29/21*

STATE FORM FEXT11

R104-R220 poc accepted 1/13/21 Fin Intosh RN/pmc

Division of Licensing and Protection

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WINDSOR, VT 05089**

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R104	Continued From page 1  ACCS services, the specific room and board rate, the amount of personal needs allowance and the provider's agreement to accept room and board and Medicaid as sole payment.  This REQUIREMENT is not met as evidenced by: Based on staff interview and record review, the Residential Care Home (RCH) owner failed to comply with Assistive Community Care Services (ACCS) admission agreement requirements for 10 applicable residents. Findings include:  Per review of admission agreements for 10 residents, the specific room and board rates and the amount of personal needs allowance was not provided to each individual resident, which is calculated in accordance with their Social Security income. Review of agreements noted the resident would be charged: "85% of their income for rent" and would be provided "15% for personal allowance", however the calculated monetary charges were not included in the agreements, limiting the resident's knowledge of actual monthly charges.  Per interview on the morning of 12/7/2021 the RCH owner confirmed the omission of actual monthly charges for residents presently participating in the ACCS program.	R104	The corrective action for this deficiency is that all requested information has been included now, in the agreement.  To prevent a recurrence, all of our current residents and/or their legal rep's will get a new admission agreement. Any NEW admits will receive this updated admission agreement starting 12/28/21.  The corrective actions to monitor this process includes all office staff, including the RCH owner. All are now aware of the need to provide this, per updates and requirements.  This will be totally completed by Jan. 31, 2022.	
R110 SS=E	V. RESIDENT CARE AND HOME SERVICES  5.2 Admission  5.2.b. On admission, the home must also determine if the resident has any form of advance	R110		

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R110	Continued From page 2  directive and explain the resident's right under state law to formulate, or not to formulate, an advance directive. Any change of rate or services shall be preceded by a thirty (30) day written notice to the resident and the resident's legal representative, if any.  This REQUIREMENT is not met as evidenced by: Based on staff interview and record review, the RCH owner failed to provide a 30 day written notice prior to initiating an increase in the rate for monthly rent for 10 applicable residents. (Residents # 1, 2, 3, 4, 5, 6, 7, 8, 9, 10) Findings include:  Per record review, a letter dated 11/2/2020 was sent by the RCH owner to residents and/or their Representative Payee requesting "an updated financial statement from the Department of Social Security" anticipating an increase in payments to each resident from Social Security for the year 2021. The letter noted all residents will continue to pay 85% of their Social Security benefit to cover room and board. However, the actual individual notification of the monetary change in rate and personal allowance was never provided to each resident, nor was the agreement updated or signed by the resident to acknowledge the change in rate.	R110	The action taken to correct this deficiency is that the rate increase notification letter has been updated, to include the new rate and the personal allow <u>specific</u> to independent resident's finances. This also includes a signature line.  To prevent a recurrence, going forward; the book-keeper will utilize an audit tool to ensure an rate increase notifications will be given a 30 day notice.  These corrective actions will be monitored by our book-keeper and by the RCH owner.  Date to be completed is immediate (12/29/21)	
R213 SS=G	VI. RESIDENTS' RIGHTS  6.1 Every resident shall be treated with consideration, respect and full recognition of the resident's dignity, individuality, and privacy. A home may not ask a resident to waive the	R213		

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R213	<p>Continued From page 3</p> <p>resident's rights.</p> <p>This REQUIREMENT is not met as evidenced by: Based on interviews and record review, the RCH owner failed to treat a resident with consideration, respect and appreciation of the resident's privacy. Findings include:</p> <p>On the morning of 7/26/2021, while a resident was on a cell phone call, the owner of the RCH burst into the resident's room without knocking and began yelling at the resident. The resident did not discontinue the phone call, but allowed the caller to hear the conversation between the resident and owner regarding the miscalculation of the increase in the resident's rent. Per telephone interview conducted on 12/2/2021, the witness to the incident who overheard the encounter confirmed the owner confronted the resident for discussing concerns with other residents about the errors in rental rates and yelling threats of eviction. The confrontational encounter occurred while the resident's door of his/her room was left opened, eliminating any privacy but also creating an atmosphere of intimidation for any residents overhearing the event. The owner left the resident's room slamming the door to the room. Per interview on 12/7/2021 at 1:05 PM, the owner confirmed there was an incident on 7/26/2021 between the resident and the owner and further stated " ...we have gotten into screaming matches...the resident is very difficult...s/he causes trouble."</p> <p>Per interview on 12/7/2021, the Resident reconfirmed the incident that occurred on 7/26/2021 and stated attempts to discuss concerns with the owner remains difficult. The</p>	R213	<p>The action to be taken to correct this deficiency is, <u>all</u> employees of Willows of Windsor will have education on resident rights specific to respect, consideration, dignity and privacy.</p> <p>Measures taken to prevent a recurrence of this deficiency are that a facility-wide support for all residents is now in place, secondary to staff awareness via education.</p> <p>Corrective actions to this plan will be monitored by the manager (F.T.) and the nurse (P.T.).</p> <p>This plan of correction will be totally in place by Feb. 1, 2022.</p>	

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R213	Continued From page 4  resident stated the relationship between the owner and his/herself "...can't get any worse" than what it is presently. The Resident also confirmed the stress of the confrontations with the owner has impacted him/her physically.  Refer to Tag: 220	R213		
R220 SS=D	VI. RESIDENTS' RIGHTS  6.8 A resident may complain or voice a grievance without interference, coercion or reprisal. Each home shall establish a written grievance procedure for resolving residents' concerns or complaints that is explained to residents at the time of admission. The grievance procedure shall include at a minimum, time frames, a process for responding to residents in writing, and a method by which each resident filing a complaint will be made aware of the Office of the Long Term Care Ombudsman and Vermont Protection and Advocacy as an alternative or in addition to the home's grievance mechanism.  This REQUIREMENT is not met as evidenced by: Per staff interview and record review, the RCH owner failed to follow the Grievance Procedure established to manage resident complaints. Findings include:  A notice dated November 2, 2020 was provided to all residents of the RCH or the residents' representative payee regarding an anticipating increase in monthly rents effective January 1, 2021 for residents receiving ACCS (Assistive	R220		

