

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

SARAH E.B. LONDON
CHIEF ASST. ATTORNEY GENERAL



TEL: (802) 828-3171

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

STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER, VT
05609-1001

May 5, 2022

Mr. Anthony Carr, Esq.
Shaheen & Gordon, PA
353 Central Avenue, Suite 200
Dover, NH 03820
By email to: acarr@shaheengordon.com

Re: Your Public Records Request

Mr. Carr:

On March 3, 2022, you submitted a Public Records Act request to my Office seeking “[a]ny and all documents referring or relating to Woodbine Senior Living, LLC and/or Spring Village at Essex, including but not limited to all documents relating to allegations of their violations of Vermont’s Consumer Protection Act and the Assurance of Discontinuance, as well as all communications.” Subsequently, as we confirmed via email exchange on March 30, 2022, you narrowed your request to correspondences between my Office and complainants regarding Spring Village at Essex. In that March 30th correspondence, I estimated that our cost in responding to your narrowed request would be \$460. Your firm paid that estimate on March 31, 2022.

We write to produce records in response to your request. Some of these records – specifically, personal documents, including those containing “medical or psychological facts concerning any individual” – have been redacted pursuant to 1 V.S.A. § 317(c)(3) and (7). If you feel information or records have been redacted in error, you may appeal to the Deputy Attorney General Josh Diamond at Joshua.Diamond@vermont.gov. I hope the attached and above information is helpful to you.

I will follow up by separate email to address any reconciliation required with regard to your payment of \$460.

Regards,

Jamie Renner
Assistant Attorney General

Enclosures

From: [REDACTED]
To: Renner, Jamie
Subject: Re: Spring Village - follow up
Date: Sunday, May 19, 2019 2:55:35 PM
Attachments: [DiscoveryVLA.pdf](#)

Hi Jamie,

I'm attaching a PDF file which contains all of the documents (I think) related to the discharge/appeal. Hopefully they are helpful.

Thanks,

[REDACTED]

On Wed, May 15, 2019 at 3:31 PM Renner, Jamie <Jamie.Renner@vermont.gov> wrote:

[REDACTED]

Here's my email address. It'd be helpful if you could send me the following documents:

- Spring Village's original notice of discharge and any supporting documents they provided you
- Your appeal(s) to Spring Village, DAIL/Human Services Board
- Any response(s) to your appeal(s)

Thanks, and let me know if you have any questions.

-Jamie

Jamie Renner

Assistant Attorney General

Office of the Vermont Attorney General

109 State Street, Montpelier, VT 05609

Dir: 802-828-5947



AGENCY OF HUMAN SERVICES

DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING

Department of Disabilities, Aging and Independent Living
Division of Licensing and Protection
HC 2 South
280 State Drive
Waterbury, Vermont 05671-2060

June 7, 2018

Katy Lemery, Manager
Maple Ridge Memory Care
6 Freeman Woods
Essex, VT 05451

Dear Ms. Lemery:

This letter is in response to your notice of discharge to [REDACTED] dated [REDACTED] specifically for:

- The care you require exceeds those which the home is licensed
- You present a threat to yourself, the welfare of the other residents and staff.

I reviewed the materials submitted to determine if this involuntary discharge meets the regulatory intent of 5.3.a (1) ii and iii of the Residential Care Home Licensing Regulations. Based on [REDACTED] care needs, I find that the requirements for an involuntary discharge have been met. As such, I will allow this discharge to proceed.

This decision may be appealed by requesting a review by the Human Services Board. You must request this appeal in writing within 10 days of this decision. The Human Services Board may be reached at 14-16 Baldwin Street 2nd Floor, Montpelier, VT 05633-4302

Sincerely,

A handwritten signature in black ink, appearing to read "Suzanne Leavitt".

Suzanne Leavitt, RN MS, Division of Licensing and Protection

CC: Wendy Rowe, Long Term Care Ombudsman

SURVEYOR NOTES WORKSHEETFacility Name: Maple RidgeSurveyor Name: Lewitt

Provider Number: _____

Surveyor Number: _____ Discipline: _____

Observation Dates: From _____ To _____

TAG/CONCERNS	DOCUMENTATION
	[REDACTED]
6-7-18	d/c April [REDACTED]
	notified family
	document review -
	d/c may 24 =
	Cme excels license
	threat self - purpose of other
	- looks like the same d/c letter as [REDACTED]
	RA = presents care daily
	Physical first-aid - limited assist
	Transfers - extensive assist
	dsg - extensive assist
	Toilet use - total dependence
	personal hygiene - extensive assist
	bathing - ext assist
	This [REDACTED] meets LOC - and has no
	variance in place. he is alone what was care
	is lic to provide (w/o variance)
	will allow d/c. to proceed.
	sl

VERMONT LEGAL AID, INC.

VERMONT OMBUDSMAN PROJECT

264 NORTH WINOOSKI AVE.
 BURLINGTON, VERMONT 05401
 (802) 863-5620 (VOICE AND TTY)
 FAX (802) 863-7152
 (800) 747-5022

OFFICES:

BURLINGTON
 RUTLAND
 ST. JOHNSBURY

OFFICES:

MONTPELIER
 SPRINGFIELD

June 6, 2018

To Suzanne Leavitt,

██████████ is a resident at Maple Ridge Memory Care (formerly Spring Village Memory Care) in Essex Jct. Vermont. ██████████ was issued a 30-day discharge notice on May 24, 2018. ██████████ family sought assistance from our Office in requesting an appeal of the involuntary discharge. This appeal is timely.

██████████ was admitted to Maple Ridge in ██████████ with a diagnosis of Alzheimer's disease with Parkinsonian features. He is currently in Memory Care level three which includes continence care. Memory three level of care is designed for residents who require more frequent and intensive assistance with activities of daily living.

Maple Ridge's discharge notice provides two reasons for ██████████ discharge: (1) that the care he needs exceeds the level of care the home is licensed for and (2) that he presents a threat to himself and the welfare of other residents and staff.

DAIL should not allow Maple Ridge to involuntarily discharge ██████████

First, there is insufficient support for the facility's claim that ██████████ is a threat to himself, other residents or staff. In fact, when asked by family members, multiple caregivers said that ██████████ was not combative with them.

Second, Maple Ridge rather than seeking to meet the standards of care set forth in its designation as a Special Care Unit, has prematurely decided that its facility is no longer the best place for ██████████

Prior to choosing Maple Ridge, ██████████ made careful inquiries about the facility's services, levels of care and whether his father would be a good candidate for their Memory care community. The answers ██████████ received back from Maple Ridge were reassuring to the ██████████ family. The family was told by Maple Ridge that aging in place was a priority and that there was 24 hour nursing. Maple Ridge was informed of ██████████ medical condition; fully assessed ██████████ condition prior to admission; and assured the family that they were equipped to care for ██████████ (he was a "good fit" for Maple Ridge).

It has only been in the last 2 months that Maple Ridge has expressed any concerns about ██████████ care needs to his family. Up until April of this year the family was frequently being

told by Maple Ridge that their [REDACTED] was doing well. In April, the family was told that [REDACTED] was becoming more resistant and confused when being showered or toileted. Then in May the family was unexpectedly told that Maple Ridge now felt as though its facility "may not be the best place" for [REDACTED]. This conclusion by Maple Ridge is not shared by all who care for him.

[REDACTED] wrote a letter in support **not to discharge** [REDACTED] at this time. [REDACTED] advocates for a minimum of three months in which time to see if the medication changes she's made in [REDACTED] regimen have a positive effect thus allowing him to stay in his current home. (See letter from [REDACTED] included in submission.)

In addition, in April when Maple Ridge alleged that [REDACTED] began to have more "behavioral" problems with some of his [REDACTED] a urine test was ordered to check for a UTI. [REDACTED] asked about the results of the test today. He was told that no test was done. As a result, Maple Ridge decided to follow up on the test order today.

Those closest to [REDACTED] his family and [REDACTED] are shocked and alarmed at the speed at which Maple Ridge decided upon involuntary discharge. Their concerns are justified given Maple Ridge's failure to fully explore and give time to try the interventions available to [REDACTED].

Thank you for considering this appeal.

Respectfully,

Wendy Rowe

Wendy Rowe

Long Term Care Ombudsman Program
Vermont Legal Aid
264 N. Winooski Ave
Burlington, VT 05401
(802) 448-1690

Cc:

[REDACTED]
Sean Londergan, SLTCO
Clayton Clark, DAIL

Enclosures:

[REDACTED]

To Whom it May Concern,

In [REDACTED] following my [REDACTED] I moved [REDACTED] [REDACTED] from Concord Park, an assisted living facility in Massachusetts, to Spring Village at Essex. [REDACTED] and I had interviewed with several other residential and skilled nursing homes in the area. We were specifically looking for a place that could adequately care for my father's needs as [REDACTED] but also, and almost as important to us, we wanted to find a home where he could live out his final years. My [REDACTED]

[REDACTED] his [REDACTED] and [REDACTED] shortly thereafter have all taken their toll on him. During our interview with Spring Village we could not have stressed more clearly how important it was to us as a family that [REDACTED] not have to move again once we had decided a new home for him. Spring Village assured that they could be that place. We were told how Spring Village made it a priority to have their residents be able to "age in place" there. We were also attracted to the promise that Spring Village had 24 hour nursing at the time.

We were also very clear how rapid the [REDACTED] [REDACTED] had been while at Concord Park and that he was mostly confined to a wheelchair because of [REDACTED] Spring Village assured us that they were equipped to handle this and would do a full assessment before accepting him. After the assessment, Spring Village concluded that [REDACTED] would be a good fit; they placed him at Level 2 Care (1 being the lowest and 3 being the highest).

During [REDACTED] at Spring Village, we were frequently and consistently told how well he was doing there. We reduced some of his medications and his affect seemed to brighten, and although his [REDACTED] continued to progress, his decline did seem to slow significantly following his move into Spring Village. He went on many

of the outings into the community and bonded with several of the staff members.

Overall, we have had few complaints about his care at Spring Village. That being said, the staff turnover has been extraordinary. We've seen so many good caregivers come and go during my father's first year there that it's been hard not to get discouraged at times. There have also been times that Spring Village has seemed woefully understaffed. Otherwise, [REDACTED] seems to have found a sense of home there.

In [REDACTED] Teri Litchfield, Spring Village's new Director of Nursing, told us [REDACTED] was becoming increasingly resistant and confused when being showered or toileted, but, given the nature of his disease, this was not unexpected. We arranged a meeting with Annegret Schmitt-Johnson, NP and decided to order a [REDACTED] in the hopes of decreasing any potential future agitation. At no point was it communicated to me that [REDACTED] recent change in behavior might jeopardize his ability to remain at Spring Village; had I thought this might be a possibility, I would have strategized with [REDACTED] treatment team to best determine how to meet his needs along with those of Spring Village. [REDACTED] briefly interviewed several of [REDACTED] hands on caregivers and all three said [REDACTED] never became combative with them.

On [REDACTED] Spring Village bumped [REDACTED] up to Level 3 Care. Shortly thereafter, we received another call from Teri, requesting a family meeting. This was the first time Spring Village had initiated a family meeting, so I was concerned. I asked if there was a specific reason for the meeting. Teri said, "We're worried that this might not be the best building for [REDACTED] We just want what best for him." I reiterated how we'd been assured that my father would be able to age in place at Spring Village, to which, Teri said, "Woodbine might have put their foot in their mouth when they said that." I was stunned and disappointed. When this conversation took place, I wasn't even aware

that Spring Village had been taken over by a new management firm, HallKeen/Northbridge Assisted Living.

On [REDACTED] [REDACTED] met with Teri and Katy Lemery, Spring Village's Executive Director. Shortly into this meeting we were informed that Spring Village would be discharging [REDACTED] in approximately 30 days. Katy quite frankly admitted that promises of aging in place had been made to many families and that these promises would now be broken. Katy stated that she would not have made those promises herself and regretted that the new management team had tasked her with informing families that Spring Village would not be living up to these promises.

On [REDACTED] HallKeen/Northbridge changed Spring Village at Essex to Maple Ridge Memory Care.

I am currently looking for a new home for [REDACTED]. It is heart breaking to think that he will most likely have to move again, especially considering that he had found a home at Spring Village.

[REDACTED] PCP, [REDACTED] recently made an additional change in his medication in the hopes that it will reduce the possibly of any future agitation; her current recommendation is that [REDACTED] remain at Maple Ridge Memory Care to see if this change in medication will have the desired effect.

Sincerely,

[REDACTED]

[REDACTED]

[REDACTED]

Ref:

[REDACTED]

To the Executive Director and Management at Spring Village:

I have been caring for [REDACTED] since he moved into Spring Village. He struggles with [REDACTED] and [REDACTED]. The family and I were notified very recently that he is being required to relocate to a higher level facility. I feel strongly that I need more time to work on medication adjustment to allow him to be more cooperative with care. Our understanding is that he is now requiring two person assists for care at times due to combativeness and behavioral issues. I have adjusted his medication to hopefully help with this issue. Medication adjustments take time and I would strongly request that we be allowed a minimum of three months to work on improving his regimen so that he may be allowed to stay at Spring Village. We would also like clarification of the requirements that must be met for him to stay at Spring Village. I have been in close touch with the family and have visited [REDACTED] on [REDACTED] to assess his condition. I had reduced a number of his medications over the past few months to try to reduce somnolence and those medication reductions may need to be reevaluated. Please feel free to contact me with any questions.

Sincerely,

[REDACTED]

TUE 10:55 FAX

002/002

To [REDACTED]

I want to acknowledge that I received your letter regarding the discharge of [REDACTED]. I greatly appreciate your willingness to make changes which are in his best interest, as he has been a valued member of our community and we want only the best for [REDACTED]. I cannot, in all fairness, promise that we could adequately meet his needs for three months while med adjustments are made for him, but we welcome any and all changes that you make to help his quality of life and involvement in his care, and will cooperate as much as we are able to do within the constraints of our license.

As you may know, Residential Care Home Licensing Regulations section 5.1a, which we must abide by, states that "The Licensee shall not accept or retain as a resident any individual who meets level of care eligibility for nursing home admission, or who otherwise has care needs which exceed what the home is able to safely and appropriately provide." [REDACTED] latest assessment has him listed as extensive assist or total dependence for all of his [REDACTED] along with a 2-person transfer. This along with his combative behavior at times has made caring for him unsafe.

With all decisions regarding our resident's care and placement, these decisions are not made lightly. We are licensed by the state of Vermont and follow those state regulations as to who we can admit and retain in our facility, and also must use our own best judgement to avoid injury to our residents or staff.

Again, we welcome all changes you wish to pursue in the meantime regarding [REDACTED] plan of care and medication management, but his 30-day notice still has gone into effect as of [REDACTED]. If a radical change in his care needs has occurred by [REDACTED] we would reconsider that notice, but the family should look for alternative placement as there is no way to know what will occur in that time frame. We wish him and his family the best, and we are cheering for him!

If you have any additional questions please reach out to me.

Thank you,

Katy Lemery
Executive Director

Maple Ridge Memory Care
802-872-1700

[REDACTED] 10:20 AM [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 10:20 AM [REDACTED] [REDACTED]

Page 5 of 6 #9/62 8

[REDACTED]

Page #2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 10:20 AM [REDACTED] [REDACTED]

Page 2 of 8 #9762 0

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10:20 AM

[Redacted]

Page #2

[Redacted]

[Redacted]

[Redacted]



Date: [REDACTED]

Resident Name: [REDACTED]

Address: [REDACTED]

Resident Representative: [REDACTED]

Address: [REDACTED]

Dear [REDACTED]

This letter is to notify you that we intend to discharge you from this community on [REDACTED]. The specific reasons for your discharge are:

- The care you require exceeds those which the home is licensed

[REDACTED]

You have been a resident of our community since [REDACTED]. Although, we have enjoyed having you and your family be a part of our community, we feel that your level of care has exceed what we can safely provide for you due to the need for a 2-person transfer, refusal of care, and aggressive behaviors surrounding care. [REDACTED]

You have the right to appeal the decision of discharge. You have the right to remain in the community until there is a final decision on your appeal. To appeal, you must complete the following steps:

1. You or your legal representative must inform the Executive Director or the State Survey Agency Director, Suzanne Leavitt that you wish to appeal this discharge notice. You can make this request verbally or in writing to:

Suzanne Leavitt, State Survey Agency Director
Division of Licensing and Protection
HC2 South 280 State Drive
Waterbury, VT 05671
Telephone: 802-241-0480

2. You must request the appeal within 10 business days from the date you received this notice.

3. At the time you request the appeal, you or your legal representative must provide material information to the State Survey Agency Director explaining why you disagree with the proposed discharge.
4. The State Survey Agency Director or a designee will make a decision within eight business days of your request to appeal this discharge.
5. If you do not understand this letter or if you need help requesting an appeal, you can contact The Long-Term Ombudsman, Disability Right's Vermont or the Vermont Senior Citizens Law Project. Please let the Executive Director know if you need assistance contacting one of these agencies.

If you do not wish to appeal this notice, you do not need to take any further action. The Executive Director will inform you of the next steps to proceed with the discharge/transfer. You do not have to leave the community until the date specified in the first paragraph of this letter.

Please let me know if you have any questions.

