

**STATE OF VERMONT
GREEN MOUNTAIN CARE BOARD**

Proposed Purchase of)
Franklin Count Rehab Center) **Docket No. GMCB-012-15con**

APPLICATION FOR CERTIFICATE OF NEED

INTRODUCTION

Coleen Condon Kohaut and Callie Kohaut (together, the “Applicants”) are applying to the Green Mountain Care Board for the issuance of a certificate of need approving the purchase of the equity interests of Franklin County Rehab Center, LLC (“FCRC”) which operates a skilled nursing facility under the name “Franklin County Rehab Center” in St. Albans, Vermont (the “Facility”). FCRC is currently owned 74% by Phillip Condon, 25% by the Tressa Condon Trust and 1% by Coleen Condon Kohaut. Coleen Condon Kohaut and her spouse Callie Kohaut (together, the “Purchasers”) are purchasing the ownership interests currently owned by both Phil Condon and the Tressa Condon Trust (together, the “Sellers”). The State of Vermont Department of Vermont Health Access has previously determined that no nursing home transfer tax will be due on this transaction.

The sales price will be paid in two parts: (i) a gift from Phil Condon to Coleen Condon Kohaut and Callie Kohaut and (ii) a promissory note to each of the Sellers with monthly payments starting in January 2018 to be paid by the Purchasers. This is a family transfer and has been part of Phillip Condon’s Estate and Retirement Plan. This transaction should have no financial impact on the Facility and is merely the continuation of a transfer of ownership of FCRC from two of the existing owners to the other existing owner and her spouse. There will also be no impact to the Medicaid budget.

Coleen Condon Kohaut has been a licensed Nursing Home Administrator in the State of Vermont since 2003. Coleen has extensive background in nursing home operations and has been a part of a family owned business, Franklin County Rehab Center, since 1981. Callie Kohaut has been working in Holiday House Residential Care Home for over six years as the Operations manager and previous to that was a successful business owner for over twenty years in the design build and contracting field. Having been a business owner and contractor, she brings extensive knowledge to their healthcare operations. Coleen and Callie will work together running all aspects of Franklin County Rehab Center, Holiday House and The Villa Rehab Center, the latter two of which they already own.

I. PROJECT DESCRIPTION

A. SCOPE OF PROJECT

1. The Applicants are Coleen Condon Kohaut and Callie Kohaut. Coleen Condon Kohaut currently owns 1% of FCRC. Her father, Phillip

Condon owns 74% of FCRC and Phil's wife's (Coleen's mother) trust owns the remaining 25% of FCRC . Phillip Condon is retiring and is conducting a family transfer of ownership from himself and the Tressa Condon Trust for which he serves as trustee. Coleen Condon Kohaut and her spouse Callie Kohaut will purchase the 99% of the membership interests of FCRC for below Fair Market Value. Because FCRC is taxed as a partnership, the valuation of Phillip Condon's interest will be determined based on appraisal of \$6,000,000 plus certain assets minus certain liabilities that exist at date of closing. Phil Condon will provide Purchasers with a gift in the amount of \$1,200,000 so that the starting point for calculation of the amount of the two notes will be \$4,800,000 (which is below fair market value). The Membership Unit Purchase Agreement attached as ATTACHMENT A provides detail on the structure of the transaction as well as the purchase price and payment.

2. FCRC is a sixty-four (64) bed Skilled Nursing Facility located in the Town of St. Albans, Vermont.
3. Through this application, the Applicants seek a Certificate of Need approving the transfer of ownership of the remaining 99% of ownership of FCRC from the Sellers, as detailed in the Membership Unit Purchase Agreement attached hereto as ATTACHMENT A. Please see the attached letter from State of Vermont Department of Vermont Health Access referencing exception to the Nursing Home Transfer Tax if ownership is transferred to a family member for less than "full and reasonable consideration". ATTACHMENT B.
4. The Facility provides in-house restorative nursing and contracts with Genesis Rehab Services which provides the following therapies: physical therapy, occupational therapy and speech therapy. The Facility also provides short term rehabilitation, palliative care, dementia care and respite care.
5. The Facility was built in 2004. The building is state of the art and is very well maintained.
6. The Facility's organizational structure is as follows: Current Organization Charts.
 - Phillip Condon, Administrator/Owner
 - Coleen Condon Kohaut, Resident Services, Administrator/Owner
 - Katie Gladden, Assistant Administrator
 - Annette Blanchard, RN, Director of Nurses
 - Miranda Thayer, RN, Asst. Director of Nurses

- Jessica Goss, Business of Manager
- Linda Fairchild , RN, MDS Coordinator
- Linda Fairchild, RN, Admissions, Staff Development and Infection Control
- Marie Walton, Social Services Director
- Chad Shover, Dietary Manager
- Ann Hawskby, Activity Director
- Nathan Monty, Maintenance
- Amanda Duckett, Director of Rehabilitation – Genesis Rehab Services
- Dr. Tieg Marco MD, Medical Director

7. The Facility's proposed organizational structure under the Applicants is as follows:

- Coleen Kohaut, NHA and Callie Kohaut, Owners
- Coleen Kohaut, NHA, Administrator/Owner
- Katie Gladden, Assistant Administrator
- Annette Blanchard, RN, Director of Nurses
- Miranda Thayer, RN, Asst. Director of Nurses
- Jessica Goss, Business of Manager
- Linda Fairchild, RN, MDS Coordinator
- Linda Fairchild, RN, Admissions, Staff Development and Infection Control
- Marie Walton, Social Services Director
- Chad Shover, Dietary Manager
- Ann Hawskby, Activity Director
- Nathan Monty, Maintenance
- Amanda Duckett, Director of Rehabilitation – Genesis Rehab Services
- Dr. Tieg Marco MD, Medical Director

8. The Facility layout:

There will be no formal construction changes. The Applicants do not intend to do any changes to Franklin County Rehab Center's physical building layout. The building was constructed in 2004 and is extremely modern and state of the art still today, with twenty-four (24) private rooms.

9. All surveys performed on FCRC by the Department of Disabilities, Aging and Independent Living, Division of Licensing and Protection ("DLP") and responsive Plans of Correction, for the past one-year period, are submitted as ATTACHMENT C.

10. All surveys performed on The Villa Rehab Center by DLP and responsive Plans of Correction, for the past one-year period, are submitted as ATTACHMENT D.
11. All surveys performed on Holiday House by DLP and responsive Plans of Correction, for the past one-year period, are submitted as ATTACHMENT E.
12. A table setting forth the CMS profiles for the Facilities in Franklin County, Franklin County Rehab Center, The Villa Rehab Center and St. Albans Health Care are submitted as ATTACHMENT F.

The CMS profiles for each facility are likewise submitted, as follows:

- Franklin County Rehab Center, ATTACHMENT G
 - Villa Rehab Center, ATTACHMENT H
 - St. Albans Health Care ATTACHMENT I
13. The audited financial statements for Franklin County Rehab Center for 2014 and 2015 are submitted as ATTACHMENT A1.
 14. The audited financial statements for The Villa Rehab Center for 2015 are submitted as ATTACHMENT A2.
 15. The audited financial statements for Four C's Inc. d/b/a Holiday House for 2014 and 2015 are submitted as ATTACHMENT A3 respectively.
 16. Personal Financials for Coleen and Callie Kohaut are submitted as ATTACHMENT A4.
 17. The resume and proof of current licensure for Coleen Kohaut are submitted as ATTACHMENT J.
 18. The resume and proof of current licensure for the Director of Nurses, Annette Blanchard, RN, who will remain in that position, are submitted as ATTACHMENT K.
 19. The resume for Callie Kohaut, Corporate Manager, is submitted as ATTACHMENT L.
 20. The resume and proof of current licensure for the current Medical Director, Teig Marco, MD, who will remain in that position, are submitted as ATTACHMENT M.

21. Coleen Condon Kohaut grew up in the long term care industry. She is a known commodity in Vermont and has made her mark on long term care since she started with her parents. Her parents are Phillip H. Condon, NHA and the late Tressa Condon, RN, NHA. They have been leaders in long term care for decades within Vermont. Her parents owned and operated Holiday House Nursing Home from 1981 until its closing in 2005. Coleen has been working in long term care with her family since 1998. She assisted during the Certificate of Need process for the building of the Facility (FCRC) in 2003 and was also vital in the oversight and construction of the Facility with her parents. Coleen recently purchased Redstone Villa (now known as The Villa Rehab Center) in December 2015 and has brought the quality up substantially in a very short period of time. When Coleen and Callie purchased the facility, it was a CMS Two Star rated building, and it is now a CMS Four Star rated building.
22. Coleen is a licensed Nursing Home Administrator, and has been the Resident Services Director /Administrator at Franklin County Rehab Center since 2010. Franklin County Rehab Center is a Five Star CMS rated facility and also named by US News & World Report as among its "2014 Best Nursing Homes." We have also won AHCA Quality Awards for reduction of anti-psychotic medication usage and re-hospitalization rates below national averages. Franklin County Rehab Center just received a Deficiency Free Survey in June of 2016.
23. Coleen re-opened Holiday House, a forty (40) bed Residential Care Home utilizing the previous building known as Holiday House Nursing Home in October of 2004. The facility is licensed as an Enhanced Residential Care Home (ERC). Holiday House also accepts Assisted Community Care Services (ACCS) Medicaid Residents. Coleen and her spouse, Callie Kohaut, own and operate that building today. Holiday House is a vibrant and wonderful senior community. It also offers an excellent continuum of care solution for patients who may go to the sister facility, Franklin County Rehab Center.
24. Holiday House is able to offer the ERC program as an alternative to the nursing home level of care through the Choices of Care Waiver. This program offers an alternative to higher cost nursing home care for residents. This parallels the State of Vermont's mission to make sure that Quality of Care is provided in the least costly manner for participants of the Medicaid program. Coleen Kohaut is currently the Administrator at Franklin County Rehab Center, and co-manages Holiday House Residential Care Home with her spouse, Callie Kohaut.
25. Callie Kohaut has been a very successful business owner for over twenty years. Running and operating a design build Construction

Company that she started and grew to over a million dollars in annual sales. Specializing in industrial, nuclear, and state contracts, including nursing homes and prisons. She holds many additional licenses such as high voltage, fire alarm, fiber optics etc. She brings extensive business operation and financial background to their team. Having run a large company with very detailed operations, building knowledge and business background and bringing this to the Applicants' team has immeasurable benefits. Callie has been working in healthcare with Coleen since 2011.

B. PROJECT DETAILS

26. Franklin County Rehab Center, LLC is taxed as a partnership. The valuation of the ownership interest of FCRC will be determined based on appraisal \$6,000,000 plus certain assets and minus certain liabilities that exist at date of closing. **ATTACHMENT A.**

See also **ATTACHMENT O**, Required Tables (Table 1-9)

27. The Applicants are working with the United States Department of Housing and Urban Development, the issuer of a loan to FCRC and holder of a mortgage on the Facility so that the purchase will not affect the HUD loan or mortgage.

28. **ATTACHMENT N.** Table 1, Project Costs; see also **ATTACHMENT O.** Consolidated Financial Statements, Years Ending December 31, 2016 (Forecasted) through 2019 (Projected) and Year Ended December 31, 2014 and 2015 (Historical).

29. HUD requirements are as follows: operational or financial covenants, reporting requirements or other requirements associated with the debt,
- Financial statements to be submitted annually; and
 - Personal tax returns and updated personal financial statements to be submitted annually
 - HUD financial requirements and reporting annually.

30. There will no material changes to staffing, organizational structure or bed capacity, or operations of FCRC. FCRC is a CMS 5 Star rated facility and will continue to strive to achieve the highest Quality of Care and continue accessing and working on all Quality Measures to ensure the highest quality of care for our residents as we have in the past and will continue to do so.

- **Short Term Rehabilitation:**

The Applicants plan to continue to contract with Genesis Rehab Services. Genesis Rehab Services also has the contract at Holiday House Residential

Care Home and The Villa Rehab Center. Franklin County Rehab Center is the premiere choice for short term rehabilitation in Franklin County. Referral sources are as follows:

- Northwestern Medical Center
- University of Vermont Medical Center
- Champlain Agency on Aging
- Franklin County Home Health
- Visiting Nurses of Chittenden County
- Physicians

- **Long Term Rehabilitation:**

The Applicants will continue to work closely with the contracted therapy company Genesis Rehab Services to ensure that there remains a focus on maintaining residents at their highest level. The program will be designed to work on the following areas: range of motion, ambulation, and implementing some new exciting initiatives from the new Genesis Rehab Services Contract.

- **Pressure Ulcers and Wound Management:**

The Applicants currently work with trained therapists in wounds. Working with a therapist trained in wounds to promptly get the right plan of treatment and start the healing process immediately. The Applicants also work very closely with manufacturers that have the latest wound healing products.

Administration and our clinical team will review frequently by monitoring through our QAPI team (Quality Assurance and Performance Improvement Program). FCRC has a Risk Team that meets weekly as well as a QAPI team that meets regularly and reviews all areas of quality review around management of Ulcers and Wounds.

- **Psychotropic Drugs:**

The Applicants are working and will continue to work towards decreasing psychotropic drug use within the Facility to below national average. The national average of Routine Antipsychotic Medication use is 20.4% and the State average is 18.74% and FCRC average is 3.3%. Franklin County Rehab Center has also received national recognitions from the American Health Care Association on successfully reducing psychotropic usage at Franklin County Rehab Center (and recently received a letter from the former Commissioner of DAIL, Dr. Susan Wehry, congratulating us in our success. **ATTACHMENT P.**

Our current commercial pharmacy and pharmacy consultant will continue to assist us with consultation and reduction strategies. We will also work with our Medical Director and other physicians to evaluate and reduce inappropriate psychotropic medication usage. We will also work with the QAPI team to review this standard. Administration and the consulting pharmacist will work closely with the clinical team to achieve this. This is a

very important focus and will be part of our Quality Assurance and Performance Improvement Program.

- **Reduction of Falls:**

One of Franklin County Rehab Center's initiatives will be to continue focus on the number of falls in the Facility, utilizing a fall prevention program. The Applicants is a member of the local hospital's community partnership, and, as part of this partnership, providers in the area are looking to standardize a fall prevention program from primary care physicians, home health agencies and nursing homes. The Facility's program will consist of reviewing falls in the clinical team meeting with the corporate managers, Administrator, and clinical team. A risk management meeting will be started to look at every fall to determine the details around the fall and what measures should be put in place to remove or reduce the risk of another fall. This will also be communicated to the direct care staff and updated on the resident's plan of care.

- **Staff Retention:**

The Applicants continue to strive to improve and decrease turnover especially in our direct care staff. We will improve staff retention by being present in the building and building a core team. FCRC currently has a great reputation and has been able to attract and retain highly qualified and dynamic staff. The Applicants' other facilities have great reputations as well and serve as a great resource for staff. This is a local family; not a large corporation. They are present in their buildings. The "Condon Family" has been in long term care in Franklin County since 1981. Their motto has always been "Together we achieve the extraordinary." They truly believe that open communication with their staff is of paramount importance in having a team oriented building.

We believe in the importance of training. We currently have an approved License Nursing Assistant Course that we run through Franklin County Rehab Center. This will give us the opportunity to work with our other sister facilities to make sure we have competent staff. The Applicants already have a great working relationship with local Northwestern Technical Center and Cold Hollow Career Center. Franklin County Rehab Center is a clinical site for LNA Students, LPN, and RN students from Vermont Technical College and Albany College of Pharmacy interns learning about Long Term Care needs.

31. The Facility will continue to participate in the Medicare and Medicaid programs and will continue to offer the same therapeutic services as are presently offered.

B. APPLICANTS' DETAILS

32. The Applicants' individual information is as follows:

Coleen Condon Kohaut

616 Sheldon Road
St. Albans, Vermont 05478
ckohaut@franklincountyrehab.com
(802) 598-3256

- 50% Ownership in The Four C's Inc. d/b/a Holiday House
- 50% Ownership in CCK Holdings, LLC (which owns 50% of The Villa Rehab Center, LLC)
- 1% Ownership in Franklin County Rehab Center, LLC

Callie Kohaut

616 Sheldon Road
St. Albans, Vermont 05478
callie@franklincountyrehab.com
(518) 796-3508

- 50% Ownership in The Four C's Inc. d/b/a Holiday House
- 50% Ownership in CCK Holdings, LLC (which owns 50% of The Villa Rehab Center, LLC)

33. Coleen Condon Kohaut has been a licensed Nursing Home Administrator since 2003. She has grown up in the long term care industry and has worked professionally in the nursing home industry since 1998. She has extensive knowledge of the operations and management of a nursing home. Coleen has an unblemished license.

34. Callie Kohaut has been a very successful business person for over twenty years. Having owned and operated a large design build electrical contracting business that operated in upper state New York. Her business specialized in industrial, high voltage, commercial and residential electrical contracting service and general contracting. She also owned and operated a site contracting business. Callie and Coleen partnered and continue to grow their Healthcare Business under CCK Holdings, LLC, known as Suncrest Healthcare Communities.

II. PROCEDURAL HISTORY AND JURISDICTION

35. By letter dated December 14, 2015 from the Green Mountain Care Board, the Applicants met and went over criteria for the application of the proposed project and the need for a certificate of need from the Green Mountain Care Board.

III. CERTIFICATE OF NEED (18 V.S.A. § 9437) CRITERION 1 THE APPLICATION IS CONSISTENT WITH THE HEALTH RESOURCE ALLOCATION PLAN.

A. CON STANDARD 5.3:

Nursing homes or similar entities seeking a certificate of need shall provide a written recommendation from the Department of Disabilities, Aging and Independent Living supporting the new health care project proposal.

The Applicants' anticipate receiving a written recommendation from the Department of Disabilities, Aging, and Independent Living's Commissioner, Monica Hutt, following submission of this application.

B. CON STANDARD 5.4:

Nursing homes or similar entities seeking a certificate of need shall demonstrate the Applicants is sufficiently capitalized and insured to protect residents against substandard care and to provide for sufficient protection in the event of legal liability of the facility or the facility's operators.

Historically Franklin County Rehab Center has been over 92% occupancy and has strong financials. The physical plant is very new and with a HUD mortgage there is a requirement to escrow money for capital improvements monthly. This Escrow should ensure the capitalization if there should be an issue. The Applicants have been in long term care over 20 years.

The Applicants will also carry Liability and Professional Liability Insurance to ensure sufficient protection. The current owners currently carry Professional Liability insurance of in the amount of Three Million Dollars. A current copy of the Certificate of Liability Insurance is submitted ATTACHMENT Q.

C. CON STANDARD 5.12:

Applicants seeking to restructure nursing home ownership that triggers the need for a new license from DAIL shall demonstrate the ability to meet all reasonably anticipated financial and quality obligations imposed by the operation of the nursing home.

As reviewed above, and as set forth in the personal financial statements to be submitted under separate cover, the Applicants have sufficient liquid assets and are committed to the success of this Facility. The Applicants have two other facilities in the same town and have a record and reputation of operating excellent

buildings. Coleen and Callie are committed to ensuring that this Facility is operated in the same manner as their reputation for providing “Quality Healthcare”. Further, Coleen has been directly involved in its current Five Star Rating.

IV. INSTITUTE OF HEALTHCARE IMPROVEMENT TRIPLE AIMS (Describe Consistency of Application)

A. Improving the individual experience of care.

The Applicants have a proven record of providing an individual experience of care to the residents at Franklin County Rehab Center. The Applicants and Phillip Condon support the goal of ensuring that Facility residents receive services that reflect their personal values.

We will maintain this by continuing to emphasizing the use of primary licensed nursing aides so that they get to know their residents’ needs and wishes. We will also include them in the Care Planning process and have them as a participant in these meetings.

We will continually do assessments of the needs of our Facility and look at areas that may need to change in order to implement a more individual experience of change. Looking at “Culture Change” and how factors, like bedtimes, choice of a meal, and activities are essential to quality of life.

- Continued focus on meal times and choice of meals
- Choice of bedtimes
- Medication times in coordination with the consulting pharmacist and physician.
- Increased areas of interest in the Activity Program.
- Encouraging the residents to participate in their own care plan meetings.
- Do an assessment of bath days and times.

B. Improving the health of populations.

The Applicants are very committed to improving the health of the populations. They have already proven this by the other health care communities they have in Franklin County. The Applicants’ motto is “Quality of life is a way of life”. The Applicants’ Philosophy of Care is as follows:

We will treat each individual with honor, respect and reverence befitting his or her dignity and provide an environment of enrichment, where residents may reach and maintain their optimum level of function physically, emotionally, spiritually, socially, and intellectually.

Our mission will be to enrich the lives of the people we serve within our community to provide quality healthcare with superior customer service, and a commitment to excellence, compassion, respect and integrity. Having two other health care communities in the area will give us the ability to enhance healthcare in our community.

Holiday House is a residential care home licensed as an Enhanced Residential Care Home which is a Level III facility. Working with the resident and family, the Applicants feels that options for a Level III facility and a continuum of care are essential and consistent with the State of Vermont plan to ensure that people are being cared for in the appropriate level of care. The Applicants have a continuum of care setting available to make sure that residents are being cared for in the least restricted environment.

C. Reducing the per capita costs of care for populations.

The Applicants have already proven that they are committed to “person centered care” in this Facility. Again the Applicants own part of the business and will keep it at the resident experience of a Five Star facility and continue to implement the same philosophy after transition to full ownership. Likewise, due to the continuum of care that the Applicants are able to offer through this and its other facilities, the per capita cost of care the for the community’s population should continue to be lower due to the emphasis on the continuum of care that the Applicants and the Condon Family have been able to foster.

V. CON STATUTORY CRITERION 2 (18 V.S.A. § 9437(2))

A. The cost of the project is reasonable, because the Applicants’ financial condition will sustain any financial burden likely to result from completion of the project.

The Applicants have demonstrated that they have financial security to sustain any financial burden this project may result in. They bring over twenty years of knowledge in long term care and also have other facilities in the area and are very familiar with the community. The Applicants will show through their personal financial information that they have the wherewithal to weather the ups and downs of the long term care industry. They will be submitting such records as confidential, upon a determination from the Green Mountain Care Board.

B. The project will not result in an undue increase in the costs of medical care. In making a finding under this subdivision, the commissioner shall consider and weigh relevant factors, including:

- i. **the financial implications of the project on hospitals and other clinical settings, including the impact on their services, expenditures, and charges;**
- ii. **whether the impact on services, expenditures, and charges is outweighed by the benefit of the project to the public; and**

The Applicants rely on the current and projected (3) year financial analysis of the project in ATTACHMENT O and CON required tables ATTACHMENT N.

The Applicants show FCRC projected profits to be \$166,538 in 2016, \$236,275 in 2017 and \$366,509 in 2018 and \$371,200 in 2018. The financial forecasts look strong, but the Applicants are willing and able to cover any cash shortfalls if there is a need. ATTACHMENT O page 3 of the consolidated statements of income compiled by KBS Accounting firm.

- iii. **Less expensive alternatives do not exist, would be unsatisfactory, or are not feasible or appropriate.**

The existing building has been in operation since May 2004. It is the newest built nursing facility in the State of Vermont. It offers twenty four (24) private rooms and very large semi private rooms. Franklin County has not been deemed an area that is over bedded with Skilled Nursing beds. This building will continue with Level I and Level II beds in the community. The Facility census has been strong and occupancy is usually over 92%.

The Facility provides short term rehabilitation services and restorative nursing. Franklin County Rehab Center currently contracts with Genesis and will continue that contract with them after the change of ownership.

The Applicants also own a Level III facility which is licensed for Enhanced Residential Care Home which is part of the Home Based Community Waiver and that building has had strong census within that program as well. The Applicants will be able to discharge plan to the Residential Care Home when appropriate.

VI. STATUTORY CRITERION NO. 3 (18 V.S.A. § 9437(3))

There is an identifiable, existing, or reasonably anticipated need for the proposed project which is appropriate for the Applicants to provide.

The census is projected to be stable with the change of ownership. FCRC has had a consistently strong census, and there is no anticipation that it would change, as the Applicants represent a continuation of current ownership. The continued operation of this

Facility is essential and will allow for residents to stay in their community. The closest Level II beds are in Chittenden County. Chittenden County has not had experience with low census in its nursing homes. These beds are very significant for Franklin County and it would cause a hardship to the community if these beds were not available in Franklin County.

VII. STATUTORY CRITERION NO. 4 (18 V.S.A. § 9437(4))

The project will improve the quality of health care in the state or provide greater access to health care for Vermont's residents, or both.

The project will improve the quality of health care in the State and provide greater access to health care for Vermonters. The Applicants have been in Long Term Care for over twenty years. The "Condon Family" has cared for many residents and families in Franklin County. The retirement plan of Phillip Condon was to transfer the building to his daughter Coleen Condon Kohaut upon retirement and keep local ownership of healthcare in Vermont. Their care has been demonstrated through the years as being top notch and is demonstrated by winning four Quality Awards from the State, having great surveys, and being recognized by Centers of Medicare and Medicaid as a Five Star Facility. They have also been awarded, by My Innerview, a quality award for Resident Satisfaction being over 95%. Attachment S. This was only awarded to 200 nursing homes in the country. They were recently awarded a quality award at the Quality Symposium in 2014 held by the American Health Care Association. Franklin County Rehab Center just won another Quality Award from American Health Care Association for the reduction of anti- psychotic medication usage and a low re-hospitalization rate. Franklin County Rehab Center just received the American Health Care Association Bronze Medal for quality and had a deficiency free survey in June of 2016.

The Applicants also own a Residential Care Home, Holiday House, and will work with the interdisciplinary team to determine if resident needs can be met at a Level III. They will work with the resident and family to go over these options which is in line with the State's wishes to make sure that residents are cared for in the least costly manner and the State's desire to utilize home based options with the Choices of Care Waiver.

VIII. STATUTORY CRITERION NO. 5 (18 V.S.A. § 9437(5))

The project will not have an undue adverse impact on any other existing services provided by the applicant.

The project will not have any undue adverse impact on any other services provided by the Applicants. The Applicants' businesses are separate corporate entities with separate corporate tax identification numbers, bank accounts, and liability insurance. The Applicants do not foresee any financial issues with the Facility and do not see that they would adversely affect any other facilities in their ownership. The Applicants have been in business for many years and have good business relationships with various lenders.

Coleen Condon Kohaut and Callie Kohaut will balance their responsibilities between operations and oversight of the facilities. Coleen Kohaut being a licensed nursing home

administrator will be the Administrator of Franklin County Rehab Center. Coleen will spend the majority of her time with management and operations of this building with the assistance of her Assistant Administrator Kate Gladden, NHA. She will be a consultant to The Villa Rehab Center and Holiday House on an as needed basis. The Villa Rehab Center has a full time Administrator and Director of Nurses.

Callie Kohaut will be the manager at the Holiday House Residential Care Home with assistance from our Assistant Manager and Clinical Director of Holiday House. She will also be responsible for the oversight of the property management of Holiday House, Franklin County Rehab Center and The Villa Rehab Center. The individual buildings all have full time maintenance staff, and Callie will consult with them on needs of the physical buildings.

IX. STATUTORY CRITERION NO. 6 (18 V.S.A. § 9437(6))
The project will serve the public good.

Rule 4.402(3) Criteria on Public Good

- A. Whether the project will help meet the needs of medically underserved groups and the goals of universal access to health services.**
- B. Whether the project will help facilitate the implementation of the Blueprint.**
- C. Whether the Applicants has demonstrated it has analyzed the impact of the project on the Vermont health care system and the project furthers effective integration and coordination of health care services.**
- D. Whether the project is consistent with current health care reform initiatives, at the state and federal level.**
- E. Except where circumstances support approval of an emergency Certificate of Need, whether the project was identified prospectively as needed at least two years prior to the time of filing in the hospital's four-year capital plan.**
- F. Whether, and if so to what extent, the project will have an adverse impact on the ability of existing facilities to provide medically necessary services to all in need, regardless of ability to pay or location of residence.**

The project will enable the Applicants to continue to serve Franklin County with a continuum of care to better meet the needs of the residents of this community.

The Applicants are always looking ahead and doing strategic planning on what the new initiatives in Long Term Care are. Coleen is a member of the Vermont Health Care Association, The American Health Care Association, and a member of the American College of Health Care Administrators.

Coleen also sits on the Clinical Advisory board for OneCare Vermont and works with an interdisciplinary team comprised of administrators from the local hospital, mental health

agencies, community healthcare providers, physicians and representative of the Blueprint for health and many community providers. Together as a team, we are working with each other to come up with tools that we can use across the providers for procedures around the Quality Measures. Examples are that Franklin County rates are high for cardiovascular disease and congestive heart failure. The team is looking at best practices for these patients and implementing protocols with our community to better serve this chronic illnesses as well as doing wellness initiatives.

The Applicants' purchase of the remaining ownership interest of FCRC will not have any undue impact on other services in Franklin County. Coleen Kohaut is already an owner of this facility and is continuing with a retirement plan for her father Phillip Condon. The Applicants are going to maintain the same number of licensed beds, and Franklin County is not over bedded with nursing home beds.

| Attachments to Application | Description |
|-----------------------------------|---|
| Attachment A | Purchase and Sales Agreement |
| Attachment B | Department of Vermont Health Access Letter |
| Attachment C | DLP surveys/POC: Franklin County Rehab Center |
| Attachment D | DLP surveys/POC: Villa Rehab Center |
| Attachment E | DLP surveys/POC: Holiday House |
| Attachment F | CMS Table with profiles |
| Attachment G | CMS Star Ratings – Franklin County Rehab Center |
| Attachment H | CMS Star Ratings – The Villa Rehab Center |
| Attachment I | CMS Star Rating – St. Albans Health and Rehab |
| Attachment J | Coleen Kohaut License and Resume |
| Attachment K | Annette Blanchard- DON- Resume and License |
| Attachment L | Callie Kohaut – Resume |
| Attachment M | Dr. Marco- Medical Director- Resume |
| Attachment N | Required Financial Tables - KBS |
| Attachment O | Consolidated Financial Statements - KBS |
| Attachment P | Former Commission Susan Wehry Letter |
| Attachment Q | Professional Liability Insurance |
| Attachment R | My Innerview Award |
| Attachment A1 | FCRC Financial Statements- 2014/2015- Confidential |
| Attachment A2 | The Villa Rehab Center Financial Statements 2015 |
| Attachment A3 | Four C's Inc d/b/a Holiday House 2014/2015 |
| Attachment A4 | Personal Financial Statements |
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Verification Under Oath

**STATE OF VERMONT
GREEN MOUNTAIN CARE BOARD**

In re: Proposed Purchase)
Franklin County Rehab Center) Docket No. GMCB-012-15con
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Verification Under Oath to file with Certificate of Need Application, correspondence and additional information subsequent to filing an Application.

Coleen Kohaut, being duly sworn, states on oath as follows:

1. My name is Coleen Kohaut. I have reviewed the Certificate of Need additional information requested.
2. Based on my personal knowledge and after diligent inquiry, I attest that the information contained in Certificate of Need Application is true, accurate and complete, does not contain any untrue statement of a material fact, and does not omit to state a material fact.
3. My personal knowledge of the truth, accuracy and completeness of the information contained in the Certificate of Need Application is based upon either my actual knowledge of the subject information or upon information reasonably believed by me to be true and reliable and provided to me by the individuals identified below in paragraph 4. Each of these individuals has also certified that the information they have provided is true, accurate and complete, does not contain any untrue statement of a material fact and does not omit to state a material fact.
4. The following individuals have provided information or documents to me in connection with the Certificate of Need Application and each individual has certified, based either upon his or her actual knowledge of the subject information or, where specifically identified in such certification, based on information reasonably believed by the individual to be reliable, that the information or documents provided are true, accurate and complete, do not contain any untrue statement of a material fact, and do not omit to state a material fact:

Coleen Condon Kohaut

5. In the event that the information contained in the Certificate of Need Application becomes untrue, inaccurate or incomplete in any material respect, I acknowledge my obligation to notify the Green Mountain Care Board and to supplement the Certificate of Need Application Information as soon as I know, or reasonably should know, that the information or document has become untrue, inaccurate or incomplete in any material respect.