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R220	<p>Continued From page 5</p> <p>Community Care Services) benefits. Per interview on the morning of 12/7/2021, the owner stated calculations and rental rates were determined by the owner and the RCH accountant by utilizing the amount each resident receives in their monthly Social Security benefit. 85% of this benefit is used for each resident's room and board. When one resident questioned the individual calculations and the new rent rate provided to the resident by the owner, a discussion began and concerns were voiced by the resident related to the miscalculation of standard deductions. However, the owner proceeded to increase all ACCS residents' monthly rates which became effective January 1, 2021.</p> <p>Per review of the RCH's Grievance Procedure states residents were informed if they have a complaint the expectation is the resident will contact a manager about concerns. The policy further states "If you have a serious concern, we would expect you to address it with us in a way that is fair and solution oriented, starting at the most direct level of resolution possible." Despite verbal discussions with the owner (a manager was not identified) over the course of several months, there was a lack of formality and process in reviewing the concerns raised by the resident. A Grievance Form provided by the RCH was not utilized to formalize the process of investigating the concerns voiced by the resident. A review of the standard deductions had not been clarified by the owner nor was additional research or consultation with the State of Vermont agency associated with the ACCS program to ensure the owners calculations were accurate and in accordance with the designated program. This has resulted in an ongoing grievance that remains unresolved and continues to create</p>	R220	<p>To correct this deficient practice, all employees of the Willows of Windsor will have a formal review of our grievance process.</p> <p>To prevent a recurrence of this deficiency all residents will receive a copy of a grievance form. We will then review it together. They will be given an opportunity to ask questions to clarify the purpose of this process.</p> <p>The manager and the nurse will be responsible to ensure that concerns brought forward by a resident are handled in a calm, non-judgemental manner. A grievance form will be used. The solution can be discussed and put into place when all parties are in agreement.</p> <p>This will be completed by Feb 1, 2022.</p>	



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R220	Continued From page 6 frustration and conflict between the owner and resident.	R220		



GRIEVANCE FORM

DATE \_\_\_\_\_

CONCERN BEING

REPORTED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVESTIGATION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGES PUT INTO

PLACE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

HAS YOUR CONCERN BEEN RESOLVED TO YOUR SASTISFACTION?

YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_

(Resident or residents' family)

SIGNATURE \_\_\_\_\_

(Willows of Windsor owner)



## RESIDENTS' RIGHTS

1. Every resident shall be treated with consideration, respect and full recognition of the resident's dignity, individuality, and privacy. A home may not ask a resident to waive the resident's rights.
2. Each home shall establish and adhere to a written policy, consistent with these regulations, regarding the rights and responsibilities of residents, which shall be explained to residents at the time of admission.
3. Residents may retain personal clothing and possessions as space permits, unless to do so would infringe on the rights of others or would create a fire or safety hazard.
4. A resident shall not be required to perform work for the licensee. If a resident chooses to perform specific task for the licensee, the resident shall receive reasonable compensation which shall be specified in a written agreement with the resident.
5. Each resident shall be allowed to associate, communicate, and meet privately with persons of the resident's own choice. Homes shall allow visiting hours from at least 8 am to 8 pm, or longer. Visiting hours shall be posted in a public place.
6. Each resident may send and receive personal mail unopened.
7. Residents have the right to reasonable access to a telephone for private conversations. Residents shall have reasonable access to the home's telephone except when restricted because of excessive unpaid toll charges or misuse. Restrictions as to telephone use shall be in writing. Any resident may, at the resident's own expense, maintain a personal telephone in his or her own room.
8. A resident may complain or voice a grievance without interference, coercion, or reprisal. Each home shall establish a written grievance procedure for resolving residents' concerns or complaints that is explained to residents at the time of admission. The grievance procedure shall include at a minimum, time frames, a process for responding to residents in writing, and a method by which each resident filing a complaint will be made aware of the Office of the Long-Term Care Ombudsman and Vermont Protection and Advocacy as an alternative or in addition to the home's grievance mechanism.
9. Residents may manage their own personal finances. The home of licensee shall not manage a resident's finances unless requested in writing by the resident and then in accordance with the resident's wishes. The home or licensee shall keep a record available, upon request, to the resident or legal representative, and shall provide the resident with an accounting of all transactions at least quarterly. Resident funds must be kept separate from other accounts or funds of the home.
10. The resident's right to privacy extends to all records and personal information. Personal information about a resident shall not be discussed with anyone not directly involved in the resident's care. Release of any record, excerpts from or information contained in such records shall be subject to the resident's written approval, except as requested by representatives of the licensing agency to carry out its responsibilities or as otherwise provided by law.
11. The resident has the right to review the resident's medical or financial records upon request.