Sincerely,



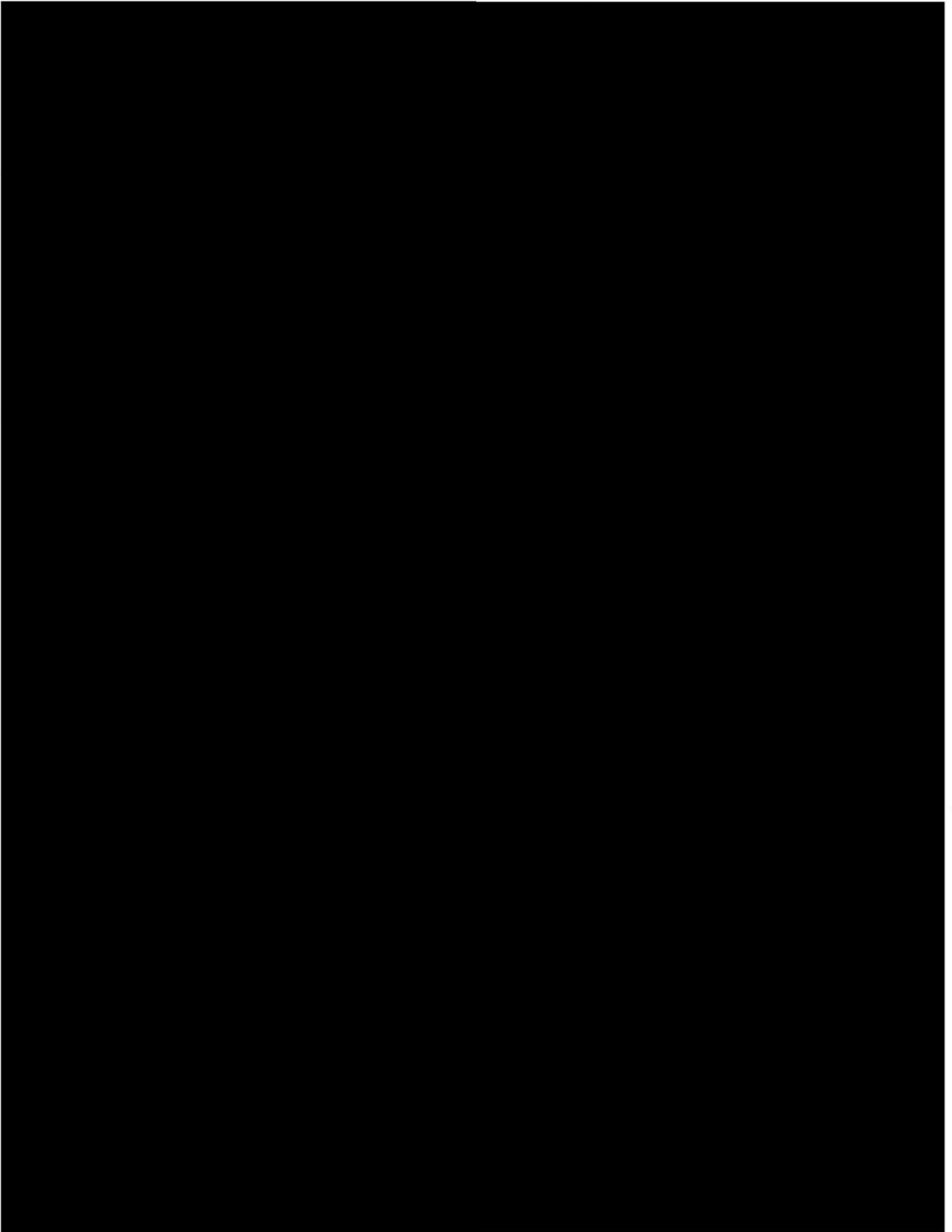
Katy Lemery

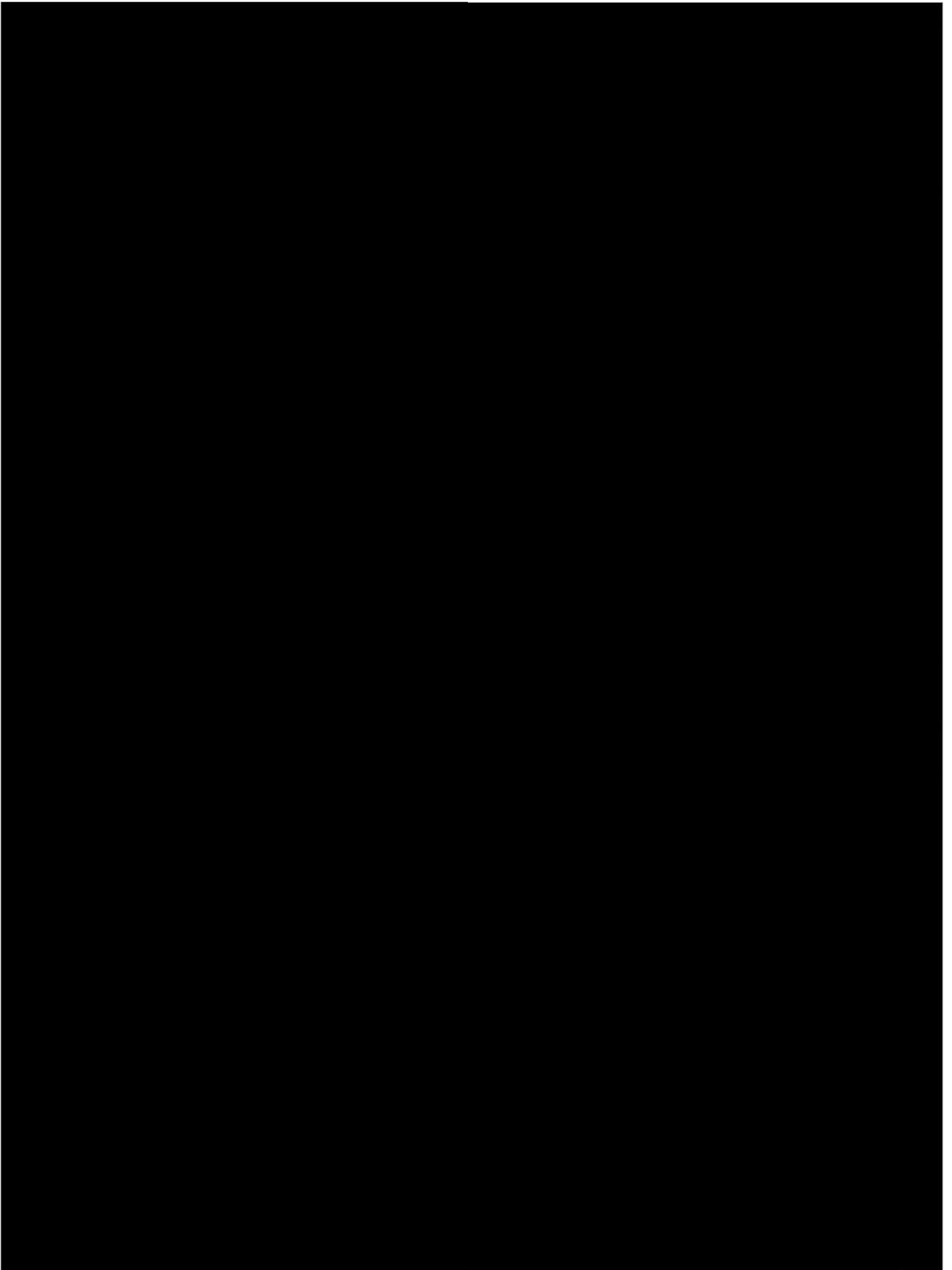
Executive Director
Spring Village at Essex

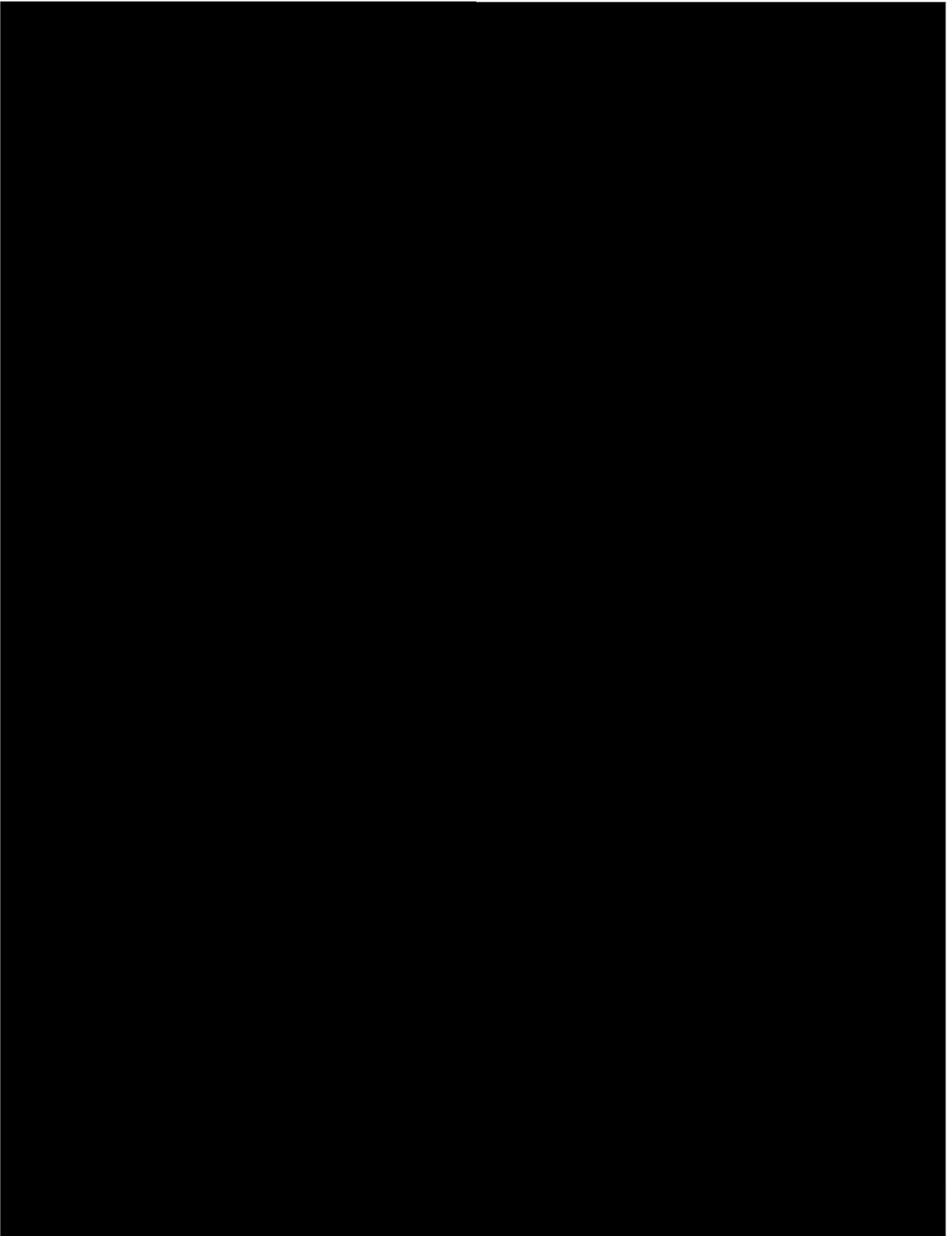
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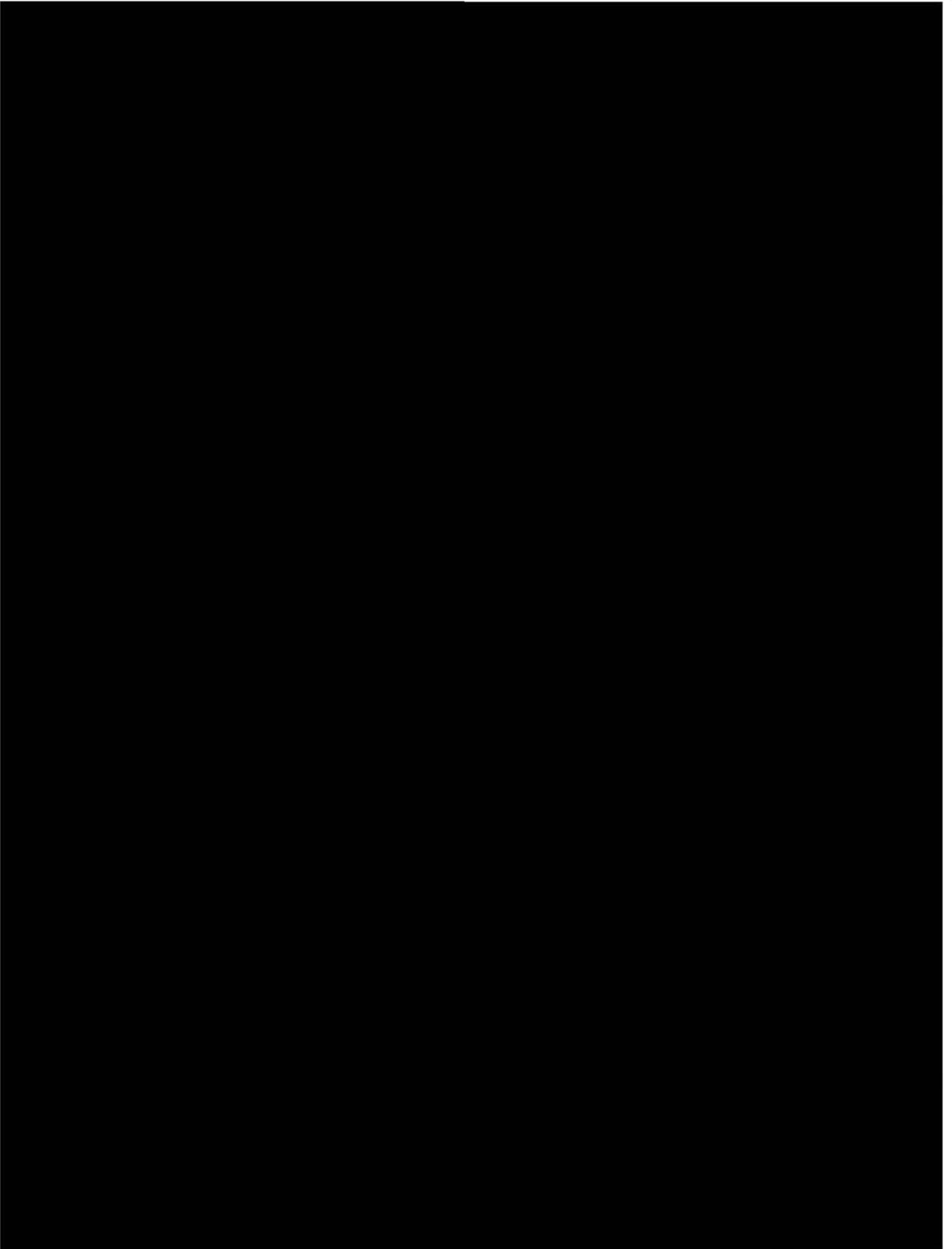