Coleen Kohaut

Coleen C. Kohaut

On August 31, 2016 appeared before me and swore to the truth, accuracy and completeness of the foregoing.

Sara Hobbs

Notary public

My commission expires 02/19

[seal]



Verification Under Oath

**STATE OF VERMONT
GREEN MOUNTAIN CARE BOARD**

In re: Proposed Purchase)
Franklin County Rehab Center) Docket No. GMCB-012-15con
)
)

Verification Under Oath to file with Certificate of Need Application, correspondence and additional information subsequent to filing an Application.

Coleen Kohaut, being duly sworn, states on oath as follows:

1. My name is Coleen Kohaut. I have reviewed the Certificate of Need additional information requested.
2. Based on my personal knowledge and after diligent inquiry, I attest that the information contained in Certificate of Need Application is true, accurate and complete, does not contain any untrue statement of a material fact, and does not omit to state a material fact.
3. My personal knowledge of the truth, accuracy and completeness of the information contained in the Certificate of Need Application is based upon either my actual knowledge of the subject information or upon information reasonably believed by me to be true and reliable and provided to me by the individuals identified below in paragraph 4. Each of these individuals has also certified that the information they have provided is true, accurate and complete, does not contain any untrue statement of a material fact and does not omit to state a material fact.
4. The following individuals have provided information or documents to me in connection with the Certificate of Need Application and each individual has certified, based either upon his or her actual knowledge of the subject information or, where specifically identified in such certification, based on information reasonably believed by the individual to be reliable, that the information or documents provided are true, accurate and complete, do not contain any untrue statement of a material fact, and do not omit to state a material fact:

Coleen Condon Kohaut

5. In the event that the information contained in the Certificate of Need Application becomes untrue, inaccurate or incomplete in any material respect, I acknowledge my obligation to notify the Green Mountain Care Board and to supplement the Certificate of Need Application Information as soon as I know, or reasonably should know, that the information or document has become untrue, inaccurate or incomplete in any material respect.

Coleen C. Kohaut

Coleen C. Kohaut

On August 31, 2016 appeared before me and swore to the truth, accuracy and completeness of the foregoing.

Anna Tibbits

Notary public

My commission expires 02/19

[seal]



Green Mountain Care Board
89 Main Street
Hein, MD
Montpelier, VT 05620

[phone] 802-828-2177
www.gmcboard.vermont.gov

*Alfred Gobeille, Chair
Karen*

*Con Hogan
Betty Rambur, PhD, RN
Allan Ramsay, MD
Susan Barrett, JD, Executive Director*

Sent Electronically

December 14, 2015

Ms. Coleen Kohaut
Franklin County Rehabilitation Center
110 Fairfax Rd.
St. Albans, VT 05478

RE: Docket No. GMCB-012-15con, Proposed Purchase of 99% of Stock in Franklin County Rehabilitation Center in St. Albans

Dear Colleen:

Thank you for meeting with us regarding the proposed transaction referenced above.

The application should include a detailed description of, and the need for, the proposed project, cost of the individual components and total project cost, and an explanation of existing and new or expanded services to be offered, any purchase or lease arrangements that will be entered into, and a description of any renovation/construction and IT components of the project.

Pursuant to 18 V.S.A. § 9437(1), the application must be consistent with the current Health Resource Allocation Plan (HRAP); the applicable HRAP Standards for the proposed project are Standards 5.3, 5.4 and 5.12. In addition, the criteria set forth in 18 V.S.A. § 9437(2)-(6) apply to your application.

Sufficient financial information is also required to evaluate the impact of the project. Please submit the following:

- **Profit and Loss Statement(s) for Applicant's current business interests and for proposed project alone**: Include the latest actual for 12 month period, Proposed Year 1, Proposed Year 2, and Proposed Year 3 (specify the 12 month period for each). Include a summary of all financial assumptions that underlie projections;
- **Revenue Projections for Applicant's current business interests and for proposed project alone**: Include the latest actual for 12 month period, Proposed Year 1, Proposed Year 2, and Proposed Year 3 (specify the 12 month period for each). Include a summary of all financial assumptions that underlie projections;



- Balance Sheet(s) for Applicant's current business interests and for proposed project alone: Include the latest actual for 12 month period, Proposed Year 1, Proposed Year 2, and Proposed Year 3 (specify the 12 month period for each). Include a summary of all financial assumptions that underlie projections;
- Cash Flows for Applicant's current business interests and for proposed project alone: Include the latest actual for 12 month period, Proposed Year 1, Proposed Year 2, and Proposed Year 3 (specify the 12 month period for each). Include a summary of all financial assumptions that underlie projections;
- Operating Costs for Proposed Project only: Indicate by line item and include underlying assumptions;
- Financial Table 1, Project Costs;
- Financial Table 2, Financing Arrangement;
- Financial Table 6 A, B, and C, Revenue Source Projections;
- Table 7 A, B, and C, Utilization Projections;
- Table 9 A, B, and C, Staffing Projections; and
- Facility's Most Recent Audited Financial Statement
- Personal Financial Statement.

In responding to the HRAP standards and statutory criteria, please restate the standards and criteria verbatim in bolded font and respond to each in unbolded font. Please provide the original and two copies of the application, existing and proposed floor plans if renovations are anticipated, and any attachments as well as two copies of the Verification Under Oath Form. In addition, please send an electronic copy to donna.jerry@vermont.gov.

If you have any questions, please do not hesitate to call me at (802) 828-2918.

Sincerely,

s/ Donna Jerry
 Donna Jerry
 Health Policy Analyst



Attachment A

MEMBERSHIP UNIT PURCHASE AGREEMENT

This **MEMBERSHIP UNIT PURCHASE AGREEMENT** (the "Agreement") is made as of the 31st day of August 2016, by and between (i) **PHILLIP H. CONDON**, an individual residing in St. Albans Vermont and (ii) each of **PHILLIP H. CONDON AND DANA KITTELL AS TRUSTEES UNDER THE REVOCABLE TRUST OF TRESSA CONDON u/t/a November 3, 1981**, as amended, (together, the "Seller") and (a) **COLEEN KOHAUT**, an individual residing in St. Albans, Vermont, ("Coleen") and (b) **CALLIE KOHAUT**, an individual residing in St. Albans Vermont, ("Callie" and together with Coleen, the "Buyer").

WITNESSETH:

WHEREAS, (i) Phillip H. Condon ("Condon") is the owner of 740 Membership Units of Franklin County Rehab Center, LLC, a Vermont limited liability company (the "Company") and (ii) the Revocable Trust of Tressa Condon (the "Trust") is the owner of 250 Membership Units of the Company (collectively, the "Membership Units"); and

WHEREAS, the Seller desires to sell the Membership Units to the Buyer; and

WHEREAS, the Buyer, representing a married couple, desires to purchase the Membership Units on the terms and conditions hereinafter provided and thereafter hold the Membership Units as tenants by the entirety;

NOW, THEREFORE, the parties hereto hereby agree as follows:

In consideration of the mutual promises and covenants hereinafter set forth, and subject to the terms and conditions set forth below, the Seller agree to sell, transfer and convey and the Buyer agree to buy the Membership Units.

ARTICLE 1
PURCHASE PRICE

1.1 The total purchase price for the Membership Units (the "Purchase Price") is Five Million Nine Hundred Forty Thousand Dollars (\$5,940,000.00) plus ninety-nine percent (99%) of current assets comprised of (i) cash on hand, (ii) accounts receivable, (iii) prepaid expenses and (iv) inventory minus ninety-nine percent (99%) of current liabilities comprised of (a) accounts payable, (b) accrued but unpaid payroll, vacation and sick time for employees, (c) debt obligations and (d) certain other expenses, all to be calculated by mutual agreement on the Closing Date (defined below)(collectively, the "Adjustments").

1.2. The purchase price (the "Purchase Price") shall be paid at the Closing (defined below) as follows:

1.2.1 A gift from Condon to each of Coleen and Callie in the amount of \$600,000 each;

1.2.2 A promissory note from Buyer in favor of Condon in the amount of \$3,543,030.32 plus or minus three quarters of the Adjustments in the form of the Promissory Note contained in Schedule A attached to and incorporated herein (the "Condon Note"). The Condon Note, which shall be forgiven upon the death of Condon, shall be secured by a pledge of the Membership Units from Buyer to Seller by execution by Buyer of a pledge agreement in the form of the Pledge Agreement contained in Schedule B attached to and incorporated herein (the "Condon Pledge Agreement"); and

1.2.3 A promissory note from Buyer in favor of the Trust in the amount of \$1,196,969.68 plus or minus one quarter of the Adjustments in the form of the Promissory Note contained in Schedule A attached to and incorporated herein (the "Trust Note" and, together with the Condon Note, the "Notes"). The Trust Note shall also be secured by a pledge of the Membership Units from Buyer to Seller by execution by Buyer of a pledge agreement in the form of the Pledge Agreement contained in Schedule B attached to and incorporated herein (the "Trust Pledge Agreement").

ARTICLE 2

CONDITIONS AND CONTINGENCIES

Buyer's obligation to purchase in accordance with this Agreement is conditioned upon the following:

2.1. Neither the Company nor the Seller enter into any material contract(s) on behalf of the Company without the written consent of the Buyer.

2.2. Any breach of any representation, warranty or agreement of Seller or Buyer contained in this Agreement.

2.3. The delivery by Seller of clear title to the Membership Units, free and clear of all liens and encumbrances.

2.4. Buyer shall have received all licenses, approvals, permits, certificates of need and consents from any third party or governmental, regulatory authority or agency which it deems necessary or desirable in connection with its operation of the Company including, without limitation, from the applicable State of Vermont regulatory authorities, the Healthcare Financing Administration and Medicaid.

If the Buyer is not required to perform in accordance with this Agreement because of one or more of the contingencies set forth in this Article 2, this Agreement shall be terminated and neither party shall have any claim against the other.

ARTICLE 3

CLOSING AND POSSESSION

3.1 The parties shall use commercially reasonable efforts to close the transactions contemplated by this Agreement at the offices of Primmer Piper Eggleston & Cramer PC in Burlington, Vermont (the "Closing"), effective at the close of business on the thirtieth (30th) day after Buyer obtains a Certificate of Need from the Green Mountain Care Board, or at another location and/or time either mutually agreeable to Seller and Buyer (the "Closing Date").

3.2 Buyer shall take possession of the Membership Units as of the Closing Date, subject to the terms and conditions herein, and hold such Membership Units as tenants by the entirety.

ARTICLE 4 **REPRESENTATIONS OF SELLER**

Each Seller jointly and severally warrants and represents to each Buyer that:

4.1 Ownership of the Membership Units. Seller, respectively, owns beneficially and of record the Membership Units listed in the first recital to this Agreement; and the Membership Units are free and clear of any liens, claims, encumbrances or restrictions of any kind. There are no certificates or other writing evidencing the Membership Units.

4.2 Authority. Seller has the full legal right, power and authority to enter into this Agreement, to sell, assign, transfer and deliver the Membership Units hereunder, and to perform his or its obligations under this Agreement. Seller does not know of any claims or any basis for claims which reasonably could be expected to result in the creation or existence of any lien, encumbrance, interest, claim or demand on or against the Membership Units.

4.3 Compliance with Other Agreements. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with, or result in a breach or violation of, or constitute a default in the performance, observance, or fulfillment of any obligation, applicable to the Seller.

4.4 Valid and Binding Agreement. This Agreement has been validly executed and delivered by and constitutes the valid and binding obligation of the Seller enforceable in accordance with its terms.

4.5 No Legal Obstacle to Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with, or result in a breach or violation of, or constitute a default in the performance, observance, or fulfillment of any obligation, covenant or condition contained in, or constitute, or, but for any requirement of notice or lapse of time or both, would constitute, an event or default by Seller under any applicable contract, lease, mortgage or other agreement to which Seller is a party or by which he or it is bound.

4.6 No Legal Proceedings. As of the date of this Agreement there is no suit, action or other proceeding against Seller pending or, to the knowledge of Seller, threatened before any court or governmental agency in which it is, or will be, sought to restrain or prohibit, or to obtain

damages or other relief in connection with, this Agreement, or the transactions contemplated hereby.

4.7 Finder's Fees. No person or entity is entitled to any brokerage commission, finder's fee or similar compensation from any of the parties hereto in connection with the execution and delivery of this Agreement or the consummation of the transactions herein contemplated.

ARTICLE 5 **REPRESENTATIONS OF BUYER**

Each Buyer jointly and severally warrants and represents to each Seller that:

5.1 Authority. Buyer has the full legal right, power and authority to enter into this Agreement, to buy the Membership Units hereunder, and to perform her respective obligations under this Agreement.

5.2 Compliance with Other Agreements. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with, or result in a breach or violation of, or constitute a default in the performance, observance, or fulfillment of any obligation, applicable to the Buyer.

5.3 Valid and Binding Agreement. This Agreement has been validly executed and delivered by and constitutes a valid and binding obligation of Buyer enforceable in accordance with its terms.

5.4 No Legal Obstacle to Agreement. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with, or result in a breach or violation of, or constitute a default in the performance, observance, or fulfillment of any obligation, covenant or condition contained in, or constitute, or, but for any requirement of notice or lapse of time or both, would constitute, an event or default by Buyer under any applicable contract, lease, mortgage or other agreement to which Buyer is a party or by which she is bound.

5.5 No Legal Proceedings. As of the date of this Agreement there is no suit, action or other proceeding against Buyer pending or, to the knowledge of Buyer, threatened before any court or governmental agency in which it is, or will be, sought to restrain or prohibit, or to obtain damages or other relief in connection with, this Agreement, or the transactions contemplated hereby.

5.6 Finder's Fees. No person or entity is entitled to any brokerage commission, finder's fee or similar compensation from any of the parties hereto in connection with the execution and delivery

ARTICLE 6 **CLOSING DOCUMENTS**

Buyer and Seller agree to execute any documents reasonably requested by the other in order to carry out the intent of this Agreement.

ARTICLE 7 **TERMINATION**

This Agreement may be terminated at any time prior to the Closing as follows:

(a) By mutual agreement of Seller and Buyer, in which event there shall be no liability on the part of any of the parties or their respective officers or directors, except as otherwise set forth herein;

(b) By Buyer if on the Closing Date any of the conditions specified in Article 2 have not been met or fulfilled or waived by Buyer; or

(c) By Seller if on the Closing Date any of the conditions specified in Article 2 have not been met or fulfilled or waived by such Seller.

ARTICLE 8 **DEFAULT**

8.1 In the event that Buyer defaults in paying or performing any of her obligations to be performed by her under this Agreement, then Seller shall have, at his or its sole option, the right to terminate this Agreement and to seek and obtain monetary damages or specific performance.

8.2 In the event that Seller defaults in the performance of any of his or its obligations to be performed by him or it under this Agreement, then Buyer shall have, at her sole option, the right to terminate this Agreement and to seek and obtain monetary damages or specific performance.

ARTICLE 9 **POST-CLOSING COVENANTS**

9.1 **Expenditures.** Buyer covenants that while any amount is due and outstanding under either of the Notes, Buyer will not cause the Company nor either of the following companies for which Buyers are the majority owners: The Four C's Inc. and The Villa Rehab Center, LLC, to make capital expenditures (as such term is defined under generally accepted accounting principles) that in the aggregate constitute more than \$125,000 in any fiscal year without the consent of Condon, such consent to not be unreasonably withheld or delayed.

9.2 **Financial Statements.** Buyer covenants that while any amount is due and outstanding under either of the Notes, Buyer will deliver to Condon the following:

(a) As soon as available and in any event within 120 days after the end of each fiscal year of the Company, a true copy of the Company's financial statements for such year, including therein balance sheets of the Company as of the end of such fiscal year and statements of income

and retained earnings and a statement of cash flows of the Company for such fiscal year, in each case prepared in form, substance and detail and on a basis reasonably satisfactory to Condon in by an independent certified public accountant of recognized standing reasonably acceptable Condon.

(b) As soon as available and in any event within 120 days after the end of each calendar year, true copies of the personal financial statements reflecting the net worth and income of any Buyer (who is a natural person), in each case prepared in accordance with GAAP and otherwise in form, substance and detail reasonably satisfactory to Condon.

9.3 Sale of Company. Buyer covenants that if within six (6) years of the Closing Date, Buyer sells a majority of her Membership Interest in the Company or sells substantially all of the assets of the Company by sale, merger or other reorganization, Buyer will split the profits of such transaction on an equal basis with Condon until the amount of such share for Condon reaches \$900,000. For purposes of this section, the term "profits" means the consideration for any transaction referred to in the preceding sentence minus any transfer tax payable by the seller in such transaction to the State of Vermont pursuant to 32 V.S.A. Sec. 9531 and minus the amount of the Purchase Price.

9.4 Debt Service Coverage Ratio. Buyer covenants that while any amount is due and outstanding under either of the Notes, Company shall maintain a minimum Debt Service Coverage Ratio of 1.25:1.00. For purposes of this section, "Debt Service Coverage Ratio" is defined as net income plus interest expense plus depreciation and amortization plus/minus unrealized change in investments divided by interest expense plus scheduled principal from the current year.

ARTICLE 10 MISCELLANEOUS

10.1 Severability; Governing Law. If any provision of this Agreement shall be determined to be illegal and unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Vermont applicable to contracts to be entered into and performed in such state.

10.2 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, beneficiaries and assigns.

10.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile, by electronic mail in portable document format (.pdf) or by another electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing an original signature.

10.4 Further Assurances. The parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

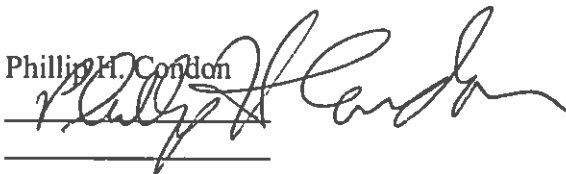
10.5 Entire Agreement; Amendment. This Agreement and the documents referred to herein set forth the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein and therein set forth. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by the party against whom such amendment, waiver or discharge is to be enforced.

10.6 General Provisions. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10.7 Notice. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mail, postage prepaid, by registered or certified mail return receipt requested to the parties at the address set forth below or such other address one party provides to the other. Notice given by mail shall be deemed given when mailed. Any party may notify the other by such notice of a change of address, in which case such address shall be employed for all subsequent mailings.

If to Seller:

Phillip H. Condon



If to Buyer:

Coleen Kohaut

Callie Kohaut




10.8 Attorney Costs. Should either party reasonably be required to retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, including, but not limited to, instituting or defending any action or proceeding to enforce any provision hereof, by reason of any alleged breach of any provisions hereof, for a declaration of rights or obligations hereunder, or any other judicial remedy, including the successful defense of any action to rescind or reform this Agreement, then whichever party substantially prevails shall be entitled to be reimbursed by the other party for all reasonable costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees.

10.9 No Waiver. No waiver of any term or condition of this Agreement, or of any remedy provided hereunder, shall be construed to be a continuing waiver of the same or any other term or condition of this Agreement, or of the same or any other remedy provided hereunder.

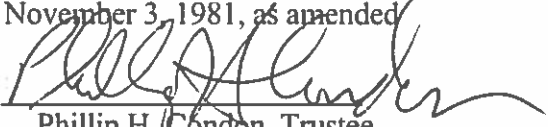
10.10 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

10.11 Costs. Each of the Seller and Buyer agree to pay their own respective fees and expenses related to the transactions contemplated herein (including without limitation attorneys' and accountants' fees), except as expressly provided otherwise herein.

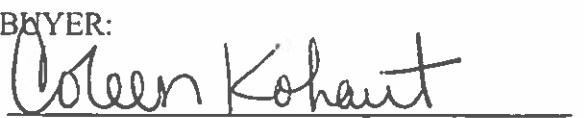
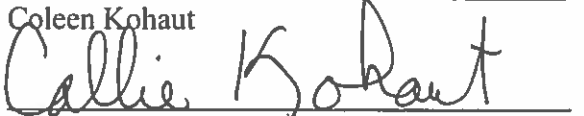
IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date written above.

SELLER:

Phillip H. Condon

The Revocable Trust of Tressa Condon,
u/t/a November 3, 1981, as amended

By: 
Phillip H. Condon, Trustee

By: 
Dana Kittell, Trustee

BUYER:

Coleen Kohaut

Callie Kohaut

Schedule A

Form of Promissory Note for Condon

[\$3,543,030.32]

Burlington, Vermont
August 31, 2016

FOR VALUE RECEIVED, **COLEEN KOHAUT**, an individual residing in St. Albans, Vermont, ("Coleen") and **CALLIE KOHAUT**, an individual residing in St. Albans, Vermont, (together, the "Borrower"), hereby promises to pay to **PHILLIP H. CONDON**, an individual residing at 46 Congress St. St. Albans (the "Lender"), or order, the principal sum of [Three Million Five Hundred Forty-Three Thousand Thirty and 32/100 Dollars (\$3,543,030.32)] (the "Loan") together with interest upon said principal sum at a fixed rate of 4%. Lender and Borrower acknowledge that this Promissory Note is entered into in connection with the Membership Unit Purchase Agreement by and between them dated August 31, 2016.

Simple interest on this Note shall accrue at the rate of 4.00%. The principal and interest due under this Note shall be payable in [] equal payments each in the amount of \$8,222.22 beginning _____ 1, 2016 and on the first day of each month thereafter. The final payment of all then outstanding principal and interest shall be payable to Lender on _____ 1, 20___. If a payment of principal hereunder is not made within ten (10) days of its due date, the Borrower will pay on demand a late payment charge equal to 5% of the amount of such payment or \$10.00, whichever is greater. Nothing in the preceding sentence shall affect the Lender's right to accelerate the maturity of this Note in the event of any default in the payment of this Note. In the event of the death of Lender, the remaining balance of unpaid principal and accrued but unpaid interest shall be forgiven.

Upon (i) default of the payment of any sums of principal and interest or any portion thereof which shall occur if a payment hereunder is not made within fifteen (15) days of its due date, (ii) dissolution, termination of existence, insolvency, appointment of a receiver, trustee or other custodian of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, the Borrower or (iii) any other violation, breach, or default by Borrower of or under the pledge agreement or any other agreement executed in connection with this Note, which default continues uncured beyond the earlier of the applicable grace period or thirty (30) days after the Lender sends written notice of the default to the Borrower; all of said principal plus any accrued or unpaid interest shall, at the option of the legal holder hereof, become at once due and payable without further notice, demand or presentment for payment, together with any reasonable attorney's fees incurred by the holder hereof in collecting or enforcing payment thereof. Borrower and all parties who at any time may be liable hereon in any capacity, jointly and severally, hereby waive presentment, demand, notice of dishonor, and protest. All rights and remedies of the Lender are cumulative and are not exclusive of any rights or remedies provided by laws or any other agreement, and may be exercised separately or concurrently.

This Note, and the interest and all other indebtedness evidenced by this Note, are secured by a pledge of membership units of Borrower as set forth in the Pledge Agreement of even date

herewith. The Borrower shall have the privilege of prepayment of this Note without penalty. The Borrower agrees to pay on demand all expenses of the Lender in connection with any default, collection or enforcement of this Note, including costs and attorneys' fees. The Borrower acknowledges and agrees that the Lender is not engaged in the business of making loans, and therefore this Note is not subject to Vermont's Licensed Lender law, and, in the event that a court of competent jurisdiction should determine otherwise, the Borrower shall waive any rights to claim that the repayment of this Note is limited, unenforceable, void, voidable or otherwise subject to any provisions of Vermont's Licensed Lender law or any similar consumer protection statute, that would limit the Lender's rights to collection of this Note.

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Note shall be brought in the courts of the State of Vermont, County of Chittenden, or if it has or can acquire jurisdiction, in the United States District Court for the District of Vermont. Each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

THE BORROWER AND THE LENDER, BY ITS ACCEPTANCE OF THIS NOTE, HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF: (A) THIS NOTE OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION WITH THE NOTE; (B) THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF; OR (C) ANY OTHER CLAIM OR DISPUTE HOWEVER ARISING BETWEEN THE BORROWER AND THE LENDER.

Witness:

Patie E. Spadden

Patie E. Spadden

Coleen Kohaut

Coleen Kohaut

Callie Kohaut

Callie Kohaut

ACKNOWLEDGED AND AGREED:

Phillip H. Condon

Phillip H. Condon

Form of Promissory Note for Trust

[\$1,196,969.68]
Vermont

Burlington,

Aug 31, 2016

FOR VALUE RECEIVED, **COLEEN KOHAUT**, an individual residing in St. Albans, Vermont, ("Coleen") and **CALLIE KOHAUT**, an individual residing in St. Albans, Vermont, (together, the "**Borrower**"), hereby promises to pay to **THE TRESSA CONDON REVOCABLE TRUST u/t/a November 3, 1981**, as amended, (the "**Lender**"), or order, the principal sum of [One Million One Hundred Ninety-Six Thousand Nine Hundred Sixty-Nine and 68/100 Dollars (\$1,196,969.68)] (the "**Loan**") together with interest upon said principal sum at a fixed rate of 4%. Lender and Borrower acknowledge that this Promissory Note is entered into in connection with the Membership Unit Purchase Agreement by and between them dated August 31, 2016.

Simple interest on this Note shall accrue at the rate of 4.00%. The principal and interest due under this Note shall be payable in [] equal payments each in the amount of \$2,777.78 beginning _____ 1, 2016 and on the first day of each month thereafter. The final payment of all outstanding principal and interest shall be payable to Lender on _____ 1, 20___. If a payment of principal hereunder is not made within ten (10) days of its due date, the Borrower will pay on demand a late payment charge equal to 5% of the amount of such payment or \$10.00, whichever is greater. Nothing in the preceding sentence shall affect the Lender's right to accelerate the maturity of this Note in the event of any default in the payment of this Note.

Upon (i) default of the payment of any sums of principal and interest or any portion thereof which shall occur if a payment hereunder is not made within fifteen (15) days of its due date, (ii) dissolution, termination of existence, insolvency, appointment of a receiver, trustee or other custodian of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, the Borrower or (iii) any other violation, breach, or default by Borrower of or under the pledge agreement or any other agreement executed in connection with this Note, which default continues uncured beyond the earlier of the applicable grace period or thirty (30) days after the Lender sends written notice of the default to the Borrower; all of said principal plus any accrued or unpaid interest shall, at the option of the legal holder hereof, become at once due and payable without further notice, demand or presentment for payment, together with any reasonable attorney's fees incurred by the holder hereof in collecting or enforcing payment thereof. Borrower and all parties who at any time may be liable hereon in any capacity, jointly and severally, hereby waive presentment, demand, notice of dishonor, and protest. All rights and remedies of the Lender are cumulative and are not exclusive of any rights or remedies provided by laws or any other agreement, and may be exercised separately or concurrently.

This Note, and the interest and all other indebtedness evidenced by this Note, are secured by a pledge of membership units of Borrower as set forth in the Pledge Agreement of even date herewith. The Borrower shall have the privilege of prepayment of this Note without penalty. The Borrower agrees to pay on demand all expenses of the Lender in connection with any default,

collection or enforcement of this Note, including costs and attorneys' fees. The Borrower acknowledges and agrees that the Lender is not engaged in the business of making loans, and therefore this Note is not subject to Vermont's Licensed Lender law, and, in the event that a court of competent jurisdiction should determine otherwise, the Borrower shall waive any rights to claim that the repayment of this Note is limited, unenforceable, void, voidable or otherwise subject to any provisions of Vermont's Licensed Lender law or any similar consumer protection statute, that would limit the Lender's rights to collection of this Note.

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Note shall be brought in the courts of the State of Vermont, County of Chittenden, or if it has or can acquire jurisdiction, in the United States District Court for the District of Vermont. Each of the parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

THE BORROWER AND THE LENDER, BY ITS ACCEPTANCE OF THIS NOTE, HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF: (A) THIS NOTE OR ANY INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION WITH THE NOTE; (B) THE VALIDITY, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF; OR (C) ANY OTHER CLAIM OR DISPUTE HOWEVER ARISING BETWEEN THE BORROWER AND THE LENDER.

Witness:

Katie E. Spadden

Katie E. Spadden

Coleen Kohaut

Coleen Kohaut

Callie Kohaut

Callie Kohaut

Schedule B

Form of Pledge Agreement for Condon

This Pledge Agreement, dated as of Aug 31, 2016 (the "Pledge Agreement") by and among (a) COLEEN KOHAUT, an individual residing in St. Albans, Vermont, ("Coleen") and (b) CALLIE KOHAUT, an individual residing in St. Albans, Vermont, ("Callie" and together with Coleen, the "Pledgor") and PHILLIP H. CONDON, an individual residing in St. Albans Vermont (the "Pledgee").

WITNESSETH

WHEREAS, the Pledgee and Pledgor have entered into a Membership Unit Purchase Agreement dated August 31, 2016 (the "Agreement"), pursuant to which the Pledgor is purchasing 740 Membership Units (as such term is defined in the Agreement of FRANKLIN COUNTY REHAB CENTER, LLC (the "Company")) from Pledgee; and

WHEREAS, the Purchase Price (as such term is defined in the Agreement) for the Membership Units is to be paid partially pursuant to a promissory note of even date herewith as described in the Agreement (the "Note").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and in further consideration of the Pledgee's extension of credit to the Pledgor based on a delayed purchase price under the Agreement, the parties hereby agree as follows:

Section 1 - Pledge. The Pledgor hereby pledges to the Pledgee, and grants to the Pledgee a continuing security interest in, the following (the "Pledged Collateral"):

- (i) The Membership Units, and all distributions (whether unit distributions or cash distributions), and cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Membership Units;
- (ii) Any and all proceeds of any of the foregoing upon the sale or other disposal of the foregoing for any reason.

Section 2 - Security for Obligations. This Pledge Agreement secures the payment of all obligations of the Pledgor now or hereafter existing under the Agreement.

Section 3 - Further Assurances. The Pledgor agrees that at any time and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Pledgee may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Pledgee to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral.

Section 4 - Voting Rights; Distributions; Etc. So long as Pledgor meets his/her obligations under the Agreement, specifically that he/she pay the portion of the Purchase Price when due under the Note:

(i) The Pledgor shall be entitled to exercise any and all voting and other consequential rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Pledge Agreement or the Agreement; provided that the Pledgor shall not exercise or refrain from exercising any such right if, in the Pledgee's reasonable judgment, such action would have a material adverse effect on the value of the Pledged Collateral or any part thereof; and provided, further, that the Pledgor shall give the Pledgee at least five days' written notice of the manner in which he/she intends to exercise, or the reasons for refraining from exercising, any such right.

(ii) The Pledgor shall be entitled to receive and retain any and all cash dividends paid in respect of the Pledged Collateral.

Section 5 - Transfers and Other Liens; Additional Membership Units. The Pledgor agrees that he/she will not sell or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, or create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Pledged Collateral, except for the security interest under this Pledge Agreement.

Section 6 - Pledgee Appointed Attorney-in-Fact. The Pledgor here appoints the Pledgee attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, to take any action and to execute any instrument which the Pledgee may deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Pledgor representing any dividend, interest payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same.

Section 7 - Remedies upon Default. Should an Event of Default (as defined in the Note) occur:

(i) Subject to the provisions of the Vermont Uniform Commercial Code, Pledgee may retain the Pledged Collateral in satisfaction of each and all the obligations of the Pledgor secured hereby; and

(ii) Subject to the provisions of the Vermont Uniform Commercial Code, Pledgee may sell or otherwise dispose of all, but not less than all, the Pledged Collateral upon such terms and conditions as Pledgee may in its discretion deem appropriate, at a public or private sale.

Section 8 - Enforcement Rights. If the Pledgee shall determine to exercise its right to sell all or any of the Pledged Collateral the Pledgor agrees that, upon request of the Pledgee, the Pledgor will do or cause to be done all such other acts and things as may be necessary to make such sale of the Pledged Collateral or any part thereof valid and binding and in compliance with applicable law.