12. Residents shall be free from mental, verbal, or physical abuse, neglect, and exploitation. Residents shall also be free from restraints as described in Section 5.14.
13. When a resident is adjudicated mentally disabled, such powers as have been delegated by the Probate or Family Court to the resident's guardian shall devolve to the guardian pursuant to applicable law.
14. Residents subject to transfer or discharge from the home, under Section 5.3 or these regulations, shall:
  - a. Be allowed to participate in the decision-making process of the home concerning the selection of an alternative placement.
  - b. Receive adequate notice of a pending transfer; and
  - c. Be allowed to contest their transfer or discharge by filing a request for a fair hearing before the Human Services Board in accordance with the procedures in 3 V.S.A 3091
15. Residents have the right to refuse care to the extent allowed by law. This includes the right to discharge himself or herself from the home. The home must fully inform the resident of the consequences of refusing care. If the resident makes a fully informed decision to refuse care, the home must respect that decision and is absolved of further responsibility. If the refusal of care will result in a resident's needs increasing beyond what the home is licensed to provide or will result in the home being in violation of these regulations, the home may issue the resident a thirty (30) day notice of discharge in accordance with section 5.3 of these regulations.
16. Residents have the right to formulate advance directives as provided by state law and to have the home follow the residents' wishes.
17. ACCS residents have the right to be away from the home for voluntary leaves of more than 24 hours, unless a legally appointed guardian directs the home otherwise. ACCS residents have the right to make decisions about such voluntary leaves without influence from the home.
18. The enumeration of residents' rights shall not be construed to limit, modify, abridge, or reduce in any way any rights that a resident otherwise enjoys as a human being or citizen. A summary of the obligations of the residential care home to its residents shall be written in clear language, large print, given to residents on admission, and posted conspicuously in a public place in the home. Such notice shall also summarize the home's grievance procedure and directions for contacting the Ombudsman Program and Vermont Protection and Advocacy, Inc.

## IF YOU HAVE A PROBLEM

The State Division of Licensing and Protection Licenses and Regulates Residential Care Homes and investigates complaints of poor care or conditions. You may direct a grievance to the division by calling 888 700 5330 or by writing the Division of Licensing and Protection Through the Department of Aging and Disabilities, HC 2 South, 280 State Drive, Waterbury, Vt 05671-2060

If you would like someone else outside the home to help you resolve a problem, or speak on your behalf, you may contact the Ombudsman in your area. The Ombudsman will keep all the information, even your name, confidential unless you give permission to use it.

# THE WILLOWS OF WINDSOR LLC

## Admission Agreement Updated 12/28/2021

This is an agreement between \_\_\_\_\_ (resident) and The Willows of Windsor LLC. The purpose of this agreement is to explain what services the home provides and what the rights and responsibilities of each resident are.

### I. Services

The Willows is licensed by the state of Vermont as a residential care home and as such may provide room, board, personal care, general supervision, and medication management, but not full-time nursing care. How much of each of these services The Willows provides is outlined below.

- A. **Room** Under this agreement, you will be provided with a private or semiprivate room. You may bring personal possessions with you to the home as space permits unless the possessions infringe on the rights of others or create a fire or safety hazard. If you need to move to another room during your stay here, this agreement may need to be revised if the charge for that room is different.

We will hold the Resident's room if the Resident is temporarily in the hospital or a nursing home and expects to return. No refunds are issued during such stays except for Private pay residents when such a stay lasts longer than 2 weeks.

We also will do your personal laundry unless you ask otherwise. We will provide you with clean bed and bath linens.

If the resident wishes to have a telephone in his/her room, the resident is responsible for the Cost of Installation, service connections, and monthly bills until it is disconnected. It is the resident's responsibility to have it disconnected upon discharge. The Willows is not responsible for any misuse or overuse of the Resident's phone by the Resident or anyone else. The Resident is allowed to use the house phone though no long-distance calls are permitted. Also, calls are limited to 5 minutes in duration and 3 per day so that the house phone remains relatively free for general use.

The Willows reserves the right to transfer the Resident within the home if it is determined the Resident's care needs are more effectively met in another room. Also, The Willows may need to relocate the Resident for repairs, maintenance or to meet the needs of incoming residents. The Resident will receive 72 hours' notice of such transfers.

### Discharge

#### Voluntary Discharge

Upon the request of the Resident, discharge procedures will proceed according to the following guidelines:

1. Residents who wish to be discharged from the home shall provide a 30-day written notice to The Willows Manager. A prompt refund for the pro-rated monthly charge will then be issued.
2. No refund will be issued if a 30-day written notice is not provided.

### Involuntary Discharge

The Willows may request the Resident to leave the home for any of the following reasons

1. The Resident's care needs exceed those that The Willows is licensed to provide or approved through a variance to provide.
2. The Willows is unable to meet the Resident's assessed needs.
3. The Resident presents a threat to his/herself or the welfare of other residents or The Willows staff
4. The discharge is ordered by a court
5. The Resident has failed to pay outstanding balances greater than 30 days old.

In the case of an involuntary discharge, The Willows shall provide the Resident (or the Resident's Guardian) with a 30-day notice in writing that specifies the reason for discharge. Involuntary discharge procedures are done within licensing protocols and the Resident has the right to appeal this decision. In this event, The Willows asks that the Resident discuss the appeal process with the manager who will advise him/her of the state mandated procedure for such.

### Emergency Discharge

An emergency discharge may be made in less than 30 days in the following circumstances:

1. The Resident's physician documents that the discharge is necessary for the health and safety of the Resident.
  2. A natural disaster or an emergency necessitates evacuation of all Residents from The Willows.
  3. The Resident presents an immediate threat to his/herself or others. In this case The Willows shall request permission from the Division of Licensing & Protection (DLP), to discharge the Resident immediately. Permission from the DLP agency is not required when the immediate threat involves intervention from the police, EMT or mental health crisis workers who render the professional judgement that the transfer should occur immediately.
- B. Board You will be provided with three attractive and satisfying meals, in accordance with state regulations and dietary standards, and with consideration of your dietary needs.