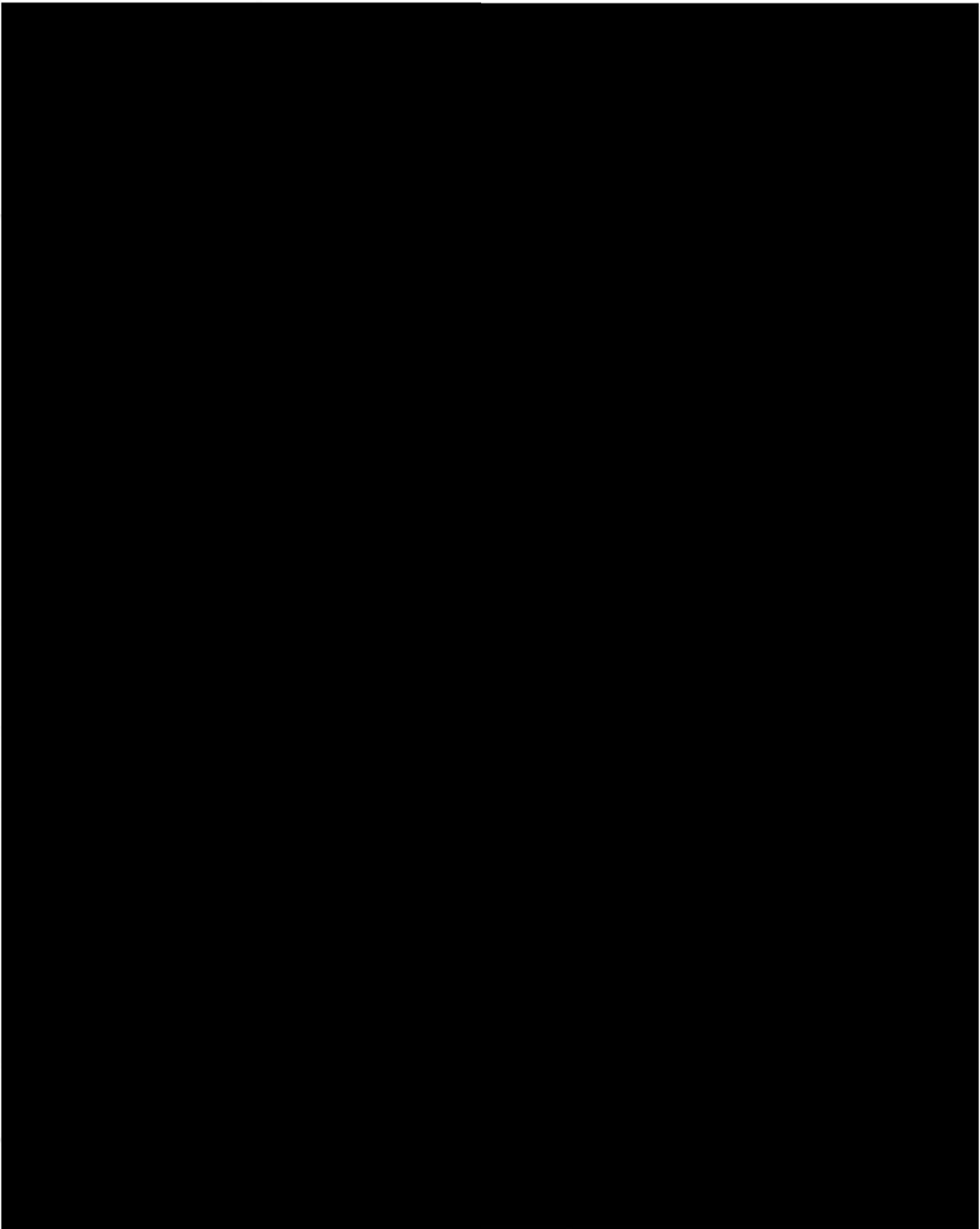
Resident Assessment

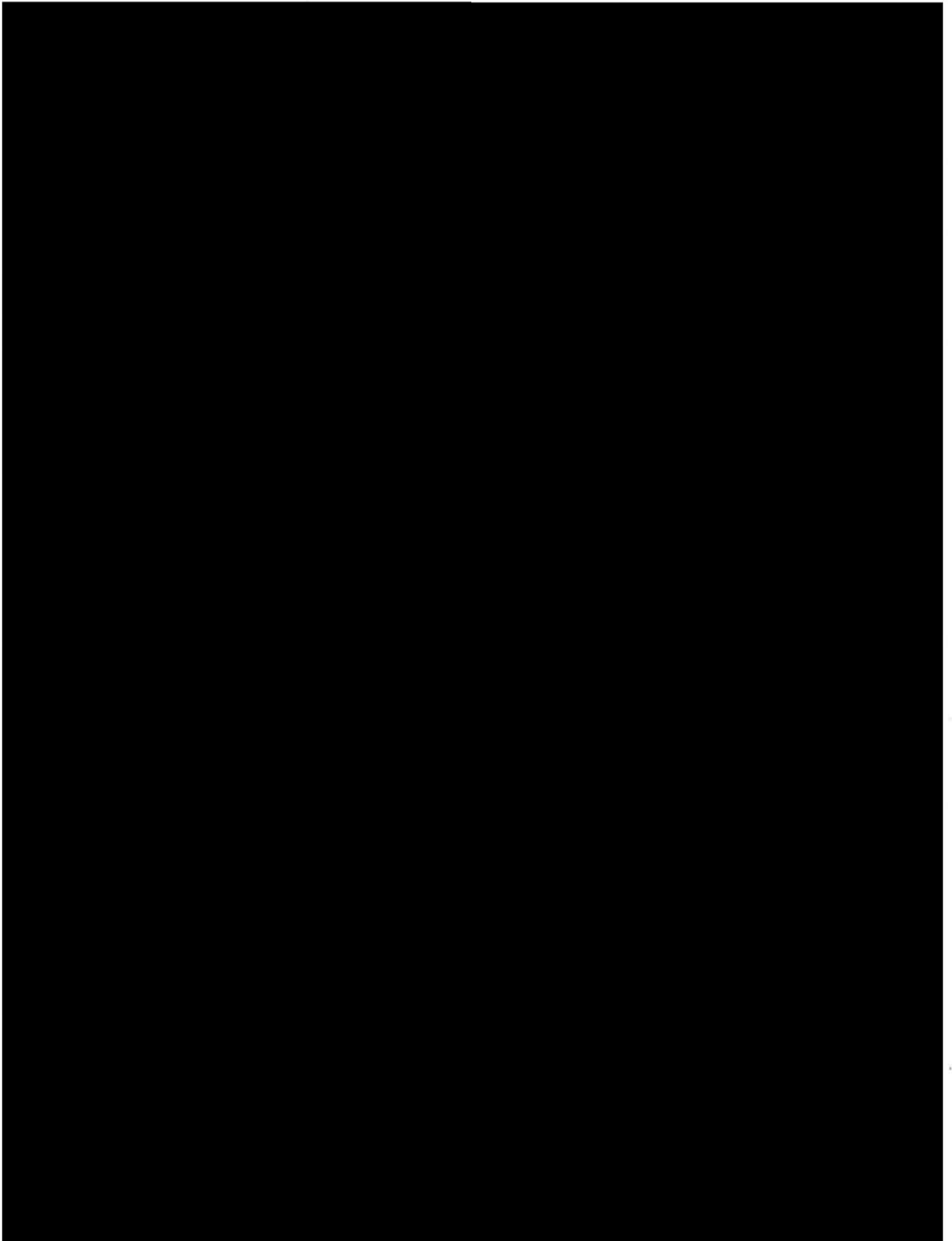


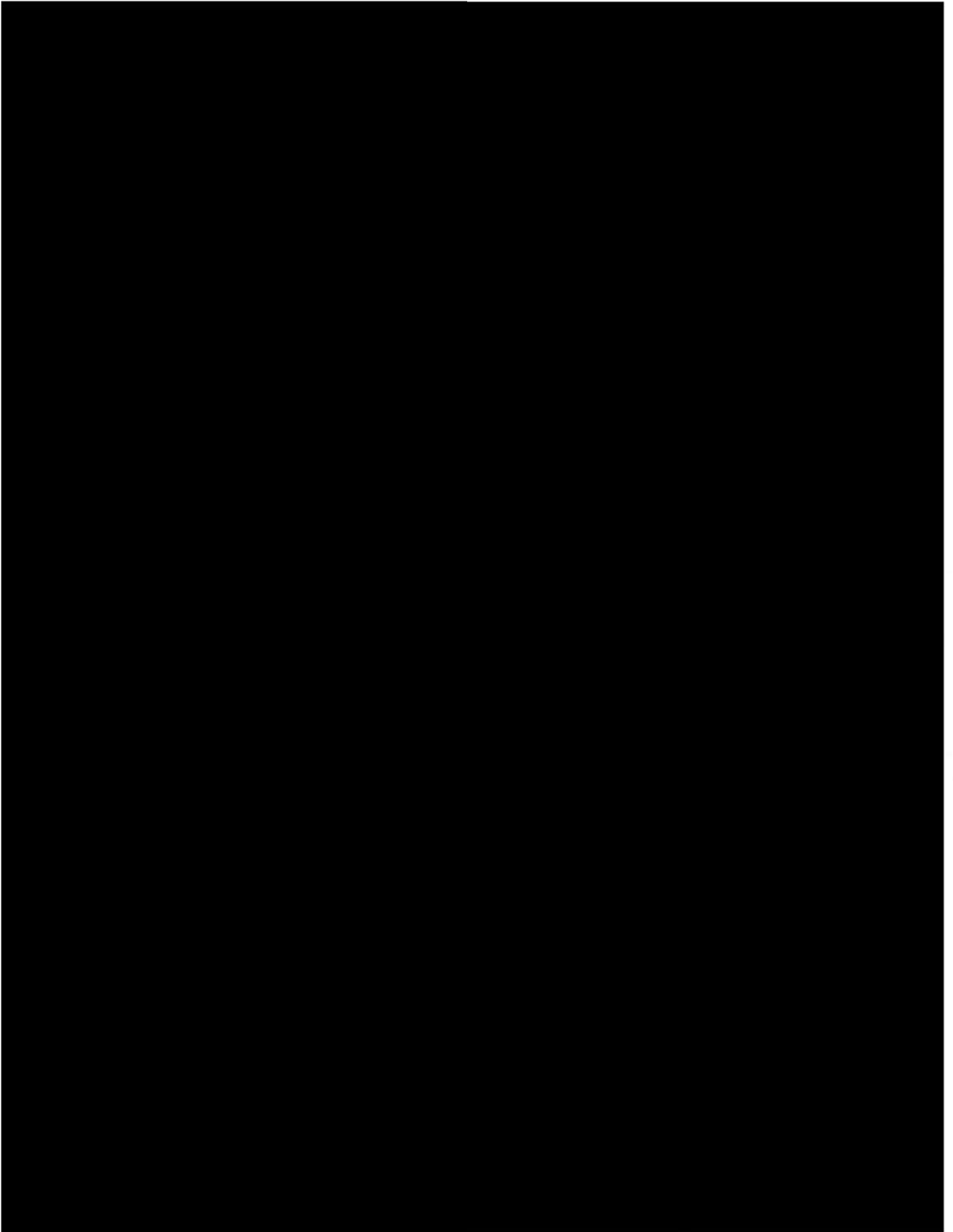


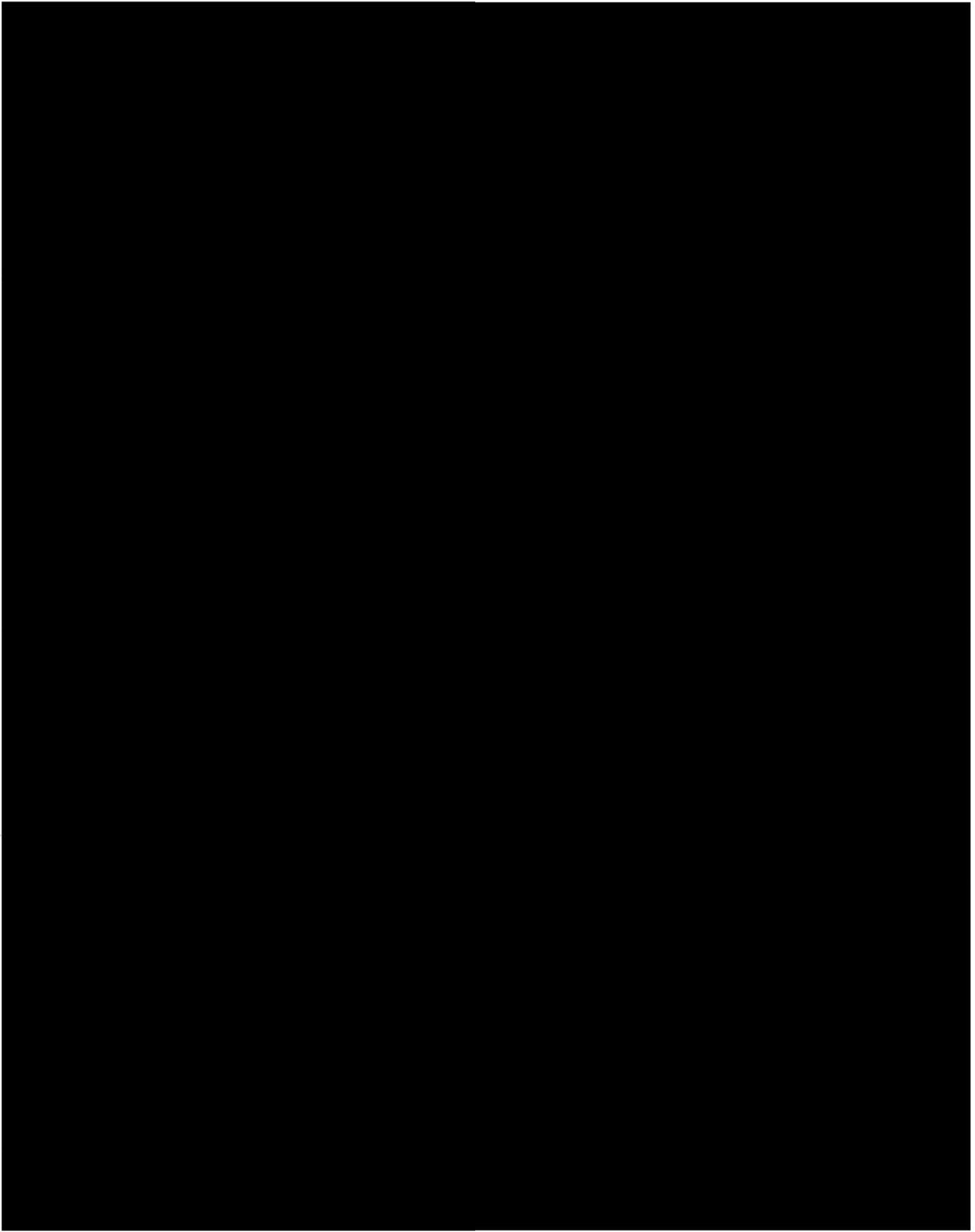


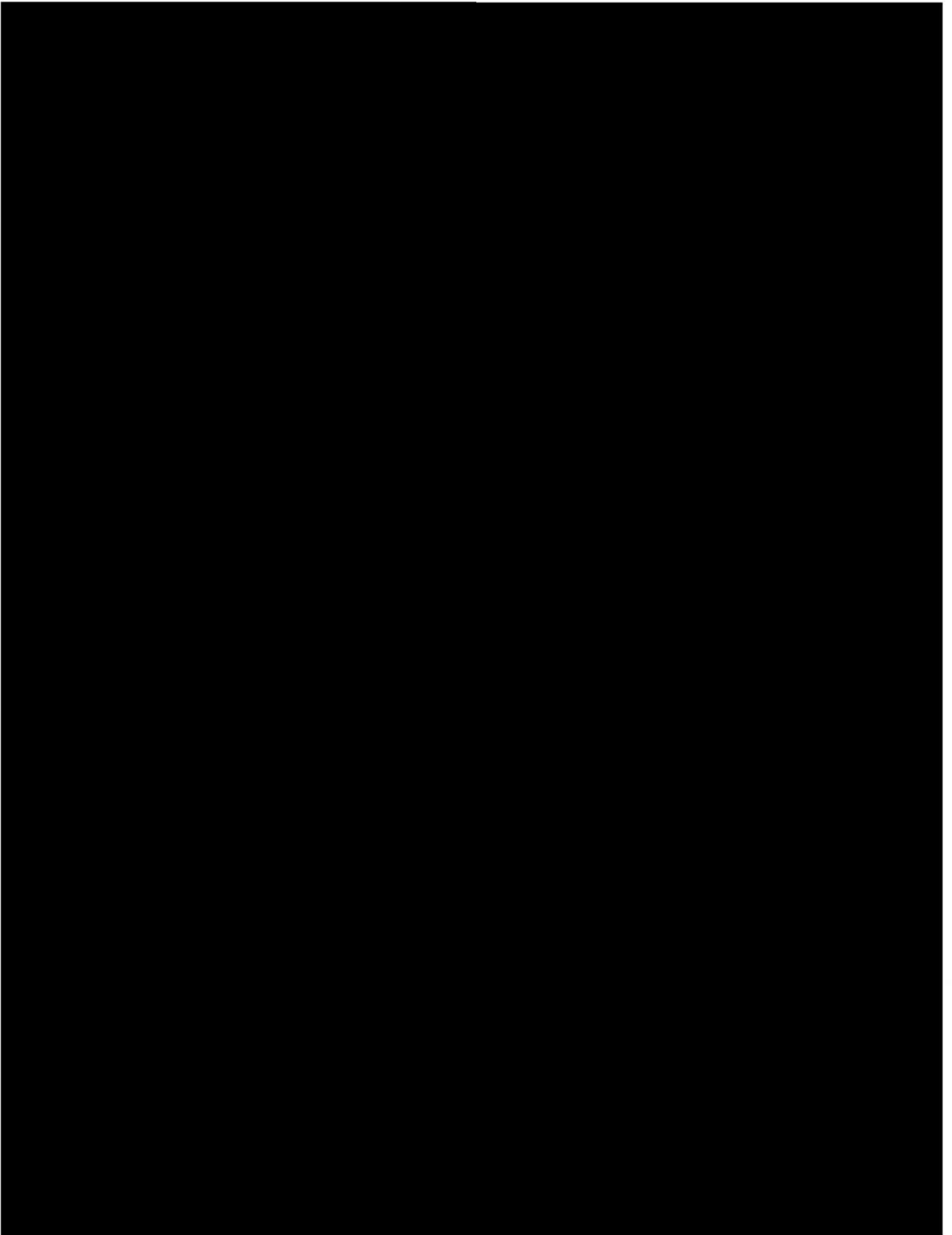


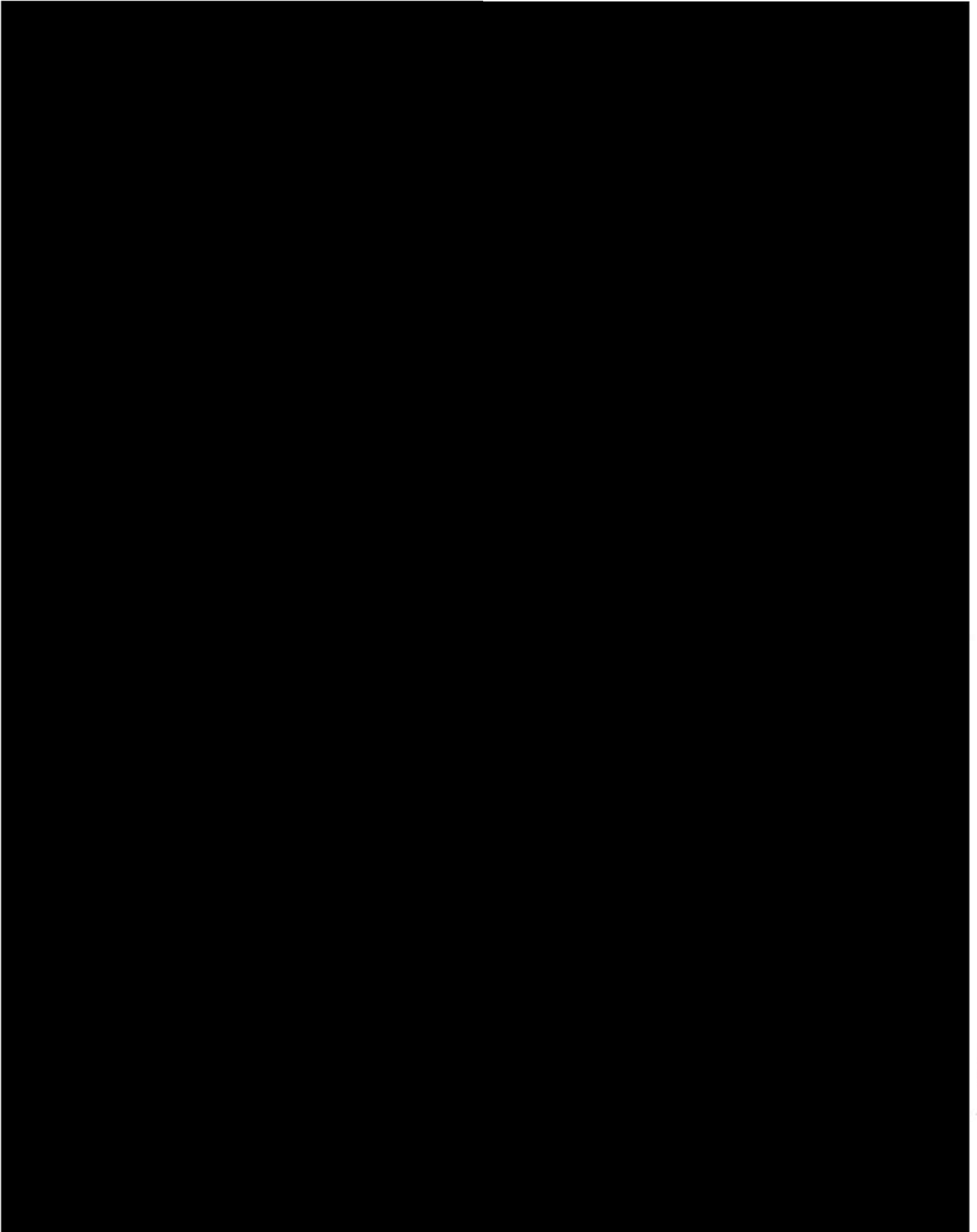