Section 9 - Security Interest Absolute. All rights of the Pledgee and security interest hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of the Agreement or agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, the Agreement, or any other amendment or waiver or any consent to any departure from the Agreement;

(iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor.

Section 10 - Amendment. No amendment or waiver of any provisions of this Pledge Agreement shall be effective unless the same shall be in writing and signed by the Pledgee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11 - Continuing Security Interest. This Pledge Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until payment in full of the Purchase Price, (ii) be binding upon the Pledgor, his heirs, personal representatives, successors and assigns, and (iii) inure to the benefit of the Pledgee and his successors, transferees and assigns. Upon the payment in full of the Purchase Price, the Pledgor shall be entitled to the return, upon his request and at his expense, of such of the Pledged Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof.

Section 12 - Governing Law; Terms. This Pledge Agreement shall be governed by the laws of the State of Vermont, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest are governed by the laws of a jurisdiction other than the State of Vermont. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings given in the Agreement.

Section 13 - Expenses. The Pledgor will upon demand pay to the Pledgee the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Pledgee may incur in connection with (i) action required by Pledgee after an Event of Default, (ii) the custody or preservation of, or the sale, collection from, or other realization upon, any of the Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Pledgee hereunder or (iv) the failure by the Pledgor to perform or observe any of the provisions hereof.

Section 14 - Liability. Notwithstanding any other provisions herein, Pledgor's liability is solely limited to the Membership Units being pledged.

IN WITNESS WHEREOF, the Pledgor and the Pledgee have executed and delivered this Pledge Agreement as of the date first above written.

PLEDGOR:



Coleen Kohaut



Callie Kohaut

PLEDGEE:



Phillip H. Condon

Form of Pledge Agreement for Trust

This Pledge Agreement, dated as of Aug 31, 2016 (the "Pledge Agreement") by and among (a) **COLEEN KOHAUT**, an individual residing in St. Albans, Vermont, ("Coleen") and (b) **CALLIE KOHAUT**, an individual residing in St. Albans Vermont, ("Callie" and together with Coleen, the "Pledgor") and **THE REVOCABLE TRUST OF TRESSA CONDON u/t/a November 3, 1981, as amended**, (the "Pledgee").

WITNESSETH

WHEREAS, the Pledgee and Pledgor have entered into a Membership Unit Purchase Agreement dated August 31, 2016 (the "Agreement"), pursuant to which the Pledgor is purchasing 250 Membership Units (as such term is defined in the Agreement) of **FRANKLIN COUNTY REHAB CENTER, LLC** (the "Company") from Pledgee; and

WHEREAS, the Purchase Price (as such term is defined in the Agreement) for the Membership Units is to be paid partially pursuant to a promissory note of even date herewith as described in the Agreement (the "Note").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and in further consideration of the Pledgee's extension of credit to the Pledgor based on a delayed purchase price under the Agreement, the parties hereby agree as follows:

Section 1 - Pledge. The Pledgor hereby pledges to the Pledgee, and grants to the Pledgee a continuing security interest in, the following (the "Pledged Collateral"):

- (i) The Membership Units, and all distributions (whether unit distributions or cash distributions), and cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Membership Units;
- (ii) Any and all proceeds of any of the foregoing upon the sale or other disposal of the foregoing for any reason.

Section 2 - Security for Obligations. This Pledge Agreement secures the payment of all obligations of the Pledgor now or hereafter existing under the Agreement.

Section 3 - Further Assurances. The Pledgor agrees that at any time and from time to time, at the expense of the Pledgor, the Pledgor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Pledgee may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Pledgee to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral.

Section 4 - Voting Rights; Distributions; Etc. So long as Pledgor meets his/her obligations under the Agreement, specifically that he/she pay the portion of the Purchase Price when due under the Note:

(i) The Pledgor shall be entitled to exercise any and all voting and other consequential rights pertaining to the Pledged Collateral or any part thereof for any purpose not inconsistent with the terms of this Pledge Agreement or the Agreement; provided that the Pledgor shall not exercise or refrain from exercising any such right if, in the Pledgee's reasonable judgment, such action would have a material adverse effect on the value of the Pledged Collateral or any part thereof; and provided, further, that the Pledgor shall give the Pledgee at least five days' written notice of the manner in which he/she intends to exercise, or the reasons for refraining from exercising, any such right.

(ii) The Pledgor shall be entitled to receive and retain any and all cash dividends paid in respect of the Pledged Collateral.

Section 5 - Transfers and Other Liens; Additional Membership Units. The Pledgor agrees that he/she will not sell or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, or create or permit to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Pledged Collateral, except for the security interest under this Pledge Agreement.

Section 6 - Pledgee Appointed Attorney-in-Fact. The Pledgor here appoints the Pledgee attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, to take any action and to execute any instrument which the Pledgee may deem necessary or advisable to accomplish the purposes of this Pledge Agreement, including, without limitation, to receive, endorse and collect all instruments made payable to the Pledgor representing any dividend, interest payment or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same.

Section 7 - Remedies upon Default. Should an Event of Default (as defined in the Note) occur:

(i) Subject to the provisions of the Vermont Uniform Commercial Code, Pledgee may retain the Pledged Collateral in satisfaction of each and all the obligations of the Pledgor secured hereby; and

(ii) Subject to the provisions of the Vermont Uniform Commercial Code, Pledgee may sell or otherwise dispose of all, but not less than all, the Pledged Collateral upon such terms and conditions as Pledgee may in its discretion deem appropriate, at a public or private sale.

Section 8 - Enforcement Rights. If the Pledgee shall determine to exercise its right to sell all or any of the Pledged Collateral the Pledgor agrees that, upon request of the Pledgee, the Pledgor will do or cause to be done all such other acts and things as may be necessary to make such sale of the Pledged Collateral or any part thereof valid and binding and in compliance with applicable law.

Section 9 - Security Interest Absolute. All rights of the Pledgee and security interest hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of the Agreement or agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, the Agreement, or any other amendment or waiver or any consent to any departure from the Agreement;

(iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor.

Section 10 - Amendment. No amendment or waiver of any provisions of this Pledge Agreement shall be effective unless the same shall be in writing and signed by the Pledgee, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11 - Continuing Security Interest. This Pledge Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until payment in full of the Purchase Price, (ii) be binding upon the Pledgor, his heirs, personal representatives, successors and assigns, and (iii) inure to the benefit of the Pledgee and his successors, transferees and assigns. Upon the payment in full of the Purchase Price, the Pledgor shall be entitled to the return, upon his request and at his expense, of such of the Pledged Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof.

Section 12 - Governing Law; Terms. This Pledge Agreement shall be governed by the laws of the State of Vermont, except as required by mandatory provisions of law and except to the extent that the validity or perfection of the security interest are governed by the laws of a jurisdiction other than the State of Vermont. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings given in the Agreement.

Section 13 - Expenses. The Pledgor will upon demand pay to the Pledgee the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Pledgee may incur in connection with (i) action required by Pledgee after an Event of Default, (ii) the custody or preservation of, or the sale, collection from, or other realization upon, any of the Pledged Collateral, (iii) the exercise or enforcement of any of the rights of the Pledgee hereunder or (iv) the failure by the Pledgor to perform or observe any of the provisions hereof.

Section 14 - Liability. Notwithstanding any other provisions herein, Pledgor's liability is solely limited to the Membership Units being pledged.

IN WITNESS WHEREOF, the Pledgor and the Pledgee have executed and delivered this Pledge Agreement as of the date first above written.

PLEDGOR:



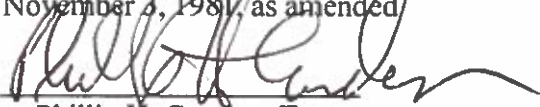
Coleen Kohaut



Callie Kohaut

PLEDGEE:

The Revocable Trust of Tressa Condon
u/t/a November 3, 1981, as amended

By: 

Phillip H. Condon, Trustee

By: 

Dana Kittell, Trustee

Attachment B

State of Vermont

Department of Vermont Health Access
280 State Drive, NOB 1 South
Waterbury, VT 05671-1010
<http://dvha.vermont.gov>

[Phone] 802-879-5900

Agency of Human Services

May 24, 2016

VIA CERTIFIED MAIL RETURN RECEIPT

Phil Condon
Owner
Franklin County Rehab Center, LLC
110 Fairfax Road
St Albans City, VT 05478

RE: NURSING FACILITY TRANSFER TAX DETERMINATION

Mr. Condon:

I am writing in response to your request regarding the nursing home transfer tax. You have requested that the Department of Vermont Health Access (DVHA) determine a transfer of ownership of the Franklin County Rehab Center (FCRC) from yourself to your daughter, Colleen Condon is exempt from taxation under 32 V.S.A. § 9530 (7) (D).

The authority to make the determination that you have requested is delegated to DVHA, from Vermont's General Assembly, by way of 32 V.S.A. § 9535 (a). This is the third such request that you have made. The two previous determination letters that you have received are included in this letter as Exhibit A and Exhibit B.

32 V.S.A. § 9531 plainly states that: "a tax is hereby imposed upon the transferor of any nursing home located in this state. The tax shall be eight percent of the selling price." A transfer is defined as any transfer of ownership, with five specific enumerated exceptions in which a transfer of ownership shall not be subject to the imposition of the tax. Of those seven exceptions, the one that is most likely to apply to your particular circumstances is the exception for "a change of ownership between family members for less than full and reasonable consideration."¹ "Family members" is defined broadly, and includes children of the facility's current owner.²

Based on that exception to the transfer tax, if ownership of a nursing facility is transferred to a family member for less than "full and reasonable consideration," it would not meet the statute's definition of a transfer, and would not be subject to the 8% transfer tax. While this may seem

¹ 32 V.S.A. § 9530 (7) (D)

² "Family member" means spouses, parents, grandparents, children, grandchildren, siblings, aunts, uncles, nieces, nephews, or the spouse of such person. 32 V.S.A. § 9530 (7) (D)



simple and straightforward, neither the General Assembly nor the courts have provided any guidance on what constitutes a transfer for less than reasonable consideration.

In order to determine whether this proposed sale is for less than full and reasonable consideration, it is necessary to compare the proposed sale price to the facility's assets as well as the facility's liabilities, based on the most recent sale documents provided by your representative Ms. Pelosi.

The facility's assets are \$6,438,157; its' liabilities are \$4,942,553; and the sale price of \$1,495,604 is the difference between the two. The family member exception to the transfer tax applies when a sale is made for both less than full value, *and* less than reasonable value. A sale that only meets one of the two criteria would be subject to the tax.

In this instance, you have attested that the value of the facility's "fixed assets & goodwill" has been reduced from \$6,000,000 to \$4,800,000 as a "gift" to the purchaser. This is in addition to the "current assets" and "other assets" listed on the facility's balance sheet. Due to the reduction in value of the fixed assets and goodwill, this sale is being made for less than the facility's complete value.

The aforementioned reduction in price amounts to a sale price that is 85% of the facility's full value. 85% of the facility's value is less than a fair and sensible value to sell it for. Therefore, this sale is being made at less than a reasonable value.

Due to the fact that the sale is being made for less than full value, and for less than reasonable value, the family member exception to the transfer tax does apply to this transaction. The transfer tax required by 32 V.S.A. § 9531 is not due.

You have the right to appeal this decision to the Secretary of Human Service. If you chose to do so, you must exercise that right by filing an appeal of this determination with the Secretary within thirty days of this determination's issuance.

Respectfully,



Steven Costantino
Commissioner



**Franklin County
Rehab Center, LLC**

Franklin County Rehab and Adult Care Center
110 Fairfax Road, St. Albans, VT 05478 • Ph. (802) 752-1600 • Fax. (802) 752-1666

March 14, 2016

Steven M. Costantino, Commissioner
State of Vermont
Department of Vermont Health Access
312 Hurricane Lane, Suite 201
Williston, VT 05495-2807

Dear Mr. Costantino:

In follow up to our request to have you make a determination on whether the nursing home sale transfer tax would apply to the sale of membership interest from to my daughter for a price as it relates to 32 V.S.A. §9530 7(D) for transfers between family members for less than full and reasonable consideration. Franklin County Rehab Center, LLC is a partnership owned 99% by Phil Condon and 1% by Coleen Kohaut. As part of Phil's retirement Coleen will be purchasing his 99% interest.

Because Franklin County Rehab Center, LLC is taxed as a partnership, the valuation of Mr. Condon's interest will be determined based on appraisal \$6,000,000 plus other assets – minus liabilities at date of closing. We are setting the price based on the fixed assets and goodwill at \$4,800,000 (below fair value). Based on this price reduction, there will be a \$1,200,000 gift from Phil to Coleen and a Federal Gift Tax Return will be filed.

Based on the balance sheet at December 31, 2015 the transaction would look like this:

| | <u>Fair Value</u> | <u>Sales Price</u> |
|-----------------------------|-------------------|--------------------|
| Current Assets | \$1,142,585 | \$1,142,585 |
| Fixed Assets & Goodwill | 6,000,000 | 4,800,000 |
| Other Assets | 495,572 | 495,572 |
| | <hr/> | <hr/> |
| Total Assets | 7,638,157 | 6,438,157 |
| Current Liabilities assumed | 536,883 | 536,883 |
| Notes Payable assumed | 227,057 | 227,057 |
| Long Term Debt Assumed | 4,178,613 | 4,178,613 |
| | <hr/> | <hr/> |
| Total Liabilities assumed | 4,942,553 | 4,942,553 |
| Due Phil Condon | \$2,695,604 | \$1,495,604 |

In the example used above the Note to Phil Condon for his partnership interest would be \$1,495,604.

Steven M. Costantino, Commissioner
Page 2

Based on this, the total assets are being purchased at 84.29% of fair value (\$6,438,157 / \$7,638,157). The fixed assets themselves are being purchased at only 80% of fair value (\$4,800,000 / \$6,000,000).

We have included the audited financial statements for December 31, 2015.

Based on the above, please confirm whether or not the transfer tax set forth in 32 V.S.A. applies to this transaction.

Sincerely,

A handwritten signature in cursive script, appearing to read "Phillip Condon".

Phillip Condon

Attachment C

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

June 9, 2016

Mr. Phillip Condon, Administrator
Franklin County Rehab Center LLC
110 Fairfax Road
St Albans, VT 05478-6299

Provider ID #: 475047

Dear Mr. Condon:

The Division of Licensing and Protection completed a survey at your facility on **June 7, 2016**. The purpose of the survey was to determine if your facility was in compliance with Federal participation requirements for nursing homes participating in the Medicare/Medicaid programs. This survey found that your facility was in substantial compliance with the participation requirements.

Congratulations to you and your staff.

Sincerely,



Pamela M. Cota, RN
Licensing Chief

Enclosure

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 06/09/2016
FORM APPROVED
OMB NO. 0938-0391

| | | | | |
|--|--|--|---|--|
| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 475047 | (X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____ | | (X3) DATE SURVEY COMPLETED 06/07/2016 |
| NAME OF PROVIDER OR SUPPLIER FRANKLIN COUNTY REHAB CENTER LLC | | STREET ADDRESS, CITY, STATE, ZIP CODE 110 FAIRFAX ROAD ST ALBANS, VT 05478 | | |
| (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) COMPLETION DATE |
| F 000 | INITIAL COMMENTS The Division of Licensing and Protection conducted an unannounced onsite annual recertification survey 6/6/16 - 6/7/16. There were no regulatory violations as a result. A facility self-report was also investigated with no regulatory violations cited. | F 000 | | |

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

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

June 13, 2016

Mr. Phillip Condon, Administrator Admn
Franklin County Rehab Center Llc
110 Fairfax Road
St Albans, VT 05478-6299

Provider ID #: 475047

Dear Mr. Condon:

The Department of Public Safety completed a Life Safety Code Survey at your facility on June 6, 2016. This survey found your facility to be in Substantial Compliance with all Fire Safety and ANSI standards.

Enclosed is the Deficiency Summary Sheet, Form CMS-2567, which requires your signature in accordance with instructions noted on the form. Please return the form to this office no later than **June 23, 2016**.

If you have any questions regarding this report, please do not hesitate to contact me.

Sincerely,



Pamela M. Cota, RN
Licensing Chief

Enclosure

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 06/13/2016
FORM APPROVED
OMB NO. 0938-0391

| | | | | | |
|--|---|--|---|----------------------|--|
| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 475047 | (X2) MULTIPLE CONSTRUCTION A. BUILDING 01 - BUILDING 01 B. WING _____ | | (X3) DATE SURVEY COMPLETED 06/06/2016 |
| NAME OF PROVIDER OR SUPPLIER FRANKLIN COUNTY REHAB CENTER LLC | | | STREET ADDRESS, CITY, STATE, ZIP CODE 110 FAIRFAX ROAD ST ALBANS, VT 05478 | | |
| (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) COMPLETION DATE | |
| K 000 | INITIAL COMMENTS An unannounced onsite Life Safety Code inspection was completed by the Division of Fire Safety on 6/6/16. The facility was found to be in substantial compliance with applicable Life Safety Code requirements. | K 000 | | | |

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

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

Attachment D

Division of Licensing and Protection
103 South Main Street
Waterbury VT 05671-2306
<http://www.dail.vermont.gov>
Voice/TTY (802) 871-3317
To Report Adult Abuse: (800) 564-1612
Fax (802) 871-3318

October 7, 2015

Mr. Jason Smith, Administrator
Redstone Villa
7 Forest Hill Drive
St Albans, VT 05478-1615

Provider ID #: 475055

Dear Mr. Smith:

The Division of Licensing and Protection completed a survey at your facility on **October 7, 2015**. The purpose of the survey was to determine if your facility was in compliance with Federal participation requirements for nursing homes participating in the Medicare/Medicaid programs. This survey found that your facility was in substantial compliance with the participation requirements. Congratulations to you and your staff.

Please sign the enclosed CMS 2567 and return to this office by **October 17, 2015**.

Sincerely,



Pamela M. Cota, RN
Licensing Chief

Enclosure



DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

PRINTED: 10/07/2015
FORM APPROVED
OMB NO. 0938-0391

| | | | | | |
|---|---|---|---|----------------------|---|
| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 475055 | (X2) MULTIPLE CONSTRUCTION A. BUILDING _____ B. WING _____ | | (X3) DATE SURVEY COMPLETED 10/07/2015 |
| NAME OF PROVIDER OR SUPPLIER REDSTONE VILLA | | | STREET ADDRESS, CITY, STATE, ZIP CODE 7 FOREST HILL DRIVE ST ALBANS, VT 05478 | | |
| (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) COMPLETION DATE | |
| F 000 | INITIAL COMMENTS An unannounced onsite recertification survey was completed by the Division of Licensing and Protection from 10/5/15-10/6/15. As a result of the survey, the facility was found to be in substantial compliance. | F 000 | | | |

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Any deficiency statement ending with an asterisk (*) denotes a deficiency which the institution may be excused from correcting providing it is determined that other safeguards provide sufficient protection to the patients. (See instructions.) Except for nursing homes, the findings stated above are disclosable 90 days following the date of survey whether or not a plan of correction is provided. For nursing homes, the above findings and plans of correction are disclosable 14 days following the date these documents are made available to the facility. If deficiencies are cited, an approved plan of correction is requisite to continued program participation.

Attachment E



AGENCY OF HUMAN SERVICES

DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING

Division of Licensing and Protection

103 South Main Street

Waterbury VT 05671-2306

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

Voice/TTY (802) 871-3317

To Report Adult Abuse: (800) 564-1612

Fax (802) 871-3318

January 27, 2016

Coleen Kohaut, Manager
Holiday House Residential Care Home
642 Sheldon Road
Saint Albans, VT 05478-8014

Dear . Kohaut:

Thank you for the cooperation you gave our surveyor during the **January 26, 2016** annual survey of your facility.

Enclosed is the Residential Care Home Survey Statement indicating that your facility is in substantial compliance with the current regulatory requirements. Congratulations to you and your staff.

If you have any questions regarding this report, please feel free to contact this office at (802) 871-3317.

Sincerely,

A handwritten signature in black ink that reads "Pamela Cota".

Pamela Cota, RN
Licensing Chief



Division of Licensing and Protection

| STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION | | (X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER: 0541 | (X2) MULTIPLE CONSTRUCTION A. BUILDING: _____ B. WING: _____ | (X3) DATE SURVEY COMPLETED 01/26/2016 |
|---|--|---|---|--|
| NAME OF PROVIDER OR SUPPLIER HOLIDAY HOUSE RESIDENTIAL CARE HOME | | STREET ADDRESS, CITY, STATE, ZIP CODE 642 SHELDON ROAD SAINT ALBANS, VT 05478 | | |
| (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 onsite re-licensing survey and investigation of an entity report was completed by the Division of Licensing and Protection from 1/25-26/2016. The home was found in substantial compliance with Level 3 regulations regarding both the survey and the entity report. | R100 | | |

Division of Licensing and Protection

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Attachment F

**State of Vermont
Green Mountain Care Board**

CMS Overall Star Rating

Summary which includes (Overall Rating, Health Inspection, Staffing and Quality Measures) for Franklin County Rehab Center, The Villa Rehab and St. Albans Healthcare.

| Facility | Overall Rating | Health Inspection | Staffing | Quality Measure |
|-------------------------------------|-----------------------|--------------------------|-----------------|------------------------|
| Franklin County Rehab Center | 5 Stars | 5 Stars | 5 Stars | 5 Stars |
| The Villa Rehab | 4 Stars | 2 Stars | 4 Stars | 5 Stars |
| St. Albans Healthcare | 2 Stars | 2 Stars | 3 Stars | 2 Stars |

CMS Quality Measures from the CMS Website

Facility Name: Franklin County Rehab Center, LLC

| | Facility Score (%) | State Avg. (%) | Difference From State Avg. (%) | Better / Worse from State Avg? |
|--|--------------------|----------------|--------------------------------|--------------------------------|
| Quality Measures | | | | |
| Short Term Stay | | | | |
| Improvement in function (Higher) | 74.60% | 72.40% | 2.200% | Better |
| Re-Hospitalized after nursing home admission (Lower) | 14.10% | 15.90% | -1.800% | Better |
| Outpatient ER Dept visit (Lower) | 14.50% | 12.60% | 1.900% | Worse |
| Successfully discharged to the community (Higher) | 52.70% | 58.50% | -5.800% | Worse |
| Moderate to severe pain (Lower) | 0% | 20.10% | -20.100% | Better |
| Pressure Ulcers that are new or worsened (Lower) | 1% | 0.80% | 0.200% | Worse |
| Seasonal Flu Vaccine (Higher) | 75.20% | 82.30% | -7.100% | Worse |
| Pneumococcal Vaccine (Higher) | 99.70% | 79.50% | 20.200% | Better |
| Received antipsychotic medication (Lower) | 0.80% | 1.80% | -1.000% | Better |
| Long Stay Residents | | | | |
| Falls with major injury (Lower) | 0.00% | 3.90% | -3.90% | Better |
| Urinary Tract Infection (Lower) | 10.70% | 4.50% | 6.20% | Worse |
| Self-report moderate to severe pain (Lower) | 1.20% | 13.00% | -11.80% | Better |
| Have pressure ulcers (Lower) | 6.70% | 4.30% | 2.40% | Worse |
| Lose control of bowel/bladder (Lower) | 65.20% | 48.10% | 17.10% | Worse |
| Catheter inserted/left in bladder (Lower) | 4.90% | 3.70% | 1.20% | Worse |
| Physically Restrained (Lower) | 0.00% | 0.20% | -0.20% | Better |
| Ability to move independently worsened (Lower) | 16.00% | 20.90% | -4.90% | Better |
| Need for help with daily activities (Lower) | 11.40% | 18.30% | -6.90% | Better |
| Lost to much weight (Lower) | 9.90% | 7.30% | 2.60% | Worse |
| Depressive Symptoms (Lower) | 12.00% | 11.10% | 0.90% | Worse |
| Received Antianxiety or hypnotic medication (Lower) | 14.30% | 20.90% | -6.60% | Better |
| Seasonal Flu Vaccine (Higher) | 100.00% | 95.70% | 4.30% | Better |
| Pneumococcal Vaccine (Higher) | 100.00% | 91.80% | 8.20% | Better |
| Received Antipsychotic Medicine (Lower) | 8.10% | 17.00% | -8.90% | Better |

CMS Quality Measures from the CMS Website

Facility Name: The Villa Rehab

| | Facility Score (%) | State Avg. (%) | Difference From State Avg. (%) | Better / Worse from State Avg? |
|--|--------------------|----------------|--------------------------------|--------------------------------|
| Quality Measures | | | | |
| Short Term Stay | | | | |
| Improvement in function (Higher) | 69.10% | 72.40% | -3.30% | Worse |
| Re-Hospitalized after nursing home admission (Lower) | 19.50% | 15.90% | 3.60% | Worse |
| Outpatient ER Dept visit (Lower) | 18.90% | 12.60% | 6.30% | Worse |
| Successfully discharged to the community (Higher) | 67.90% | 58.50% | 9.40% | Better |
| Moderate to severe pain (Lower) | 14.50% | 20.10% | -5.60% | Better |
| Pressure Ulcers that are new or worsened (Lower) | 0% | 0.80% | -0.80% | Better |
| Seasonal Flu Vaccine (Higher) | 59.60% | 82.30% | -22.70% | Worse |
| Pneumococcal Vaccine (Higher) | 86% | 79.50% | 6.50% | Better |
| Received antipsychotic medication (Lower) | 0 | 1.80% | -1.80% | Better |
| Long Stay Residents | | | | |
| Falls with major injury (Lower) | Not Avail | 3.90% | | Unknown |
| Urinary Tract Infection (Lower) | Not Avail | 4.50% | | Unknown |
| Self-report moderate to severe pain (Lower) | Not Avail | 13.00% | | Unknown |
| Have pressure ulcers (Lower) | Not Avail | 4.30% | | Unknown |
| Lose control of bowel/bladder (Lower) | Not Avail | 48.10% | | Unknown |
| Catheter inserted/left in bladder (Lower) | Not Avail | 3.70% | | Unknown |
| Physically Restrained (Lower) | Not Avail | 0.20% | | Unknown |
| Ability to move independently worsened (Lower) | Not Avail | 20.90% | | Unknown |
| Need for help with daily activities (Lower) | Not Avail | 18.30% | | Unknown |
| Lost to much weight (Lower) | Not Avail | 7.30% | | Unknown |
| Depressive Symptoms (Lower) | Not Avail | 11.10% | | Unknown |
| Received Antianxiety or hypnotic medication (Lower) | 33.30% | 20.90% | 12.40% | Worse |
| Seasonal Flu Vaccine (Higher) | 100% | 95.70% | 4.30% | Better |
| Pneumococcal Vaccine (Higher) | Not Avail | 91.80% | | Unknown |
| Received Antipsychotic Medicine (Lower) | Not Avail | 17.00% | | Unknown |

CMS Quality Measures from the CMS Website

Facility Name: Saint Albans Healthcare

| | Facility Score (%) | State Avg. (%) | Difference From State Avg. (%) | Better / Worse from State Avg? |
|--|--------------------|----------------|--------------------------------|--------------------------------|
| Quality Measures | | | | |
| Short Term Stay | | | | |
| Improvement in function (Higher) | 57.80% | 72.40% | -14.60% | Worse |
| Re-Hospitalized after nursing home admission (Lower) | 23.90% | 15.90% | 8.00% | Worse |
| Outpatient ER Dept visit (Lower) | 19.70% | 12.60% | 7.10% | Worse |
| Successfully discharged to the community (Higher) | 44.90% | 58.50% | -13.60% | Worse |
| Moderate to severe pain (Lower) | 12.50% | 20.10% | -7.60% | Better |
| Pressure Ulcers aht are new or worsened (Lower) | 1.60% | 0.80% | 0.80% | Worse |
| Seasonal Flu Vaccine (Higher) | 91.40% | 82.30% | 9.10% | Better |
| Pneumococcal Vaccine (Higher) | 72.20% | 79.50% | -7.30% | Worse |
| Received antipsychotic medication (Lower) | 3.50% | 1.80% | 1.70% | Worse |
| Long Stay Residents | | | | |
| Falls with major injury (Lower) | 8.90% | 3.90% | 5.00% | Worse |
| Urinary Tract Infection (Lower) | 5.00% | 4.50% | 0.50% | Worse |
| Self-report moderate to severe pain (Lower) | 8.20% | 13.00% | -4.80% | Better |
| Have pressure ulcers (Lower) | 1.30% | 4.30% | -3.00% | Better |
| Lose control of bowel/bladder (Lower) | 53.50% | 48.10% | 5.40% | Worse |
| Catheter inserted/left in bladder (Lower) | 1.90% | 3.70% | -1.80% | Better |
| Physically Restrained (Lower) | 0.00% | 0.20% | -0.20% | Better |
| Ability to move independently worsened (Lower) | 24.40% | 20.90% | 3.50% | Worse |
| Need for help with daily activities (Lower) | 27.30% | 18.30% | 9.00% | Worse |
| Lost to much weight (Lower) | 11.00% | 7.30% | 3.70% | Worse |
| Depressive Symptoms (Lower) | 5.10% | 11.10% | -6.00% | Better |
| Received Antianxiety or hypnotic medication (Lower) | 23.50% | 20.90% | 2.60% | Worse |
| Seasonal Flu Vaccine (Higher) | 98.70% | 95.70% | 3.00% | Better |
| Pneumococcal Vaccine (Higher) | 95.60% | 91.80% | 3.80% | Better |
| Received Antipsychotic Medicine (Lower) | 20.60% | 17.00% | 3.60% | Worse |

Health Safety Insepction Summary

| Facility | Date of Standard Health Inspection | Total Number of Health Deficiencies | Number of Health Deficiencies in |
|------------------------------|------------------------------------|-------------------------------------|----------------------------------|
| Franklin County Rehab Center | 4/7/2015 | 2 | 5.4 |
| The Villa Rehab | 10/7/2015 | 0 | 5.4 |
| St. Albans Healthcare | 3/16/2016 | 2 | 5.4 |

Fire Safety Deficiencies

| Facility | Total Number of Fire Safety Deficiencies | Safety Deficiencies in Vermont |
|------------------------------|--|--------------------------------|
| Franklin County Rehab Center | 0 | 0-2 |
| The Villa Rehab | 0 | 0-2 |
| St. Albans Healthcare | 0 | 0-2 |

CMS Staffing Information

| | Franklin County Rehab Center | Vermont Average | Difference / More or Less |
|--|---|----------------------------|--------------------------------------|
| Total Number of Residents | 59 | 70.5 | |
| Total Number of Licensed Nurse Staff hours per resident per day | 2 Hrs, 2 Mins | 1 Hr, 41 Mins | 21 Mins More |
| RN hours per resident per day | 1 Hr, 23 Mins | 57 Mins | 26 Mins More |
| LPN/LVN hours per resident per day | 38 Mins | 44 Mins | 6 Mins Less |
| CNA hours per resident per day | 3 Hrs, 28 Mins | 2 Hrs, 32 Mins | 56 Mins More |
| Physical Therapy staff hours per resident per day | 7 Mins | 6 Mins | 1 Min More |

| | The Villa Rehab | Vermont Average | Difference / More or Less |
|--|------------------------|----------------------------|--------------------------------------|
| Total Number of Residents | 19 | 70.5 | |
| Total Number of Licensed Nurse Staff hours per resident per day | 2 Hrs, 11 Mins | 1 Hr, 41 Mins | 30 Mins More |
| RN hours per resident per day | 1 Hr, 22 Mins | 57 Mins | 25 Mins More |
| LPN/LVN hours per resident per day | 49 Mins | 44 Mins | 5 Mins More |
| CNA hours per resident per day | 2 Hrs, 5 Mins | 2 Hrs, 32 Mins | 27 Mins Less |
| Physical Therapy staff hours per resident per day | 9 Mins | 6 Mins | 3 Mins More |

| | St. Albans Healthcare | Vermont Average | Difference / More or Less |
|--|----------------------------------|----------------------------|--------------------------------------|
| Total Number of Residents | 75 | 70.5 | |
| Total Number of Licensed Nurse Staff hours per resident per day | 1 Hr, 54 Mins | 1 Hr, 41 Mins | 13 Mins More |
| RN hours per resident per day | 43 Mins | 57 Mins | 14 Mins Less |
| LPN/LVN hours per resident per day | 1 Hr, 11 Mins | 44 Mins | 27 Mins More |
| CNA hours per resident per day | 2 Hrs, 12 Mins | 2 Hrs, 32 Mins | 20 Mins Less |
| Physical Therapy staff hours per resident per day | 8 Mins | 6 Mins | 2 Mins More |