We offer a snack at 7 pm and dessert after Lunch

A review of all therapeutic diets and food allergies with dietary staff as needed to assure nutritional standards are met and are consistent with physicians' orders

- C. Personal Care Personal care here; as long as your needs do not exceed what we are licensed to provide, includes:
- D.
- a. Assistance with bathing and personal hygiene including assistance with shaving, combing hair, brushing teeth, shampooing, or cutting hair
  - b. Assistance with eating, such as cutting food, specific food preparation
  - c. Assistance with toileting, including transferring on and off the toilet, incontinence care
  - d. Assistance with dressing

- a. Assistance with bathing and personal hygiene including assistance with shaving, combing hair, brushing teeth, shampooing, or cutting hair
- b. Assistance with eating, such as cutting food, specific food preparation
- c. Assistance with toileting, including transferring on and off the toilet, incontinence care
- d. Assistance with dressing
- e. Assistance with movement, including assistance with walking, transporting by wheelchair, or transferring from bed to chair.

**D. General Supervision** General Supervision here includes:

- f. Assistance in arranging necessary appointments
- g. Assistance in obtaining personal needs, including shopping for you if necessary
- h. Assistance in obtaining medication, such as getting them from the pharmacy
- i. Assistance in keeping on regular schedule by reminding you about mealtimes and bedtimes if needed
- j. Monitoring your activities to prevent harm to you
- k. Assistance with managing your finances if you request us to in writing. Finances are described in more detail below.

**E. Transportation**

Optimally family could take you to scheduled medical appointments, but if not, you're entitled to up to four trips per month of up to twenty miles round trip, at no cost to you, for any activity including medical appointments. Trips must be arranged 72 hours or more IN ADVANCE. The Resident is not permitted to keep a personal automobile at The Willows.

**NOTE:** If you make your own appointments, you may need to provide your own transportation.

If you are eligible for Medicaid, after the fourth trip of the month, we will attempt to utilize available Medicaid transportation if appropriate. Medicaid transportation is available only for necessary medical appointments.

For trips exceeding the 20-mile round trip allowance, transportation will be charged at the current federal per mile rate for travel reimbursement (currently \$.55 cents/mile). Once a resident has used their 4 trips for the month, there will be a \$20 per hour minimum fee per trip plus mileage for each trip beyond the 4 allotted.

Transportation of the Resident is considered to be fully "at your own risk". While The Willows takes steps to assure that driving conditions are optimal during the transportation of residents (i.e., using law-abiding, experienced drivers with inspected vehicles in safe road conditions only). There is always an inherent risk to riding in any vehicle. In the event of an accident that results in the injury of a passenger, The Willows shall not be held liable for any medical expenses or other damages incurred.

**Ambulance Transportation**

The Resident is responsible for any charges related to EMT services incurred on his/her behalf. Transportation is not available at night and if the Resident requires transport back to the care home from the hospital, this may or may not be covered by his/her insurance. Upon request, The Willows will notify the Resident's family for return transportation in such situations.



## F. Nursing Services

State regulations prohibit us from providing full time nursing care, except in limited situations. We offer the following types of service directly.

- I. Availability of a Nurse. We have a nurse available 24 hours each week. To review assessments of each resident, oversee the administration of medications and coordinate care with the physicians. We will call on our nurse as necessary if a resident's condition warrants it. Including if you become ill, need change in your doctor's orders, or if your ability to care for yourself appears to be deteriorating.
- m. If the Resident requires hands-on care by a nurse that is beyond the scope of what The Willows staff can provide, such care may be arranged through the home health agency. If the Resident becomes terminally ill and requires more care than can be provided, The Willows will have to discharge the Resident to another more appropriate setting unless the Resident's physician approves an alternate plan or Hospice care.

## G. Medication management State regulations require that we determine if you can self-administer your medications.

- A. We offer both assistance with medications and total administration of medications. Per state regulations, we must do an assessment to determine if you can safely self-administer your medications.
- B. If you are determined to not be able to self-administer medications, we will do this under the direction of our nurse. This will be done at no additional cost to you.
- C. The Willows of Windsor uses a long-term care pharmacy service. Other arrangements will be considered as a case specific basis, if needed. Should there be a need for Willows Staff to travel outside of Windsor VT to obtain needed medications or supplies there will be a standard transportation fee to include the required staff members time away from the building.
- D. We require updated and accurate medical and insurance information to provide to our long-term care pharmacy. The resident will be responsible for any pharmacy costs not covered by your insurance.
- E. We will do our very best to try to assure no medications delays or omissions occur due to prior authorization requirements or prescription needs secondary to delays with providers.

## H. Personal needs

The Willows will provide the Resident with toilet paper and regular bath soap. All desired personal items (such as Kleenex, shampoo, razors, shaving cream, toothpaste, toothbrushes, incontinence, and individual medical supplies, etc. are to be paid for by the Resident (see additional services below)

## II. Standard Service Cost

### Private Pay Residents:

The Willows has two tiers of pay for residential care services that are paid for privately. The Resident's care needs will determine the applicable tier. Generally, a Tier 1 resident receives room and board, cleaning and laundry services, meals and snacks, medication management, nursing oversight, 24-hour general supervision, reminders and cueing and perhaps periodic assistance with ADLS such as bathing, dressing, toileting, eating.

Tier 2 residents require daily assistance with either dressing, toileting, eating. Tier 2 residents require daily assistance with either toileting, bathing, hygiene, a behavioral modification program or nursing procedures.

Private Pay Tier 1 \$125.00 per day  
Private Pay Tier 2 \$150.00 per day

#### Medicaid Residents:

The state of Vermont regulations annually dictates a room and board rate that is payable by the Resident to The Willows. Residents living in a private room with income above SSI may be charged room & board up to 85% of their net income after Medicaid standard deductions and medical deductions. The Willows bills Medicaid for the cost of care (only).