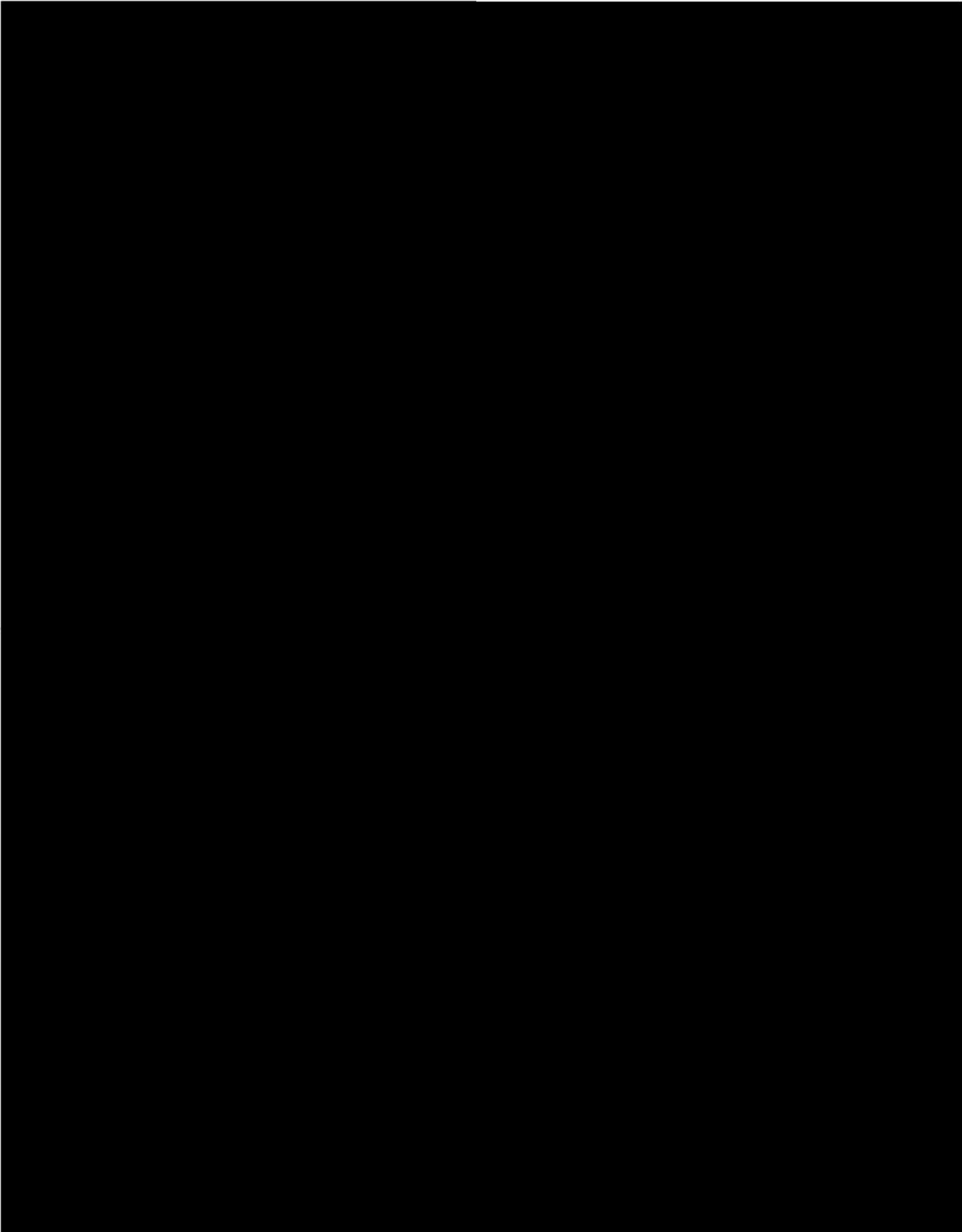


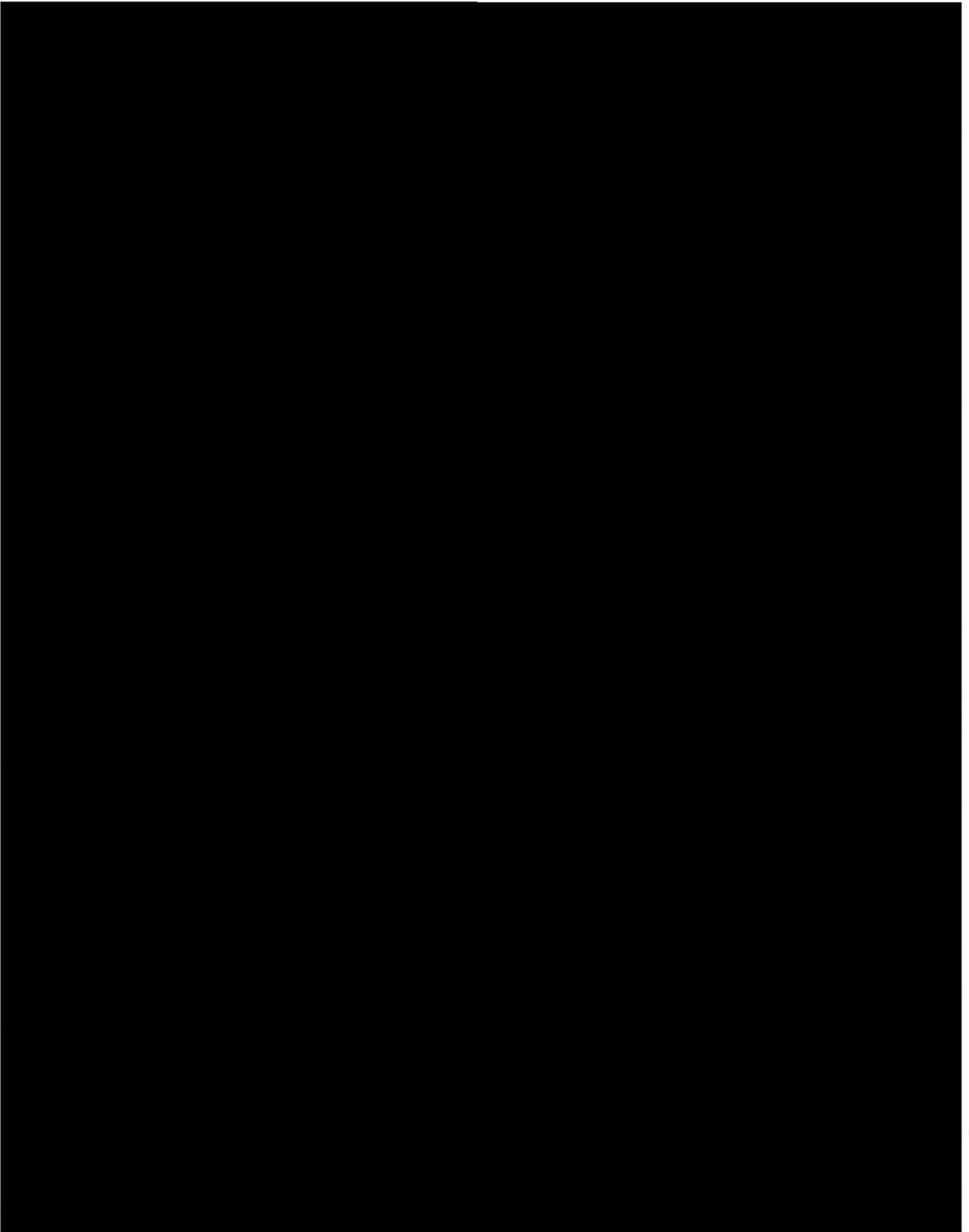


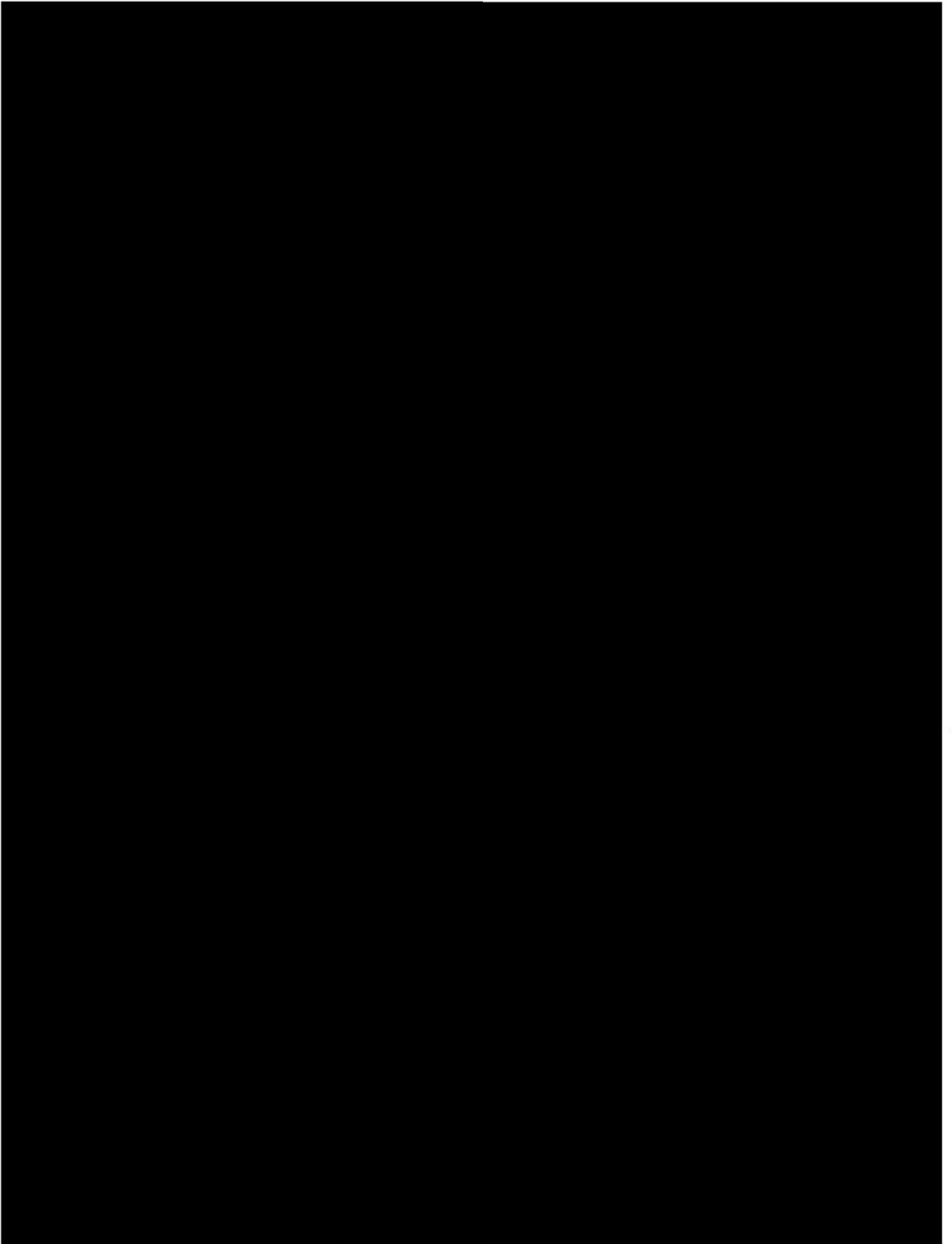


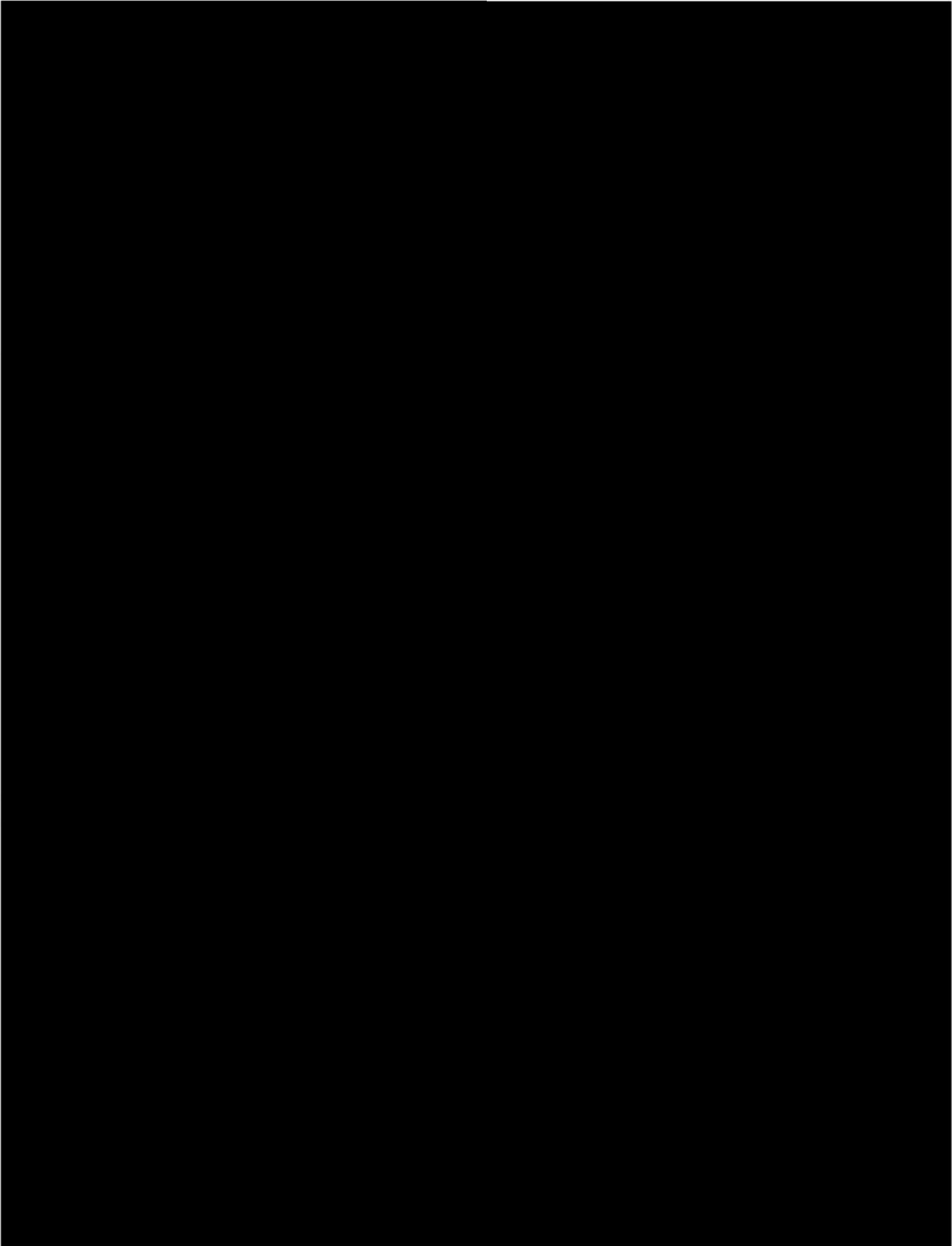




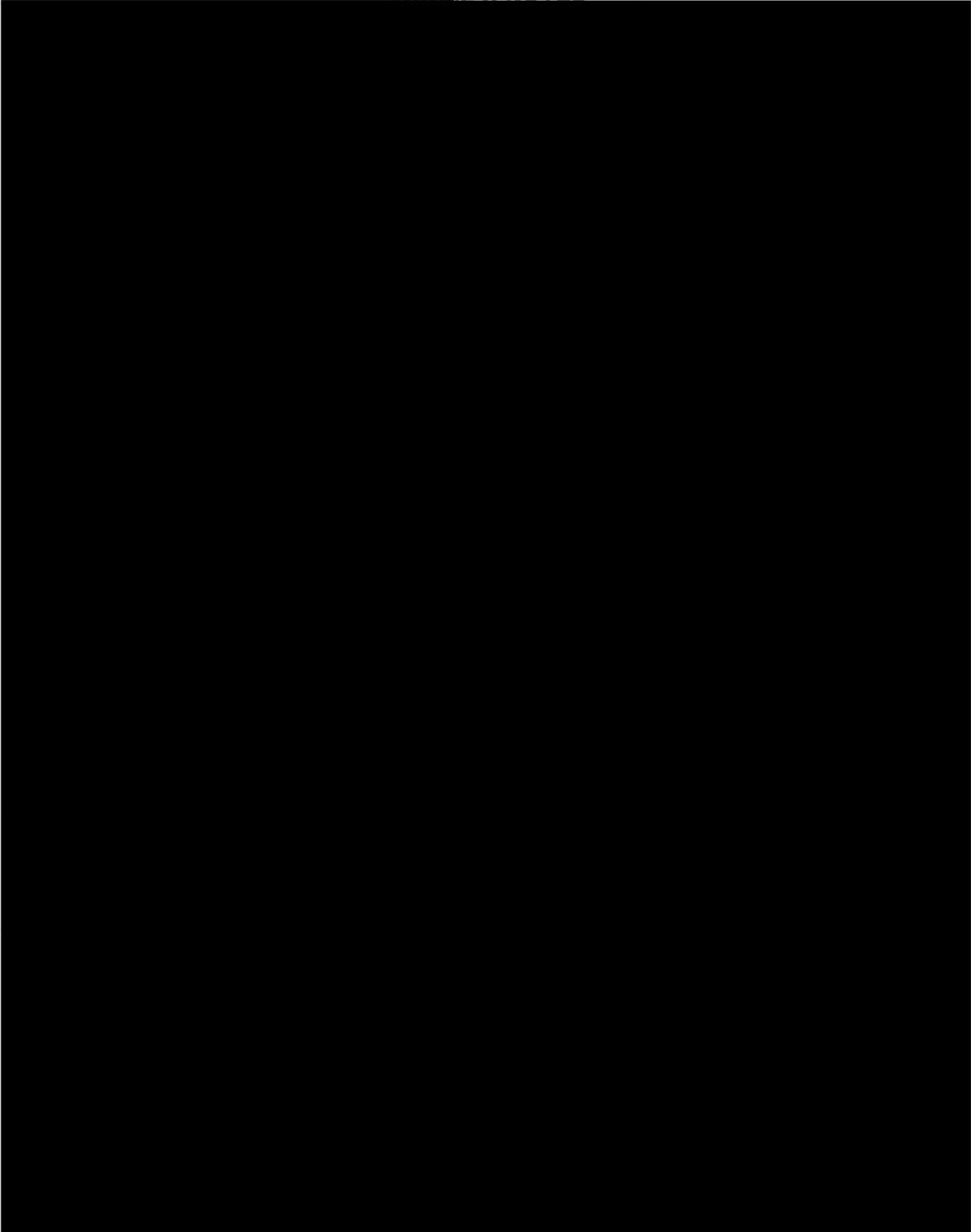




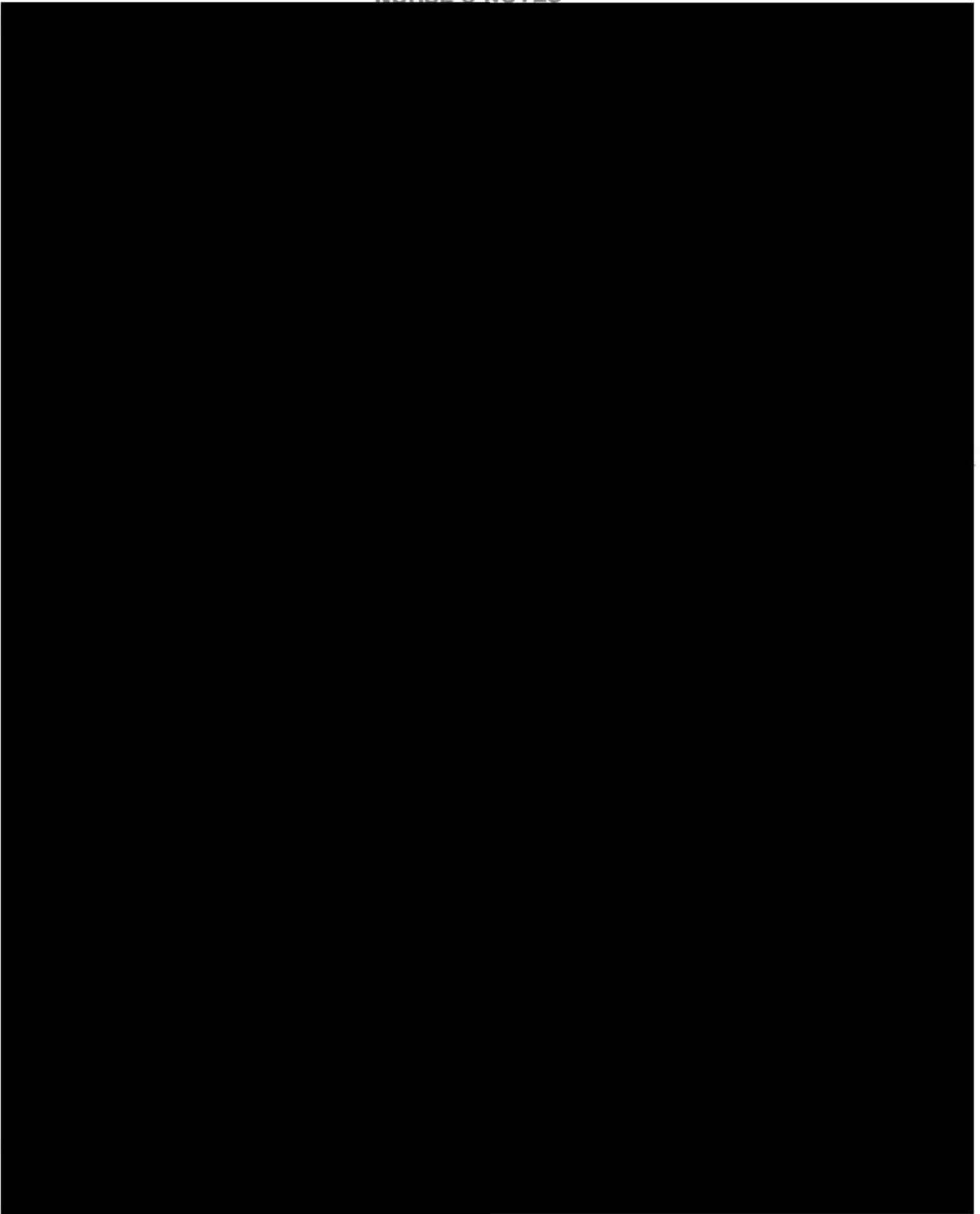




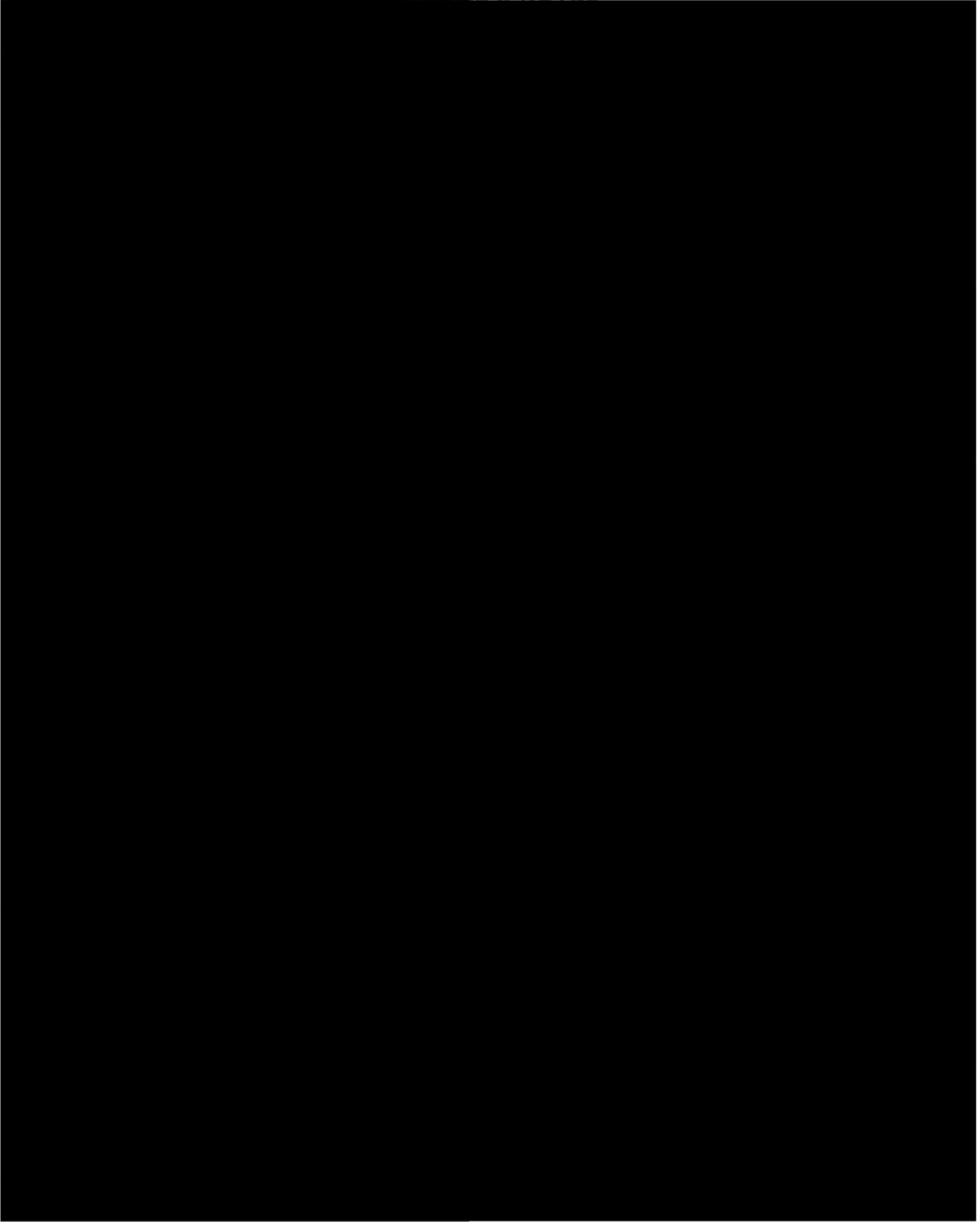