Penalty Information from the CMS Website







| Facility | Fines | Payment Denials |
|------------------------------|-----------------|------------------------|
| Franklin County Rehab Center | None | None |
| The Villa Rehab | None | None |
| St. Albans Healthcare | 1 Fine - \$1300 | None |

Medicare.gov | Nursing Home Compare






The Official U.S. Government Site for Medicare

General information

| | x | x | x |
|--|--|--|---|
| | FRANKLIN COUNTY REHAB CENTER LLC 110 FAIRFAX ROAD ST ALBANS, VT 05478 (802) 752-1600 Distance  : 4.1 miles | THE VILLA REHAB 7 FOREST HILL DRIVE ST ALBANS, VT 05478 (802) 524-3498 Distance  : 6.1 miles | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER 596 SHELDON ROAD SAINT ALBANS, VT 05478 (802) 524-3498 Distance  : 37.3 miles |
| Overall rating  | 5 out of 5 stars Much Above Average | 4 out of 5 stars Above Average | 2 out of 5 stars Below Average |
| Health inspection  | 5 out of 5 stars Much Above Average | 2 out of 5 stars Below Average | 2 out of 5 stars Below Average |
| Staffing  | 5 out of 5 stars Much Above Average | 4 out of 5 stars Above Average | 3 out of 5 stars Average |
| Quality measures  | 5 out of 5 stars Much Above Average | 5 out of 5 stars Much Above Average | 2 out of 5 stars Below Average |
| Health inspections summary | Health Inspections Summary | Health Inspections Summary | Health Inspections Summary |
| Number of certified beds  | 64 | 30 | 115 |
|  | | | |

| | | | |
|--|--|--|--|
| Participation:  (Medicare/Medicaid) | Medicare and Medicaid | Medicare and Medicaid | Medicare and Medicaid |
| Automatic sprinkler systems:  in all required areas | Yes | Yes | Yes |
| Within a Continuing Care Retirement Community  (CCRC) | No | No | No |
| Within a hospital  | No | No | No |
| With a resident and family council  | RESIDENT | RESIDENT | RESIDENT |
| Ownership  | For profit - Corporation Get More Ownership Information | For profit - Corporation Get More Ownership Information | For profit - Corporation Get More Ownership Information |

Health & fire safety inspections

| | | | |
|--|--|--|---|
| | x | x | x |
| | FRANKLIN COUNTY REHAB CENTER LLC 110 FAIRFAX ROAD ST ALBANS, VT 05478 (802) 752-1600 Distance : 4.1 miles | THE VILLA REHAB 7 FOREST HILL DRIVE ST ALBANS, VT 05478 (802) 524-3498 Distance : 6.1 miles | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER 596 SHELDON ROAD SAINT ALBANS, VT 05478 (802) 524-3498 Distance : 37.3 miles |
| Overall rating  | 5 out of 5 stars Much Above Average | 4 out of 5 stars Above Average | 2 out of 5 stars Below Average |
| Health inspection  | 5 out of 5 stars Much Above Average | 2 out of 5 stars Below Average | 2 out of 5 stars Below Average |

| | | | |
|--|--------------------------------|--------------------------------|--------------------------------|
| Total number of health deficiencies for this nursing home | 2 | 0 | 2 |
| Average number of health deficiencies in Vermont | 5.4 | 5.4 | 5.4 |
| Date of last standard health inspection | 04/07/2015 | 10/07/2015 | 03/16/2016 |
| Health inspection details | Health inspection details | Health inspection details | Health inspection details |
| Number of complaints | 0 | 12 | 10 |
| Number of facility-reported incidents | 0 | 1 | 0 |
| Fire safety deficiencies | | | |
| Total number of fire deficiencies for this nursing home | 0 | 0 | 0 |
| Date of last standard fire inspection | 04/07/2015 | 10/07/2015 | 03/16/2016 |
| Range of fire safety deficiencies in Vermont | 0-2 | 0-2 | 0-2 |
| Fire safety inspection details | Fire safety inspection details | Fire safety inspection details | Fire safety inspection details |

Staffing

| | | | |
|--|---|---|---|
| | <p>FRANKLIN COUNTY REHAB CENTER LLC 110 FAIRFAX ROAD ST ALBANS, VT 05478 (802) 752-1600</p> <p>Distance ⓘ: 4.1 miles</p> | <p>THE VILLA REHAB 7 FOREST HILL DRIVE ST ALBANS, VT 05478 (802) 524-3498</p> <p>Distance ⓘ: 6.1 miles</p> | <p>SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER 596 SHELDON ROAD SAINT ALBANS, VT 05478 (802) 524-8534</p> <p>Distance ⓘ: 7.3 miles</p> |
|--|---|---|---|

| | FRANKLIN COUNTY REHAB CENTER LLC | THE VILLA REHAB | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER | VERMONT AVERAGE | NATIONAL AVERAGE |
|--|---|---|---|---|--|
| Overall rating ⓘ | 5 out of 5 stars Much Above Average | 5 out of 5 stars Much Above Average | 4 out of 5 stars Above Average | 4 out of 5 stars Above Average | 2 out of 5 stars Below Average |
| Staffing ⓘ | 5 out of 5 stars Much Above Average | 5 out of 5 stars Much Above Average | 4 out of 5 stars Above Average | 4 out of 5 stars Above Average | 3 out of 5 stars Average |
| RN staff only ⓘ | 5 out of 5 stars Much Above Average | 5 out of 5 stars Much Above Average | 5 out of 5 stars Much Above Average | 5 out of 5 stars Much Above Average | 3 out of 5 stars Average |
| Total number of residents | 59 | 19 | 75 | 70.5 | 86.4 |
| Total number of licensed nurse staff hours per resident per day | 2 hours and 2 minutes | 2 hours and 11 minutes | 1 hour and 54 minutes | 1 hour and 41 minutes | 1 hour and 42 minutes |
| RN hours per resident per day | 1 hour and 23 minutes | 1 hour and 22 minutes | 43 minutes | 57 minutes | 51 minutes |
| LPN/LVN hours per resident per day | 38 minutes | 49 minutes | 1 hour and 11 minutes | 44 minutes | 51 minutes |
| CNA hours per resident per day | 3 hours and 28 minutes | 2 hours and 5 minutes | 2 hours and 12 minutes | 2 hours and 32 minutes | 2 hours and 28 minutes |
| Physical therapy staff hours per resident per day | 7 minutes | 9 minutes | 8 minutes | 6 minutes | 6 minutes |
| How to read staffing charts About staff roles | | | | | |

Quality measures

| | x | x | x |
|--|---|---|--|
| | FRANKLIN COUNTY REHAB CENTER LLC 110 FAIRFAX ROAD ST ALBANS, VT 05478 (802) 752-1600 Distance ⓘ : 4.1 miles | THE VILLA REHAB 7 FOREST HILL DRIVE ST ALBANS, VT 05478 (802) 524-3498 Distance ⓘ : 6.1 miles | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER 596 SHELDON ROAD SAINT ALBANS, VT 05478 (802) 524-6534 |

| | | | |
|--------------------------------------|---|---|--|
| | | | Distance ⁱ : 7.3 miles |
| Overall rating ⁱ | 5 out of 5 stars Much Above Average | 4 out of 5 stars Above Average | 2 out of 5 stars Below Average |
| Quality measures ⁱ | 5 out of 5 stars Much Above Average | 5 out of 5 stars Much Above Average | 2 out of 5 stars Below Average |

▼ Short-stay residents

Find out why these measures are important.

Get more information about the data.

Get the current data collection period.

| | FRANKLIN COUNTY REHAB CENTER LLC | THE VILLA REHAB | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER | VERMONT AVERAGE | NATIONAL AVERAGE |
|---|----------------------------------|-----------------|---|-----------------|------------------|
| NEW Percentage of short-stay residents who made improvements in function. Higher percentages are better. | 74.6% | 69.1% | 57.8% | 72.4% | 63.6% |
| NEW Percentage of short-stay residents who were re-hospitalized after a nursing home admission. Lower percentages are better. | 14.1% | 19.5% | 23.9% | 15.9% | 21.1% |

| | | | | | |
|--|-------|-------|-------|-------|-------|
| NEW Percentage of short-stay residents who have had an outpatient emergency department visit. <i>Lower percentages are better.</i> | 14.5% | 18.9% | 19.7% | 12.6% | 11.5% |
| NEW Percentage of short-stay residents who were successfully discharged to the community. <i>Higher percentages are better.</i> | 52.7% | 67.9% | 44.9% | 58.5% | 54.9% |
| Percentage of short-stay residents who self-report moderate to severe pain. <i>Lower percentages are better.</i> | 0.0% | 14.5% | 12.5% | 20.1% | 17.1% |
| Percentage of short-stay residents with pressure ulcers that are new or worsened. <i>Lower percentages are better.</i> | 1.0% | 0.0% | 1.6% | 0.8% | 1.3% |
| Percentage of short-stay residents assessed and given, appropriately, the seasonal influenza vaccine. <i>Higher percentages are better.</i> | 75.2% | 59.6% | 91.4% | 82.3% | 80.3% |
| Percentage of short-stay residents assessed and given, appropriately, the pneumococcal vaccine. <i>Higher percentages are better.</i> | 99.7% | 86.0% | 72.2% | 79.5% | 81.1% |
| Percentage of short-stay residents who newly received | 0.8% | 0.0% | 3.5% | 1.8% | 2.2% |

an antipsychotic medication.
Lower percentages are better.

▼ Long-stay residents

Find out why these measures are important.

Get more information about the data.





Get the current data collection period.

| | FRANKLIN COUNTY REHAB CENTER LLC | THE VILLA REHAB | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER | VERMONT AVERAGE | NATIONAL AVERAGE |
|---|----------------------------------|-----------------|---|-----------------|------------------|
| Percentage of long-stay residents experiencing one or more falls with major injury. Lower percentages are better. | 0.0% | NOT AVAILABLE | 8.9% | 3.9% | 3.3% |
| Percentage of long-stay residents with a urinary tract infection. Lower percentages are better. | 10.7% | NOT AVAILABLE | 5.0% | 4.5% | 4.9% |
| Percentage of long-stay residents who self-report moderate to severe pain. Lower percentages are better. | 1.2% | NOT AVAILABLE | 8.2% | 13.0% | 8.5% |
| Percentage of long-stay high-risk residents with pressure ulcers. Lower percentages are better. | 6.7% | NOT AVAILABLE | 1.3% | 4.3% | 5.8% |

| | | | | | |
|---|-------|---------------|-------|-------|-------|
| Percentage of long-stay low-risk residents who lose control of their bowels or bladder. <i>Lower percentages are better.</i> | 65.2% | NOT AVAILABLE | 53.5% | 48.1% | 46.3% |
| Percentage of long-stay residents who have/had a catheter inserted and left in their bladder. <i>Lower percentages are better.</i> | 4.9% | NOT AVAILABLE | 1.9% | 3.7% | 3.1% |
| Percentage of long-stay residents who were physically restrained. <i>Lower percentages are better.</i> | 0.0% | NOT AVAILABLE | 0.0% | 0.2% | 0.8% |
| NEW Percentage of long-stay residents whose ability to move independently worsened. <i>Lower percentages are better.</i> | 16.0% | NOT AVAILABLE | 24.4% | 20.9% | 18.2% |
| Percentage of long-stay residents whose need for help with daily activities has increased. <i>Lower percentages are better.</i> | 11.4% | NOT AVAILABLE | 27.3% | 18.3% | 15.3% |
| Percentage of long-stay residents who lose too much weight. <i>Lower percentages are better.</i> | 9.9% | NOT AVAILABLE | 11.0% | 7.3% | 7.1% |
| Percentage of long-stay residents who have depressive symptoms. <i>Lower percentages are better.</i> | 12.0% | NOT AVAILABLE | 5.1% | 11.1% | 5.5% |
| NEW Percentage of long-stay residents who | 14.3% | 33.3% | 23.5% | 20.9% | 23.6% |

| | | | | | |
|---|--------|---------------|-------|-------|-------|
| received an antianxiety or hypnotic medication. Lower percentages are better. | | | | | |
| Percentage of long-stay residents assessed and given, appropriately, the seasonal influenza vaccine. Higher percentages are better. | 100.0% | 100.0% | 98.7% | 95.7% | 94.5% |
| Percentage of long-stay residents assessed and given, appropriately, the pneumococcal vaccine. Higher percentages are better. | 100.0% | NOT AVAILABLE | 95.6% | 91.8% | 93.3% |
| Percentage of long-stay residents who received an antipsychotic medication. Lower percentages are better. | 8.1% | NOT AVAILABLE | 20.6% | 17.0% | 17.4% |

Penalties

| | | | |
|---|--|--|---|
| | x | x | x |
| | <p>FRANKLIN COUNTY REHAB CENTER LLC</p> <p>110 FAIRFAX ROAD ST ALBANS, VT 05478 (802) 752-1600</p> <p>Distance : 4.1 miles</p> | <p>THE VILLA REHAB</p> <p>7 FOREST HILL DRIVE ST ALBANS, VT 05478 (802) 524-3498</p> <p>Distance : 6.1 miles</p> | <p>SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER</p> <p>596 SHELDON ROAD SAINT ALBANS, VT 05478 (802) 524-3731</p> <p>Distance : 37.3 miles</p> |
| Overall rating  | <p>5 out of 5 stars</p> <p>Much Above Average</p> | <p>4 out of 5 stars</p> <p>Above Average</p> | <p>2 out of 5 stars</p> <p>Below Average</p> |

| | | | |
|--|-------------------|-------------------|-------------------------|
| Federal fines in the last 3 years | 0 Fines | 0 Fines | 1 Fine Total: \$1300 |
| Federal payment denials in the last 3 years | 0 Payment Denials | 0 Payment Denials | 0 Payment Denials |

Attachment G

Medicare.gov | Nursing Home Compare

The Official U.S. Government Site for Medicare

General information

FRANKLIN COUNTY REHAB CENTER LLC

110 FAIRFAX ROAD
ST ALBANS, VT 05478
(802) 752-1600

Distance **i**: 4.1 miles



Nursing home information

64 certified beds **i**

Participates in **i**: Medicare and Medicaid

Ownership **i**: For profit - Corporation

Automatic sprinkler systems

i in all required areas: Yes

Not in a Continuing Care

Retirement Community **i**
(CCRC)

Not in a hospital **i**

Resident council only **i**

Star rating summary

Overall rating **i**

5 out of 5 stars

Much Above Average

Health inspection **i**

5 out of 5 stars

Much Above Average

Staffing **i**

5 out of 5 stars

Much Above Average

Quality measures **i**

5 out of 5 stars

Much Above Average

Ownership information

Ownership **i**: For profit - Corporation

Legal business name: FRANKLIN COUNTY REHAB CENTER LLC

Get more ownership information

Health & fire safety inspections

**FRANKLIN COUNTY REHAB CENTER
LLC**

110 FAIRFAX ROAD
ST ALBANS, VT 05478
(802) 752-1600

Distance ⁱ: 4.1 miles

Nursing home information

64 certified beds ⁱ

Participates in ⁱ: Medicare and Medicaid

Overall rating ⁱ

5 out of 5 stars

Much Above Average

Health inspection ⁱ

5 out of 5 stars

Much Above Average

▼ Health inspection summary

| | |
|---|---|
| Date of standard health inspection: | 04/07/2015 View Full Report |
| Date(s) of complaint inspection(s) between 6/1/2015 - 5/31/2016: | No Complaint Inspections |
| Total number of health deficiencies: | 2 |
| Average number of health deficiencies in Vermont: | 5.4 |
| Average number of health deficiencies in the United States: | 7.0 |
| View all health inspections | |

▼ Mistreatment: 0 deficiencies found

No Mistreatment deficiencies were found during this inspection period.

▼ Quality Care: 0 deficiencies found

No Quality Care deficiencies were found during this inspection period.

▼ Resident Assessment: 0 deficiencies found

No Resident Assessment deficiencies were found during this inspection period.

▼ Resident Rights: 1 deficiency found

| Inspectors determined that the nursing home failed to: | Inspection Date | Date of Correction | Level of Harm | Residents Affected |
|---|-----------------|--------------------|--------------------------------|--------------------|
| Keep each resident's personal and medical records private and confidential. | 04/07/2015 | 04/23/2015 | 1 = Potential for minimal harm | Some |

How to Read a Deficiency Chart

[View All Health Inspections](#)

▼ Nutrition and Dietary: 0 deficiencies found

No Nutrition and Dietary deficiencies were found during this inspection period.

▼ Pharmacy Services: 0 deficiencies found

No Pharmacy Services deficiencies were found during this inspection period.

▼ Environmental: 1 deficiency found

| Inspectors determined that the nursing home failed to: | Inspection Date | Date of Correction | Level of Harm | Residents Affected |
|--|-----------------|--------------------|---|--------------------|
| Make sure that the nursing home area is free from accident hazards and risks and provides supervision to prevent avoidable accidents | 04/07/2015 | 05/01/2015 | 2 = Minimal harm or potential for actual harm | Few |

How to Read a Deficiency Chart

[View All Health Inspections](#)

▼ **Administration: 0 deficiencies found**

No Administration deficiencies were found during this inspection period.

▼ **Fire safety summary**

| | |
|---|-----|
| Total number of Fire Safety Deficiencies for this nursing home: | 0 |
| Average number of Fire Safety Deficiencies in Vermont : | 0.3 |
| Average number of Fire Safety Deficiencies in the United States: | 3.3 |
| Range of Fire Safety Deficiencies in Vermont : | 0-2 |

[View All Fire Safety Inspections](#)

▼ **Building Construction: 0 deficiencies found**

No Building Construction deficiencies were found during this inspection period.

▼ **Interior Finish: 0 deficiencies found**

No Interior Finish deficiencies were found during this inspection period.

▼ **Corridor Walls and Doors: 0 deficiencies found**

No Corridor Walls and Doors deficiencies were found during this inspection period.

▼ **Vertical Openings: 0 deficiencies found**

No Vertical Openings deficiencies were found during this inspection period.

▼ **Smoke Compartmentation and Control: 0 deficiencies found**

No Smoke Compartmentation and Control deficiencies were found during this inspection period.

▼ **Hazardous Area: 0 deficiencies found**

No Hazardous Area deficiencies were found during this inspection period.

▼ **Exit and Exit Access: 0 deficiencies found**

No Exit and Exit Access deficiencies were found during this inspection period.

▼ **Exit and Egress: 0 deficiencies found**

No Exit and Egress deficiencies were found during this inspection period.

▼ **Illumination and Emergency Power: 0 deficiencies found**

No Illumination and Emergency Power deficiencies were found during this inspection period.

▼ **Emergency Plans and Fire Drills: 0 deficiencies found**

No Emergency Plans and Fire Drills deficiencies were found during this inspection period.

▼ **Fire Alarm Systems: 0 deficiencies found**

No Fire Alarm Systems deficiencies were found during this inspection period.

▼ **Automatic Sprinkler Systems: 0 deficiencies found**

No Automatic Sprinkler Systems deficiencies were found during this inspection period.

▼ **Smoking Regulations: 0 deficiencies found**

No Smoking Regulations deficiencies were found during this inspection period.

▼ **Building Service Equipment: 0 deficiencies found**

No Building Service Equipment deficiencies were found during this inspection period.

No Building Service Equipment deficiencies were found during this inspection period.

▼ **Furnishing and Decorations: 0 deficiencies found**

No Furnishing and Decorations deficiencies were found during this inspection period.

▼ **Laboratories: 0 deficiencies found**

No Laboratories deficiencies were found during this inspection period.

▼ **Medical Gases and Anesthetizing Areas: 0 deficiencies found**

No Medical Gases and Anesthetizing Areas deficiencies were found during this inspection period.

▼ **Electrical: 0 deficiencies found**

No Electrical deficiencies were found during this inspection period.

▼ **Miscellaneous: 0 deficiencies found**

No Miscellaneous deficiencies were found during this inspection period.

▼ **Complaints and Facility-Reported Incidents**

This nursing home has not been cited for any deficiencies from incidents reported by the nursing home or complaints in the last 3 years.

Staffing

FRANKLIN COUNTY REHAB CENTER LLC

110 FAIRFAX ROAD
ST ALBANS, VT 05478
(802) 752-1600

Distance : 4.1 miles

Nursing home information

64 certified beds 

Participates in : Medicare and Medicaid

Overall rating ⁱ

5 out of 5 stars

Much Above Average

Staffing ⁱ

5 out of 5 stars

Much Above Average

RN staffing ⁱ

5 out of 5 stars

Much Above Average

| | FRANKLIN COUNTY REHAB CENTER LLC | VERMONT AVERAGE | NATIONAL AVERAGE |
|---|----------------------------------|------------------------|------------------------|
| Total number of residents | 59 | 70.5 | 86.4 |
| Total number of licensed nurse staff hours per resident per day | 2 hours and 2 minutes | 1 hour and 41 minutes | 1 hour and 42 minutes |
| RN hours per resident per day | 1 hour and 23 minutes | 57 minutes | 51 minutes |
| LPN/LVN hours per resident per day | 38 minutes | 44 minutes | 51 minutes |
| CNA hours per resident per day | 3 hours and 28 minutes | 2 hours and 32 minutes | 2 hours and 28 minutes |
| Physical therapy staff hours per resident per day | 7 minutes | 6 minutes | 6 minutes |

[How to read staffing charts](#) | [About staff roles](#)

Quality measures

FRANKLIN COUNTY REHAB CENTER LLC

110 FAIRFAX ROAD

ST ALBANS, VT 05478
(802) 752-1600

Distance ⁱ: 4.1 miles

Nursing home information

64 certified beds ⁱ

Participates in ⁱ: Medicare and Medicaid

Overall rating ⁱ

5 out of 5 stars

Much Above Average

Quality measures ⁱ

5 out of 5 stars

Much Above Average

▼ Short-stay residents

Find out why these measures are important.

Get more information about the data.

Get the current data collection period.

| | FRANKLIN COUNTY REHAB CENTER LLC | VERMONT AVERAGE | NATIONAL AVERAGE |
|--|----------------------------------|-----------------|------------------|
| NEW Percentage of short-stay residents who made improvements in function. <i>Higher percentages are better.</i> | 74.6% | 72.4% | 63.6% |
| NEW Percentage of short-stay residents who were re-hospitalized after a nursing home admission. <i>Lower percentages are better.</i> | 14.1% | 15.9% | 21.1% |
| NEW Percentage of short-stay residents who have had an outpatient emergency department visit. <i>Lower percentages are better.</i> | 14.5% | 12.6% | 11.5% |
| NEW Percentage of short-stay residents who were successfully discharged to the community. <i>Higher percentages are better.</i> | 52.7% | 58.5% | 54.9% |
| Percentage of short-stay residents who self-report moderate to severe pain. <i>Lower percentages are better.</i> | 0.0% | 20.1% | 17.1% |
| Percentage of short-stay residents with pressure ulcers that are new or worsened. <i>Lower percentages are better.</i> | 1.0% | 0.8% | 1.3% |
| Percentage of short-stay residents assessed and given, appropriately, the seasonal influenza vaccine. <i>Higher percentages are better.</i> | 75.2% | 82.3% | 80.3% |

| | | | |
|--|-------|-------|-------|
| <p>Percentage of short-stay residents assessed and given, appropriately, the pneumococcal vaccine. <i>Higher percentages are better.</i></p> | 99.7% | 79.5% | 81.1% |
| <p>Percentage of short-stay residents who newly received an antipsychotic medication. <i>Lower percentages are better.</i></p> | 0.8% | 1.8% | 2.2% |

▼ Long-stay residents

Find out why these measures are important.

Get more information about the data.

Get the current data collection period.

| | FRANKLIN COUNTY REHAB CENTER LLC | VERMONT AVERAGE | NATIONAL AVERAGE |
|---|----------------------------------|-----------------|------------------|
| <p>Percentage of long-stay residents experiencing one or more falls with major injury. <i>Lower percentages are better.</i></p> | 0.0% | 3.9% | 3.3% |
| <p>Percentage of long-stay residents with a urinary tract infection. <i>Lower percentages are better.</i></p> | 10.7% | 4.5% | 4.9% |
| <p>Percentage of long-stay residents who self-report moderate to severe pain. <i>Lower percentages are better.</i></p> | 1.2% | 13.0% | 8.5% |
| <p>Percentage of long-stay high-risk residents with pressure ulcers. <i>Lower percentages are better.</i></p> | 6.7% | 4.3% | 5.8% |
| <p>Percentage of long-stay low-risk residents who lose control of their bowels or bladder. <i>Lower percentages are better.</i></p> | 65.2% | 48.1% | 46.3% |
| <p>Percentage of long-stay residents who have/had a catheter inserted and left in their bladder. <i>Lower percentages are better.</i></p> | 4.9% | 3.7% | 3.1% |

| | | | |
|---|--------|-------|-------|
| Percentage of long-stay residents who were physically restrained. <i>Lower percentages are better.</i> | 0.0% | 0.2% | 0.8% |
| NEW Percentage of long-stay residents whose ability to move independently worsened. <i>Lower percentages are better.</i> | 16.0% | 20.9% | 18.2% |
| Percentage of long-stay residents whose need for help with daily activities has increased. <i>Lower percentages are better.</i> | 11.4% | 18.3% | 15.3% |
| Percentage of long-stay residents who lose too much weight. <i>Lower percentages are better.</i> | 9.9% | 7.3% | 7.1% |
| Percentage of long-stay residents who have depressive symptoms. <i>Lower percentages are better.</i> | 12.0% | 11.1% | 5.5% |
| NEW Percentage of long-stay residents who received an antianxiety or hypnotic medication. <i>Lower percentages are better.</i> | 14.3% | 20.9% | 23.6% |
| Percentage of long-stay residents assessed and given, appropriately, the seasonal influenza vaccine. <i>Higher percentages are better.</i> | 100.0% | 95.7% | 94.5% |
| Percentage of long-stay residents assessed and given, appropriately, the pneumococcal vaccine. <i>Higher percentages are better.</i> | 100.0% | 91.8% | 93.3% |
| Percentage of long-stay residents who received an antipsychotic medication. <i>Lower percentages are better.</i> | 8.1% | 17.0% | 17.4% |

Penalties

FRANKLIN COUNTY REHAB CENTER LLC

110 FAIRFAX ROAD
ST ALBANS, VT 05478
(802) 752-1600

Distance : 4.1 miles

Nursing home information

64 certified beds 

Participates in : Medicare and Medicaid

Overall rating 

5 out of 5 stars

Much Above Average

| Federal fines in the last 3 years | Date | Amount |
|---|------|--------|
| <p>This nursing home has not received any fines in the last 3 years. States may also impose penalties under state law. To search state websites click here.</p> | | |
| Federal payment denials in the last 3 years | Date | |
| <p>This nursing home has not received any payment denials in the last 3 years. States may also impose penalties under state law. To search state websites click here.</p> | | |

Attachment H

Medicare.gov | Nursing Home Compare

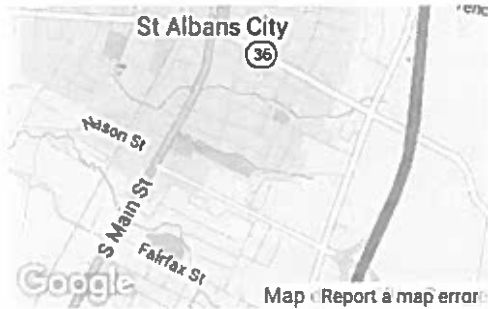
The Official U.S. Government Site for Medicare

General information

THE VILLA REHAB

7 FOREST HILL DRIVE
ST ALBANS, VT 05478
(802) 524-3498

Distance **i**: 6.1 miles



Nursing home information

30 certified beds **i**

Participates in **i**: Medicare and Medicaid

Ownership **i**: For profit - Corporation

Automatic sprinkler systems **i** in all required areas: Yes

Not in a Continuing Care

Retirement Community **i** (CCRC)

Not in a hospital **i**

Resident council only **i**

Star rating summary

Overall rating **i**

4 out of 5 stars

Above Average

Health inspection **i**

2 out of 5 stars

Below Average

Staffing **i**

4 out of 5 stars

Above Average

Quality measures **i**

5 out of 5 stars

Much Above Average

Ownership information

*Ownership has changed within the past 12 months

Ownership **i**: For profit - Corporation

Legal business name: VILLA REHAB CENTER

Get more ownership information

Health & fire safety inspections

THE VILLA REHAB

7 FOREST HILL DRIVE
ST ALBANS, VT 05478
(802) 524-3498

Distance ⁱ: 6.1 miles

Nursing home information

30 certified beds ⁱ

Participates in ⁱ: Medicare and Medicaid

Overall rating ⁱ

4 out of 5 stars

Above Average

Health inspection ⁱ

2 out of 5 stars

Below Average

▼ Health inspection summary

| | |
|--|---|
| Date of standard health inspection: | 10/07/2015 View Full Report |
| Date(s) of complaint inspection(s) between 6/1/2015 - 5/31/2016: | No Complaint Inspections |
| Total number of health deficiencies: | 0 |
| Average number of health deficiencies in Vermont: | 5.4 |
| Average number of health deficiencies in the United States: | 7.0 |
| View all health inspections | |

▼ Mistreatment: 0 deficiencies found

No Mistreatment deficiencies were found during this inspection period.

▼ Quality Care: 0 deficiencies found

No Quality Care deficiencies were found during this inspection period.

▼ Resident Assessment: 0 deficiencies found

No Resident Assessment deficiencies were found during this inspection period.

▼ Resident Rights: 0 deficiencies found

No Resident Rights deficiencies were found during this inspection period.

▼ Nutrition and Dietary: 0 deficiencies found

No Nutrition and Dietary deficiencies were found during this inspection period.

▼ Pharmacy Services: 0 deficiencies found

No Pharmacy Services deficiencies were found during this inspection period.

▼ Environmental: 0 deficiencies found

No Environmental deficiencies were found during this inspection period.

▼ Administration: 0 deficiencies found

No Administration deficiencies were found during this inspection period.

▼ Fire safety summary

| | |
|---|-----|
| Total number of Fire Safety Deficiencies for this nursing home: | 0 |
| Average number of Fire Safety Deficiencies in Vermont : | 0.3 |
| Average number of Fire Safety Deficiencies in the United States: | 3.3 |
| Range of Fire Safety Deficiencies in Vermont : | 0-2 |
| View All Fire Safety Inspections | |

▼ Building Construction: 0 deficiencies found

No Building Construction deficiencies were found during this inspection period.

▼ Interior Finish: 0 deficiencies found

No Interior Finish deficiencies were found during this inspection period.

▼ Corridor Walls and Doors: 0 deficiencies found

No Corridor Walls and Doors deficiencies were found during this inspection period.

▼ Vertical Openings: 0 deficiencies found

No Vertical Openings deficiencies were found during this inspection period.

▼ Smoke Compartmentation and Control: 0 deficiencies found

No Smoke Compartmentation and Control deficiencies were found during this inspection period.

▼ Hazardous Area: 0 deficiencies found

No Hazardous Area deficiencies were found during this inspection period.

▼ Exit and Exit Access: 0 deficiencies found

No Exit and Exit Access deficiencies were found during this inspection period.

▼ Exit and Egress: 0 deficiencies found

No Exit and Egress deficiencies were found during this inspection period.

▼ Illumination and Emergency Power: 0 deficiencies found

No Illumination and Emergency Power deficiencies were found during this inspection period.

▼ Emergency Plans and Fire Drills: 0 deficiencies found

No Emergency Plans and Fire Drills deficiencies were found during this inspection period.

▼ **Fire Alarm Systems: 0 deficiencies found**

No Fire Alarm Systems deficiencies were found during this inspection period.