#### Assistive Community Care Services (ACCS)

Assistive Community Care Services mean the Medicaid State Plan Service that pays for the cost of a bundle of health care services delivered to Medicaid beneficiaries who live in participation Level III Residential Care Homes (at the current rate of \$43.75 per day.) The service bundles include case management, assistance with the performance of activities of daily living, medication assistance, monitoring and administration, 24 hour on-site assistive therapy, restorative nursing, nursing assessment, health monitoring, and routine nursing tasks. Assistive therapy means activities techniques and methods designed to maintain or improve ADLs, cognitive status of behavior.

#### Level III (ACCS) Residents

The State of Vermont assesses a resident's eligibility every six months. Upon eligibility that resident is required only to pay the dictated monthly room and board rate, specified above. However, if a resident has excess funds in each eligibility period, the State of Vermont Economic Services Division will require that resident pay an additional personal portion amount ("spend-down amount") as indicated on their Path 225A form. In such circumstances, the Private Pay Tier 1 daily rate shall apply during the spend-down period.

Level III residents must pay the spend-down amount to the care home at the beginning of each SIX-MONTH eligibility periods. If this presents extreme personal hardship, the resident may discuss alternative arrangements with The Willows Manager.

#### Availability of Medicaid Beds

The Willows does accept ACCS funding but may be limited in the number of beds that may be provided at this rate. If the Resident is a Private Pay resident, and no longer able to pay privately, The Willows in not required to accept ACCS payments and reserves the right to make this decision on a case-by-case basis. In the event that the Resident is no longer able to continue paying The Willow's Private Pay Rate, the Resident may be discharged or transferred.

NOTE: If the Resident reaches the point of no longer being considered Level III Care, the resident will have to apply for Long-Term Care Medicaid/Choices for Care and be found eligible for Enhanced Residential Care (ERC).

#### Long-Term Care Medicaid/Choices for Care's Enhanced Residential Care (ERC) Program

The State of Vermont assesses a resident's eligibility every year. Upon eligibility, that resident is required to pay the dictated monthly room and board rate specified above.

In addition, if a resident has excess funds in a given eligibility period, The State of Vermont Department of Vermont Health Access dictates a monthly personal portion ("Patient Share") rate that is payable in advance by that resident to the care home. This amount will be indicated on each resident's current eligibility forms (NOD).

Note: Residents must retain a minimum personal spending amount of \$128.00 per month.

#### Enhanced Residential Care Approved Activities

Enhanced Residential Care (ERC) Services includes the following approved activities, Reimbursable under the daily ERC rate which is as follows:

ERC Tier 1 is \$56.55/day, Tier 2 is \$64.36/day and Tier 3 is \$72.18/day

1. **Nursing Overview:** Assessment, health monitoring and routine nursing care shall be provided or supervised by a Licensed Registered Nurse, available at least one (1) hour per week per ERC resident as needed.
2. **Personal Care Service (ADL):** Assistance with meals, movement, bathing, dressing, transferring, personal hygiene, grooming and toileting shall be provided and available for at least two (2) hours per day per ERC resident as needed.
3. **Medication Management:** The process of assisting residents to self-administer their medications or administering medications, under the supervision and delegation of an RN.
4. **Recreation Activities:** Social or recreational activities, either in a group setting or individually, must be offered daily. Activities may be in the home or community.
5. **24-hour On-Site Supervision:** ERC staff must be on duty seven (7) days a week, twenty-four (24) hours a day.
6. **Laundry Services:** Laundry services shall be provided as well as the opportunity to launder one's own clothing if desired.
7. **Household Services:** Bed making, and household cleaning shall be provided.
8. **Documentation:** ERC providers shall maintain a resident record on each resident served under the ERC program according to the Licensing regulations. The record on shall include at minimum:
  - a. The current DAIL, Service Plan
  - b. Resident service plan
  - c. Request and approval of Level of Care (LOC) variance (Level III RCH only)
  - d. Health records
  - e. A report/incident log
  - f. Current Resident Assessment (RA)
  - g. Activity assessment and plan
9. **Case Management:** Level III RCH/ALR's providing ERC services will provide person centered case management services according to the residential care home and Medicaid ACCS services regulations. The home will assist with gaining access to needed medical, social, or other services which may include consultation with providers and support persons.
10. **Assistive Community Care Services (ACCS):** Level III RCH/ALRS can also bill ACCS when an individual receives ERC services. ACCS services include case management, personal care, nursing assessment, medication assistance, onsite assistive therapy, and restorative nursing.

#### Financial Responsibility

It is the responsibility of the Resident (or the Resident's Rep Payee) to assure he/she is properly and currently financially eligible for the ACCS and/or ERC programs. If the Resident's eligibility is

pending, lapsed or not valid, the Resident is responsible for paying from room and board for the days of care provided at the Private Rate Tier 1 daily rate. These payments are payable in advance, at the beginning of each month, just as if the Resident was a Private Pay resident. If the resident is applying for or using ERC level care and is not approved at all or in part, the Resident is responsible for reimbursing The Willows at the Private Pay Tier 2 daily rate for each Day of care that was provided.

#### Rate Increases

The State of Vermont dictates the room and board rates for Medicaid residents. Normally the personal portion due from Medicaid residents increases each year in January and the Resident will need to adjust his/her payment to The Willows according to the current rates.

The Willows will, on occasion, increase the rates for Private Pay Residents. Resident's will be provided with a 30-day notice if this occurs.

If the Resident's care needs increase or decrease, he/she will be responsible for the amount due for the level of care required. (Private pay only).

#### Hospital Stays:

As noted above, the Resident's room will be held during temporary nursing home or hospital stays. During such times, Level 3 residents are required to pay the full monthly room and board fees in accordance with the billing and payment terms noted below. Private Pay residents will be allowed a \$10.00 a day discount for stays greater than 2 weeks.

#### Billing and Payment Terms:

Standard service rates are billed monthly in advance (no later than the 20<sup>th</sup>) and are payable on the 1<sup>st</sup> of the upcoming month.