NURSE'S NOTES



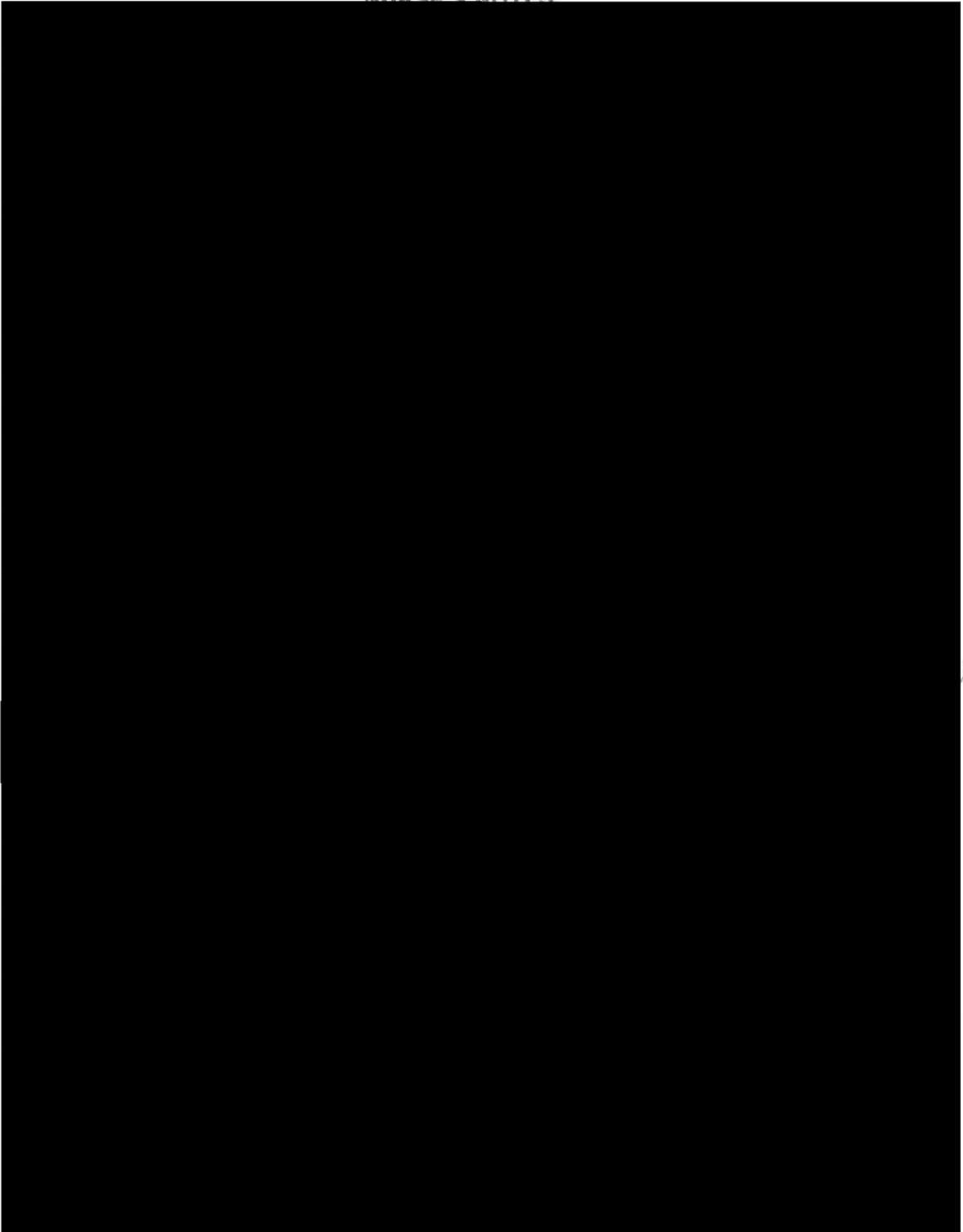
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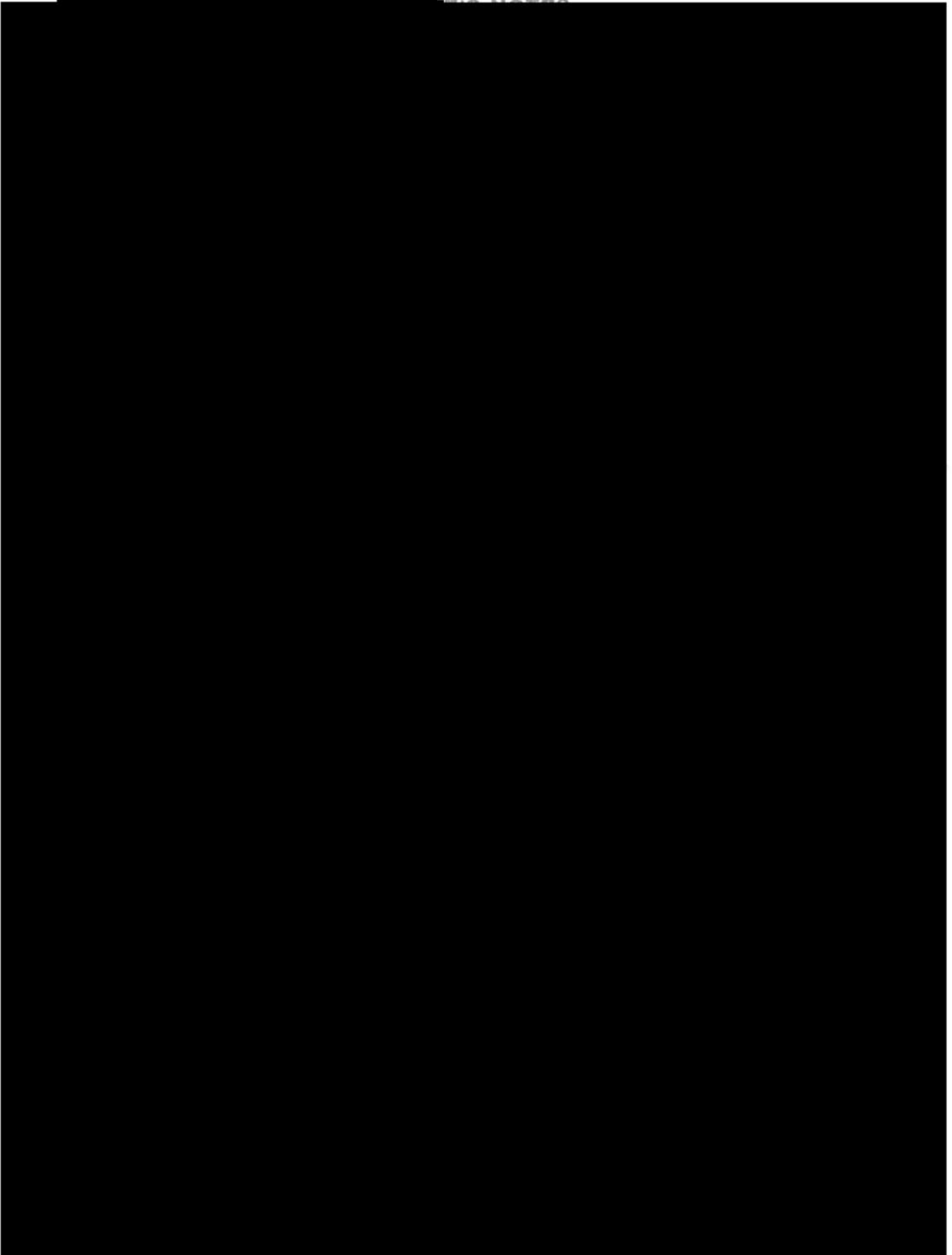


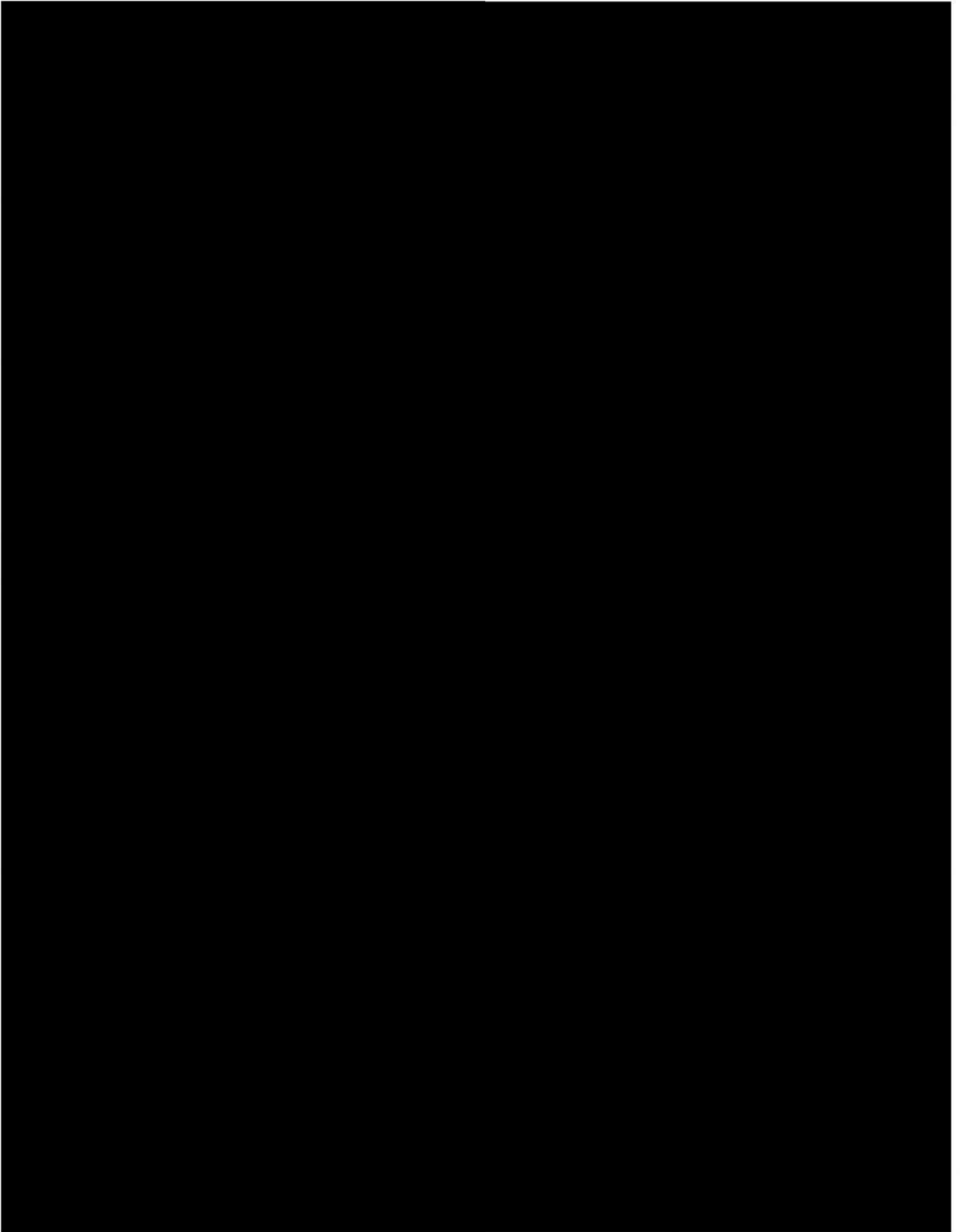
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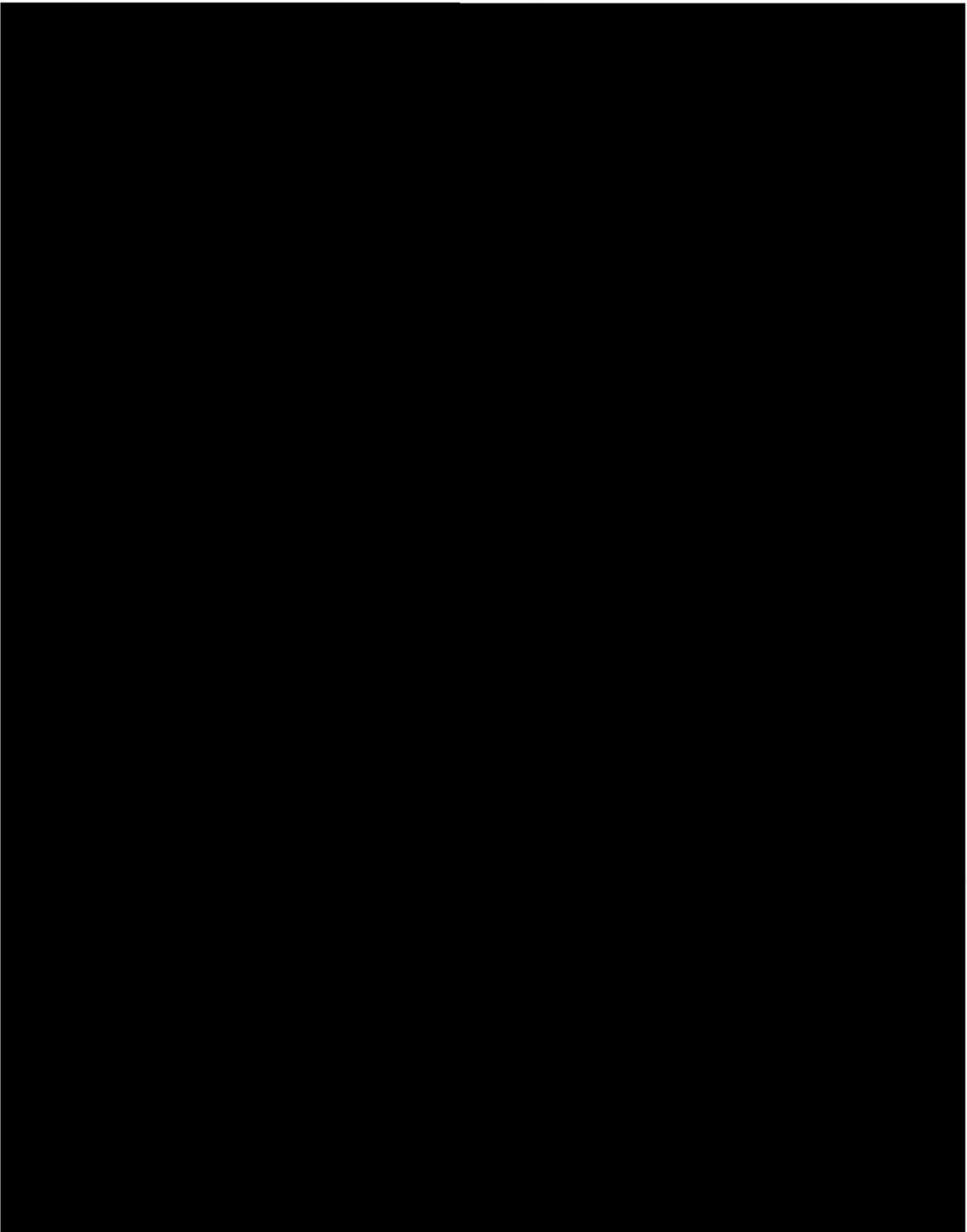