▼ **Automatic Sprinkler Systems: 0 deficiencies found**

No Automatic Sprinkler Systems deficiencies were found during this inspection period.

▼ **Smoking Regulations: 0 deficiencies found**

No Smoking Regulations deficiencies were found during this inspection period.

▼ **Building Service Equipment: 0 deficiencies found**

No Building Service Equipment deficiencies were found during this inspection period.

▼ **Furnishing and Decorations: 0 deficiencies found**

No Furnishing and Decorations deficiencies were found during this inspection period.

▼ **Laboratories: 0 deficiencies found**

No Laboratories deficiencies were found during this inspection period.

▼ **Medical Gases and Anesthetizing Areas: 0 deficiencies found**

No Medical Gases and Anesthetizing Areas deficiencies were found during this inspection period.

▼ **Electrical: 0 deficiencies found**

No Electrical deficiencies were found during this inspection period.

▼ **Miscellaneous: 0 deficiencies found**

No Miscellaneous deficiencies were found during this inspection period.

▼ **Complaints and facility-reported incidents in the past 3 years**

| Inspectors determined that the nursing home failed to: | Inspection date | Date of correction | Level of harm | Residents affected |
|--|------------------------|---------------------------|---|---------------------------|
| Protect each resident from all abuse, physical punishment, and being separated from others. | 02/17/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| 1) Hire only people with no legal history of abusing, neglecting or mistreating residents; or 2) report and investigate any acts or reports of abuse, neglect or mistreatment of residents. | 02/17/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Develop policies that prevent mistreatment, neglect, or abuse of residents or theft of resident property. | 02/17/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Make sure services provided by the nursing facility meet professional standards of quality | 04/21/2014 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Make sure services provided by the nursing facility meet professional standards of quality | 02/17/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Provide care by qualified persons according to each resident's written plan of care. | 07/22/2014 | 08/22/2014 | 2 = Minimal harm or potential for actual harm | Few |
| Provide necessary care and services to maintain the highest well being of each | 07/22/2014 | 08/22/2014 | 2 = Minimal harm or potential for actual harm | Some |

| | | | | |
|--|------------|---------------|---|------|
| resident | | | | |
| Properly care for residents needing special services, including: injections, colostomy, ureostomy, ileostomy, tracheostomy care, tracheal suctioning, respiratory care, foot care, and prostheses. | 10/15/2014 | 11/15/2014 | 2 = Minimal harm or potential for actual harm | Some |
| Have enough nurses to care for every resident in a way that maximizes the resident's well being. | 07/22/2014 | 08/22/2014 | 2 = Minimal harm or potential for actual harm | Some |
| Have enough nurses to care for every resident in a way that maximizes the resident's well being. | 02/17/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Many |
| Develop a complete care plan that meets all of a resident's needs, with timetables and actions that can be measured. | 07/22/2014 | 08/22/2014 | 2 = Minimal harm or potential for actual harm | Few |
| Keep each resident's personal and medical records private and confidential. | 04/21/2014 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Store, cook, and serve food in a safe and clean way | 10/08/2013 | 12/08/2013 | 2 = Minimal harm or potential for actual harm | Some |
| Safely provide drugs and other similar products available, which are needed every day and in emergencies, by a licensed pharmacist. | 10/15/2014 | 11/15/2014 | 2 = Minimal harm or potential for actual harm | Few |
| | | | | |

| | | | | |
|---|------------|---------------|---|------|
| At least once a month, have a licensed pharmacist review each resident's medication(s) and report any irregularities to the attending doctor. | 04/21/2014 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Be administered in an acceptable way that maintains the well-being of each resident . | 02/17/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Many |
| Keep accurate, complete and organized clinical records on each resident that meet professional standards | 02/17/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Few |

Staffing

THE VILLA REHAB

7 FOREST HILL DRIVE
ST ALBANS, VT 05478
(802) 524-3498

Distance : 6.1 miles

Nursing home information

30 certified beds 

Participates in : Medicare and Medicaid

Overall rating 

4 out of 5 stars

Above Average

Staffing 

4 out of 5 stars

Above Average

RN staffing 

5 out of 5 stars

Much Above Average

| | THE VILLA REHAB | VERMONT AVERAGE | NATIONAL AVERAGE |
|--|-----------------|-----------------|------------------|
| Total number of residents | 19 | 70.5 | 86.4 |
| Total number of licensed nurse staff hours per | 2 hours and 11 | 1 hour and 41 | 1 hour and 42 |

| Total number of licensed nurse staff hours per resident per day | 2 hours and 11 minutes | 1 hour and 71 minutes | 1 hour and 72 minutes |
|---|------------------------|------------------------|------------------------|
| RN hours per resident per day | 1 hour and 22 minutes | 57 minutes | 51 minutes |
| LPN/LVN hours per resident per day | 49 minutes | 44 minutes | 51 minutes |
| CNA hours per resident per day | 2 hours and 5 minutes | 2 hours and 32 minutes | 2 hours and 28 minutes |
| Physical therapy staff hours per resident per day | 9 minutes | 6 minutes | 6 minutes |

How to read staffing charts | About staff roles

Quality measures

THE VILLA REHAB

7 FOREST HILL DRIVE
ST ALBANS, VT 05478
(802) 524-3498

Distance ⁱ: 6.1 miles

Nursing home information

30 certified beds ⁱ

Participates in ⁱ: Medicare and Medicaid

Overall rating ⁱ

4 out of 5 stars

Above Average

Quality measures ⁱ

5 out of 5 stars

Much Above Average

▼ Short-stay residents

Find out why these measures are important.

Get more information about the data.

Get the current data collection period.

| | THE VILLA REHAB | VERMONT AVERAGE | NATIONAL AVERAGE |
|--|-----------------|-----------------|------------------|
| NEW Percentage of short-stay residents who made improvements in function. <i>Higher percentages are better.</i> | 69.1% | 72.4% | 63.6% |

| | | | |
|--|-------|-------|-------|
| NEW Percentage of short-stay residents who were re-hospitalized after a nursing home admission. <i>Lower percentages are better.</i> | 19.5% | 15.9% | 21.1% |
| NEW Percentage of short-stay residents who have had an outpatient emergency department visit. <i>Lower percentages are better.</i> | 18.9% | 12.6% | 11.5% |
| NEW Percentage of short-stay residents who were successfully discharged to the community. <i>Higher percentages are better.</i> | 67.9% | 58.5% | 54.9% |
| Percentage of short-stay residents who self-report moderate to severe pain. <i>Lower percentages are better.</i> | 14.5% | 20.1% | 17.1% |
| Percentage of short-stay residents with pressure ulcers that are new or worsened. <i>Lower percentages are better.</i> | 0.0% | 0.8% | 1.3% |
| Percentage of short-stay residents assessed and given, appropriately, the seasonal influenza vaccine. <i>Higher percentages are better.</i> | 59.6% | 82.3% | 80.3% |
| Percentage of short-stay residents assessed and given, appropriately, the pneumococcal vaccine. <i>Higher percentages are better.</i> | 86.0% | 79.5% | 81.1% |
| Percentage of short-stay residents who newly received an antipsychotic medication. <i>Lower percentages are better.</i> | 0.0% | 1.8% | 2.2% |

▼ Long-stay residents

Find out why these measures are important.

Get more information about the data.

Get the current data collection period.

| | THE VILLA REHAB | VERMONT AVERAGE | NATIONAL AVERAGE |
|--|-----------------|-----------------|------------------|
| Percentage of long-stay residents experiencing | NOT | 3.9% | 3.3% |

| | | | |
|--|---------------|-------|-------|
| one or more falls with major injury. <i>Lower percentages are better.</i> | AVAILABLE | | |
| Percentage of long-stay residents with a urinary tract infection. <i>Lower percentages are better.</i> | NOT AVAILABLE | 4.5% | 4.9% |
| Percentage of long-stay residents who self-report moderate to severe pain. <i>Lower percentages are better.</i> | NOT AVAILABLE | 13.0% | 8.5% |
| Percentage of long-stay high-risk residents with pressure ulcers. <i>Lower percentages are better.</i> | NOT AVAILABLE | 4.3% | 5.8% |
| Percentage of long-stay low-risk residents who lose control of their bowels or bladder. <i>Lower percentages are better.</i> | NOT AVAILABLE | 48.1% | 46.3% |
| Percentage of long-stay residents who have/had a catheter inserted and left in their bladder. <i>Lower percentages are better.</i> | NOT AVAILABLE | 3.7% | 3.1% |
| Percentage of long-stay residents who were physically restrained. <i>Lower percentages are better.</i> | NOT AVAILABLE | 0.2% | 0.8% |
| NEW Percentage of long-stay residents whose ability to move independently worsened. <i>Lower percentages are better.</i> | NOT AVAILABLE | 20.9% | 18.2% |
| Percentage of long-stay residents whose need for help with daily activities has increased. <i>Lower percentages are better.</i> | NOT AVAILABLE | 18.3% | 15.3% |
| Percentage of long-stay residents who lose too much weight. <i>Lower percentages are better.</i> | NOT AVAILABLE | 7.3% | 7.1% |
| Percentage of long-stay residents who have depressive symptoms. <i>Lower percentages are better.</i> | NOT AVAILABLE | 11.1% | 5.5% |
| NEW Percentage of long-stay residents who received an antianxiety or hypnotic medication. <i>Lower percentages are better.</i> | 33.3% | 20.9% | 23.6% |
| Percentage of long-stay residents assessed and | 100.0% | 95.7% | 94.5% |

| | | | |
|---|---------------|-------|-------|
| given, appropriately, the seasonal influenza vaccine. <i>Higher percentages are better.</i> | | | |
| Percentage of long-stay residents assessed and given, appropriately, the pneumococcal vaccine. <i>Higher percentages are better.</i> | NOT AVAILABLE | 91.8% | 93.3% |
| Percentage of long-stay residents who received an antipsychotic medication. <i>Lower percentages are better.</i> | NOT AVAILABLE | 17.0% | 17.4% |

Penalties

| | |
|--|---|
| <p>THE VILLA REHAB 7 FOREST HILL DRIVE ST ALBANS, VT 05478 (802) 524-3498</p> <p>Distance ⁱ: 6.1 miles</p> | <p>Nursing home information</p> <p>30 certified beds ⁱ</p> <p>Participates in ⁱ: Medicare and Medicaid</p> |
|--|---|

Overall rating ⁱ

4 out of 5 stars

Above Average

| Federal fines in the last 3 years | Date | Amount |
|--|------|--------|
| <p>This nursing home has not received any fines in the last 3 years.</p> <p>States may also impose penalties under state law. To search state websites click here.</p> | | |
| Federal payment denials in the last 3 years | Date | |
| <p>This nursing home has not received any payment denials in the last 3 years.</p> <p>States may also impose penalties under state law. To search state websites click here.</p> | | |

Attachment I

Medicare.gov | Nursing Home Compare

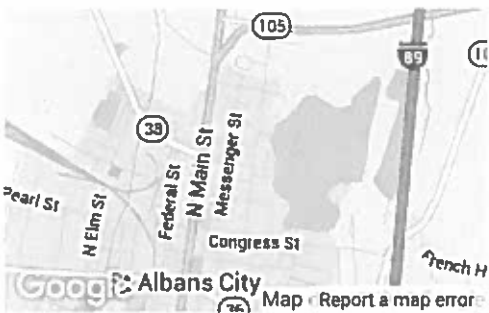
The Official U.S. Government Site for Medicare

General information

SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER

596 SHELDON ROAD
SAINT ALBANS, VT 05478
(802) 524-6534

Distance ⁱ: 7.3 miles



Nursing home information

115 certified beds ⁱ

Participates in ⁱ: Medicare and Medicaid

Ownership ⁱ: For profit - Corporation

Automatic sprinkler systems ⁱ in all required areas: Yes

Not in a Continuing Care

Retirement Community ⁱ (CCRC)

Not in a hospital ⁱ

Resident council only ⁱ

Star rating summary

Overall rating ⁱ

2 out of 5 stars

Below Average

Health inspection ⁱ

2 out of 5 stars

Below Average

Staffing ⁱ

3 out of 5 stars

Average

Quality measures ⁱ

2 out of 5 stars

Below Average

Ownership information

Ownership ⁱ: For profit - Corporation

Legal business name: FIVE NINETY SIX SHELDON ROAD OPERATIONS LLC

Get more ownership information

Health & fire safety inspections

SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER

596 SHELDON ROAD
 SAINT ALBANS, VT 05478
 (802) 524-6534

Distance ⁱ: 7.3 miles

Nursing home information

115 certified beds ⁱ

Participates in ⁱ: Medicare and Medicaid

Overall rating ⁱ

2 out of 5 stars

Below Average

Health inspection ⁱ

2 out of 5 stars

Below Average

▼ Health inspection summary

| | |
|---|---|
| Date of standard health inspection: | 03/16/2016 View Full Report |
| Date(s) of complaint inspection(s) between 6/1/2015 - 5/31/2016: | 02/22/2016 View Full Report |
| Total number of health deficiencies: | 2 |
| Average number of health deficiencies in Vermont: | 5.4 |
| Average number of health deficiencies in the United States: | 7.0 |
| View all health inspections | |

▼ Mistreatment: 0 deficiencies found

No Mistreatment deficiencies were found during this inspection period.

▼ Quality Care: 1 deficiency found

| Inspectors determined that the | Inspection Date | Date of Correction | Level of Harm | Residents Affected |
|--------------------------------|-----------------|--------------------|---------------|--------------------|
|--------------------------------|-----------------|--------------------|---------------|--------------------|

| Inspectors determined that the nursing home failed to: | Date | Correction | Level of Harm | Residents Affected |
|--|------------|---------------|---|--------------------|
| Provide care by qualified persons according to each resident's written plan of care. | 02/22/2016 | Not Available | 2 = Minimal harm or potential for actual harm | Few |

How to Read a Deficiency Chart

[View All Health Inspections](#)

▼ Resident Assessment: 0 deficiencies found

No Resident Assessment deficiencies were found during this inspection period.

▼ Resident Rights: 0 deficiencies found

No Resident Rights deficiencies were found during this inspection period.

▼ Nutrition and Dietary: 1 deficiency found

| Inspectors determined that the nursing home failed to: | Inspection Date | Date of Correction | Level of Harm | Residents Affected |
|--|-----------------|--------------------|---|--------------------|
| Store, cook, and serve food in a safe and clean way | 03/16/2016 | Not Available | 2 = Minimal harm or potential for actual harm | Some |

How to Read a Deficiency Chart

[View All Health Inspections](#)

▼ Pharmacy Services: 0 deficiencies found

No Pharmacy Services deficiencies were found during this inspection period.

▼ Environmental: 0 deficiencies found

No Environmental deficiencies were found during this inspection period.

▼ Administration: 0 deficiencies found

No Administration deficiencies were found during this inspection period.

▼ Fire safety summary

| | |
|--|-----|
| Total number of Fire Safety Deficiencies for this nursing home: | 0 |
| Average number of Fire Safety Deficiencies in Vermont : | 0.3 |
| Average number of Fire Safety Deficiencies in the United States: | 3.3 |
| Range of Fire Safety Deficiencies in Vermont : | 0-2 |

[View All Fire Safety Inspections](#)

▼ Building Construction: 0 deficiencies found

No Building Construction deficiencies were found during this inspection period.

▼ Interior Finish: 0 deficiencies found

No Interior Finish deficiencies were found during this inspection period.

▼ Corridor Walls and Doors: 0 deficiencies found

No Corridor Walls and Doors deficiencies were found during this inspection period.

▼ Vertical Openings: 0 deficiencies found

No Vertical Openings deficiencies were found during this inspection period.

▼ Smoke Compartmentation and Control: 0 deficiencies found

No Smoke Compartmentation and Control deficiencies were found during this inspection period.

▼ **Hazardous Area: 0 deficiencies found**

No Hazardous Area deficiencies were found during this inspection period.

▼ **Exit and Exit Access: 0 deficiencies found**

No Exit and Exit Access deficiencies were found during this inspection period.

▼ **Exit and Egress: 0 deficiencies found**

No Exit and Egress deficiencies were found during this inspection period.

▼ **Illumination and Emergency Power: 0 deficiencies found**

No Illumination and Emergency Power deficiencies were found during this inspection period.

▼ **Emergency Plans and Fire Drills: 0 deficiencies found**

No Emergency Plans and Fire Drills deficiencies were found during this inspection period.

▼ **Fire Alarm Systems: 0 deficiencies found**

No Fire Alarm Systems deficiencies were found during this inspection period.

▼ **Automatic Sprinkler Systems: 0 deficiencies found**

No Automatic Sprinkler Systems deficiencies were found during this inspection period.

▼ **Smoking Regulations: 0 deficiencies found**

No Smoking Regulations deficiencies were found during this inspection period.

▼ **Building Service Equipment: 0 deficiencies found**

No Building Service Equipment deficiencies were found during this inspection period.

▼ **Furnishings and Decorations: 0 deficiencies found**

No Furnishing and Decorations deficiencies were found during this inspection period.

▼ **Laboratories: 0 deficiencies found**

No Laboratories deficiencies were found during this inspection period.

▼ **Medical Gases and Anesthetizing Areas: 0 deficiencies found**

No Medical Gases and Anesthetizing Areas deficiencies were found during this inspection period.

▼ **Electrical: 0 deficiencies found**

No Electrical deficiencies were found during this inspection period.

▼ **Miscellaneous: 0 deficiencies found**

No Miscellaneous deficiencies were found during this inspection period.

▼ **Complaints and facility-reported incidents in the past 3 years**

| Inspectors determined that the nursing home failed to: | Inspection date | Date of correction | Level of harm | Residents affected |
|---|------------------------|---------------------------|---|---------------------------|
| Make sure services provided by the nursing facility meet professional standards of quality | 05/28/2014 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Make sure services provided by the nursing facility meet professional standards of quality | 10/06/2014 | 11/07/2014 | 2 = Minimal harm or potential for actual harm | Some |
| Provide care by qualified persons according to each resident's written plan of care. | 01/14/2014 | Not Available | 2 = Minimal harm or potential for actual harm | Few |

| | | | | |
|---|------------|---------------|---|------|
| Provide care by qualified persons according to each resident's written plan of care. | 02/22/2016 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Allow the resident the right to participate in the planning or revision of the resident's care plan. | 08/21/2013 | Not Available | 1 = Potential for minimal harm | Some |
| Make sure that doctors visit residents regularly, as required. | 01/14/2014 | Not Available | 1 = Potential for minimal harm | Some |
| Keep each resident's personal and medical records private and confidential. | 05/28/2014 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Give the resident the right to receive visitors. | 05/28/2014 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Provide enough notice before discharging or transferring a resident. | 12/30/2013 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Tell the resident or the resident's representative in writing how long the nursing home will hold the resident's bed. | 12/30/2013 | Not Available | 2 = Minimal harm or potential for actual harm | Some |
| Make sure that the nursing home area is free from accident hazards and risks and provides supervision to prevent avoidable accidents | 01/14/2014 | Not Available | 2 = Minimal harm or potential for actual harm | Few |

| | | | | |
|--|------------|---------------|---|------|
| Make sure that the nursing home area is free from accident hazards and risks and provides supervision to prevent avoidable accidents | 03/09/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Make sure that the nursing home area is free from accident hazards and risks and provides supervision to prevent avoidable accidents | 03/24/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Keep all essential equipment working safely. | 03/24/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Few |
| Make sure that the nursing home area is safe, easy to use, clean and comfortable for residents, staff and the public. | 03/09/2015 | Not Available | 2 = Minimal harm or potential for actual harm | Some |
| Keep accurate, complete and organized clinical records on each resident that meet professional standards | 10/06/2014 | 11/06/2014 | 2 = Minimal harm or potential for actual harm | Some |

Staffing

SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER

596 SHELDON ROAD
 SAINT ALBANS, VT 05478
 (802) 524-6534

Distance : 7.3 miles

Nursing home information

115 certified beds 

Participates in : Medicare and Medicaid

Overall rating ⁱ

2 out of 5 stars

Below Average

Staffing ⁱ

3 out of 5 stars

Average

RN staffing ⁱ

3 out of 5 stars

Average

| | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER | VERMONT AVERAGE | NATIONAL AVERAGE |
|---|---|------------------------|------------------------|
| Total number of residents | 75 | 70.5 | 86.4 |
| Total number of licensed nurse staff hours per resident per day | 1 hour and 54 minutes | 1 hour and 41 minutes | 1 hour and 42 minutes |
| RN hours per resident per day | 43 minutes | 57 minutes | 51 minutes |
| LPN/LVN hours per resident per day | 1 hour and 11 minutes | 44 minutes | 51 minutes |
| CNA hours per resident per day | 2 hours and 12 minutes | 2 hours and 32 minutes | 2 hours and 28 minutes |
| Physical therapy staff hours per resident per day | 8 minutes | 6 minutes | 6 minutes |
| How to read staffing charts About staff roles | | | |

Quality measures

SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER

596 SHELDON ROAD
SAINT ALBANS, VT 05478
(802) 524-6534

Distance ⁱ: 7.3 miles

Nursing home information

115 certified beds ⁱ

Participates in ⁱ: Medicare and Medicaid

Overall rating ⁱ

2 out of 5 stars

Below Average

Quality measures ⁱ

2 out of 5 stars

Below Average

▼ Short-stay residents

Find out why these measures are important.

Get more information about the data.

Get the current data collection period.

| | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER | VERMONT AVERAGE | NATIONAL AVERAGE |
|--|---|--------------------|---------------------|
| NEW Percentage of short-stay residents who made improvements in function. <i>Higher percentages are better.</i> | 57.8% | 72.4% | 63.6% |
| NEW Percentage of short-stay residents who were re-hospitalized after a nursing home admission. <i>Lower percentages are better.</i> | 23.9% | 15.9% | 21.1% |
| NEW Percentage of short-stay residents who have had an outpatient emergency department visit. <i>Lower percentages are better.</i> | 19.7% | 12.6% | 11.5% |
| NEW Percentage of short-stay residents who were successfully discharged to the community. <i>Higher percentages are better.</i> | 44.9% | 58.5% | 54.9% |
| Percentage of short-stay residents who self-report moderate to severe pain. <i>Lower percentages are better.</i> | 12.5% | 20.1% | 17.1% |
| Percentage of short-stay residents with pressure ulcers that are new or worsened. <i>Lower percentages are better.</i> | 1.6% | 0.8% | 1.3% |
| Percentage of short-stay residents assessed and given, appropriately, the seasonal influenza vaccine. | 91.4% | 82.3% | 80.3% |

| | | | |
|---|-------|-------|-------|
| <i>Higher percentages are better.</i> | | | |
| Percentage of short-stay residents assessed and given, appropriately, the pneumococcal vaccine. <i>Higher percentages are better.</i> | 72.2% | 79.5% | 81.1% |
| Percentage of short-stay residents who newly received an antipsychotic medication. <i>Lower percentages are better.</i> | 3.5% | 1.8% | 2.2% |

▼ Long-stay residents

Find out why these measures are important.

Get more information about the data.

Get the current data collection period.

| | SAINT ALBANS HEALTHCARE AND REHABILITATION CENTER | VERMONT AVERAGE | NATIONAL AVERAGE |
|--|---|--------------------|---------------------|
| Percentage of long-stay residents experiencing one or more falls with major injury. <i>Lower percentages are better.</i> | 8.9% | 3.9% | 3.3% |
| Percentage of long-stay residents with a urinary tract infection. <i>Lower percentages are better.</i> | 5.0% | 4.5% | 4.9% |
| Percentage of long-stay residents who self-report moderate to severe pain. <i>Lower percentages are better.</i> | 8.2% | 13.0% | 8.5% |
| Percentage of long-stay high-risk residents with pressure ulcers. <i>Lower percentages are better.</i> | 1.3% | 4.3% | 5.8% |
| Percentage of long-stay low-risk residents who lose control of their bowels or bladder. <i>Lower percentages are better.</i> | 53.5% | 48.1% | 46.3% |

| | | | |
|---|-------|-------|-------|
| Percentage of long-stay residents who have/had a catheter inserted and left in their bladder. <i>Lower percentages are better.</i> | 1.9% | 3.7% | 3.1% |
| Percentage of long-stay residents who were physically restrained. <i>Lower percentages are better.</i> | 0.0% | 0.2% | 0.8% |
| NEW Percentage of long-stay residents whose ability to move independently worsened. <i>Lower percentages are better.</i> | 24.4% | 20.9% | 18.2% |
| Percentage of long-stay residents whose need for help with daily activities has increased. <i>Lower percentages are better.</i> | 27.3% | 18.3% | 15.3% |
| Percentage of long-stay residents who lose too much weight. <i>Lower percentages are better.</i> | 11.0% | 7.3% | 7.1% |
| Percentage of long-stay residents who have depressive symptoms. <i>Lower percentages are better.</i> | 5.1% | 11.1% | 5.5% |
| NEW Percentage of long-stay residents who received an antianxiety or hypnotic medication. <i>Lower percentages are better.</i> | 23.5% | 20.9% | 23.6% |
| Percentage of long-stay residents assessed and given, appropriately, the seasonal influenza vaccine. <i>Higher percentages are better.</i> | 98.7% | 95.7% | 94.5% |
| Percentage of long-stay residents assessed and given, appropriately, the pneumococcal vaccine. <i>Higher percentages are better.</i> | 95.6% | 91.8% | 93.3% |
| Percentage of long-stay residents who received an antipsychotic medication. <i>Lower percentages are better.</i> | 20.6% | 17.0% | 17.4% |

Penalties

REHABILITATION CENTER

596 SHELDON ROAD
SAINT ALBANS, VT 05478
(802) 524-6534

Distance ⁱ: 7.3 miles

Nursing home information

115 certified beds ⁱ

Participates in ⁱ: Medicare and Medicaid

Overall rating ⁱ

2 out of 5 stars

Below Average

| Federal fines in the last 3 years | Date | Amount |
|--|------------|--------|
| Fines | 03/12/2014 | \$1300 |
| Federal payment denials in the last 3 years | Date | |
| This nursing home has not received any payment denials in the last 3 years. States may also impose penalties under state law. To search state websites click here . | | |

Attachment J

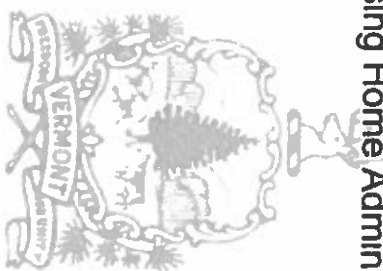


State of Vermont

Nursing Home Administrator



Coleen Kohaut
672 Sheldon Rd
Saint Albans, VT 05478-8014



Credential #: 027.0000371
Status: ACTIVE
Effective: 04/01/2016
Expires: 03/31/2018

James C. Andro
Secretary of State

For the most accurate and up to date record of licensure, please visit www.vtprofessionals.org

Coleen Condon Kohaut, B.S., NHA

7/14/2016

616 Sheldon Road, St. Albans, Vermont 05478
(802)598-3256
ckohaut@franklincountyrehab.com
www.franklincountyrehab.com

EXPERIENCE

Administrator, Owner | Franklin County Rehab Center

2004 – Present

Constructed 64 Bed Skilled Nursing Home Facility and moved residents to new location.

Responsible for the overall operations, leadership, management and success of the facility. Responsible for financial management, quality assurance, regulatory management, business development goals and maximization of revenue, family relations, resident care.

Manager, Owner | Holiday House Residential Care Home

2004 - Present

Started 40 bed residential Care Home when Skilled Nursing Home operations of this facility were moved from this location to our brand new building Franklin County Rehab Center.

Responsible for overall operations, leadership and management of facility.

Oversight of facilities participation in the Enhanced Residential Care program under the Medicaid Choices of Care Waiver- Started in 2005 to present.

Owner | The Villa Rehab Center

2015 - Present

30 Bed Skilled Nursing Facility Located in St. Albans, Vermont

Assistant Administrator | Holiday House Nursing Home

1998 - 2004

Assistance of Nursing Home administrator in directing day to day operations of a 64-bed facility in accordance with current Federal, State standards. Oversee Housekeeping, Laundry, and Activities Departments. Member of Quality Assurance meeting

Assistant VP of Marketing/ | American Health Care Software - 1997-1998

Direct phone support of long term care financial and clinical software. Trained customers on the MDS, financial and clinical software programs.
Responsible for marketing new software packages.

EDUCATION

Saint Michael's College, Colchester VT.

1996

Bachelors of Science, Business Administration.

18 Credits towards Master's in Business Administration

LICENSURE

Vermont Licensed Nursing Home Administrator

License Number: 027.0000371

CERTIFICATION:

MEDICARE BOOT CAMP

VOLUNTEER / BOARD SERVICE

- Board Member and President of Champlain Valley Agency on Aging Board of Directors. 2006-2013
- Long Term Care Coalition Member – 2005-2011
- Board Member- Union Bank Advisory Board 2008-Present
- President and Board Member of Franklin County Regional Chamber of Commerce 2004-2008.
- Franklin County Industrial Committee- Board Member 2013-Present- Finance and Personnel Committees
- Member American College of Health Care Administrators- 2011-Present
- Northwestern Medical Center- Scholarship Board 2012-present
- ONE CARE- Franklin County Clinical Advisory Board 2014-present

Assistant VP of Marketing/ | American Health Care Software - 1997-1998

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1996

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18 Credits towards Master's in Business Administration

LICENSURE

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License Number: 027.0000371

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- Franklin County Industrial Committee- Board Member 2013-Present- Finance and Personnel Committees
- Member American College of Health Care Administrators- 2011-Present
- Northwestern Medical Center- Scholarship Board 2012-present
- ONE CARE- Franklin County Clinical Advisory Board 2014-present

Coleen Condon Kohaut, B.S., NHA

7/14/2016

616 Sheldon Road, St. Albans, Vermont 05478
(802)598-3256
ckohaut@franklincountyrehab.com
www.franklincountyrehab.com

EXPERIENCE

Administrator, Owner | Franklin County Rehab Center

2004 – Present

Constructed 64 Bed Skilled Nursing Home Facility and moved residents to new location.

Responsible for the overall operations, leadership, management and success of the facility. Responsible for financial management, quality assurance, regulatory management, business development goals and maximization of revenue, family relations, resident care.

Manager, Owner | Holiday House Residential Care Home

2004 - Present

Started 40 bed residential Care Home when Skilled Nursing Home operations of this facility were moved from this location to our brand new building Franklin County Rehab Center.

Responsible for overall operations, leadership and management of facility.

Oversight of facilities participation in the Enhanced Residential Care program under the Medicaid Choices of Care Waiver- Started in 2005 to present.

Owner | The Villa Rehab Center

2015 - Present

30 Bed Skilled Nursing Facility Located in St. Albans, Vermont

Assistant Administrator | Holiday House Nursing Home

1998 - 2004

Assistance of Nursing Home administrator in directing day to day operations of a 64-bed facility in accordance with current Federal, State standards. Oversee Housekeeping, Laundry, and Activities Departments. Member of Quality Assurance meeting

Coleen Condon Kohaut, B.S., NHA

7/14/2016

616 Sheldon Road, St. Albans, Vermont 05478
(802)598-3256
ckohaut@franklincountyrehab.com
www.franklincountyrehab.com

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Responsible for marketing new software packages.

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1996

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18 Credits towards Master's in Business Administration

LICENSURE

Vermont Licensed Nursing Home Administrator

License Number: 027.0000371

CERTIFICATION:

MEDICARE BOOT CAMP

VOLUNTEER / BOARD SERVICE

- Board Member and President of Champlain Valley Agency on Aging Board of Directors. 2006-2013
- Long Term Care Coalition Member – 2005-2011
- Board Member- Union Bank Advisory Board 2008-Present
- President and Board Member of Franklin County Regional Chamber of Commerce 2004-2008.
- Franklin County Industrial Committee- Board Member 2013-Present- Finance and Personnel Committees
- Member American College of Health Care Administrators- 2011-Present
- Northwestern Medical Center- Scholarship Board 2012-present
- ONE CARE- Franklin County Clinical Advisory Board 2014-present

Attachment K

Annette Blanchard
954 Cline Road
St. Albans Vermont 05478
802-782-9347

Education:

Bachelors of Science in Biology-Trinity College 1988- Cum Laude
Bachelors of Science in Nursing- University of Vermont 1991-Sigma Theta Tau

Employment History:

Director of Nursing-2015-present –Franklin County Rehab Facility; duties include overall supervision and management of clinical aspects of care of Residents at facility including hiring of clinical staff, performance improvement and quality for clinical programs, over site of staff supervision, training and education.