All additional services (transportation, staff time and personal needs) are billed each month. Amounts due are payable no later than the 5<sup>th</sup> of the month.

If the resident wishes to have cash for outings & additional expenses, he/she may keep small amounts of cash on his/her person for such purposes. If the Resident needs cash for an outing and does not have it. The Willows can provide such cash (not to exceed \$50) with a signed receipt. This cash outlay will be included in the monthly billing of additional services.

#### Additional Services Provided

**Staff Time:** The Willows encourages family members and guardians to accompany residents for medical appointments. The Willows can provide accompaniment of a resident by staff member(s) if family members are not able to take them. Resident accompaniment is billed at \$20.00 an hour per staff person for appointments arranged 72 hours or more in advance and scheduled between weekday business hours or 8 am to 5 pm; except for Wednesdays, there is no staff available. There is a one-hour minimal charge for each outing.

Staff assistance not scheduled 72 hours in advance or between the hours of 8 am – 5 pm on weekdays will be charged at \$30.00 an hour. If the Resident needs a two-person assist for outings the Resident will be charged for each staff members required for safe transportation.

#### One on One Care

In the event that the Residents care level should warrant "emergency" one-on-one care, as per the professional judgement of the RN, The Willows reserves the right5 to assign an additional staff

person to the Resident's care and the resident will be billed for such care at the rate of \$20/hour. Such assignment will ONLY occur when it is deemed that Resident is in immediate danger or distress to self or others without this additional care. The guardian or family member will be notified of such a decision as soon as possible, in order to permit them to relieve The Willows staff person performing the one-on-one care. (Private pay only).

Other

**Storage:** Current residents may store some boxes of clothes and small personal items in the basement of the Willows. Large items, furniture or multiple boxes cannot be stored at The Willows.

Damage

If the Resident intentionally or accidentally damages The Willows Care home beyond normal wear and tear, he/she is responsible for the cost of repairing this damage.

**III. Rights and Responsibilities.**

Each resident retains all his or her civil rights while residing here. Furthermore, state regulations list specific rights of all residents of residential care homes. That list is attached to this agreement, and other copies are available on request. We will explain these rights before or at the time of admission.

If you are not satisfied with services or conditions in the home, we want you to tell us about it so we can try to resolve the concern. Our grievance procedure is attached.

**Acceptance of Agreement:**

The undersigned agree to abide by the terms of this agreement and in accordance with the regulations for residential care homes set forth by the State of Vermont. Any changes to this agreement will be made, in writing 30 days in advance of the change.

## *Willows of Windsor Grievance Procedure*

It is imperative that if you have a concern regarding our staff or home that you contact the assistant manager or the nurse, then the owner.

If you have a serious concern, we expect you to address it with us in a way that is fair and solution oriented, starting at the most direct level of resolution possible.

Please understand that both residents and caregivers are extremely vulnerable, and we expect both populations to be treated with the utmost dignity and respect.

This is how we would expect a resident to start from the most direct level of communication about your concern.

1. Address the concern directly (verbally) with a caregiver if it involves a caregiver.
2. If that is not effective, address it with a manager verbally.
3. If that is not effective, address it in WRITING with a manager. The manager will, in turn, offer a solution IN WRITING. (See Grievance Form)
4. If you still feel the manager's written response is not sufficient then you should call Vermont Department of Licensing and Protection (DLP) and they will contact the manager here to work out a solution

The DLP specifically asks that: "Before filing a complaint with us, we urge you to raise any concerns initially with the management of the facility/provider."

# GRIEVANCE FORM

DATE \_\_\_\_\_

CONCERN BEING REPORTED: \_\_\_\_\_

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INVESTIGATION: \_\_\_\_\_

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CHANGES PUT IN PLACE: \_\_\_\_\_

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HAS YOUR CONCERN BEEN RESOLVED TO YOUR SATISFACTION? YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
(Resident or Guardian)

SIGNATURE \_\_\_\_\_  
(Willows of Windsor Owner)



**Financial Summary**  
Effective 12/22/2021

Standard Service Rates:

Type	Rate	Payable
Room Reservation	\$25 per day	Up Front
Admission Processing Fee	\$300	On day of Admission
Private Pay Tier 1	\$125 per day	Monthly in advance
Private Pay Tier 2	\$150 per day	Monthly in advance
Level 3	85% of SSI Plus spend down (as dictated by Medicaid)	Monthly in advance
Enhanced Revenue Care (ERC)	85% of SSI Plus resident share (as directed by Medicaid)	Monthly in advance

Additional Service Rates:

Type	Rate	Payable
<b>Transportation:</b>		
• Greater than 4 trips per month	\$20 per trip	Monthly
• Greater than 20 miles round trip	\$0.55 per mile	Monthly
• Staff time: between 8 am and 5pm	\$20 per hour	Monthly
• Other times	\$30 per hour	Monthly
Personal Needs	Cost	Monthly
<b>Finance Charges:</b>		
• Payments received after the 5 <sup>th</sup> of the month	\$35	Monthly
• Payments greater than 30 days past due	1.5% per month behind	Monthly