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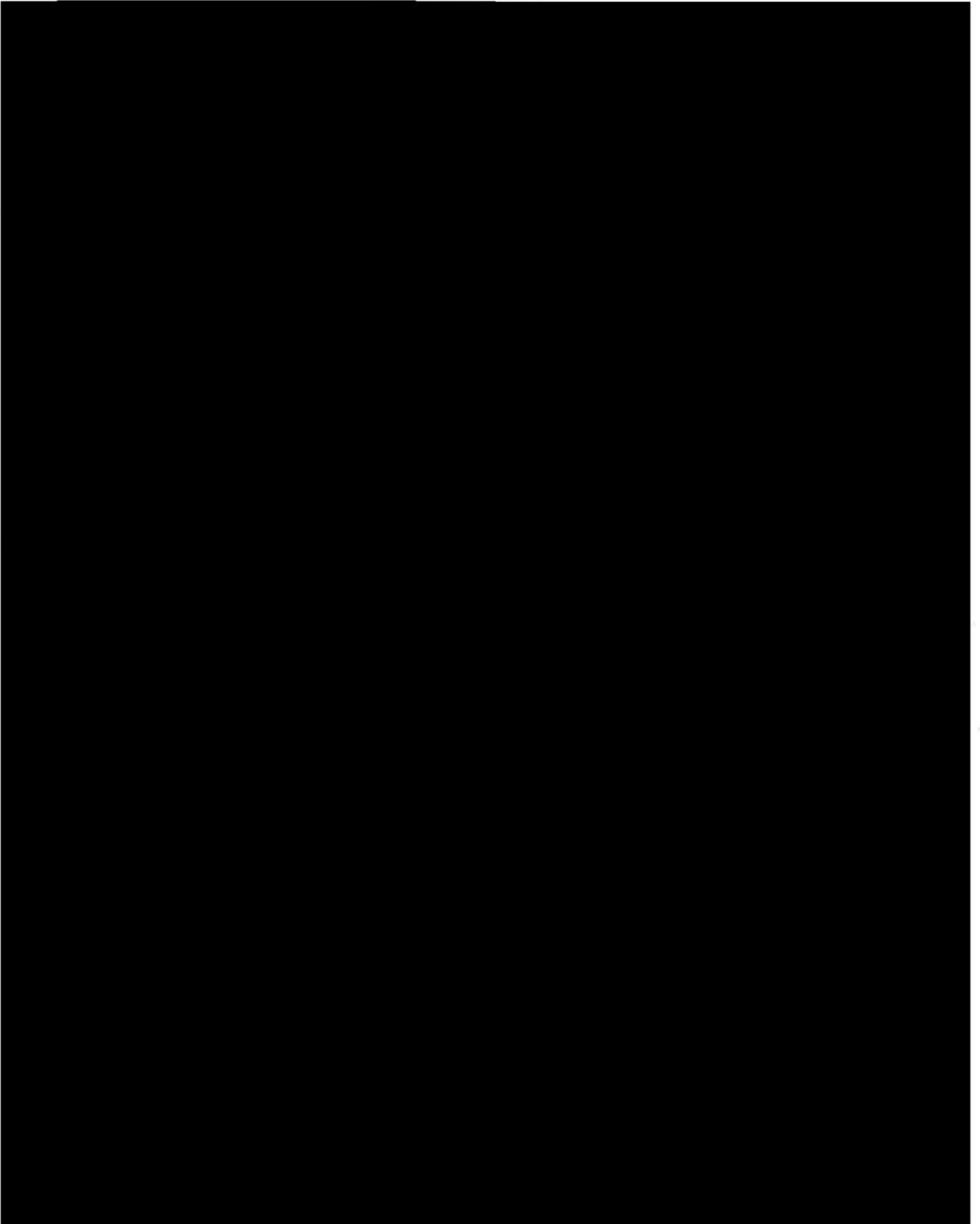




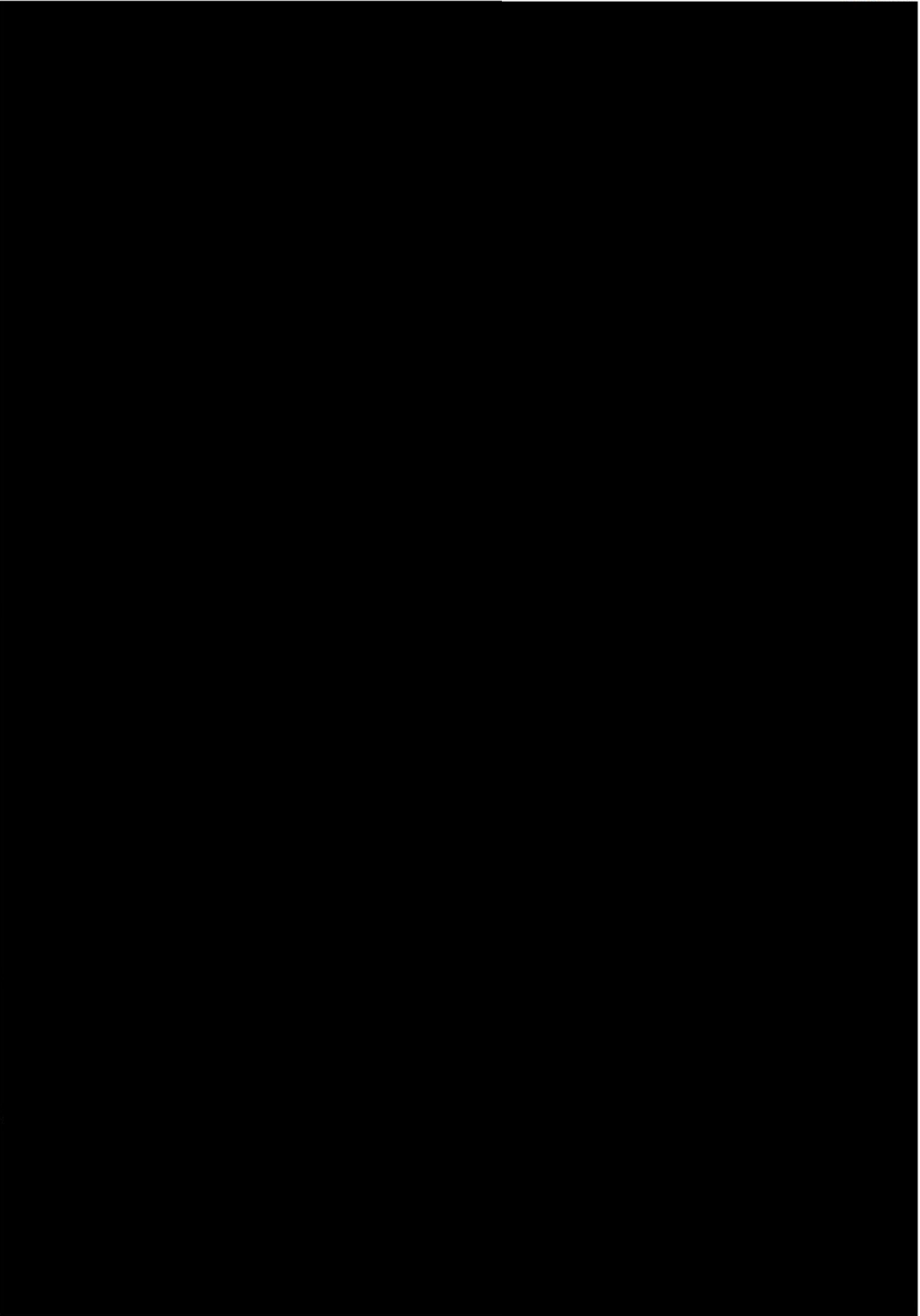




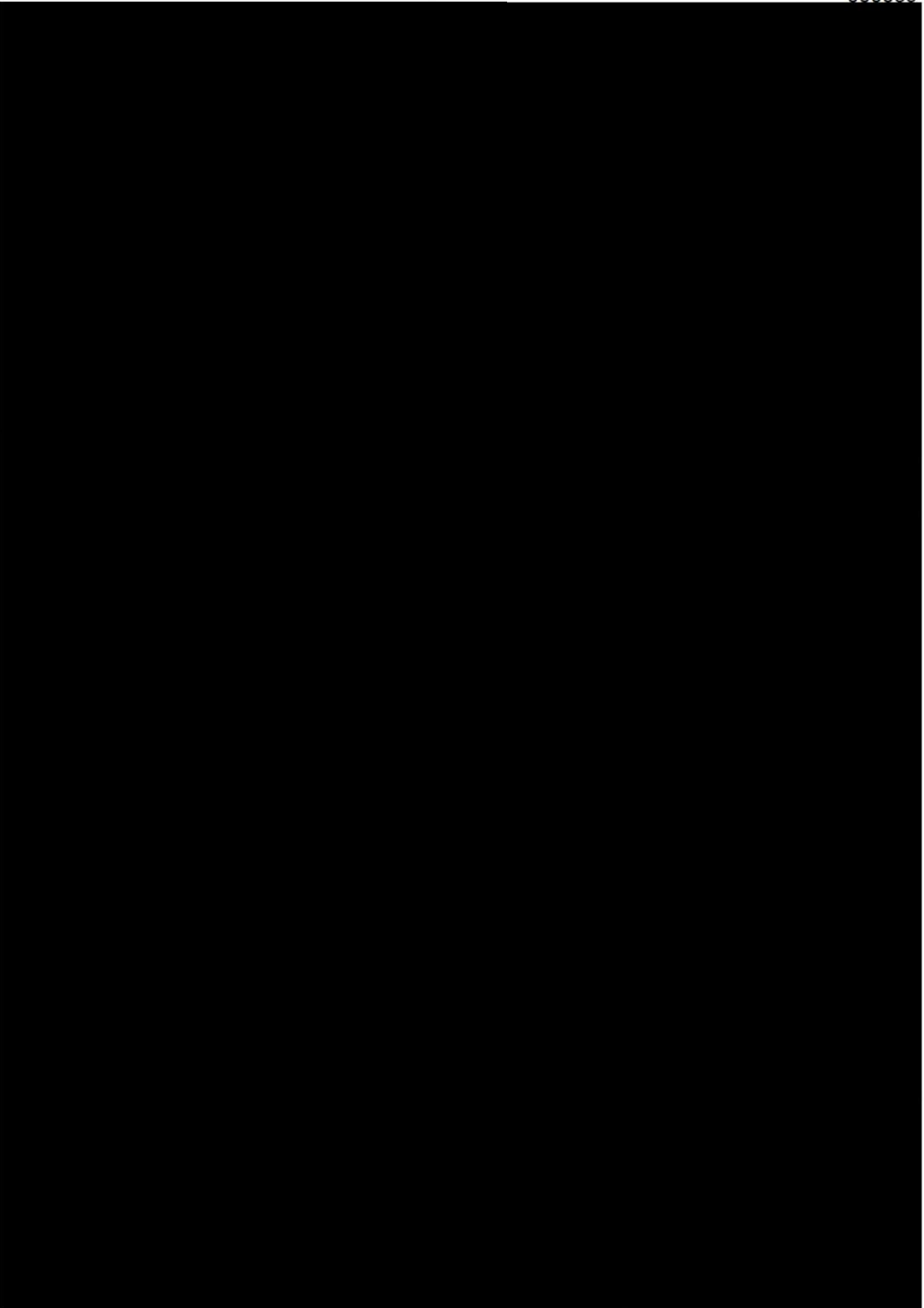
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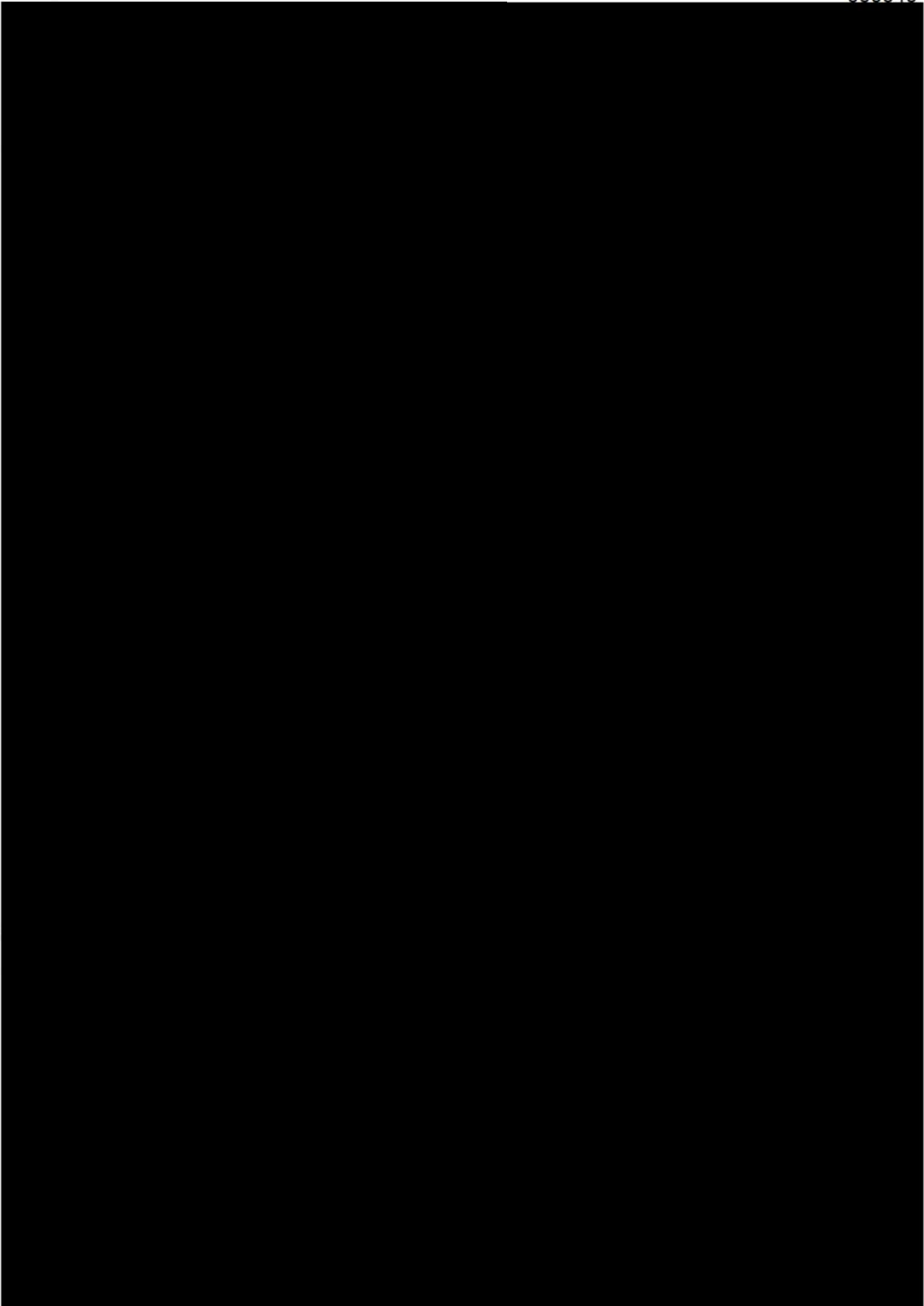
Resident Care Plan



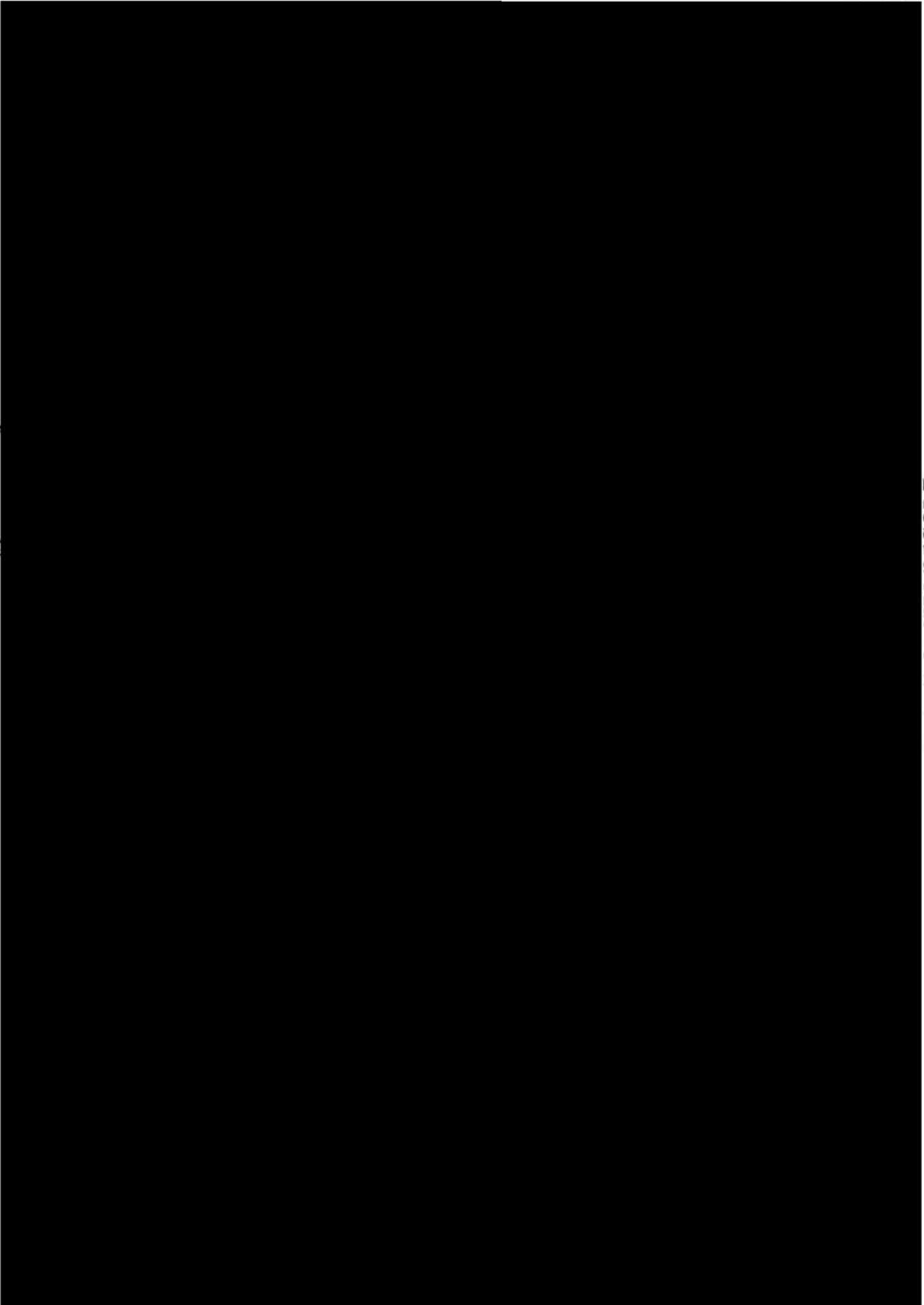
Resident Care Plan



Resident Care Plan



Resident Care Plan



From: [Renner, Jamie](#)
To: [REDACTED]
Subject: Spring Village - follow up
Date: [REDACTED]

[REDACTED]

Here's my email address. It'd be helpful if you could send me the following documents:

- Spring Village's original notice of discharge and any supporting documents they provided you
- Your appeal(s) to Spring Village, DAIL/Human Services Board
- Any response(s) to your appeal(s)

Thanks, and let me know if you have any questions.

-Jamie

Jamie Renner
Assistant Attorney General
Office of the Vermont Attorney General
109 State Street, Montpelier, VT 05609
Dir: 802-828-5947

From: [Renner, Jamie](#)
To: [REDACTED]
Subject: Spring Village / Maple Ridge - follow up
Date: [REDACTED]

[REDACTED]

Several months ago, we met at the Long-Term Care Ombudsman's office to discuss your family's experience with Spring Village at Essex. (I very much appreciated your and [REDACTED] perspectives). After that meeting, through Sean, I tracked your family's appeal to the HSB. And, ultimately, through Sean, I learned that [REDACTED]. I was very sorry to hear that. I hope that you and your family have been doing ok.

I didn't want to bother you then, but am interested in circling back for another brief conversation (just by phone) about how things ended up playing out at SVE/Maple Ridge. If you have time to chat, I'd very much appreciate it.

-Jamie

Jamie Renner
Assistant Attorney General
Office of the Vermont Attorney General
109 State Street, Montpelier, VT 05609
Dir: 802-828-5947

From: [Sean Londergan](#)
To: [Renner, Jamie](#)
Subject: Maple Ridge (Spring Village) update
Date: [REDACTED]

Hello Jamie,

I hope you are well.