Hospice and Home Care Clinical Nurse Manager 2000-2015–Franklin County Home Health Agency; Duties include overall management of Hospice program operations, staff training and education, direct patient care, supervision of clinical staff and direct patient care staff in home care and hospice, infection control program management. Well versed in OASIS, home care and hospice Medicare Conditions of Participation.

Patient Care Coordinator/Infection control RN-Northwestern Medical Center 1999-2000
Duties included discharge planner, utilization review and infection control program management

Program Manager-Hospice of the Champlain Valley-Visiting Nurse Association of Chittenden and Grand Isle County 1998-1998; duties included supervision of clinical staff, operation of budget, collaboration with physicians, other providers, and community health organizations, management of referrals and Hospice operations and direct clinical care.

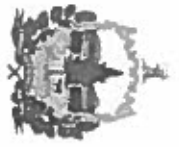
Registered Nurse- VNA's End of Life Care Division- Visiting Nurse Association of Chittenden and Grand Isle County 1993-1998; duties included direct case management and clinical coordination.

Registered Nurse- Oncology Unit-Fletcher Allen Health Care 1992-1993; Staff RN position with Charge RN responsibilities and Chemotherapy certification

Registered Nurse- Medical Surgical Unit-Fletcher Allen Health Care 1991-1992; Staff RN position with Charge RN responsibilities

Training, Certifications and Memberships

Pediatric Palliative Care Certification
MDS certification



The Vermont Secretary of State, Office of Professional Regulation considers the information contained on this website to be a secure, primary source for license verification. The Office certifies this information is current as of the date and time noted below.

For conduct decisions concluded after the year 2000, a scanned copy of the disciplinary action may be viewed online by clicking [here](#). If you require further information, please contact the [docket clerk](#). If no discipline is listed below, we have no disciplinary records on file.

Cases indicating "Charges Filed" or "Pending Hearing" are allegations only and must be proved at a hearing held by the licensing authority to be considered unprofessional conduct.

Lookup Detail View

Name and Address

| Name | City/Town | State | Zip Code | Country |
|-----------------------|------------------------------|-------|------------|---------------|
| Ms. Annette Blanchard | Saint ^l %20Albans | VT | 05478-3003 | United States |

Licensee Information

| License | License Type | Original Issue Date | Current Effective Date | Expiration Date | Status | Endorsements |
|-------------|------------------|---------------------|------------------------|-----------------|--------|--------------|
| 026.0020110 | Registered Nurse | 07/10/1991 | 04/01/2015 | 03/31/2017 | ACTIVE | |

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Attachment L

Callie Kohaut

616 Sheldon Road, St. Albans, Vermont

518-796-3508

Callie@franklincountyrehab.com

Professional Profile Business Startup-Owner/Operator- Construction and Design Build Contracting Company for over 20 Years. Operations included Electrical, Plumbing, Building, Mechanical, Excavation and Concrete Work.

- CEO and Management
- Budgeting
- Estimating
- Accounting
- Payroll
- Cost/Expense Reporting
- Human Resources
- Design/Engineering
- Negotiating
- Scheduling
- Construction and building Maintenance
- Interpersonal Skills

Holiday House Residential Care- CEO/Co-Owner- 2010- Present

Professional Accomplishments NJ, NY & VT Licensed and Bonded as required
Performed contracts with the following entities

- Military & Nuclear
- Federal, State and Municipal Government
- Industrial
- Airports
- Industrial Farms
- Correctional Facilities
- Nursing Homes & Hospitals
- Banking Institutions
- Schools & Colleges
- Church and Religious Establishments
- High Voltage and Powerline Construction, Maintenance and repair.
- Fiber Optic Installation and Splicing
- High Voltage Cable Splicer
- Co-Owner and operator of a 42 bed Residential Care Home

Work History

1991- Present

Startup-Owner/Operator, All Phase Electric , Ticonderoga, NY

2010- Present

Owner/ CEO , Holiday House Residential Care Home , St. Albans, VT

2015-Present

Owner/ Villa Rehab Center, St. Albans, Vermont 05478

Education National Master Electrician Course
VT Master Electrician Exam Preparation
High Voltage Maintenance and Repair

High Voltage Certified Splicer Courses
High Voltage Testing and Fault Locating
Fire Alarm & Security Courses
Fiber Optic Certified Installer/Splicer Courses
Airfield Lighting Maintenance Course
Business Management Courses
Financial Courses

Health Care Related Courses since 2010: 84 CEU's Courses include:

Various courses- Quality improvement, finance and rate setting, antipsychotic reduction, OSHA, Dementia training- Oasis, Medicare & Medicaid guidelines.

Licensure/Certification

- NY Master Electrician License 1995- Present
- VT Master Electrician License 2010- Present
- High Voltage Certified Splicer 1996- Present
- High Voltage Testing and Fault Locating 1998- Present
- NY Fire Alarm License 1996-2013
- Medicare Boot Camp Certification 2015

Callie Kohaut

616 Sheldon Road, St. Albans, Vermont

518-796-3508

Callie@franklincountyrehab.com

Professional Profile Business Startup-Owner/Operator- Construction and Design Build Contracting Company for over 20 Years. Operations included Electrical, Plumbing, Building, Mechanical, Excavation and Concrete Work.

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- Budgeting
- Estimating
- Accounting
- Payroll
- Cost/Expense Reporting
- Human Resources
- Design/Engineering
- Negotiating
- Scheduling
- Construction and building Maintenance
- Interpersonal Skills

Holiday House Residential Care- CEO/Co-Owner- 2010- Present

Professional Accomplishments

NJ, NY & VT Licensed and Bonded as required
Performed contracts with the following entities

- Military & Nuclear
- Federal, State and Municipal Government
- Industrial
- Airports
- Industrial Farms
- Correctional Facilities
- Nursing Homes & Hospitals
- Banking Institutions
- Schools & Colleges
- Church and Religious Establishments
- High Voltage and Powerline Construction, Maintenance and repair.
- Fiber Optic Installation and Splicing
- High Voltage Cable Splicer
- Co-Owner and operator of a 42 bed Residential Care Home

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2015-Present

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High Voltage Certified Splicer Courses
High Voltage Testing and Fault Locating
Fire Alarm & Security Courses
Fiber Optic Certified Installer/Splicer Courses
Airfield Lighting Maintenance Course
Business Management Courses
Financial Courses

Health Care Related Courses since 2010: 84 CEU's Courses include:

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- VT Master Electrician License 2010- Present
- High Voltage Certified Splicer 1996- Present
- High Voltage Testing and Fault Locating 1998- Present
- NY Fire Alarm License 1996-2013
- Medicare Boot Camp Certification 2015

Attachment M

CURRICULUM VITAE

TEIG DRY MARCO
1199 MAIN STREET
FAIRFAX, VT 05454
(802)849-2844

PERSONAL DATA

Birthplace Dayton, Ohio USA
 Date of Birth April 16, 1949
 Marital Status Married
 Social Security 246-80-6048
 Languages English

EDUCATION

High School Ragsdale High School, Jamestown, NC 1967
 Undergraduate University of North Carolina at Chapel Hill 1967-1970
 1972-1974
 BA Biology/Psychology June 1974
 Virginia Commonwealth University, Richmond, VA
 Post Graduate Studies 1978-1980

GRADUATE

St George's University School of Medicine, Grenada, West Indies 1980-1985
 M.D. June 1985

POST GRADUATE

PGY1 Internal Medicine Residency, Methodist Hospital 1986-1987
 PGY2 and 3 Internal Medicine Residency, Methodist Hospital, Brooklyn, NY 1987-1989

Medical Certifications

Certified Operating Room Technician
 ECFMG

Military

Hospital Corpsman 2nd Class – US Navy
 Emergency Room, Great Lakes Naval Hospital
 Intensive Care Unit, Portsmouth Naval Hospital

Honorable Discharge 07/06/75

RESEARCH

Testosterone Levels in Women with Polycystic Ovaries 1974-1976

PROFESSIONAL EXPERIENCE

Kingstown General Hospital, St Vincent, WI, preclinical studies- spring 1983
 Royal United Hospital, Bath, England-Internal Medicine, Surgery, OB/GYN
 Pediatrics, Psychiatry 1983-1984
 Coney Island Hospital, Brooklyn, NY, Neurology-fall 1984
 The Methodist Hospital, Brooklyn, NY, Hematology/Oncology
 Sub-Internship in Internal Medicine, Endocrinology, Radiology 1984-1985

CURRICULUM VITAE

**TEIG DRY MARCO
1199 MAIN STREET
FAIRFAX, VT 05454
(802)849-2844**

EMPLOYMENT

| | |
|--|--------------|
| Operating Room Technician, St Mary's Hospital, Richmond, VA | 1976-1980 |
| Medical College of Virginia Hospital, Richmond, VA | |
| Office Manager/Physician's Assistant | 1985-1986 |
| Private Practice in Family Medicine/Internal Medicine, Fairfax, VT | 1989-present |

HOSPITAL AFFILIATIONS

| | |
|--|--------------|
| Active Staff, Northwestern Medical Center, St Albans, VT | 1989-present |
|--|--------------|

SOCIETIES

| | |
|--|--------------|
| Vermont State Medical Society | 1989-present |
| Franklin County Medical Society | 1989-present |
| Member, American College of Physicians | 1989-present |
| American Medical Directors Certification Program | |



Vermont Board of Medical Practice

Lookup Detail View

Name and Address

| Name | Public Address | Actions |
|----------------|--|--------------------------------------|
| Teig Dry Marco | 1199 Main Street Fairfax, VT 05454-9530 | Board Action on File |

Registration Information

| License Type | License | Status | First Date Licensed | Issue Date | Expiration Date |
|--------------|-------------|-------------|---------------------|------------|-----------------|
| Physician | 042.0007992 | REPRIMANDED | 07/03/1989 | 10/18/2014 | 11/30/2016 |

Specialties

| Specialty |
|-------------------|
| Internal Medicine |

Supervisees

| Supervisee | License | License Type | Relationship Type | Practice Location |
|-------------------|-------------|---------------------|------------------------------------|--------------------------------|
| Jayne D Collins | 055.0031172 | Physician Assistant | Secondary Supervising Professional | Michael Corrigan MD |
| Kristen E Vickers | 055.0031185 | Physician Assistant | Secondary Supervising Professional | Fairfax Assoc |
| Martha J Walker | 055.0030921 | Physician Assistant | Secondary Supervising Professional | Fairfax Associates in Medicine |

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Attachment N

**Franklin County Rehab
Transfer of ownership interest**

Required Tables

When completing the tables please note that you need only fill-in the **shaded fields**. Fields with diagonal lines indicating **N/A** do not require an entry. The CON Application Form tables, when completed electronically, are set up to calculate totals as well as pre-populate fields in other tables for you. If you have any questions please contact Division staff. Also, please contact Division staff prior to determining if a given table may not be applicable for your project.

Applicants are encouraged to submit an electronic version of a completed application via attachment to email. Please send electronic versions as attachments to email addressed to: Donna.Jerry@state.vt.us

| <u>Table</u> | <u>Description</u> |
|--------------|--|
| 1 | Project Costs |
| 2 | Debt Financing Arrangement: Sources & Uses of Funds |
| 3A | Income Statement: Without Project |
| 3B | Income Statement: Project Only |
| 3C | Income Statement: With Project (no 'fill-in' required) |
| 4A | Balance Sheet - Unrestricted Funds: Without Project |
| 4B | Balance Sheet - Unrestricted Funds: Project Only |
| 4C | Balance Sheet - Unrestricted Funds: With Project (no 'fill-in' required) |
| 5A | Statement of Cash Flows: Without Project |
| 5B | Statement of Cash Flows: Project Only |
| 5C | Statement of Cash Flows: With Project (no 'fill-in' required) |
| 6A | Revenue Source Projections: Without Project |
| 6B | Revenue Source Projections: Project Only |
| 6C | Revenue Source Projections: With Project (no 'fill-in' required) |
| 7 | Utilization Projections: Totals |
| 8 | Utilization Projections: Project Specific |
| 9 | Staffing Projections: Totals |

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 1
PROJECT COSTS

| Construction Costs | |
|---|-------------|
| 1. New Construction | \$ - |
| 2. Renovation | NOT |
| 3. Site Work | APPLICABLE |
| 4. Fixed Equipment | - |
| 5. Design/Bidding Contingency | - |
| 6. Construction Contingency | - |
| 7. Construction Manager Fee | - |
| 8. Other (please specify) | - |
| Subtotal | \$ - |
| Related Project Costs | |
| 1. Major Moveable Equipment | \$ - |
| 2. Furnishings, Fixtures & Other Equip. | - |
| 3. Architectural/Engineering Fees | - |
| 4. Land Acquisition | - |
| 5. Purchase of Buildings | - |
| 6. Administrative Expenses & Permits | - |
| 7. Debt Financing Expenses (see below) | - |
| 8. Debt Service Reserve Fund | - |
| 9. Working Capital | - |
| 10. Other (please specify) | - |
| Subtotal | \$ - |
| Total Project Costs | \$ - |

| Debt Financing Expenses | |
|---|-------------|
| 1. Capital Interest | \$ - |
| 2. Bond Discount or Placement Fee | - |
| 3. Misc. Financing Fees & Exp. (issuance costs) | - |
| 4. Other | - |
| Subtotal | \$ - |
| Less Interest Earnings on Funds | |
| 1. Debt Service Reserve Funds | \$ - |
| 2. Capitalized Interest Account | - |
| 3. Construction Fund | - |
| 4. Other | - |
| Subtotal | \$ - |
| Total Debt Financing Expenses | \$ - |
| feeds to line 7 above | |



NOTE: When completing this table make entries in the shaded fields only.

**Franklin County Rehab
Transfer of ownership interest**

**TABLE 2
DEBT FINANCING ARRANGEMENT, SOURCES & USES OF FUNDS**

| Sources of Funds | | | |
|-----------------------------|-----|-----|-------------|
| 1. Financing Instrument | N/A | | |
| a. Interest Rate | | | |
| b. Loan Period | | To: | |
| c. Amount Financed | | | \$ - |
| 2. Equity Contribution | | | - |
| 3. Other Sources | | | |
| a. Working Capital | | | - |
| b. Fundraising | | | - |
| c. Grants | | | - |
| d. Other | | | - |
| Total Required Funds | | | \$ - |

| Uses of Funds | | |
|---|--|-------------|
| <u>Project Costs (feeds from Table 1)</u> | | |
| 1. New Construction | | \$ - |
| 2. Renovation | | NOT |
| 3. Site Work | | APPLICABLE |
| 4. Fixed Equipment | | - |
| 5. Design/Bidding Contingency | | - |
| 6. Construction Contingency | | - |
| 7. Construction Manager Fee | | - |
| 8. Major Moveable Equipment | | - |
| 9. Furnishings, Fixtures & Other Equip. | | - |
| 10. Architectural/Engineering Fees | | - |
| 11. Land Acquisition | | - |
| 12. Purchase of Buildings | | - |
| 13. Administrative Expenses & Permits | | - |
| 14. Debt Financing Expenses | | - |
| 15. Debt Service Reserve Fund | | - |
| 16. Working Capital | | - |
| 17. Other (please specify) | | - |
| Total Uses of Funds | | \$ - |

Total sources should equal total uses of funds.

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 6A
REVENUE SOURCE PROJECTIONS
WITHOUT PROJECT

| | Latest Actual 2015 | % of Total | Budget 2016 | % of Total | Proposed Year 1 2017 | % of Total | Proposed Year 2 2018 | % of Total | Proposed Year 3 2019 | % of Total |
|---------------------------------|-----------------------|---------------|----------------|---------------|----------------------------|---------------|----------------------------|---------------|----------------------------|---------------|
| Gross Inpatient Revenue | | | | | | | | | | |
| Medicare | \$ 2,324,681 | 35.1% | \$ 2,371,175 | 34.6% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Medicaid | 2,869,668 | 43.3% | 2,927,061 | 42.7% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Commercial | | 0.0% | - | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Self Pay | 1,578,791 | 23.8% | 1,610,367 | 23.5% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Free Care / Bad Debt | (150,691) | -2.3% | (50,000) | -0.7% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Other | | 0.0% | | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| | \$ 6,622,449 | 100.0% | \$ 6,858,603 | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Outpatient Revenue | | | | | | | | | | |
| Medicare | \$ - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Medicaid | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Commercial | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Self Pay | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Free Care / Bad Debt | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Other | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Other Revenue | | | | | | | | | | |
| Medicare | \$ 182,151 | 61.0% | \$ 185,794 | 61.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Medicaid | - | 0.0% | - | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Commercial | - | 0.0% | - | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Self Pay | 105,422 | 35.3% | 107,530 | 35.3% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Free Care / Bad Debt | | 0.0% | - | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Other | 10,791 | 3.6% | 11,007 | 3.6% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| | \$ 298,364 | 100.0% | \$ 304,331 | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Patient Revenue | | | | | | | | | | |
| Medicare | \$ 2,506,832 | 36.2% | \$ 2,556,969 | 35.7% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Medicaid | 2,869,668 | 41.5% | 2,927,061 | 40.9% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Commercial | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | 1,684,213 | 24.3% | 1,717,897 | 24.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | (150,691) | -2.2% | (50,000) | -0.7% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | 10,791 | 0.2% | 11,007 | 0.2% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| | \$ 6,920,813 | 100.0% | \$ 7,162,934 | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Deductions from Revenue | | | | | | | | | | |
| Medicare | \$ (988,332) | 138.0% | \$ (1,008,099) | 138.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Medicaid | 265,739 | -37.1% | 271,054 | -37.1% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Commercial | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | 6,356 | -0.9% | 6,483 | -0.9% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| | \$ (716,237) | 100.0% | \$ (730,562) | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Net Patient Revenue | | | | | | | | | | |
| Medicare | \$ 3,495,164 | 45.8% | \$ 3,565,067 | 45.2% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Medicaid | 2,603,929 | 34.1% | 2,656,008 | 33.6% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Commercial | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | 1,677,857 | 22.0% | 1,711,414 | 21.7% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | (150,691) | -2.0% | (50,000) | -0.6% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | 10,791 | 0.1% | 11,007 | 0.1% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| DSP* | | 0.0% | | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| | \$ 7,637,050 | 100.0% | \$ 7,893,496 | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |

Latest actual numbers should tie to the hospital budget process.

* Disproportionate share payments

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 6B
REVENUE SOURCE PROJECTIONS
PROJECT ONLY

| | Latest Actual 2015 | % of Total | Budget 2016 | % of Total | Proposed Year 1 2017 | % of Total | Proposed Year 2 2018 | % of Total | Proposed Year 3 2019 | % of Total |
|---------------------------------|-----------------------|---------------|----------------|---------------|----------------------------|---------------|----------------------------|---------------|----------------------------|---------------|
| Gross Inpatient Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ 2,418,598 | 34.6% | \$ 2,466,970 | 34.6% | \$ 2,516,309 | 34.6% |
| Medicaid | N/A | | - | #DIV/0! | \$ 2,985,603 | 42.7% | \$ 3,045,315 | 42.7% | \$ 3,106,221 | 42.7% |
| Commercial | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | \$ 1,642,574 | 23.5% | \$ 1,675,426 | 23.5% | \$ 1,708,934 | 23.5% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | \$ (51,000) | -0.7% | \$ (52,020) | -0.7% | \$ (53,060) | -0.7% |
| Other | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| | N/A | | \$ - | #DIV/0! | \$ 6,995,775 | 100.0% | \$ 7,135,690 | 100.0% | \$ 7,278,404 | 100.0% |
| Gross Outpatient Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Medicaid | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Commercial | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| | N/A | | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Other Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ 189,510 | 61.0% | \$ 193,300 | 61.0% | \$ 197,166 | 61.0% |
| Medicaid | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Commercial | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | \$ 109,681 | 35.3% | \$ 111,875 | 35.3% | \$ 114,112 | 35.3% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Other | N/A | | - | #DIV/0! | \$ 11,227 | 3.6% | \$ 11,451 | 3.6% | \$ 11,681 | 3.6% |
| | N/A | | \$ - | #DIV/0! | \$ 310,418 | 100.0% | \$ 316,626 | 100.0% | \$ 322,959 | 100.0% |
| Gross Patient Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ 2,608,108 | 35.7% | \$ 2,660,270 | 35.7% | \$ 2,713,476 | 35.7% |
| Medicaid | N/A | | - | #DIV/0! | 2,985,603 | 40.9% | 3,045,315 | 40.9% | 3,106,221 | 40.9% |
| Commercial | N/A | | - | #DIV/0! | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | 1,752,255 | 24.0% | 1,787,300 | 24.0% | 1,823,046 | 24.0% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | (51,000) | -0.7% | (52,020) | -0.7% | (53,060) | -0.7% |
| Other | N/A | | - | #DIV/0! | 11,227 | 0.2% | 11,451 | 0.2% | 11,681 | 0.2% |
| | N/A | | \$ - | #DIV/0! | \$ 7,306,193 | 100.0% | \$ 7,452,317 | 100.0% | \$ 7,601,363 | 100.0% |
| Deductions from Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ (1,028,261) | 138.0% | \$ (1,048,826) | 138.0% | \$ (1,069,802) | 138.0% |
| Medicaid | N/A | | - | #DIV/0! | \$ 276,475 | -37.1% | \$ 282,004 | -37.1% | \$ 287,644 | -37.1% |
| Commercial | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | \$ 6,613 | -0.9% | \$ 6,745 | -0.9% | \$ 6,880 | -0.9% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Other | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| | N/A | | \$ - | #DIV/0! | \$ (745,173) | 100.0% | \$ (760,076) | 100.0% | \$ (775,278) | 100.0% |
| Net Patient Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ 3,636,369 | 45.2% | \$ 3,709,096 | 45.2% | \$ 3,783,278 | 45.2% |
| Medicaid | N/A | | - | #DIV/0! | 2,709,128 | 33.6% | 2,763,310 | 33.6% | 2,818,576 | 33.6% |
| Commercial | N/A | | - | #DIV/0! | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | 1,745,642 | 21.7% | 1,780,555 | 21.7% | 1,816,166 | 21.7% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | (51,000) | -0.6% | (52,020) | -0.6% | (53,060) | -0.6% |
| Other | N/A | | - | #DIV/0! | 11,227 | 0.1% | 11,451 | 0.1% | 11,681 | 0.1% |
| DSP* | N/A | | N/A | | N/A | | N/A | | N/A | |
| | N/A | | \$ - | #DIV/0! | \$ 8,051,366 | 100.0% | \$ 8,212,393 | 100.0% | \$ 8,376,641 | 100.0% |

Latest actual numbers should tie to the hospital budget process.

* Disproportionate share payments

NOTE: This table requires no 'fill-in' as it will automatically populate from Tables 6A & 6B.

Franklin County Rehab
Transfer of ownership interest
TABLE 6C
REVENUE SOURCE PROJECTIONS
WITH PROJECT

| | Latest Actual 2015 | % of Total | Budget 2016 | % of Total | Proposed Year 1 2017 | % of Total | Proposed Year 2 2018 | % of Total | Proposed Year 3 2019 | % of Total |
|---------------------------------|-----------------------|----------------|---------------------|----------------|----------------------------|----------------|----------------------------|----------------|----------------------------|----------------|
| Gross Inpatient Revenue | | | | | | | | | | |
| Medicare | \$ 2,324,681 | 35.1% | \$ 2,371,175 | 34.6% | \$ 2,418,598 | 34.6% | \$ 2,466,970 | 34.6% | \$ 2,516,309 | 34.6% |
| Medicaid | 2,869,668 | 43.3% | 2,927,061 | 42.7% | 2,985,603 | 42.7% | 3,045,315 | 42.7% | 3,106,221 | 42.7% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 1,578,791 | 23.8% | 1,610,367 | 23.5% | 1,642,574 | 23.5% | 1,675,426 | 23.5% | 1,708,934 | 23.5% |
| Free Care / Bad Debt | (150,691) | -2.3% | (50,000) | -0.7% | (51,000) | -0.7% | (52,020) | -0.7% | (53,060) | -0.7% |
| Other | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| | \$ 6,622,449 | 100.0% | \$ 6,858,603 | 100.0% | \$ 6,995,775 | 100.0% | \$ 7,135,690 | 100.0% | \$ 7,278,404 | 100.0% |
| Gross Outpatient Revenue | | | | | | | | | | |
| Medicare | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Medicaid | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Commercial | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Other Revenue | | | | | | | | | | |
| Medicare | \$ 182,151 | 61.0% | \$ 185,794 | 61.0% | \$ 189,510 | 61.0% | \$ 193,300 | 61.0% | \$ 197,166 | 61.0% |
| Medicaid | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 105,422 | 35.3% | 107,530 | 35.3% | 109,681 | 35.3% | 111,875 | 35.3% | 114,112 | 35.3% |
| Free Care / Bad Debt | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Other | 10,791 | 3.6% | 11,007 | 3.6% | 11,227 | 3.6% | 11,451 | 3.6% | 11,681 | 3.6% |
| | \$ 298,364 | 100.0% | \$ 304,331 | 100.0% | \$ 310,418 | 100.0% | \$ 316,626 | 100.0% | \$ 322,959 | 100.0% |
| Gross Patient Revenue | | | | | | | | | | |
| Medicare | \$ 2,506,832 | 36.2% | \$ 2,556,969 | 35.7% | \$ 2,608,108 | 35.7% | \$ 2,660,270 | 35.7% | \$ 2,713,476 | 35.7% |
| Medicaid | 2,869,668 | 41.5% | 2,927,061 | 40.9% | 2,985,603 | 40.9% | 3,045,315 | 40.9% | 3,106,221 | 40.9% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 1,684,213 | 24.3% | 1,717,897 | 24.0% | 1,752,255 | 24.0% | 1,787,300 | 24.0% | 1,823,046 | 24.0% |
| Free Care / Bad Debt | (150,691) | -2.2% | (50,000) | -0.7% | (51,000) | -0.7% | (52,020) | -0.7% | (53,060) | -0.7% |
| Other | 10,791 | 0.2% | 11,007 | 0.2% | 11,227 | 0.2% | 11,451 | 0.2% | 11,681 | 0.2% |
| | \$ 6,920,813 | 100.0% | \$ 7,162,934 | 100.0% | \$ 7,306,193 | 100.0% | \$ 7,452,317 | 100.0% | \$ 7,601,363 | 100.0% |
| Deductions from Revenue | | | | | | | | | | |
| Medicare | \$ (988,332) | 138.0% | \$ (1,008,099) | 138.0% | \$ (1,028,261) | 138.0% | \$ (1,048,826) | 138.0% | \$ (1,069,802) | 138.0% |
| Medicaid | 265,739 | -37.1% | 271,054 | -37.1% | 276,475 | -37.1% | 282,004 | -37.1% | 287,644 | -37.1% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 6,356 | -0.9% | 6,483 | -0.9% | 6,613 | -0.9% | 6,745 | -0.9% | 6,880 | -0.9% |
| Free Care / Bad Debt | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Other | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| | \$ (716,237) | 100.0% | \$ (730,562) | 100.0% | \$ (745,173) | 100.0% | \$ (760,076) | 100.0% | \$ (775,278) | 100.0% |
| Net Patient Revenue | | | | | | | | | | |
| Medicare | \$ 3,495,164 | 45.8% | \$ 3,565,067 | 45.2% | \$ 3,636,369 | 45.2% | \$ 3,709,096 | 45.2% | \$ 3,783,278 | 45.2% |
| Medicaid | 2,603,929 | 34.1% | 2,656,008 | 33.6% | 2,709,128 | 33.6% | 2,763,310 | 33.6% | 2,818,576 | 33.6% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 1,677,857 | 22.0% | 1,711,414 | 21.7% | 1,745,642 | 21.7% | 1,780,555 | 21.7% | 1,816,166 | 21.7% |
| Free Care / Bad Debt | (150,691) | -2.0% | (50,000) | -0.6% | (51,000) | -0.6% | (52,020) | -0.6% | (53,060) | -0.6% |
| Other | 10,791 | 0.1% | 11,007 | 0.1% | 11,227 | 0.1% | 11,451 | 0.1% | 11,681 | 0.1% |
| DSP* | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| | \$ 7,637,050 | 100.0% | \$ 7,893,496 | 100.0% | \$ 8,051,366 | 100.0% | \$ 8,212,393 | 100.0% | \$ 8,376,641 | 100.0% |

Latest actual numbers should tie to the hospital budget process.

* Disproportionate share payments

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 7
UTILIZATION PROJECTIONS
TOTALS

| A: WITHOUT PROJECT | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-------------------------------|--|---------------|--------|----------|----------|----------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Inpatient Utilization | | | | | | |
| Staffed Beds | | 64 | 64 | | | |
| Admissions | | 250 | 250 | | | |
| Patient Days | | 21,636 | 21,636 | | | |
| Average Length of Stay | | 86.54 | 86.54 | | | |
| Outpatient Utilization | | | | | | |
| All Outpatient Visits | | | | | | |
| OR Procedures | | | | | | |
| Observation Units | | | | | | |
| Physician Office Visits | | | | | | |
| Ancillary | | | | | | |
| All OR Procedures | | | | | | |
| Emergency Room Visits | | | | | | |
| Adjusted Statistics | | | | | | |
| Adjusted Admissions | | | | | | |
| Adjusted Patient Days | | | | | | |

| B: PROJECT ONLY | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-------------------------------|--|---------------|--------|----------|----------|----------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Inpatient Utilization | | | | | | |
| Staffed Beds | | N/A | | 64 | 64 | 64 |
| Admissions | | N/A | | 250 | 250 | 250 |
| Patient Days | | N/A | - | 21,636 | 21,636 | 21,636 |
| Average Length of Stay | | N/A | - | 86.54 | 86.54 | 86.54 |
| Outpatient Utilization | | | | | | |
| All Outpatient Visits | | N/A | - | - | - | - |
| OR Procedures | | N/A | - | - | - | - |
| Observation Units | | N/A | - | - | - | - |
| Physician Office Visits | | N/A | - | - | - | - |
| Ancillary | | | | | | |
| All OR Procedures | | N/A | - | - | - | - |
| Emergency Room Visits | | N/A | - | - | - | - |
| Adjusted Statistics | | | | | | |
| Adjusted Admissions | | N/A | - | - | - | - |
| Adjusted Patient Days | | N/A | - | - | - | - |

| C: WITH PROJECT | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-------------------------------|--|---------------|--------|----------|----------|----------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Inpatient Utilization | | | | | | |
| Staffed Beds | | 64 | 64 | 64 | 64 | 64 |
| Admissions | | 250 | 250 | 250 | 250 | 250 |
| Patient Days | | 21,636 | 21,636 | 21,636 | 21,636 | 21,636 |
| Average Length of Stay | | 86.54 | 86.54 | 86.54 | 86.54 | 86.54 |
| Outpatient Utilization | | | | | | |
| All Outpatient Visits | | - | - | - | - | - |
| OR Procedures | | - | - | - | - | - |
| Observation Units | | - | - | - | - | - |
| Physician Office Visits | | - | - | - | - | - |
| Ancillary | | | | | | |
| All OR Procedures | | - | - | - | - | - |
| Emergency Room Visits | | - | - | - | - | - |
| Adjusted Statistics | | | | | | |
| Adjusted Admissions | | - | | | | |
| Adjusted Patient Days | | - | | | | |

NOTE: When completing this table make entries in the shaded fields only.