## RESIDENTS' RIGHTS

1. Every resident shall be treated with consideration, respect and full recognition of the resident's dignity, individuality, and privacy. A home may not ask a resident to waive the resident's rights.
2. Each home shall establish and adhere to a written policy, consistent with these regulations, regarding the rights and responsibilities of residents, which shall be explained to residents at the time of admission.
3. Residents may retain personal clothing and possessions as space permits, unless to do so would infringe on the rights of others or would create a fire or safety hazard.
4. A resident shall not be required to perform work for the licensee. If a resident chooses to perform specific task for the licensee, the resident shall receive reasonable compensation which shall be specified in a written agreement with the resident.
5. Each resident shall be allowed to associate, communicate, and meet privately with persons of the resident's own choice. Homes shall allow visiting hours from at least 8 am to 8 pm, or longer. Visiting hours shall be posted in a public place.
6. Each resident may send and receive personal mail unopened.
7. Residents have the right to reasonable access to a telephone for private conversations. Residents shall have reasonable access to the home's telephone except when restricted because of excessive unpaid toll charges or misuse. Restrictions as to telephone use shall be in writing. Any resident may, at the resident's own expense, maintain a personal telephone in his or her own room.
8. A resident may complain or voice a grievance without interference, coercion, or reprisal. Each home shall establish a written grievance procedure for resolving residents' concerns or complaints that is explained to residents at the time of admission. The grievance procedure shall include at a minimum, time frames, a process for responding to residents in writing, and a method by which each resident filing a complaint will be made aware of the Office of the Long-Term Care Ombudsman and Vermont Protection and Advocacy as an alternative or in addition to the home's grievance mechanism.
9. Residents may manage their own personal finances. The home of licensee shall not manage a resident's finances unless requested in writing by the resident and then in accordance with the resident's wishes. The home or licensee shall keep a record available, upon request, to the resident or legal representative, and shall provide the resident with an accounting of all transactions at least quarterly. Resident funds must be kept separate from other accounts or funds of the home.
10. The resident's right to privacy extends to all records and personal information. Personal information about a resident shall not be discussed with anyone not directly involved in the resident's care. Release of any record, excerpts from or information contained in such records shall be subject to the resident's written approval, except as requested by representatives of the licensing agency to carry out its responsibilities or as otherwise provided by law.
11. The resident has the right to review the resident's medical or financial records upon request.

12. Residents shall be free from mental, verbal, or physical abuse, neglect, and exploitation. Residents shall also be free from restraints as described in Section 5.14.
13. When a resident is adjudicated mentally disabled, such powers as have been delegated by the Probate or Family Court to the resident's guardian shall devolve to the guardian pursuant to applicable law.
14. Residents subject to transfer or discharge from the home, under Section 5.3 or these regulations, shall:
  - a. Be allowed to participate in the decision-making process of the home concerning the selection of an alternative placement.
  - b. Receive adequate notice of a pending transfer; and
  - c. Be allowed to contest their transfer or discharge by filing a request for a fair hearing before the Human Services Board in accordance with the procedures in 3 V.S.A. 3091
15. Residents have the right to refuse care to the extent allowed by law. This includes the right to discharge himself or herself from the home. The home must fully inform the resident of the consequences of refusing care. If the resident makes a fully informed decision to refuse care, the home must respect that decision and is absolved of further responsibility. If the refusal of care will result in a resident's needs increasing beyond what the home is licensed to provide or will result in the home being in violation of these regulations, the home may issue the resident a thirty (30) day notice of discharge in accordance with section 5.3 of these regulations.
16. Residents have the right to formulate advance directives as provided by state law and to have the home follow the residents' wishes.
17. ACCS residents have the right to be away from the home for voluntary leaves of more than 24 hours, unless a legally appointed guardian directs the home otherwise. ACCS residents have the right to make decisions about such voluntary leaves without influence from the home.
18. The enumeration of residents' rights shall not be construed to limit, modify, abridge, or reduce in any way any rights that a resident otherwise enjoys as a human being or citizen. A summary of the obligations of the residential care home to its residents shall be written in clear language, large print, given to residents on admission, and posted conspicuously in a public place in the home. Such notice shall also summarize the home's grievance procedure and directions for contacting the Ombudsman Program and Vermont Protection and Advocacy, Inc.

## IF YOU HAVE A PROBLEM

The State Division of Licensing and Protection Licenses and Regulates Residential Care Homes and investigates complaints of poor care or conditions. You may direct a grievance to the division by calling 888 700 5330 or by writing the Division of Licensing and Protection Through the Department of Aging and Disabilities, 103 Main Street, Waterbury, Vt 05671-2306

If you would like someone else outside the home to help you resolve a problem, or speak on your behalf, you may contact the Ombudsman in your area. The Ombudsman will keep all the information, even your name, confidential unless you give permission to use it.

Your Ombudsman is Katrrina Boemig and can be reached at 802 495 0488 or toll free 800 889 2047

Or Adult Protective Services at 800 564 1612 (abuse, neglect, or exploitation)

Or Vermont Protection and Advocacy 800 834 7890

By signing, the Resident (or the Resident's Guardian) verifies that he/she has completed the following list:

1. Read and understood the terms of the contract
2. Read and understood the applicable fees within the Financial Summary Page
3. Signed the Pre-Admission Financial Summary and provided payment for amounts due
4. Been advised of The Willows transportation policies and understand that this service is fully "at your own risk".
5. Understands The Willows grievance procedure and resident rights.
6. Signed a HIPPA compliant release of information that designates specifically how the Resident wishes to have his/her confidential information managed.

Signed \_\_\_\_\_

Date \_\_\_\_\_

(Resident or Authorized legal Representative)

Signed \_\_\_\_\_

Date \_\_\_\_\_

(Owner/Manager)

## New Admission Check Off List

- 1) Determine if Medicaid or Private Pay
  - a) Get SSI letter if Medicaid Pay
  - b) Figure out how much for Room & Board
  - c) Figure out how much for personal spending
    - a) Ask Nurse & Manager what level of Private Pay
- 2) Fill out New Admissions Agreement with correct information
- 3) Have resident or guardian review agreement & sign
- 4) Put signature page in Resident's Chart

The Willows of Windsor  
121 State Street  
Windsor, VT 05089  
(802)674-5534

December 14, 2021

Dear Resident & Rep Payee:

It's the time of the year again when The Department of Social Security will be sending out updated financial statements. Please send us a copy as soon as you get it.