I wanted to let you know that I followed up with Wendy after our telephone conversation last week. Neither Wendy nor I have been contacted by any residents or family members of any resident about any new involuntary discharges from Maple Ridge.

Also, the resident and family that did receive an involuntary discharge, but decided not to fight it, is not interested in discussing the matter any further (they have moved on).

Finally, below please see in an email from [REDACTED] to Wendy.

In his email, [REDACTED] discusses [REDACTED] last days; [REDACTED] also passed along his gratitude and best wishes to you.

If Wendy or I hear any news from Maple Ridge, we will be sure to pass it along to you.

In the meantime, if anything should come up on your end, please feel free to reach out the Office.

Thank you.

Sean

From: Wendy Rowe

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: FW: [REDACTED]

From: [REDACTED]

Sent: [REDACTED]

To: Wendy Rowe <WRowe@vtlegalaid.org>

Subject: Re: [REDACTED]

Hi Wendy,

Thanks for the email and your kind words.

[REDACTED] was in hospice for about a week. I'm convinced he himself made the decision that it was his time to move on. [REDACTED] just prior to us deciding to have him enter hospice care. He was out of bed for one day after [REDACTED] arrived. He let her and I help feed him some supper in the dining room on a Monday, then stayed in bed for about a week after that, declining all food and pretty much all fluid. At some point that week, when he didn't seem capable of any communication, he reached out to [REDACTED], then he reached out for [REDACTED] hand, which he held for a few minutes, then mine. When we were saying good night to him we could see him waving goodbye to us under the sheet. He lived for several days after that, but wasn't able to communicate really.

On the night he passed away, [REDACTED], and I had left to go home for the evening. [REDACTED] decided to stay by his bedside for the night. [REDACTED] were very close. [REDACTED]. Very heart-breaking, but it seems right at the same time.

I wish everyone who had met [REDACTED] during the past couple of years could've known him before the [REDACTED] had taken hold. He was a genuinely great guy. A friend and colleague

of his said this: "He was one of the sweetest guys I ever met. You come across very few in [REDACTED] disposition and temperament, so easy going, so indifferent to everyone else's shortcomings."

I'll always be grateful to you for helping [REDACTED] stay at Maple Ridge. It's been a tough road for him. I'm glad we were able to give him a little of continuity at the end of his life. I'll always remember the you, he, and I sitting together in the dining room. I could tell you have gentle, easy way with people in need. I think my dad could sense it as well.

Pass along my gratitude and best wishes to Sean, Bill, and Jamie. If there's anything I can be of help to you, or any of the other residents at Maple Ridge, please don't hesitate to reach out to me.

Happy Holidays to you, Wendy.

[REDACTED]

On [REDACTED] at 10:43 AM Wendy Rowe <WRowe@vtlegalaid.org> wrote:

[REDACTED]
I got a call from Teri at Maple Ridge just after [REDACTED]. I want to send my condolences to you and your family. I've been away for a few weeks so I'm sorry for the delay in reaching out to you.

I'm glad to have met [REDACTED]. Despite his [REDACTED], it was not hard to sense his depth, his humor and his kindness. I can see the ways he passed these qualities along to you. I trust that your family was able to gather quickly enough to support him and one another. It seems the end came quickly.

I have no doubt you were front and center to providing for [REDACTED] needs as you had been for many months.

I've let Sean and Bill know, and Jamie Renner emailed to check in recently so we let him know as well. Thank you for working with us, for going above and beyond to help keep [REDACTED] situation as stable as possible. We know you did that for him even if it put you in the spotlight at times. You did a beautiful job, [REDACTED].
All the best to you and warm wishes for good holidays with your friends and family.

Wendy

VT Long-term Care Ombudsman Program
Vermont Legal Aid
264 N. Winooski Avenue
Burlington, VT 05401
802-448-1690
Fax 802-863-7152

From: [Sean Londergan](#)
To: [Renner, Jamie](#)
Subject: FW: Meeting follow-up
Date: [REDACTED]

From: Sean Londergan
Sent: [REDACTED]
To: [REDACTED]
Cc: Wendy Rowe <WRowe@vtlegalaid.org>
Subject: Meeting follow-up

Hello [REDACTED]:

I received a message from Jamie and [REDACTED] today. They wanted me to pass along two things: First, they wanted me to express their gratitude for meeting with them to discuss your concerns and experiences with Spring Village. They are very appreciative of the time that each of you took to meet and talk with them (Wendy and I also want to thank you for all your efforts. We think that it is important for the AG's office to hear what you have to say).

Second, Jamie wanted me to remind you that if have or find any of the following, to please forward the documents or information to him (via Wendy and/or myself):

- Copies of any marketing materials Spring Village ("SV") provided to you, including any informational packet/materials SV provided to you during your early visits to the facility.
- Copies of any emails or correspondences you have from SV representatives (and former SV representatives) that refer to or discuss in any manner the extent to which Spring Village could care for your loved ones, or any limitations on SV's ability to do the same. This would include emails from before and after your loved ones were admitted as residents at SV, and up through/beyond notices of discharge, where relevant.
- Copies of any notes you took (contemporaneously) of conversations you had w Spring Village representatives regarding the extent to which Spring Village could care for your loved ones (or limitations on SV's ability to do the same). This would include notes regarding conversations relating to admission and possible discharge.

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

Thank you very much.

Sean

Sean Londergan
State Long Term Care Ombudsman
Long Term Care Ombudsman Project
Vermont Legal Aid
264 North Winooski Avenue
Burlington, VT 05401
slondergan@vtlegalaid.org
800-899-2047
802-383-2227

From: [Renner, Jamie](#)
To: ["Sean Londergan"](#)
Subject: RE: [REDACTED] moving date
Date: [REDACTED]

It would be easiest if you could drag / drop all of his emails into 1 email to me and send that. Otherwise, it's find to send each separately. No need to scan.

Thanks,
Jamie

From: Sean Londergan <SLondergan@vtlegalaid.org>
Sent: [REDACTED]
To: Renner, Jamie <Jamie.Renner@vermont.gov>
Subject: FW: [REDACTED] moving date

Jamie:

I received 11 emails (including the one below) from [REDACTED] today.
Is it OK to forward each message to you?
Or would it be better to scan all 11 emails into 1 pdf document?
Let me know, if you have preference.

Thank you.

Sean

From: [REDACTED]
Sent: [REDACTED]
To: Wendy Rowe <WRowe@vtlegalaid.org>; Sean Londergan <SLondergan@vtlegalaid.org>
Subject: Fwd: [REDACTED] moving date

Hi Wendy and Sean,

I'm going to forward all my email correspondence between [REDACTED] and myself prior to [REDACTED] having moving into Spring Village. It's not too many, I hope. They give some context to [REDACTED] condition as well conversation about setting up a Skype meeting between [REDACTED] and Mary Baum, the Program Director at Concord Park.

Thanks,

[REDACTED]

----- Forwarded message -----

From: [REDACTED]
Date: [REDACTED]
Subject: [REDACTED] moving date
To: Carrie Shamel <carrie.shamel@springvillageessex.com>, Mary Baum <mbaum@concordpark.net>, [REDACTED]

Hello All,

I'm wondering if [REDACTED] nursing assessment for Spring Village has been done yet. Hopefully it went well.

[REDACTED] are trying to coordinate a date to move [REDACTED] from Concord Park to Spring Village. The tentative date has been [REDACTED]. [REDACTED] said Concord Park has some flexibility should this date need to be extended by a week-or-two.

[REDACTED] would like/need for her to be involved in helping with moving [REDACTED]. Unfortunately she had job commitments from [REDACTED]. The best dates for us the move [REDACTED] would be either [REDACTED]. [REDACTED], needs to make travel arrangements so we're hoping to have a definitive date as soon as possible.

Please let us know if there is anything we need to do to help facilitate this process. Feel free to call or email [REDACTED].

Carrie, I can drop off the Residency Agreement whenever you need (I can stop by tomorrow).

Thank You,

[REDACTED]

From: [Renner, Jamie](#)
To: "[Sean Londergan](#)"
Subject: RE: Meeting follow-up
Date: [REDACTED]

Nothing to add to this. Thanks again.

-Jamie

From: Sean Londergan <SLondergan@vtlegalaid.org>
Sent: [REDACTED]
To: Renner, Jamie <Jamie.Renner@vermont.gov>
Subject: FW: Meeting follow-up

From: Sean Londergan
Sent: [REDACTED]
To: [REDACTED]
Cc: Wendy Rowe <WRowe@vtlegalaid.org>
Subject: Meeting follow-up
[REDACTED]

I received a message from Jamie and Teba today. They wanted me to pass along two things: First, they wanted me to express their gratitude for meeting with them to discuss your concerns and experiences with Spring Village. They are very appreciative of the time that each of you took to meet and talk with them (Wendy and I also want to thank you for all your efforts. We think that it is important for the AG's office to hear what you have to say).

Second, Jamie wanted me to remind you that if have or find any of the following, to please forward the documents or information to him (via Wendy and/or myself):

- Copies of any marketing materials Spring Village ("SV") provided to you, including any informational packet/materials SV provided to you during your early visits to the facility.
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- Copies of any notes you took (contemporaneously) of conversations you had w Spring Village representatives regarding the extent to which Spring Village could care for your loved ones (or limitations on SV's ability to do the same). This would include notes regarding conversations relating to admission and possible discharge.

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

Thank you very much.

Sean

Sean Londergan

State Long Term Care Ombudsman

Long Term Care Ombudsman Project

Vermont Legal Aid

264 North Winooski Avenue

Burlington, VT 05401

slondergan@vtlegalaid.org

800-899-2047

802-383-2227

From: [Sean Londergan](#)
To: [Renner, Jamie](#)
Subject: RE: Re-sending materials
Date: [REDACTED]
Attachments: [REDACTED]

From: Renner, Jamie [<mailto:Jamie.Renner@vermont.gov>]

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: RE: Re-sending materials

I just noticed that the Res Agreement for [REDACTED] you sent only has every other page. Any chance you have the full doc? If not, I'll ask [REDACTED] for a copy.

From: Sean Londergan <SLondergan@vtlegalaid.org>

Sent: [REDACTED]

To: Renner, Jamie <Jamie.Renner@vermont.gov>

Subject: RE: Re-sending materials

Jamie:

Attached are clean copies of documents for:

1. [REDACTED]; and
2. [REDACTED]

I need to touch base with Wendy for a clean copy of the Residency Agreement for [REDACTED]

[REDACTED]

I should be able to get you [REDACTED] materials tomorrow.

Sean

From: Renner, Jamie [<mailto:Jamie.Renner@vermont.gov>]

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: RE: Re-sending materials

Thanks.

-Jamie

From: Sean Londergan <SLondergan@vtlegalaid.org>

Sent: [REDACTED]

To: Renner, Jamie <Jamie.Renner@vermont.gov>

Subject: RE: Re-sending materials

Jamie:

It may take a few days, but I can do that.

Sean

From: Renner, Jamie [<mailto:Jamie.Renner@vermont.gov>]

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Re-sending materials

Sean,

Now that I'll be meeting with the complainants, could I bother you / your staff to send along the complainant-specific materials you already sent but without the redactions? I can use the ones you already sent for the purposes of our Weds. meeting.

Thanks,
Jamie



Residency Agreement



**Residency Agreement
Spring Village at Essex
6 Freeman Woods
Essex Jct, VT 05452**

THIS RESIDENCY AGREEMENT ("Residency Agreement") is made and entered into this [REDACTED] ("Effective Date") by and between:

- (i) SHP Essex TRS, LLC dba Spring Village at Essex ("Owner") acting through its Manager, Woodbine Senior Living.
- (ii) [REDACTED] _____
("You" or "Resident"). (If more than one person enters into this Residency Agreement, the word "you" as used herein shall include both persons unless otherwise stated.)

The Community is licensed as a Residential Care Residence by the State of Vermont.

Programs and Services available at this Community include (but not limited to):

- Memory Care - Levels One through Three
- Continence Care
- Respite Care

Notes (Please initial and date):

Review of Documents and Policies You acknowledge that you have received a copy of, and have reviewed, this Residency Agreement as well as the following specific information:

1. The Community's policies and procedures for implementing **Resident Rights** (attached as Exhibit 4).
2. The **Resident Grievance Procedure** (attached as Exhibit 3).
3. The Community's policy concerning **Advance Directives**, set forth in Article V, paragraph U of this Residency Agreement.
4. Article V(B) of this Residency Agreement titled "**Grievance Procedure/Conflict Resolution/Waiver of Jury Trial**".

You acknowledge that the Community has explained the terms of this Residency Agreement to you. You agree to the terms of this Residency Agreement by signing in the space provided below.

RESIDENT

Signature

Print Name

RESPONSIBLE PARTY

SECOND RESIDENT (if applicable)

Signature

Print Name

RESPONSIBLE PARTY

Signature

Print Name


Signature

Executive Director

Please also execute all of the Exhibits to this Residency Agreement.

PREAMBLE

The Community is a senior living community that provides suites for memory-impaired individuals. The purpose of this Residency Agreement is to provide a statement of the services that will be provided to you and legal obligations that the Community will be assuming. This Residency Agreement also sets forth your obligations to the Community, both financial and non-financial. Your residence is identified by suite number in Exhibit 1 of this Residency Agreement. You may move into your suite (the "Suite") as of the date (the "Occupancy Date") listed in Exhibit 1.

ARTICLE I

Resident Evaluation

A. Qualification for Residency. The Community may only accept or retain an individual to be a resident if management determines, in its sole discretion, it is able to provide appropriate services and the individual meets the requirements set forth by state law. The Community is not required to admit or retain the Resident or to contract with the Resident for services, if the Community determines, in its sole discretion that it cannot meet the Resident's needs or the Resident fails to meet the requirements as set forth by law.

B. Physician's Statement. On admission each resident shall be accompanied by a Physician's Statement which shall include: medical diagnosis, including psychiatric diagnosis if applicable. After move-in, the Community may require a Physician's Statement, acceptable to the Community, following any hospitalization when the Community determines that the Resident's health condition warrants, and as required by law.

C. Resident Assessment. The resident assessment shall be completed within 14 days of admission, consistent with the Physician's diagnosis and orders using an assessment instrument provided by the licensing agency. The resident's abilities regarding medication management shall be assessed within 24 hours and nursing delegation implemented, if necessary. Each resident shall also be reassessed annually and at any point in which there is a change in the resident's physical or mental condition. The Resident, his/her family, and any Responsible Party named in this Residency Agreement will be informed of changes in the Resident's condition and any additional personal care services needed.

D. Resident Care Plan. A care plan will be developed based on the resident's medical needs, the Psychiatric Examination (if applicable), screening, and the Resident Assessment. The Resident's Care plan will be developed with the Resident and/or any individual the Resident designates,

including any Responsible Party. The care plan will outline the care and services the Resident is to receive.

E. Change in Resident's Condition. If the Resident's condition changes so that the previously assessed level of services is no longer appropriate, the Community will reevaluate the Resident's needs to determine which level of service is appropriate and notify the Resident/Responsible Party of such reevaluation. The rate charged will vary according to the level of service provided. Should the Resident/responsible party wish to decrease the services received, prior approval from the Community is required. Changes in services provided will be reflected in a revised Care Plan.

F. Notification of Third Parties. In the event that the Resident requires emergency services or experiences a significant change in condition, the Community will attempt to contact the Responsible Party or other individual designated by the Resident, immediately. The Resident/responsible party is responsible for ensuring that the Community has current telephone numbers for the individuals to be notified.

ARTICLE II

Responsibilities and Representations of the Resident

A. Resident will use the Suite only for residential dwelling purposes.

B. Smoking is not allowed in any Resident Suite. Smoking is only allowed in designated "Smoking Areas." Whether to designate any Smoking Areas is within the sole discretion of the Community. The Community may require residents to be supervised when smoking.

C. A live-in companion is considered an additional person living in the Suite and is required to pay the Base Fees associated with the Resident's Suite.

D. Resident agrees to maintain the Suite in a clean, sanitary and orderly condition. Resident will reimburse the Community for the repair or replacement of furnishings and fixtures in the Suite beyond excessive wear and tear. In addition, the Resident will reimburse the Community for loss or damage to real or personal property of the Community caused by pets or the negligence or willful misconduct of the Resident or the Resident's agents, guests, or invitees.

E. Excessive damage to carpeting in the Resident's Suite, including stains and/or odors due to incontinence or pets, will result in the carpet being professionally cleaned, repaired or replaced by the Community. The Community will have the right to determine whether the carpet needs to be repaired, cleaned, or replaced. The Resident may be responsible for the cost of the repairing, cleaning, or replacing the carpet.

F. The Resident will not alter or improve the Suite without the prior written consent of the Community. Upon the termination of this Residency Agreement, the Resident will be required to return the Suite to the original condition at his/her own expense prior to the expiration of any applicable notice periods.

G. The Resident/responsible party will notify the Community promptly of any defects in the Suite, common areas or in the Community's equipment, appliances, or fixtures.

H. Community employees or agents may enter the Suite at any reasonable time in order to provide services to the Resident, to perform building inspection and maintenance functions, to show the Suite to prospective residents with the Resident's permission and otherwise to carry out the Community's obligations under this Residency Agreement. Resident shall allow entry into the Suite any time to the Community's employees or agents when they are responding to the medical alert system, fire alert system or other emergency.

I. The Resident will vacate the Suite at the termination of this Residency Agreement, remove all of the Resident's property, and deliver possession of the Suite and any furniture, equipment, appliances, and fixtures supplied by the Community, to the Community in good condition, ordinary wear and tear excepted. The Resident will pay the cost of removing and storing any property of the Resident remaining in the Suite after the termination of this Residency Agreement.

J. The Resident will comply with all guidelines established by the Community regarding resident conduct in the Community (the "Community Guidelines"), which shall be deemed incorporated herein. The Community Guidelines may be amended from time to time as the Community determines to be appropriate. If the Community has already adopted Guidelines, they are attached as Exhibit 2.

K. The Resident will not keep a dog, cat, bird, fish, or other pet of any kind in the Suite unless the Resident and Community have executed the Pet Addendum, available upon request.

L. The Resident agrees to maintain his/her own personal physician.

M. The Resident and Responsible Party understand and agree that the Community may restrict an individual's visitation rights or bar an individual from entering the community if it is determined that the individual is disrupting the care of the Resident, the care of other residents or if the presence of the individual has a negative effect on a resident's physical or psychosocial wellbeing.

ARTICLE III

Financial Arrangements

A. Fees. The Resident will pay to the Community the fees indicated on Exhibit 1.

B. Community Fee.

1. The Resident will pay to the Community a one-time fee (the "Community Fee") is an amount indicated on Exhibit 1, subject to the provisions of the Article III. B.

2. The Community Fee is non-refundable, except as specifically provided in this paragraph. The Community Fee is not a security deposit and is not intended to secure the performance of any obligation of the Resident under this Residency Agreement. If this Residency Agreement is terminated prior to the Resident taking possession of the Suite or receiving any of the Personal Care Services, the Community will refund the Community Fee paid under this Residency Agreement.

C. Payment Schedule and Monthly Statement. Prior to or on the Occupancy Date, the Resident shall pay the community an amount equal to the Total Monthly Fee set forth in Exhibit 1. This payment shall be applied to Resident's first month's residence in the Community. If the Occupancy Date is on a day other than the first day of the month, the advance payment shall be prorated accordingly and the residual amount will be credited to the following month's payment. Thereafter, the Community will provide to the Resident a monthly statement itemizing fees and charges and payments received, and showing the balance due. The monthly statement will aggregate daily fees into a monthly amount, which shall be due in advance, on the first (1st) calendar day of each month.