**Franklin County Rehab
Transfer of ownership interest**

TABLE 9
STAFFING PROJECTIONS
TOTALS

| A: WITHOUT PROJECT | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-----------------------------------|--|---------------|-------------|------------|------------|------------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Non-MD FTEs | | | | | | |
| Total General Services | | 7.6 | 7.6 | | | |
| Total Inpatient Routine Services | | 60.7 | 60.7 | | | |
| Total Outpatient Routine Services | | 0.0 | 0.0 | | | |
| Total Ancillary Services | | 8.1 | 8.1 | | | |
| Total Other Services | | 19.6 | 19.6 | | | |
| Total Non-MD FTEs | | 96.0 | 96.0 | 0.0 | 0.0 | 0.0 |
| Physician FTEs | | | | | | |
| Direct Service Nurse FTEs | | 0.1 | 0.1 | | | |
| | | 21.0 | 21.0 | | | |

| B: PROJECT ONLY | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-----------------------------------|--|---------------|------------|-------------|-------------|-------------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Non-MD FTEs | | | | | | |
| Total General Services | | N/A | 0.0 | 7.5 | 6.5 | 6.5 |
| Total Inpatient Routine Services | | N/A | 0.0 | 60.7 | 60.7 | 60.7 |
| Total Outpatient Routine Services | | N/A | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Ancillary Services | | N/A | 0.0 | 8.1 | 8.1 | 8.1 |
| Total Other Services | | N/A | 0.0 | 19.6 | 19.6 | 19.6 |
| Total Non-MD FTEs | | N/A | 0.0 | 96.0 | 95.0 | 95.0 |
| Physician Services | | | | | | |
| Direct Service Nurse FTEs | | N/A | 0.0 | 0.1 | 0.1 | 0.1 |
| | | N/A | 0.0 | 21.0 | 21.0 | 21.0 |

| C: WITH PROJECT | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-----------------------------------|--|----------------|-------------|-------------|-------------|-------------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Non-MD FTEs | | | | | | |
| Total General Services | | #VALUE! | 7.6 | 7.5 | 6.5 | 6.5 |
| Total Inpatient Routine Services | | #VALUE! | 60.7 | 60.7 | 60.7 | 60.7 |
| Total Outpatient Routine Services | | #VALUE! | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Ancillary Services | | #VALUE! | 8.1 | 8.1 | 8.1 | 8.1 |
| Total Other Services | | #VALUE! | 19.6 | 19.6 | 19.6 | 19.6 |
| Total Non-MD FTEs | | #VALUE! | 96.0 | 96.0 | 95.0 | 95.0 |
| Physician Services | | | | | | |
| Direct Service Nurse FTEs | | #VALUE! | 0.1 | 0.1 | 0.1 | 0.1 |
| | | #VALUE! | 21.0 | 21.0 | 21.0 | 21.0 |

**Franklin County Rehab
Transfer of ownership interest**

Required Tables

When completing the tables please note that you need only fill-in the **shaded fields**. Fields with diagonal lines indicating **N/A** do not require an entry. The CON Application Form tables, when completed electronically, are set up to calculate totals as well as pre-populate fields in other tables for you. If you have any questions please contact Division staff. Also, please contact Division staff prior to determining if a given table may not be applicable for your project.

Applicants are encouraged to submit an electronic version of a completed application via attachment to email. Please send electronic versions as attachments to email addressed to: Donna.Jerry@state.vt.us

| <u>Table</u> | <u>Description</u> |
|--------------|--|
| 1 | Project Costs |
| 2 | Debt Financing Arrangement: Sources & Uses of Funds |
| 3A | Income Statement: Without Project |
| 3B | Income Statement: Project Only |
| 3C | Income Statement: With Project (no 'fill-in' required) |
| 4A | Balance Sheet - Unrestricted Funds: Without Project |
| 4B | Balance Sheet - Unrestricted Funds: Project Only |
| 4C | Balance Sheet - Unrestricted Funds: With Project (no 'fill-in' required) |
| 5A | Statement of Cash Flows: Without Project |
| 5B | Statement of Cash Flows: Project Only |
| 5C | Statement of Cash Flows: With Project (no 'fill-in' required) |
| 6A | Revenue Source Projections: Without Project |
| 6B | Revenue Source Projections: Project Only |
| 6C | Revenue Source Projections: With Project (no 'fill-in' required) |
| 7 | Utilization Projections: Totals |
| 8 | Utilization Projections: Project Specific |
| 9 | Staffing Projections: Totals |

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 1
PROJECT COSTS

| Construction Costs | |
|---|-------------|
| 1. New Construction | \$ - |
| 2. Renovation | NOT |
| 3. Site Work | APPLICABLE |
| 4. Fixed Equipment | - |
| 5. Design/Bidding Contingency | - |
| 6. Construction Contingency | - |
| 7. Construction Manager Fee | - |
| 8. Other (please specify) | - |
| Subtotal | \$ - |
| Related Project Costs | |
| 1. Major Moveable Equipment | \$ - |
| 2. Furnishings, Fixtures & Other Equip. | - |
| 3. Architectural/Engineering Fees | - |
| 4. Land Acquisition | - |
| 5. Purchase of Buildings | - |
| 6. Administrative Expenses & Permits | - |
| 7. Debt Financing Expenses (see below) | - |
| 8. Debt Service Reserve Fund | - |
| 9. Working Capital | - |
| 10. Other (please specify) | - |
| Subtotal | \$ - |
| Total Project Costs | \$ - |

| Debt Financing Expenses | |
|---|-------------|
| 1. Capital Interest | \$ - |
| 2. Bond Discount or Placement Fee | - |
| 3. Misc. Financing Fees & Exp. (issuance costs) | - |
| 4. Other | - |
| Subtotal | \$ - |
| Less Interest Earnings on Funds | |
| 1. Debt Service Reserve Funds | \$ - |
| 2. Capitalized Interest Account | - |
| 3. Construction Fund | - |
| 4. Other | - |
| Subtotal | \$ - |
| Total Debt Financing Expenses | \$ - |
| feeds to line 7 above | |



NOTE: When completing this table make entries in the shaded fields only.

**Franklin County Rehab
Transfer of ownership interest
TABLE 2**

DEBT FINANCING ARRANGEMENT, SOURCES & USES OF FUNDS

| Sources of Funds | | | |
|-----------------------------|-----|-----|-------------|
| 1. Financing Instrument | N/A | | |
| a. Interest Rate | | | |
| b. Loan Period | | To: | |
| c. Amount Financed | | | \$ - |
| 2. Equity Contribution | | | - |
| 3. Other Sources | | | |
| a. Working Capital | | | - |
| b. Fundraising | | | - |
| c. Grants | | | - |
| d. Other | | | - |
| Total Required Funds | | | \$ - |

| Uses of Funds | | |
|---|--|-------------|
| <u>Project Costs (feeds from Table 1)</u> | | |
| 1. New Construction | | \$ - |
| 2. Renovation | | NOT |
| 3. Site Work | | APPLICABLE |
| 4. Fixed Equipment | | - |
| 5. Design/Bidding Contingency | | - |
| 6. Construction Contingency | | - |
| 7. Construction Manager Fee | | - |
| 8. Major Moveable Equipment | | - |
| 9. Furnishings, Fixtures & Other Equip. | | - |
| 10. Architectural/Engineering Fees | | - |
| 11. Land Acquisition | | - |
| 12. Purchase of Buildings | | - |
| 13. Administrative Expenses & Permits | | - |
| 14. Debt Financing Expenses | | - |
| 15. Debt Service Reserve Fund | | - |
| 16. Working Capital | | - |
| 17. Other (please specify) | | - |
| Total Uses of Funds | | \$ - |

Total sources should equal total uses of funds.

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 6A
REVENUE SOURCE PROJECTIONS
WITHOUT PROJECT

| | Latest Actual 2015 | % of Total | Budget 2016 | % of Total | Proposed Year 1 2017 | % of Total | Proposed Year 2 2018 | % of Total | Proposed Year 3 2019 | % of Total |
|---------------------------------|-----------------------|---------------|----------------|---------------|----------------------------|---------------|----------------------------|---------------|----------------------------|---------------|
| Gross Inpatient Revenue | | | | | | | | | | |
| Medicare | \$ 2,324,881 | 35.1% | \$ 2,371,175 | 34.6% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Medicaid | 2,869,668 | 43.3% | 2,927,061 | 42.7% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Commercial | | 0.0% | - | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Self Pay | 1,578,791 | 23.8% | 1,610,367 | 23.5% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Free Care / Bad Debt | (150,691) | -2.3% | (50,000) | -0.7% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Other | | 0.0% | | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| | \$ 6,622,449 | 100.0% | \$ 6,858,603 | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Outpatient Revenue | | | | | | | | | | |
| Medicare | \$ - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Medicaid | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Commercial | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Self Pay | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Free Care / Bad Debt | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Other | - | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Other Revenue | | | | | | | | | | |
| Medicare | \$ 182,151 | 61.0% | \$ 185,794 | 61.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Medicaid | - | 0.0% | - | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Commercial | - | 0.0% | - | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Self Pay | 105,422 | 35.3% | 107,530 | 35.3% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Free Care / Bad Debt | | 0.0% | - | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Other | 10,791 | 3.6% | 11,007 | 3.6% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| | \$ 298,364 | 100.0% | \$ 304,331 | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Patient Revenue | | | | | | | | | | |
| Medicare | \$ 2,506,832 | 36.2% | \$ 2,556,969 | 35.7% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Medicaid | 2,869,668 | 41.5% | 2,927,061 | 40.9% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Commercial | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | 1,684,213 | 24.3% | 1,717,897 | 24.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | (150,691) | -2.2% | (50,000) | -0.7% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | 10,791 | 0.2% | 11,007 | 0.2% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| | \$ 6,920,813 | 100.0% | \$ 7,162,934 | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Deductions from Revenue | | | | | | | | | | |
| Medicare | \$ (988,332) | 138.0% | \$ (1,008,099) | 138.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Medicaid | 265,739 | -37.1% | 271,054 | -37.1% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| Commercial | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | 6,356 | -0.9% | 6,483 | -0.9% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| | \$ (716,237) | 100.0% | \$ (730,562) | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Net Patient Revenue | | | | | | | | | | |
| Medicare | \$ 3,495,164 | 45.8% | \$ 3,565,067 | 45.2% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Medicaid | 2,603,929 | 34.1% | 2,656,008 | 33.6% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Commercial | - | 0.0% | - | 0.0% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | 1,677,857 | 22.0% | 1,711,414 | 21.7% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | (150,691) | -2.0% | (50,000) | -0.6% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | 10,791 | 0.1% | 11,007 | 0.1% | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| DSP* | | 0.0% | | 0.0% | | #DIV/0! | | #DIV/0! | | #DIV/0! |
| | \$ 7,637,050 | 100.0% | \$ 7,893,496 | 100.0% | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |

Latest actual numbers should tie to the hospital budget process.

* Disproportionate share payments

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 6B
REVENUE SOURCE PROJECTIONS
PROJECT ONLY

| | Latest Actual 2015 | % of Total | Budget 2016 | % of Total | Proposed Year 1 2017 | % of Total | Proposed Year 2 2018 | % of Total | Proposed Year 3 2019 | % of Total |
|---------------------------------|-----------------------|---------------|----------------|---------------|----------------------------|---------------|----------------------------|---------------|----------------------------|---------------|
| Gross Inpatient Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ 2,418,598 | 34.6% | \$ 2,466,970 | 34.6% | \$ 2,516,309 | 34.6% |
| Medicaid | N/A | | - | #DIV/0! | \$ 2,985,603 | 42.7% | \$ 3,045,315 | 42.7% | \$ 3,106,221 | 42.7% |
| Commercial | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | \$ 1,842,574 | 23.5% | \$ 1,875,426 | 23.5% | \$ 1,708,934 | 23.5% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | \$ (51,000) | -0.7% | \$ (52,020) | -0.7% | \$ (53,060) | -0.7% |
| Other | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| | N/A | | \$ - | #DIV/0! | \$ 6,995,775 | 100.0% | \$ 7,135,690 | 100.0% | \$ 7,278,404 | 100.0% |
| Gross Outpatient Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Medicaid | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Commercial | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | N/A | | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| | N/A | | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Other Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ 189,510 | 61.0% | \$ 193,300 | 61.0% | \$ 197,166 | 61.0% |
| Medicaid | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Commercial | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | \$ 109,681 | 35.3% | \$ 111,875 | 35.3% | \$ 114,112 | 35.3% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Other | N/A | | - | #DIV/0! | \$ 11,227 | 3.6% | \$ 11,451 | 3.6% | \$ 11,681 | 3.6% |
| | N/A | | \$ - | #DIV/0! | \$ 310,418 | 100.0% | \$ 316,626 | 100.0% | \$ 322,959 | 100.0% |
| Gross Patient Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ 2,608,108 | 35.7% | \$ 2,660,270 | 35.7% | \$ 2,713,476 | 35.7% |
| Medicaid | N/A | | - | #DIV/0! | 2,985,603 | 40.9% | 3,045,315 | 40.9% | 3,106,221 | 40.9% |
| Commercial | N/A | | - | #DIV/0! | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | 1,752,255 | 24.0% | 1,787,300 | 24.0% | 1,823,046 | 24.0% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | (51,000) | -0.7% | (52,020) | -0.7% | (53,060) | -0.7% |
| Other | N/A | | - | #DIV/0! | 11,227 | 0.2% | 11,451 | 0.2% | 11,681 | 0.2% |
| | N/A | | \$ - | #DIV/0! | \$ 7,306,193 | 100.0% | \$ 7,452,317 | 100.0% | \$ 7,601,363 | 100.0% |
| Deductions from Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ (1,028,261) | 138.0% | \$ (1,048,826) | 138.0% | \$ (1,069,802) | 138.0% |
| Medicaid | N/A | | - | #DIV/0! | \$ 276,475 | -37.1% | \$ 282,004 | -37.1% | \$ 287,644 | -37.1% |
| Commercial | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | \$ 6,813 | -0.9% | \$ 6,745 | -0.9% | \$ 6,880 | -0.9% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| Other | N/A | | - | #DIV/0! | \$ - | 0.0% | \$ - | 0.0% | \$ - | 0.0% |
| | N/A | | \$ - | #DIV/0! | \$ (745,173) | 100.0% | \$ (760,076) | 100.0% | \$ (775,278) | 100.0% |
| Net Patient Revenue | | | | | | | | | | |
| Medicare | N/A | | \$ - | #DIV/0! | \$ 3,636,369 | 45.2% | \$ 3,709,096 | 45.2% | \$ 3,783,278 | 45.2% |
| Medicaid | N/A | | - | #DIV/0! | 2,709,128 | 33.6% | 2,763,310 | 33.6% | 2,818,576 | 33.6% |
| Commercial | N/A | | - | #DIV/0! | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | N/A | | - | #DIV/0! | 1,745,642 | 21.7% | 1,780,555 | 21.7% | 1,816,166 | 21.7% |
| Free Care / Bad Debt | N/A | | - | #DIV/0! | (51,000) | -0.6% | (52,020) | -0.6% | (53,060) | -0.6% |
| Other | N/A | | - | #DIV/0! | 11,227 | 0.1% | 11,451 | 0.1% | 11,681 | 0.1% |
| DSP* | N/A | | N/A | | N/A | | N/A | | N/A | |
| | N/A | | \$ - | #DIV/0! | \$ 8,051,366 | 100.0% | \$ 8,212,393 | 100.0% | \$ 8,376,641 | 100.0% |

Latest actual numbers should tie to the hospital budget process.

* Disproportionate share payments

NOTE: This table requires no 'fill-in' as it will automatically populate from Tables 6A & 6B.

Franklin County Rehab
Transfer of ownership interest
TABLE 6C
REVENUE SOURCE PROJECTIONS
WITH PROJECT

| | Latest Actual 2015 | % of Total | Budget 2016 | % of Total | Proposed Year 1 2017 | % of Total | Proposed Year 2 2018 | % of Total | Proposed Year 3 2019 | % of Total |
|---------------------------------|-----------------------|----------------|---------------------|----------------|----------------------------|----------------|----------------------------|----------------|----------------------------|----------------|
| Gross Inpatient Revenue | | | | | | | | | | |
| Medicare | \$ 2,324,681 | 35.1% | \$ 2,371,175 | 34.6% | \$ 2,418,598 | 34.6% | \$ 2,466,970 | 34.6% | \$ 2,516,309 | 34.6% |
| Medicaid | 2,869,668 | 43.3% | 2,927,061 | 42.7% | 2,985,603 | 42.7% | 3,045,315 | 42.7% | 3,106,221 | 42.7% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 1,578,791 | 23.8% | 1,610,367 | 23.5% | 1,642,574 | 23.5% | 1,675,426 | 23.5% | 1,708,934 | 23.5% |
| Free Care / Bad Debt | (150,691) | -2.3% | (50,000) | -0.7% | (51,000) | -0.7% | (52,020) | -0.7% | (53,060) | -0.7% |
| Other | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| | \$ 6,622,449 | 100.0% | \$ 6,858,603 | 100.0% | \$ 6,995,775 | 100.0% | \$ 7,135,690 | 100.0% | \$ 7,278,404 | 100.0% |
| Gross Outpatient Revenue | | | | | | | | | | |
| Medicare | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Medicaid | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Commercial | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Self Pay | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Free Care / Bad Debt | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Other | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! | \$ - | #DIV/0! |
| Gross Other Revenue | | | | | | | | | | |
| Medicare | \$ 182,151 | 61.0% | \$ 185,794 | 61.0% | \$ 189,510 | 61.0% | \$ 193,300 | 61.0% | \$ 197,166 | 61.0% |
| Medicaid | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 105,422 | 35.3% | 107,530 | 35.3% | 109,681 | 35.3% | 111,875 | 35.3% | 114,112 | 35.3% |
| Free Care / Bad Debt | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Other | 10,791 | 3.6% | 11,007 | 3.6% | 11,227 | 3.6% | 11,451 | 3.6% | 11,681 | 3.6% |
| | \$ 298,364 | 100.0% | \$ 304,331 | 100.0% | \$ 310,418 | 100.0% | \$ 316,626 | 100.0% | \$ 322,959 | 100.0% |
| Gross Patient Revenue | | | | | | | | | | |
| Medicare | \$ 2,506,832 | 36.2% | \$ 2,556,969 | 35.7% | \$ 2,608,108 | 35.7% | \$ 2,660,270 | 35.7% | \$ 2,713,476 | 35.7% |
| Medicaid | 2,869,668 | 41.5% | 2,927,061 | 40.9% | 2,985,603 | 40.9% | 3,045,315 | 40.9% | 3,106,221 | 40.9% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 1,684,213 | 24.3% | 1,717,897 | 24.0% | 1,752,255 | 24.0% | 1,787,300 | 24.0% | 1,823,046 | 24.0% |
| Free Care / Bad Debt | (150,691) | -2.2% | (50,000) | -0.7% | (51,000) | -0.7% | (52,020) | -0.7% | (53,060) | -0.7% |
| Other | 10,791 | 0.2% | 11,007 | 0.2% | 11,227 | 0.2% | 11,451 | 0.2% | 11,681 | 0.2% |
| | \$ 6,920,813 | 100.0% | \$ 7,162,934 | 100.0% | \$ 7,306,193 | 100.0% | \$ 7,452,317 | 100.0% | \$ 7,601,363 | 100.0% |
| Deductions from Revenue | | | | | | | | | | |
| Medicare | \$ (988,332) | 138.0% | \$ (1,008,099) | 138.0% | \$ (1,028,261) | 138.0% | \$ (1,048,826) | 138.0% | \$ (1,069,802) | 138.0% |
| Medicaid | 265,739 | -37.1% | 271,054 | -37.1% | 276,475 | -37.1% | 282,004 | -37.1% | 287,644 | -37.1% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 6,356 | -0.9% | 6,483 | -0.9% | 6,613 | -0.9% | 6,745 | -0.9% | 6,880 | -0.9% |
| Free Care / Bad Debt | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Other | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| | \$ (716,237) | 100.0% | \$ (730,562) | 100.0% | \$ (745,173) | 100.0% | \$ (760,076) | 100.0% | \$ (775,278) | 100.0% |
| Net Patient Revenue | | | | | | | | | | |
| Medicare | \$ 3,495,164 | 45.8% | \$ 3,565,067 | 45.2% | \$ 3,636,369 | 45.2% | \$ 3,709,096 | 45.2% | \$ 3,783,278 | 45.2% |
| Medicaid | 2,603,929 | 34.1% | 2,656,008 | 33.6% | 2,709,128 | 33.6% | 2,763,310 | 33.6% | 2,818,576 | 33.6% |
| Commercial | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| Self Pay | 1,677,857 | 22.0% | 1,711,414 | 21.7% | 1,745,642 | 21.7% | 1,780,555 | 21.7% | 1,816,166 | 21.7% |
| Free Care / Bad Debt | (150,691) | -2.0% | (50,000) | -0.6% | (51,000) | -0.6% | (52,020) | -0.6% | (53,060) | -0.6% |
| Other | 10,791 | 0.1% | 11,007 | 0.1% | 11,227 | 0.1% | 11,451 | 0.1% | 11,681 | 0.1% |
| DSP* | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% | - | 0.0% |
| | \$ 7,637,050 | 100.0% | \$ 7,893,496 | 100.0% | \$ 8,051,366 | 100.0% | \$ 8,212,393 | 100.0% | \$ 8,376,641 | 100.0% |

Latest actual numbers should tie to the hospital budget process.

* Disproportionate share payments

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 7
UTILIZATION PROJECTIONS
TOTALS

| A: WITHOUT PROJECT | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-------------------------------|--|---------------|--------|----------|----------|----------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Inpatient Utilization | | | | | | |
| Staffed Beds | | 64 | 64 | | | |
| Admissions | | 250 | 250 | | | |
| Patient Days | | 21,636 | 21,636 | | | |
| Average Length of Stay | | 86.54 | 86.54 | | | |
| Outpatient Utilization | | | | | | |
| All Outpatient Visits | | | | | | |
| OR Procedures | | | | | | |
| Observation Units | | | | | | |
| Physician Office Visits | | | | | | |
| Ancillary | | | | | | |
| All OR Procedures | | | | | | |
| Emergency Room Visits | | | | | | |
| Adjusted Statistics | | | | | | |
| Adjusted Admissions | | | | | | |
| Adjusted Patient Days | | | | | | |

| B: PROJECT ONLY | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-------------------------------|--|---------------|--------|----------|----------|----------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Inpatient Utilization | | | | | | |
| Staffed Beds | | N/A | | 64 | 64 | 64 |
| Admissions | | N/A | | 250 | 250 | 250 |
| Patient Days | | N/A | - | 21,636 | 21,636 | 21,636 |
| Average Length of Stay | | N/A | - | 86.54 | 86.54 | 86.54 |
| Outpatient Utilization | | | | | | |
| All Outpatient Visits | | N/A | - | - | - | - |
| OR Procedures | | N/A | - | - | - | - |
| Observation Units | | N/A | - | - | - | - |
| Physician Office Visits | | N/A | - | - | - | - |
| Ancillary | | | | | | |
| All OR Procedures | | N/A | - | - | - | - |
| Emergency Room Visits | | N/A | - | - | - | - |
| Adjusted Statistics | | | | | | |
| Adjusted Admissions | | N/A | - | - | - | - |
| Adjusted Patient Days | | N/A | - | - | - | - |

| C: WITH PROJECT | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-------------------------------|--|---------------|--------|----------|----------|----------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Inpatient Utilization | | | | | | |
| Staffed Beds | | 64 | 64 | 64 | 64 | 64 |
| Admissions | | 250 | 250 | 250 | 250 | 250 |
| Patient Days | | 21,636 | 21,636 | 21,636 | 21,636 | 21,636 |
| Average Length of Stay | | 86.54 | 86.54 | 86.54 | 86.54 | 86.54 |
| Outpatient Utilization | | | | | | |
| All Outpatient Visits | | - | - | - | - | - |
| OR Procedures | | - | - | - | - | - |
| Observation Units | | - | - | - | - | - |
| Physician Office Visits | | - | - | - | - | - |
| Ancillary | | | | | | |
| All OR Procedures | | - | - | - | - | - |
| Emergency Room Visits | | - | - | - | - | - |
| Adjusted Statistics | | | | | | |
| Adjusted Admissions | | - | | | | |
| Adjusted Patient Days | | - | | | | |

NOTE: When completing this table make entries in the shaded fields only.

Franklin County Rehab
Transfer of ownership interest
TABLE 9
STAFFING PROJECTIONS
TOTALS

| A: WITHOUT PROJECT | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-----------------------------------|--|---------------|-------------|------------|------------|------------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Non-MD FTEs | | | | | | |
| Total General Services | | 7.6 | 7.6 | | | |
| Total Inpatient Routine Services | | 60.7 | 60.7 | | | |
| Total Outpatient Routine Services | | 0.0 | 0.0 | | | |
| Total Ancillary Services | | 8.1 | 8.1 | | | |
| Total Other Services | | 19.6 | 19.6 | | | |
| Total Non-MD FTEs | | 96.0 | 96.0 | 0.0 | 0.0 | 0.0 |
| Physician FTEs | | 0.1 | 0.1 | | | |
| Direct Service Nurse FTEs | | 21.0 | 21.0 | | | |

| B: PROJECT ONLY | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-----------------------------------|--|---------------|------------|-------------|-------------|-------------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Non-MD FTEs | | | | | | |
| Total General Services | | N/A | 0.0 | 7.5 | 6.5 | 6.5 |
| Total Inpatient Routine Services | | N/A | 0.0 | 60.7 | 60.7 | 60.7 |
| Total Outpatient Routine Services | | N/A | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Ancillary Services | | N/A | 0.0 | 8.1 | 8.1 | 8.1 |
| Total Other Services | | N/A | 0.0 | 19.6 | 19.6 | 19.6 |
| Total Non-MD FTEs | | N/A | 0.0 | 96.0 | 95.0 | 95.0 |
| Physician Services | | N/A | 0.0 | 0.1 | 0.1 | 0.1 |
| Direct Service Nurse FTEs | | N/A | 0.0 | 21.0 | 21.0 | 21.0 |

| C: WITH PROJECT | | Latest Actual | Budget | Proposed | Proposed | Proposed |
|-----------------------------------|--|----------------|-------------|-------------|-------------|-------------|
| | | 2015 | 2016 | Year 1 | Year 2 | Year 3 |
| | | | | 2017 | 2018 | 2019 |
| Non-MD FTEs | | | | | | |
| Total General Services | | #VALUE! | 7.6 | 7.5 | 6.5 | 6.5 |
| Total Inpatient Routine Services | | #VALUE! | 60.7 | 60.7 | 60.7 | 60.7 |
| Total Outpatient Routine Services | | #VALUE! | 0.0 | 0.0 | 0.0 | 0.0 |
| Total Ancillary Services | | #VALUE! | 8.1 | 8.1 | 8.1 | 8.1 |
| Total Other Services | | #VALUE! | 19.6 | 19.6 | 19.6 | 19.6 |
| Total Non-MD FTEs | | #VALUE! | 96.0 | 96.0 | 95.0 | 95.0 |
| Physician Services | | #VALUE! | 0.1 | 0.1 | 0.1 | 0.1 |
| Direct Service Nurse FTEs | | #VALUE! | 21.0 | 21.0 | 21.0 | 21.0 |

Attachment 0

Franklin County Rehab, LLC

FINANCIAL STATEMENTS

**Years Ending 2016 (Forecasted) and
December 31, 2017 through 2019 (Projected)
and
Years Ended December 31, 2014 and 2015 (Historical)**

Franklin County Rehab, LLC
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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

ACCOUNTANT'S COMPILATION REPORT

Coleen Kohaut
Franklin County Rehab, LLC
St Albans, Vermont 05478

We have compiled the accompanying forecasted balance sheet, statement of income, member's equity, and cash flows and the projected balance sheets, statements of income, member's equity, and cash flows of Franklin County Rehab, LLC as of December 31, 2016 and 2017 through 2019, respectively and for the years then ending and the accompanying supplementary information contained on pages 8 & 9, which are presented only for supplementary analysis purposes, in accordance with attestation standards established by the American Institute of Certified Public Accountants. The accompanying projections were prepared for seeking approval from the Green Mountain Care Board (GMCB) for a certificate of need (CON) for the transfer of membership interest from one owner to another.

A compilation is limited to presenting in the form of prospective financial statements information that is the representation of management and does not include evaluation of the support for the assumptions underlying the projection. We have not examined the projections and supplementary information and, accordingly, do not express an opinion or any other form of assurance on the accompanying statements or assumptions. Furthermore, because events and circumstances frequently do not occur as expected, there will usually be differences between forecasted and actual results, and even if the CON approval from GMCB for the transfer of membership interest were to occur there will usually be differences between the projected and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

We have also compiled the accompanying historical balance sheets as of December 31, 2014 and 2015 and the related statements of income and member's equity and cash flows for the years then ended. We have not audited or reviewed the accompanying historical or budgeted financial statements, and accordingly, do not express an opinion or provide any assurance about whether the historical financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the historical financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the historical financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of historical financial statements without undertaking to obtain or provide any assurance that there no material modifications that should be made to the historical financial statements.

The accompanying presentation and this report are intended solely for the information and use of GMCB and are not intended to be and should not be used by anyone other than this specified party.