The state allows Residential Homes to charge 85% of Social Security Benefits with a cap of \$991.10. As of February 1<sup>st</sup>, the Room and Board Invoices will reflect any changes in your benefits.

Copies of the regulations can be provided as needed.

If we do not receive the updated form; you/your client will be required to pay the private rate amount of \$125 per day minus the amount paid for ACCS and ERC by Medicaid Coverage.

If you have any questions, please contact our office between 10:00 am though 4:00 pm Monday through Thursday.

With Kind Regards,



Sonya Kramer  
Willows of Windsor  
Bookkeeper



The Willows of Windsor  
121 State Street  
Windsor, VT 05089  
802-674-5534 Phone  
802-674-9121

December 28, 2021

Dear \_\_\_\_\_

Thank you for sending \_\_\_\_\_'s New Benefit Statement from Social Security Insurance (SSI) to us.

According to Department of Disabilities, Aging, and Independent Living (DAIL) you will receive an increase in your benefits.

The Willows of Windsor is a Licensed Level III Residential Care Home and Assisted Living Residence. We are allowed to charge up to 85% of your SSI for your Room and Board

Included in Room and Board (R&B):

- Person's bedroom and use of common living spaces and utilities within the home. No other individuals may use the person's bedroom while the person is away. Basic utilities include electricity, heat, water, sewer, trash removal, snow removal and 24-access to make and receive calls.
- Food with exceptions being purchases made in the community. (Restaurants and personal snacks other than the evening snack provided by the home.)
- Snack foods in the home, even if specific to the person
- Laundry, laundry supplies, cleaning supplies, toothpaste, shampoo, soap, toilet paper, feminine hygiene products etc. (if the resident prefers a specific product, it is their responsibility to supply it)

The resident is entitled to 15% of their SSI for personal needs.

Starting February 1<sup>st</sup>, 2022, your Room & Board will increase to \$ \_\_\_\_\_ which is 85% of your Benefits.

Starting February 1<sup>st</sup>, 2022, your personal allowance will be \$ \_\_\_\_\_

The Willows of Windsor's sole payment for your Room, Board and Care are received by you (R & B), and what the state pays for your Assistive Community Care Services (ACCS) and Enhanced Revenue Care (ERC).

Please return a copy of this letter with your signature in acceptance of the new rate.

With kind regards,

Sonya Kramer  
Willows of Windsor  
Bookkeeper  
willowsbookkeeper@gmail.com

By signing this letter, I agree to the Room and Board Rate that is being charged and I agree that I am receiving at least \$128 per month for my personal spending allowance.

Signed \_\_\_\_\_ Date \_\_\_\_\_

(Resident or Authorized Legal Representative)

Signed \_\_\_\_\_ Date \_\_\_\_\_

(Owner/Manager)

Please sign and send back

## Rate Increase Check List:

- 1) Get info on the R&B increase
- 2) Update list of everyone that is affected on the "Rate Increase Chart"
- 3) Send out letter asking for everyone's updated Social Security Increase notice
- 4) As Notices come in; list new R&B rate & their personal spending amount on "Rate Increase Chart"
- 5) Send "Rate Increase Letter" out; outside 30 days of the increase
- 6) As letters return check it off of the chart
- 7) Put signature into Residents' chart
- 8) If no returned signed sheet send new one & update chart
- 9) If month is up send out new letter but certify it & update chart
- 10) Talk to Laurie to advise next steps

😊 Resident meeting 😊

Please plan to attend!!

I would like to show everyone  
our Grievance Process.

We will talk right after the noon  
meal on Wednesday December  
29<sup>th</sup>, while we are all together  
in the dining room.

Thank you, Doreen

Signature for those who attended:

Kathy H. <del>McConnell</del>	W. Concha <del>Williams</del>
CM McConnell	Dee Williams
Peter J. Augustinovich	Lois Blanchard
Mary Jo <del>Smith</del>	Barry Bishop
Ann H. <del>White</del>	Edward Wheeler
Michelle White	Elizabeth Syme
Patricia Gould	
Charles Burch	

## *Willows of Windsor Grievance Procedure*

It is imperative that if you have a complaint against our staff or home that you contact the managers.

if you have a serious concern, we would expect you to address it with us in a way that is fair and solution oriented, starting at the most direct level of resolution possible.

Please understand that both clients and caregivers are extremely vulnerable and we expect both populations to be treated with the utmost dignity and respect.

This is how we would expect a client to start from the most direct level of communication about any problems:

1. Address the concern directly with a caregiver, if it involves a caregiver.
2. If that is not effective, address it with a manager verbally.
3. If that is not effective, address it in WRITING with a manager. The manager will, in turn, offer a solution IN WRITING.
4. If you still feel the manager's written response is not sufficient then you should call Vermont Department of Licensing and Protection and they will contact the manager here to work out a solution.

The Vermont Department of Licensing & Protection specifically asks that:

"Before filing a complaint with us, we urge you to raise any concerns initially with the management of the facility/provider."

They can be contacted at 802-241-0480

At the educational meeting on Wed. 12/29/21 all residents were offered a copy of this. All were shown the Grievance form. We reviewed what types of grievances we might expect to see, such as regarding meals, loud disturbances, safety concerns, heat, cold, or many other topics. Questions were answered.  
Doreen Stoodley RN

GRIEVANCE FORM

DATE \_\_\_\_\_

CONCERN BEING  
REPORTED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INVESTIGATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGES PUT INTO  
PLACE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAS YOUR CONCERN BEEN RESOLVED TO YOUR SASTISFACTION?

YES \_\_\_\_\_ NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_

(Resident or residents' family)

SIGNATURE \_\_\_\_\_

(Willows of Windsor owner)