Kittell Brawagan & Sargent

St. Albans, Vermont
June 30, 2016

Franklin County Rehab, LLC
BALANCE SHEETS
UNDER THE HYPOTHETICAL ASSUMPTIONS IN NOTE 1
December 31, 2014 and 2015 (Historical), 2016 (Forecasted) and 2017 through 2019 (Projected)

| | <u>ASSETS</u> | | | | | |
|---|----------------------------|----------------------------|----------------------------|---------------------------|---------------------------|---------------------------|
| | <u>Historical 2014</u> | <u>Historical 2015</u> | <u>Forecasted 2016</u> | <u>Projected 2017</u> | <u>Projected 2018</u> | <u>Projected 2019</u> |
| CURRENT ASSETS | | | | | | |
| Cash | \$ 88,054 | \$ 290,885 | \$ 199,896 | \$ 336,816 | \$ 427,061 | \$ 527,243 |
| Accounts Receivable, Net | 1,124,720 | 704,077 | 718,159 | 732,522 | 747,172 | 762,116 |
| Inventory | 30,140 | 32,028 | 32,669 | 33,322 | 33,988 | 34,668 |
| Escrow Deposits | 56,732 | 54,037 | 55,118 | 56,220 | 57,344 | 58,491 |
| Prepaid expenses | <u>69,616</u> | <u>61,558</u> | <u>62,789</u> | <u>64,045</u> | <u>65,326</u> | <u>66,632</u> |
| TOTAL CURRENT ASSETS | <u>1,369,262</u> | <u>1,142,585</u> | <u>1,068,630</u> | <u>1,222,925</u> | <u>1,330,892</u> | <u>1,449,150</u> |
| PROPERTY AND EQUIPMENT | | | | | | |
| Land | 380,000 | 380,000 | 380,000 | 380,000 | 380,000 | 380,000 |
| Land Improvements | 62,883 | 62,883 | 62,883 | 62,883 | 62,883 | 62,883 |
| Buildings & Improvements | 4,146,868 | 4,145,616 | 4,195,616 | 4,245,616 | 4,295,616 | 4,345,616 |
| Equipment & Vehicles | <u>1,029,824</u> | <u>1,097,813</u> | <u>1,147,813</u> | <u>1,197,813</u> | <u>1,247,813</u> | <u>1,297,813</u> |
| Less: Accumulated depreciation | <u>(5,619,575)</u> | <u>(5,686,312)</u> | <u>(5,786,312)</u> | <u>(5,886,312)</u> | <u>(5,986,312)</u> | <u>(6,086,312)</u> |
| | <u>(1,767,862)</u> | <u>(2,000,721)</u> | <u>(2,223,331)</u> | <u>(2,407,350)</u> | <u>(2,601,012)</u> | <u>(2,804,317)</u> |
| TOTAL PROPERTY, PLANT & EQUIPMENT | <u>3,851,713</u> | <u>3,685,591</u> | <u>3,562,981</u> | <u>3,478,962</u> | <u>3,385,300</u> | <u>3,281,995</u> |
| OTHER ASSETS | | | | | | |
| Financing Fees, Net | 402,378 | 391,038 | 379,698 | 368,358 | 357,018 | 345,678 |
| Restricted cash | <u>83,516</u> | <u>104,534</u> | <u>116,625</u> | <u>128,957</u> | <u>141,536</u> | <u>154,367</u> |
| TOTAL OTHER ASSETS | <u>485,894</u> | <u>495,572</u> | <u>496,323</u> | <u>497,315</u> | <u>498,554</u> | <u>500,045</u> |
| TOTAL ASSETS | <u>\$ 5,706,869</u> | <u>\$ 5,323,748</u> | <u>\$ 5,127,934</u> | <u>\$ 5,199,202</u> | <u>\$ 5,214,746</u> | <u>\$ 5,231,190</u> |
| <u>LIABILITIES AND MEMBERS' EQUITY</u> | | | | | | |
| CURRENT LIABILITIES | | | | | | |
| Accounts payable | \$ 687,351 | \$ 264,848 | \$ 270,145 | \$ 275,548 | \$ 281,059 | \$ 286,680 |
| Current Portion of long-term Debt | 75,909 | 77,860 | 79,861 | 81,913 | 84,018 | 86,177 |
| Deferred Income | 16,123 | 43,870 | 44,747 | 45,642 | 46,555 | 47,486 |
| Accrued expenses & W/H | <u>127,783</u> | <u>150,305</u> | <u>153,311</u> | <u>156,377</u> | <u>159,505</u> | <u>162,695</u> |
| TOTAL CURRENT LIABILITIES | <u>907,166</u> | <u>536,883</u> | <u>548,064</u> | <u>559,481</u> | <u>571,137</u> | <u>583,038</u> |
| LONG-TERM DEBT | | | | | | |
| Notes Payable - Phil Condon | 217,205 | 227,057 | - | - | - | - |
| Long-term debt, less current portion | <u>4,256,474</u> | <u>4,178,613</u> | <u>4,098,752</u> | <u>4,016,839</u> | <u>3,932,821</u> | <u>3,846,644</u> |
| TOTAL LONG-TERM DEBT | <u>4,473,679</u> | <u>4,405,670</u> | <u>4,098,752</u> | <u>4,016,839</u> | <u>3,932,821</u> | <u>3,846,644</u> |
| TOTAL LIABILITIES | 5,380,845 | 4,942,553 | 4,646,816 | 4,576,320 | 4,503,958 | 4,429,682 |
| MEMBERS' EQUITY | <u>326,024</u> | <u>381,195</u> | <u>481,118</u> | <u>622,882</u> | <u>710,788</u> | <u>801,508</u> |
| TOTAL LIABILITIES AND MEMBERS' EQUITY | <u>\$ 5,706,869</u> | <u>\$ 5,323,748</u> | <u>\$ 5,127,934</u> | <u>\$ 5,199,202</u> | <u>\$ 5,214,746</u> | <u>\$ 5,231,190</u> |

See Summary of Significant Projection Assumptions and Accounting Policies and Accountant's Report

Franklin County Rehab, LLC
STATEMENTS OF INCOME
UNDER THE HYPOTHETICAL ASSUMPTIONS IN NOTE 1
For the Years Ended December 31, 2014 and 2015 (Historical),
and Years Ending 2016 (Forecasted) and 2017 through 2019 (Projected)

| | Historical 2014 | Historical 2015 | Forecasted 2016 | Projected 2017 | Projected 2018 | Projected 2019 |
|--|--------------------|--------------------|--------------------|-------------------|-------------------|-------------------|
| REVENUE | | | | | | |
| Private & other patients | \$ 1,410,833 | \$ 1,572,435 | \$ 1,603,884 | \$ 1,635,961 | \$ 1,668,681 | \$ 1,702,054 |
| Vermont Medicaid patients | 2,521,846 | 2,603,929 | 2,656,008 | 2,709,128 | 2,763,310 | 2,818,576 |
| Medicare patients | 3,174,690 | 3,313,013 | 3,379,273 | 3,446,859 | 3,515,796 | 3,586,112 |
| Private and Part B Ancillaries | 306,112 | 298,364 | 304,331 | 310,418 | 316,626 | 322,959 |
| | <u>7,413,481</u> | <u>7,787,741</u> | <u>7,943,496</u> | <u>8,102,366</u> | <u>8,264,413</u> | <u>8,429,701</u> |
| Less: Provision for Bad Debts | <u>(204,601)</u> | <u>(150,691)</u> | <u>(50,000)</u> | <u>(51,000)</u> | <u>(52,020)</u> | <u>(53,060)</u> |
| INCOME FROM PATIENT CARE | <u>7,208,880</u> | <u>7,637,050</u> | <u>7,893,496</u> | <u>8,051,366</u> | <u>8,212,393</u> | <u>8,376,641</u> |
| EXPENSES | | | | | | |
| Administrative & general | 1,505,309 | 1,602,638 | 1,634,691 | 1,674,543 | 1,587,717 | 1,627,508 |
| Property and related expenses | 767,443 | 771,391 | 763,625 | 710,818 | 719,846 | 728,849 |
| Plant operation and maintenance | 248,174 | 254,280 | 259,365 | 264,552 | 269,844 | 275,240 |
| Dietary | 449,477 | 460,409 | 469,617 | 479,009 | 488,589 | 498,361 |
| Laundry and Linen | 45,806 | 52,190 | 53,234 | 54,299 | 55,385 | 56,493 |
| Housekeeping | 83,896 | 101,795 | 103,831 | 105,907 | 108,025 | 110,186 |
| Nursing | 2,689,343 | 2,768,606 | 2,823,978 | 2,880,458 | 2,938,068 | 2,996,831 |
| Other services | <u>1,459,374</u> | <u>1,581,683</u> | <u>1,613,317</u> | <u>1,645,584</u> | <u>1,678,495</u> | <u>1,712,065</u> |
| TOTAL EXPENSES | <u>7,248,822</u> | <u>7,592,992</u> | <u>7,721,658</u> | <u>7,815,170</u> | <u>7,845,969</u> | <u>8,005,533</u> |
| OPERATING INCOME (LOSS) | <u>(39,942)</u> | <u>44,058</u> | <u>171,837</u> | <u>236,196</u> | <u>366,424</u> | <u>371,108</u> |
| OTHER REVENUE/(EXPENDITURES) | | | | | | |
| Miscellaneous | 604 | 316 | 322 | 329 | 335 | 342 |
| Income Taxes | (250) | - | (250) | (250) | (250) | (250) |
| Settlements | 10,281 | 10,797 | (5,372) | - | - | - |
| Interest Income | <u>88</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| TOTAL OTHER REVENUE/ (EXPENDITURES) | <u>10,723</u> | <u>11,113</u> | <u>(5,300)</u> | <u>79</u> | <u>85</u> | <u>92</u> |
| NET INCOME (LOSS) | <u>\$ (29,219)</u> | <u>\$ 55,171</u> | <u>\$ 166,538</u> | <u>\$ 236,275</u> | <u>\$ 366,509</u> | <u>\$ 371,200</u> |

See Summary of Significant Projection Assumptions and Accounting Policies and Accountant's Report

Franklin County Rehab, LLC
 STATEMENTS OF CHANGES IN MEMBERS' EQUITY
 UNDER THE HYPOTHETICAL ASSUMPTIONS IN NOTE 1
 For the Years Ended December 31, 2014 and 2015 (Historical),
 and Years Ending 2016 (Forecasted) and 2017 through 2019 (Projected)

| | Historical 2014 | Historical 2015 | Forecasted 2016 | Projected 2017 | Projected 2018 | Projected 2019 |
|-------------------|--------------------|--------------------|--------------------|-------------------|-------------------|-------------------|
| Beginning Balance | \$ 355,243 | \$ 326,024 | \$ 381,195 | \$ 481,118 | \$ 622,882 | \$ 710,788 |
| Distributions | - | - | (66,615) | (94,510) | (278,604) | (280,480) |
| Net Income (loss) | <u>(29,219)</u> | <u>55,171</u> | <u>166,538</u> | <u>236,275</u> | <u>366,509</u> | <u>371,200</u> |
| Ending Balance | <u>\$ 326,024</u> | <u>\$ 381,195</u> | <u>\$ 481,118</u> | <u>\$ 622,882</u> | <u>\$ 710,788</u> | <u>\$ 801,508</u> |

See Summary of Significant Projection Assumptions and Accounting Policies and Accountant's Report

Franklin County Rehab, LLC
STATEMENTS OF CASH FLOWS
 UNDER THE HYPOTHETICAL ASSUMPTIONS IN NOTE 1
 For the Years Ended December 31, 2014 and 2015 (Historical),
 and Years Ending 2016 (Forecasted) and 2017 through 2019 (Projected)

| | Historical 2014 | Historical 2015 | Forecasted 2016 | Projected 2017 | Projected 2018 | Projected 2019 |
|--|--------------------|--------------------|--------------------|-------------------|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | | | | | |
| Net Income (loss) | \$ (29,219) | \$ 55,171 | \$ 166,538 | \$ 236,275 | \$ 366,509 | \$ 371,200 |
| Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities | | | | | | |
| Depreciation & Amortization | 225,672 | 244,200 | 233,950 | 195,359 | 205,002 | 214,645 |
| (Increase) decrease in: | | | | | | |
| Accounts Receivable | (196,622) | 420,643 | (14,082) | (14,363) | (14,650) | (14,943) |
| Inventory | (3,497) | (1,888) | (641) | (653) | (666) | (680) |
| Prepaid Expenses | (10,535) | 8,058 | (1,231) | (1,256) | (1,281) | (1,307) |
| Increase (decrease) in: | | | | | | |
| Accounts Payable | 324,596 | (422,503) | 5,297 | 5,403 | 5,511 | 5,621 |
| Deferred Income | (972) | 27,747 | 877 | 895 | 913 | 931 |
| Accrued expenses | (51,690) | 22,522 | 3,006 | 3,066 | 3,128 | 3,190 |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>257,733</u> | <u>353,950</u> | <u>393,715</u> | <u>424,725</u> | <u>564,465</u> | <u>578,658</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | | | | | |
| Net Escrow Deposits | 10,820 | 2,695 | (1,081) | (1,102) | (1,124) | (1,147) |
| Refund of Financing Costs | 6,710 | - | - | - | - | - |
| Net Deposits to reserve for replacment | (12,937) | (21,018) | (12,091) | (12,332) | (12,579) | (12,831) |
| Purchases of Property, Plant & Equipment | <u>(165,773)</u> | <u>(66,738)</u> | <u>(100,000)</u> | <u>(100,000)</u> | <u>(100,000)</u> | <u>(100,000)</u> |
| NET CASH (USED) BY INVESTING ACTIVITIES | <u>(161,180)</u> | <u>(85,061)</u> | <u>(113,171)</u> | <u>(113,435)</u> | <u>(113,704)</u> | <u>(113,978)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | | | | | |
| Note Payable - Phil Condon | 6,682 | 9,852 | (227,057) | - | - | - |
| Distributions to owners | - | - | (66,615) | (94,510) | (278,604) | (280,480) |
| Principal Payments of Long-Term Debt | <u>(74,008)</u> | <u>(75,910)</u> | <u>(77,860)</u> | <u>(79,861)</u> | <u>(81,913)</u> | <u>(84,018)</u> |
| NET CASH (USED) BY FINANCING ACTIVITIES | <u>(67,326)</u> | <u>(66,058)</u> | <u>(371,532)</u> | <u>(174,371)</u> | <u>(360,517)</u> | <u>(364,498)</u> |
| NET INCREASE (DECREASE) IN CASH | 29,227 | 202,831 | (90,989) | 136,920 | 90,245 | 100,182 |
| CASH AT BEGINNING OF YEAR | <u>58,827</u> | <u>88,054</u> | <u>290,885</u> | <u>199,896</u> | <u>336,816</u> | <u>427,061</u> |
| CASH AT END OF YEAR | <u>\$ 88,054</u> | <u>\$ 290,885</u> | <u>\$ 199,896</u> | <u>\$ 336,816</u> | <u>\$ 427,061</u> | <u>\$ 527,243</u> |
| SUPPLEMENTARY DISCLOSURES | | | | | | |
| Interest paid | <u>\$ 135,391</u> | <u>\$ 119,732</u> | <u>\$ 107,212</u> | <u>\$ 105,211</u> | <u>\$ 103,159</u> | <u>\$ 101,054</u> |
| Income taxes paid | <u>\$ 250</u> | <u>\$ 250</u> | <u>\$ 250</u> | <u>\$ 250</u> | <u>\$ 250</u> | <u>\$ 250</u> |

See Summary of Significant Projection Assumptions and Accounting Policies and Accountant's Report

Franklin County Rehab, LLC.
SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS
AND ACCOUNTING POLICIES

NOTE 1 NATURE AND LIMITATIONS OF PROJECTIONS

The accompanying projections assume that the Company obtains approval from GMCB for a certificate of need (CON) to transfer membership interest from one owner to another for a nursing home in St Albans, Vermont. These financial projections present, to the best of management's knowledge and belief, the Company's expected financial position, results of operations, and cash flows for the years ending December 31, 2017 through 2019 if it obtains CON approval. Accordingly, the projections reflect its judgment as of June 30, 2016 the date of these projections, of the expected conditions, and its expected course of action given those hypothetical assumptions.

The presentation is designed to assist GMCB in its decision regarding CON approval and should not be considered to be a presentation of expected future results. Accordingly, these projections may not be useful for other purposes. The assumptions disclosed herein are those that management believes are significant to the projections. Even if the projected assumptions are attained, there will usually be differences between projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization:

Franklin County Rehab, LLC has been organized to own and operate the 64 bed facility.

Nature of Operations:

The Company will continue to provide nursing home care and short term rehabilitation for up to 64 residents in the St Albans, Vermont area.

Inventories:

Inventories are stated at the lower of cost or market. Cost is determined on the first-in, first-out (FIFO) basis.

Property, Plant and Equipment:

Property, plant and equipment is recorded at cost and depreciation thereon is computed by the straight-line method over the assets estimated useful life.

Revenues:

A significant amount of revenues are from Medicaid and Medicare reimbursements.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Franklin County Rehab, LLC.
SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS
AND ACCOUNTING POLICIES

NOTE 3 PROJECT OWNERSHIP AND ADMINISTRATIVE SALARY STRUCTURE

The projections assume that Coleen Kohaut (a 1% owner) and her spouse Callie Kohaut will purchase the membership interest of Phil Condon (a 99% owner) for a value less than fair market value. The difference in the sale value and fair market value will be deemed a gift from Phil Condon. No Nursing Home transfer tax will be due on this transaction. The sales price will be in the form of a Note Payable that will have monthly payments that start in January of 2018 of approximately \$11,000 per month to be paid to Phil Condon by Coleen and Callie Kohaut. This transaction will have no financial impact on Franklin County Rehab, LLC and merely change the ownership of the facility.

In 2017, Coleen Kohaut will become the Administrator and take on the Administrator's salary and Phil Condon will stay on in a consulting capacity at the same level of salary that Coleen had. Therefore, there will be no change to the total administrative salary structure in 2017. Beginning in 2018, administrative salary will be reduced by the amount of consulting salary as the consulting position is removed.

NOTE 4 REVENUE ASSUMPTIONS

All revenue assumptions are based on management's best judgment about circumstances and conditions at the time these projections were prepared and are not all inclusive.

Census - Overall census numbers are projected to remain the same as they were in 2015 at 92.62% occupancy. No changes in overall occupancy or in the patient mix of that occupancy percentage are projected. The mix of approximately 29.5% Medicare, 46.9% Medicaid and 23.6% Private is projected to remain the same throughout the forecast and projections.

Rates - Private rates are anticipated to increase 2% annually to cover normal inflationary costs. Medicaid rates are projected at the average 2015 rate increased 2% annually to cover normal inflationary costs. Medicare rates are expected to increase annually to cover normal inflationary costs starting with the 2015 average Medicare rate. Private and Part B ancillaries are expected to increase 2% per year using the 2015 revenues as a base.

Provision for Bad Debts - the accounting position responsible for receivable collections changed individuals in 2015. This has resulted in collections being much better than previously. The projections estimate that the provision for bad debts will be drastically reduced resulting in a much lower need for write-offs starting in 2016 due to the effectiveness of the new hire in 2015 realizing much better collection results.

Other Revenues (Expenditures) - Settlements - the 2016 settlement is a result of the Medicaid interim rates for 7/1/15-12/31/15 going final in 2016. It is not estimated that there will be settlements in 2017-2019.

Franklin County Rehab, LLC.
SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS
AND ACCOUNTING POLICIES

NOTE 5 EXPENSE ASSUMPTIONS

All expense assumptions are based on management's best judgment about circumstances and conditions at the time these projections were prepared and are not all inclusive.

Overall expenses - except where otherwise indicated below, expenses are projected using the current facility's historical 2015 costs increased each year by an estimated 2% for inflation with the exception of health insurance, which is inflated by an estimated 8% annually.

Other Administrative Salaries – as indicated in Note 3, in 2017 other administrative salaries will be based on 2016 inflated forward. In 2018 and 2019, the administrative consulting position will be eliminated and the cost will be based 2017 cost without that position inflated forward by 2% for inflationary increases. Along with the reduction in salaries for the elimination of the consulting position, the related payroll taxes, 401k match and health insurance related to that position are also reduced in 2018 and 2019.

Interest Expense – Mortgage – is based on the current amortization schedule of the HUD mortgage currently in place and not anticipated to change.

Interest Expense - Phil Condon – the projections assume that Phil Condon will be paid back the \$227,057 owed to him by the company prior to the transfer of ownership. As a result of this, the interest expense on this loan will cease for the years 2017-2019.

Depreciation and Amortization - calculated based on the current fixed asset depreciation schedule run out through 2019 plus depreciation on normal equipment and furnishings purchased of \$50,000 annually and improvements purchased of \$50,000 annually as reflected in the cash flow statement. Lives on all depreciable assets are set using the American Hospital Association's estimated useful lives guide.

Bed Tax – it is not anticipated the bed tax will increase throughout these projections as it has remained the same for the last several years.

NOTE 6 DISTRIBUTIONS TO OWNERS

In 2016 and 2017, distributions to owners are projected to cover income taxes on profits passed through to them estimated at 40% of profits. For purposes of this projection book income is estimated to approximate taxable income. In 2018 and 2019, distributions to owners are projected to cover income taxes on profits passed through to them estimated at 40% of profits plus \$11,000 per month to cover the payments on the loan indicated in Note 3.

SUPPLEMENTARY INFORMATION

Franklin County Rehab, LLC
DEPARTMENTAL EXPENSE SCHEDULES
UNDER THE HYPOTHETICAL ASSUMPTIONS IN NOTE 1
For the Years Ended December 31, 2014 and 2015 (Historical),
and Years Ending 2016 (Forecasted) and 2017 through 2019 (Projected)

| | Historical 2014 | Historical 2015 | Forecasted 2016 | Projected 2017 | Projected 2018 | Projected 2019 |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| ADMINISTRATIVE & GENERAL | | | | | | |
| Salary - Administrator | \$ 221,171 | \$ 203,343 | \$ 207,410 | \$ 211,558 | \$ 215,789 | \$ 220,105 |
| Salary - Other Admin | 307,301 | 341,334 | 348,161 | 355,124 | 252,226 | 257,271 |
| Office Supplies & Postage | 35,924 | 34,822 | 35,518 | 36,228 | 36,953 | 37,692 |
| Communications | 17,616 | 19,875 | 20,273 | 20,678 | 21,092 | 21,514 |
| Travel & motor vehicle | 15,133 | 33,082 | 33,744 | 34,419 | 35,107 | 35,809 |
| Advertising | 30,307 | 46,860 | 47,797 | 48,753 | 49,728 | 50,723 |
| Licenses & Dues | 8,108 | 3,967 | 4,046 | 4,127 | 4,210 | 4,294 |
| Professional Services | 34,515 | 45,821 | 46,737 | 47,672 | 48,625 | 49,598 |
| Payroll Taxes | 333,280 | 327,926 | 334,485 | 341,175 | 339,584 | 346,376 |
| Insurances - General | 167,257 | 181,509 | 185,139 | 188,842 | 192,619 | 196,471 |
| Health insurances | 122,233 | 116,955 | 119,294 | 128,838 | 133,911 | 144,624 |
| Computerization | 33,508 | 50,446 | 51,455 | 52,484 | 53,534 | 54,605 |
| Other benefits | 103,203 | 126,226 | 128,751 | 131,326 | 129,553 | 132,144 |
| Consultants | 35,116 | 31,378 | 32,006 | 32,646 | 33,299 | 33,965 |
| Tuition & Education | 22,324 | 13,923 | 14,201 | 14,485 | 14,775 | 15,071 |
| Contributions | 2,180 | 1,613 | 1,645 | 1,678 | 1,712 | 1,746 |
| Miscellaneous | 16,133 | 23,558 | 24,029 | 24,510 | 25,000 | 25,500 |
| TOTAL ADMINISTRATIVE & GENERAL | \$ 1,505,309 | \$ 1,602,638 | \$ 1,634,691 | \$ 1,674,543 | \$ 1,587,717 | \$ 1,627,508 |
| PROPERTY & RELATED EXPENSES | | | | | | |
| Interest Expense - Mortgage | \$ 123,096 | \$ 106,880 | \$ 107,212 | \$ 105,211 | \$ 103,159 | \$ 101,054 |
| Interest Expense - Phil Condon | 12,295 | 12,852 | 13,623 | - | - | - |
| Bed Tax | 314,850 | 314,850 | 314,850 | 314,850 | 314,850 | 314,850 |
| Depreciation - Building and Improvements | 89,448 | 114,162 | 115,710 | 118,113 | 120,613 | 123,113 |
| Depreciation - Equipment | 124,885 | 118,698 | 106,900 | 65,906 | 73,049 | 80,192 |
| MIP Insurance | 25,117 | 23,568 | 23,568 | 23,568 | 23,568 | 23,568 |
| Amortization - Loan Fees | 11,339 | 11,340 | 11,340 | 11,340 | 11,340 | 11,340 |
| Real Estate Taxes | 66,413 | 69,041 | 70,422 | 71,830 | 73,267 | 74,732 |
| TOTAL PROPERTY & RELATED EXPENSES | \$ 767,443 | \$ 771,391 | \$ 763,625 | \$ 710,818 | \$ 719,846 | \$ 728,849 |
| PLANT OPERATION & MAINTENANCE | | | | | | |
| Salary - Maintenance | \$ 37,640 | \$ 41,758 | \$ 42,593 | \$ 43,445 | \$ 44,314 | \$ 45,200 |
| Heating Fuel & Gas | 30,208 | 33,095 | 33,757 | 34,432 | 35,121 | 35,823 |
| Electricity | 54,271 | 56,086 | 57,208 | 58,352 | 59,519 | 60,709 |
| Water & Sewer | 16,558 | 30,072 | 30,673 | 31,286 | 31,912 | 32,550 |
| Maintenance | 41,731 | 23,653 | 24,126 | 24,609 | 25,101 | 25,603 |
| Purchases, repairs & operating services | 67,766 | 69,616 | 71,008 | 72,428 | 73,877 | 75,355 |
| TOTAL PLANT OPERATION & MAINTENANCE | \$ 248,174 | \$ 254,280 | \$ 259,365 | \$ 264,552 | \$ 269,844 | \$ 275,240 |

See Summary of Significant Projection Assumptions and Accounting Policies and Accountant's Report

Franklin County Rehab, LLC
DEPARTMENTAL EXPENSE SCHEDULES
UNDER THE HYPOTHETICAL ASSUMPTIONS IN NOTE 1
For the Years Ended December 31, 2014 and 2015 (Historical),
and Years Ending 2016 (Forecasted) and 2017 through 2019 (Projected)

| | Historical 2014 | Historical 2015 | Forecasted 2016 | Projected 2017 | Projected 2018 | Projected 2019 |
|------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| DIETARY | | | | | | |
| Dietary Salaries | \$ 222,583 | \$ 224,334 | \$ 228,821 | \$ 233,397 | \$ 238,065 | \$ 242,826 |
| Food | 189,009 | 192,353 | 196,200 | 200,124 | 204,126 | 208,209 |
| Supplies & Other Expenses | 37,885 | 43,722 | 44,596 | 45,488 | 46,398 | 47,326 |
| TOTAL DIETARY | \$ 449,477 | \$ 460,409 | \$ 469,617 | \$ 479,009 | \$ 488,589 | \$ 498,361 |
| LAUNDRY & LINEN | | | | | | |
| Laundry Salaries | \$ 37,388 | \$ 40,126 | \$ 40,929 | \$ 41,748 | \$ 42,583 | \$ 43,435 |
| Supplies & Other Expenses | 8,418 | 12,064 | 12,305 | 12,551 | 12,802 | 13,058 |
| TOTAL LAUNDRY & LINEN | \$ 45,806 | \$ 52,190 | \$ 53,234 | \$ 54,299 | \$ 55,385 | \$ 56,493 |
| HOUSEKEEPING | | | | | | |
| Housekeeping Salaries | \$ 58,527 | \$ 65,115 | \$ 66,417 | \$ 67,745 | \$ 69,100 | \$ 70,482 |
| Supplies & Other Expenses | 25,369 | 36,680 | 37,414 | 38,162 | 38,925 | 39,704 |
| TOTAL HOUSEKEEPING | \$ 83,896 | \$ 101,795 | \$ 103,831 | \$ 105,907 | \$ 108,025 | \$ 110,186 |
| NURSING | | | | | | |
| Salaries - Director of Nursing | \$ 95,928 | \$ 117,455 | \$ 119,804 | \$ 122,200 | \$ 124,644 | \$ 127,137 |
| Salaries - Nurses (RN) | 748,040 | 813,158 | 829,421 | 846,009 | 862,929 | 880,188 |
| Salaries - Nurses (LPN) | 463,581 | 382,044 | 389,685 | 397,479 | 405,429 | 413,538 |
| Salaries - Other Nursing | 1,059,433 | 1,114,984 | 1,137,284 | 1,160,030 | 1,183,231 | 1,206,896 |
| Nursing Supplies & Other Costs | 322,361 | 340,965 | 347,784 | 354,740 | 361,835 | 369,072 |
| TOTAL NURSING | \$ 2,689,343 | \$ 2,768,606 | \$ 2,823,978 | \$ 2,880,458 | \$ 2,938,068 | \$ 2,996,831 |
| OTHER SERVICES | | | | | | |
| Activities Salaries & expense | \$ 142,126 | \$ 166,044 | \$ 169,365 | \$ 172,752 | \$ 176,207 | \$ 179,731 |
| Social Services Salaries & expense | 70,655 | 72,728 | 74,183 | 75,667 | 77,180 | 78,724 |
| Rehabilitative Services | 945,091 | 1,016,361 | 1,036,688 | 1,057,422 | 1,078,570 | 1,100,141 |
| Miscellaneous services - residents | 77,069 | 87,393 | 89,141 | 90,924 | 92,742 | 94,597 |
| Drugs & Pharmacy | 192,607 | 204,565 | 208,656 | 212,829 | 217,086 | 221,428 |
| Diagnostic services | 31,826 | 34,592 | 35,284 | 35,990 | 36,710 | 37,444 |
| TOTAL OTHER SERVICES | \$ 1,459,374 | \$ 1,581,683 | \$ 1,613,317 | \$ 1,645,584 | \$ 1,678,495 | \$ 1,712,065 |

See Summary of Significant Projection Assumptions and Accounting Policies and Accountant's Report

Attachment P

November 10, 2014

Phillip Condon, Administrator
Franklin County Rehab Center
110 Fairfax Road
St Albans VT 05478

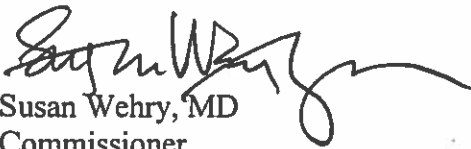
Dear Mr. Condon:

The Centers for Medicare and Medicaid Services (CMS) recently released data about the percent of nursing home residents who received antipsychotic medications in the second quarter of Federal Fiscal year 2014. This is part of the work of the National Partnership to Improve Dementia Care. The national rate is now at 19.4 %. Vermont's rate is now at 18%, down from a high of 26.2% during the second quarter of 2012. Many of our Vermont Nursing Homes have shown significant decreases in the percentage of long-stay residents receiving these antipsychotic medications.

Your home has a rate that is currently at or below the statewide average. Congratulations on achieving this benchmark. Such a reduction has a major impact on the quality of care provided to residents with dementia. I encourage to you continue your work towards further reductions in the use of antipsychotics at your nursing home. Please continue to involve staff at all levels in this effort. Encourage them to continue to identify non-pharmacological methods to address residents' behavioral issues.

Again, my congratulations on your achievement and please continue your efforts to improve care for residents with dementia.

Sincerely,



Susan Wehry, MD
Commissioner

Attachment Q



CERTIFICATE OF LIABILITY INSURANCE

FRANCOU-03 MKAVANAGH

DATE (MM/DD/YYYY)

7/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--------------------------------------|---------------|
| PRODUCER Hickok & Boardman, Inc. 346 Shelburne Rd Burlington, VT 05401 | CONTACT NAME: Melissa Kavanagh PHONE (A/C, No, Ext): (802) 383-1621 E-MAIL ADDRESS: mkavanagh@hbinsurance.com | FAX (A/C, No): (802) 658-0541 | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Franklin County Rehab Center LLC 110 Fairfax Road St. Albans, VT 05478-8014 | INSURER A: AIX Specialty Insurance Company | | 12833 |
| | INSURER B: Hanover Insurance Group | | |
| | INSURER C: Pennsylvania Manufacturing | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | L1VA01455103 | 05/25/2016 | 05/25/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | AHVA08716403 | 05/25/2016 | 05/25/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | AGGREGATE \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A | | 201600-0457481 | 05/25/2016 | 05/25/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| A | Professional Liab. | | L1VA01455103 | 05/25/2016 | 05/25/2017 | \$1,000,000 Occurrence 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Green Mountain Care Board
 89 Main Street
 Montpelier, VT 05620

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melissa Kavanagh

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Attachment R

Coleen Kohaut

From: Phillip Condon <pcondon@franklincountyrehab.com>
Sent: Thursday, July 24, 2014 3:19 PM
To: Jane Suder; Marie Walton; Kate Gladden; Coleen Kohaut
Subject: Fwd: Excellence In Action

Sent from my iPad

Phillip H. Condon Owner/Administrator
Franklin County Rehab Center LLC
110 Fairfax Rd.
St. Albans, VT 05478

Begin forwarded message:

From: Joe Zigtema <jzigtema@nationalresearch.com>
Date: July 24, 2014 at 11:37:56 AM EDT
To: "pcondon@franklincountyrehab.com" <pcondon@franklincountyrehab.com>
Subject: Excellence In Action

Phil,

I'm reaching out to congratulate you for again earning My InnerView's Excellence In Action Award for 2013. After reviewing your satisfaction survey data compared to our national database, your facility finished above the 90th percentile for customer recommendation.

We will be sending a plaque out to the facility next month and I also wanted to secure your permission to publish your facility's name next to all our EIA winners in various publications such as Provider Magazine. We will also be sending you a press release kit to share this with the community. There is no cost for this.

In Vermont, 9 total SNFs won the award. Nationwide, about 200 winners qualified. You are truly in elite company!

Excellence in Action Award criteria includes that the winning organization has:

1. Completed a customer (resident or family) or workforce satisfaction survey during 2013, using standard instruments (may or may not include additional custom questions).
2. Had a minimum of 10 responses, with a minimum 30% response rate.
3. Scored in the top 10% of qualifying organizations on the question "What is your recommendation of this facility to others?" in terms of the percentage of respondents rating the organization as "excellent."

Please feel free to reach out at your convenience.

Best,

Joe Zigtema, MBA; Business Development Manager
My InnerView by National Research Corporation

p. 800.388.4264 | c. (913) 620-0069 | f: 402.475.9061

nationalresearch.com/myinnerview

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Empowering customer-centric healthcare across the continuum.™