1. Spring Village at Essex is a private pay community; we do not have a Medicaid license. Residents/responsible parties are required to notify us with at least nine months notice when they feel they will no longer be able to meet their financial obligations, and they are approaching Medicaid eligibility. At that time, family is responsible for the Medicaid application process, and for finding a Medicaid facility. We will assist with providing information and consultation as needed to facilitate the transition process.

D. Late Payment Charge. If the Resident's account is not paid in full by the fifth of each month, a late payment charge will be assessed on the outstanding balance of one and one-quarter percent (1 ¼ %) per month until paid. This periodic rate is equivalent to an annual percentage rate of fifteen percent (15%). The Resident will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the Community in collecting amounts past due under this Residency Agreement.

E. Increases in Fees and Charges. Spring Village at Essex will not increase the base memory fee during the first twelve months of this agreement. The Community shall increase the Base Fee annually thereafter, not to exceed 5%. Notice of any increase in the Schedule of Fees, will be provided to the Resident in writing thirty (30) days prior to the effective date of the increase. The Resident will pay

all applicable new or increased fees and charges, unless the Resident terminates this Residency Agreement in accordance with Article IV of this Residency Agreement, effective prior to the effective date of the fee or charge increase. If the Community agrees at the request of the Resident to provide additional services or to expand services beyond those currently being furnished to the Resident, no advance notice requirement will apply to any fees or charges relating to such services.

A change in the level of care is not considered a change of fees or charges. The Resident shall be responsible for the cost of increased level of care when he/she begins receiving such services.

F. Additional Personal Care Services/Products Credit. In the event that the Resident is absent from the Community for a period in excess of three (3) consecutive calendar days, the Community will credit the Resident's account a daily amount for each day after the third consecutive day that the resident is absent. The Resident will remain responsible for the fees associated with the additional Personal Care services/products for the first three days of each period of absence.

G. Double Occupancy. If two individuals are parties to this Residency Agreement, a second person occupancy fee, as listed in Exhibit 1-A, shall be applied. Both Residents shall be jointly and separately liable for all fees and charges incurred by each Resident. When two persons are parties to this Residency Agreement, and when one such person permanently vacates the Suite, the remaining resident shall have the option of:

- Retaining the same Suite, with the understanding that a prospective resident may select that Suite for double occupancy; or
- Retaining the same Suite and paying the fee applicable to private occupancy; or
- Relocating to a single occupancy Suite, if available.

H. Suite Hold Policy. In the event that the Resident is absent from the Community for any reason, the Resident will be required to pay the Base Fee, as it becomes due, less any credits to which the Resident is entitled under this Residency Agreement. The Resident is responsible for all charges and fees until this Residency Agreement is terminated in accordance with Article IV.

I. Refund Upon Closing. In the event the Community ceases to operate, the Resident will be entitled to a pro rata refund of any amounts paid under the Residency Agreement for services for that period after which the Community has closed.

ARTICLE IV

Term and Termination

A. Term of Residency Agreement. This Residency Agreement shall commence on the date set forth on the first page of the "Residency Agreement ("Effective Date") and will continue on a month to month basis, unless the Residency Agreement is terminated as provided below herein.

B. Termination. The Community may terminate this Residency Agreement prior to the expiration of its term, upon thirty (30) days'- prior written notice ("Community Notice Period") to the Resident and the Responsible Party for one of the following reasons, as determined by the Community:

Conditions for Involuntary Discharges and Transfers from Spring Village at Essex:

- i. The resident's care needs exceed those that Spring Village at Essex is licensed or approved through a variance;
- ii. Spring Village at Essex is unable to meet the resident's assessed needs;
- iii. The resident presents a threat to the resident's self or the welfare of other residents or staff;
- iv. The discharge or transfer is ordered by court;
- v. The resident has failed to pay monthly charges for room, board and care in accordance with the Admission Agreement. Spring Village at Essex will discharge after 30 days of non-payment.

C. Involuntary discharge or transfer

- i. In the case of an involuntary discharge or transfer, Spring Village at Essex will notify the resident, and if known the family member and/or legal representative of the resident of the discharge or transfer and the specific reasons for the move in writing and in a language and manner the resident understands at least 72 hours before a transfer with in the home and thirty (30) days before discharge from the home. If the resident does not have a family member or legal representative, and requests assistance, Spring Village at Essex will send the notice to the Long Term Care Ombudsman, Vermont Protection and Advocacy or Vermont Senior Citizens Law Project.
- ii. Spring Village at Essex will utilize the form prescribed by the licensing agency for giving written notice of discharge or transfer and will include a statement in large print that the resident has the right to appeal the Spring Village at Essex's decision to transfer or discharge with the instructions on how to appeal.
- iii. Spring Village at Essex will include a statement in the written appeal notice that the resident may remain at Spring Village at Essex during the appeal.

iv. Spring Village at Essex will place a copy of the notice in the resident's clinical record.

D. Right to Appeal A resident at Spring Village at Essex has the right to appeal the decision by Spring Village to discharge or transfer. The process for appeal is as follows:

- i. To appeal the decision to transfer or discharge, the resident must notify the administrator of the home or the director of the licensing agency. Upon receipt of the appeal, the administrator of Spring Village at Essex will immediately notify the director of the licensing agency.
- ii. The request to appeal the decision may be oral or written and must be made within 10 business days of the receipt of the notice by the resident.
- iii. Both Spring Village at Essex and the resident shall provide all the material deemed relevant to decision to transfer or discharge to the director of the licensing agency as soon as the notice of appeal is filed. The resident may submit verbally if unable to submit in writing. Copies of all documentation submitted to the licensing agency will be available to the resident upon request.
- iv. The director of the licensing agency will render a decision within eight business days of the receipt of the notice of the appeal.
- v. The notice of decision from the director will be sent to the resident and to the home, will state that the decision may be appealed to the Human Services Board and will instruct on how to so.
- vi. The resident and the home will have 10 business days to file a request for an appeal with the Human Services Board by writing to the Board. The Human Services Board will conduct a De novo (starting from the beginning) evidentiary hearing in accordance with 3 V.S.A. 3091

E. Emergency Discharge or Transfer of Residents Spring Village at Essex may make an emergency discharge or transfer with less than 30 days' notice under the following circumstances:

- i. The resident's attending physician documents in the resident's record that the discharge or transfer is an emergency measure necessary for the health and safety of the resident or other residents;
- ii. A natural disaster or emergency necessitates the evacuation of residents from the Spring Village at Essex;
- iii. The resident presents an immediate threat to the health or safety of self or others. In that event, the licensee shall request permission from the licensing agency to discharge or transfer the resident immediately. Permission from the licensing agency is not necessary when the immediate threat requires intervention of the police, mental health crisis personnel or emergency medical services who in their professional judgement decide that a discharge or

transfer must occur immediately. In these situations, the licensing agency will be notified by Spring Village at Essex the next business day.

- iv. When ordered or permitted by the Court.

If the resident agrees to a discharge or transfer, the discharge or transfer may occur prior to the effective date of notice.

Spring Village at Essex will provide preparation and orientation to residents to ensure a safe and orderly transfer or discharge from the home. This will include assistance with packing belongings and arranging transport to the new living arrangements.

Spring Village at Essex is not a participant of the ACCS program at this time. However, if at a later date participation does occur, Spring Village at Essex will not initiate a voluntary discharge of a resident whose care is being provided and paid for under the ACCS program.

Spring Village at Essex will be responsible for any charges associated with disconnecting, relocating or reconnecting telephones, cable television, air conditioning or other similar costs resulting from the Community's decision to transfer a resident from Spring Village at Essex.

If Spring Village at Essex should decide to discontinue all or part of the operation or to change the admission or retention policy, ownership or location of the home in such a way that that will necessitate the discharge or transfer of residents, Spring Village at Essex will provide the following:

- i. Spring Village at Essex will notify the licensing agency and the resident/responsible party 90 days prior to the proposed date of change.
- ii. Spring Village at Essex will ensure that all residents that are being discharged will be conducted in a safe and orderly manner.
- iii. If a change does not necessitate the transfer of residents, Spring Village at Essex will give the licensing agency 30 days' advance written notice.

F. Termination by Resident. The Resident may terminate this Residency Agreement, upon thirty (30) days prior written notice to the Community ("Resident Notice Period"), for any reason. In the event of the death of the Resident, this Residency Agreement will terminate on the first full day after all articles are removed from the suite. Notwithstanding the foregoing, a 30-day advance written notice is not required if a delay in discharge or transfer would jeopardize the health, safety or well-being of the Resident or others in the Community, as certified by the Attending Physician.

G. Refunds.

1. In the event the Community terminates this Residency Agreement and the resident vacates the Suite before the Community Notice Period is over, the Community shall refund the Fees for the unused portion of the Community Notice Period. Such refund shall be issued within 15 days of the Resident's move from the Community.

2. In the event the Resident terminates this Residency Agreement, the Resident will be liable for all charges accrued or incurred for the entire length of the Resident Notice Period, regardless of whether the Resident vacates the Suite prior to the expiration of the Resident Notice Period.

H. Removal of Personal Property. Upon termination of this Residency Agreement, the Resident's personal property must be removed from the Suite. The Community shall continue to assess, and the Resident will be required to pay, the Base Fee on a prorated basis until the personal property is removed from the Suite.

ARTICLE V

Miscellaneous Provisions

A. Choice of Accommodations. In the event that the suite of the Resident's choice is not immediately available, an alternate suite will be made available and the Resident will be charged the rate customarily associated with such suite. Once the Resident's desired suite becomes available the Resident will be allowed to move into the desired suite in accordance with the Community's policy.

B. Grievance Procedure / Conflict Resolution. The Community's Grievance Procedure is set forth in Exhibit 3.

C. Insurance. The Resident is responsible for maintaining at all times his or her own insurance coverage, including health, personal property, liability, automobile (if applicable), and other insurance coverages in adequate amounts. This includes renter's insurance. The Resident acknowledges that neither Woodbine Senior Living nor the Owner is an insurer of the Resident's person or property.

D. Maintenance and Repairs. The Resident acknowledges that he or she has had an opportunity to inspect the Suite and the Resident accepts the Suite in its "as is" condition. The Community will deliver and maintain the Suite in a fit and habitable condition and will maintain all common areas in a clean and structurally safe condition, and will maintain all equipment, appliances, and fixtures, other than the personal property of the Resident, and all electrical, plumbing, heating, ventilating, and air conditioning equipment in good and safe working order and condition. Temporary

interruption of such utility services may occur periodically due to factors outside of the Community's control or due to repairs, maintenance or replacement of equipment.

E. Notices. Any notices to be given under this Residency Agreement will be deemed to have been properly given when delivered personally or when mailed by first class mail, postage prepaid, addressed as follows:

1. If to the Resident and Responsible Party: addressed to the Suite and the contact mailing address(es) on file for the Responsible Party or to such other address as the Resident or Responsible Party may designate by notice.

2. If to the Community: addressed to the Executive Director of the Community or to such other address as the Community may designate in writing.

F. Assignment. The Resident's rights under this Residency Agreement are personal and cannot be transferred or assigned. The rights and obligations of the Community may be assigned to any person or entity, which person or entity will be responsible that the obligations of the Community under this Residency Agreement are satisfied in full from and after the date that the Resident is notified of such assignment. The Community may engage another person or entity to perform any or all of the services under this Residency Agreement.

G. Guests. The Resident's guests shall at all times abide by the Community's policies, including the Community Guidelines. The Community reserves the right to bar any guest from the Community if the guest is determined by the Community to be a threat to the Resident or other residents, interferes with residents' care, and/or is abusive to staff. The Resident shall be responsible for the charges incurred by any actions of any guest. The Resident may have guests stay overnight in the Suite, in accordance with the Community Guidelines.

H. Weapons. No weapons, including, but not limited to guns and knives, are to be brought into the Community at any time for the safety and well-being of all residents and staff. This policy applies to Resident guests as well.

I. Arrangement for Guardianship or Conservatorship. If it appears that you may not be able to care properly for yourself or your property, and if you have made no other designation of a person or legal entity to serve as guardian or conservator then Woodbine Senior Living may apply to a court of law to appoint a legal guardian or conservator. Alternatively, if other persons seek appointment as your legal guardian or conservator, Woodbine Senior Living may be required to participate in such proceedings. You agree to pay all attorney's fees and costs incurred by Woodbine Senior Living in connection with such action(s).

J. Resident Rights. The Resident and Responsible Party(s) have been advised of and have received a copy of the "Statement of Resident Rights," which is attached as Exhibit 4 and made part of this Residency Agreement.

K. Admission Policy. Residents are admitted to the Community without regard to race, color, creed, national origin, sex, religion, handicap or sexuality.

L. Assurance of Confidentiality. The Community acknowledges that the Resident's personal and medical information are confidential. The Community shall maintain the confidentiality of the Resident's personal and medical information in compliance with state and federal law.

M. Examination of Records. A representative of the agency responsible for licensing the Community, or any agency acting under its guidance, may inspect the Resident's records that are on file at the Community as a part of their evaluation of the Community.

N. Amendment. Subject to any provision of this Residency Agreement to the contrary, no modification, amendment, or waiver of any provision of this Residency Agreement will be effective unless set forth in writing by *Woodbine Senior Living*. The Resident is entitled to at least 30 days advance written notice of the Community's request to amend this Residency Agreement.

O. Entire Agreement. This Residency Agreement, including the Exhibits hereto, constitutes the entire agreement between the parties and it supersedes all prior oral or written agreement, commitments, or understandings with respect to the matters provided for herein.

P. Waiver. Neither delay nor failure in requiring strict compliance by the Resident with any of the terms of this Residency Agreement shall be construed to be a waiver by the Community of such term, or of the right to insist upon strict compliance by the Resident with any of the other terms of this Residency Agreement.

Q. Severability. If any provision of this Residency Agreement is found invalid or otherwise unenforceable, the other provisions of this Residency Agreement shall remain binding and enforceable.

R. Governing Law. This Residency Agreement, its construction, performance, the obligations and duties of the parties, and any claims or disputes arising from it will be governed by and construed in accordance with the laws of the state in which the Community is located.

S. Advance Directives. It is the policy of the Community to ask all prospective residents if they have executed any "advance directives." Advance directives can include a health care power of attorney, a living will, or other documents which describe the amount, level or type of health care the Resident would want to receive at a time when the Resident can no longer communicate those decisions to a doctor or other health professional. It also includes documents in which the Resident names another person who has the legal authority to make health care decisions for the Resident. If the Resident has executed any such documents, or if the Resident executes any such documents while living at the Community, it is the Resident's responsibility to advise the Community's staff of these documents and to provide copies to the Community. If the Resident has such documents, and has provided copies of them to the Community, the Community will provide copies of the documents to other health care professionals who may be called to assist the Resident with his/her health care needs. If the Resident executes such documents, and later changes or revokes them, it is the Resident's responsibility to

inform the Community, so that the Community can assist the Resident in communicating the Resident's health care choices to other professionals.

T. Review of Documents and Policies. The Resident and the Responsible Party named in this Residency Agreement acknowledge(s) that they have received copies of, and have reviewed, this Residency Agreement between the Community and the Resident and all exhibits. The Resident and the Responsible Party further acknowledge(s) that the Community has explained to them the Community's policies and procedures for implementing residents' rights and responsibilities, including the grievance procedure (attached as Exhibit 3) and the Resident has been offered the opportunity to execute advance directives.

U. Responsibility for Third Party Contractors/Health Services. The Resident has the right to receive services from third-party contractors consistent with the Community's policies and state law. All third-party contractors hired by the Resident or Responsible Party must comply with the Community's rules and policies. The Community has no responsibility to screen third party contractors hired by the Resident or Responsible Party and the Community is not responsible for care provided by such third-party contractors to the Resident. The Resident shall indemnify the Community and its owners, directors, agents, employees and contractors against any losses, costs, expenses, claims, liabilities, damages, or judgments, including without limitation, legal fees, court costs, expert fees, and similar expenses incurred, which may be asserted against, imposed upon or incurred by the resident as a result of the negligence or intentional conduct of the such third-party contractors. The Community reserves the right to bar any third-party contractor from the Community.

The Resident hereby indemnifies, holds harmless and releases the Community and its owners, directors, agents, employees, and contractors from any and all liability cost and responsibility for injury and damage, including attorneys' fees, arising from the Resident's failure to obtain, or from the failure of others to furnish, nursing, health care or personal care services, not included in the resident agreement and designated Memory Care level, and from all injury and damages which could have been avoided or reduced if such services had been obtained or furnished or as a result of the Resident/Responsible Party's negligence, intentional wrongdoing or breach of his/her contractual obligations.

V. Rescission. The Resident has the right to rescind this Residency Agreement for up to 72 hours after the initial dated signature and pay only for the Services received. The community requires that the Resident's recession of the Residency Agreement must be in writing and addressed to the Community.

ARTICLE VI

Services Available to Residents at the Community

A. Services Available at the Community. The services and programs described in the following pages of this Residency Agreement are available to residents, as determined by the Community following the Assessment process described in Article I.

B. Services Not Provided by the Community. The Community does not provide any services not described in this Residency Agreement. However, certain services such as eyeglasses, dentures, podiatric care, psychiatric consultation, physical therapy, speech therapy, and occupational therapy, private duty care givers, prescription medications, physician services, prosthetic devices and mechanical aides in some cases may be arranged through the Community. Any such services and items will be billed to the Resident by the third party provider.

C. Emergency Services. The Resident authorizes the Community to obtain emergency health care services for the Resident, at the Resident's expense, whenever, in the Community's sole discretion, such emergency services are deemed necessary. The Community shall notify any Responsible Party, as soon as possible after such emergency where health care services have been provided.

D. Transfer to Facility Providing Higher Level of Care. If the Resident needs care beyond what can be provided in the Community, the Resident and any Responsible Party shall, upon written notification from the Community, make arrangements for transfer to an appropriate care setting.

PROGRAMS AND SERVICES

MEMORY CARE

The Community's Memory Care Program ("Memory Care Program") is designed for residents who have a diagnosis on their Physician's Statement of Alzheimer's disease or related disorder such as dementia or, it has been determined through the Memory Care Assessment that it is in the best interest of the Resident. The Community is staffed 24 hours a day by care managers who have been specially trained to support people with memory loss.

Included in the Memory Care Base Fee is your choice of accommodations within our specially designed Community.

The Memory Care Base Fee includes some basic assistance with activities of daily living and services A through N listed below.

A. Cueing and stand by assist with activities of daily living and services including verbally instructing the Resident step-by-step on activities of daily living; cueing and stand by assistance with bathing or showering; assistance with the preparation of a hydro-tub bath or shower two to four times a week; cueing and stand by assistance with dressing, clothes selection and orientation; cueing and stand

by assistance with grooming, including but not limited to hair and teeth brushing, shaving, etc.; cueing and stand by assistance with eating and/or meals that require mechanical alteration; and cueing and stand by assistance with walking, wheelchair propelling, and prescribed exercises.

B. Occupancy of the Suite identified in Exhibit 1 and use of any property of the Community located in the Suite. The Resident may furnish the Suite with his/her own furniture, including minor electrical appliances and special equipment (such as televisions and radios), provided that the Community's size restrictions and safety standards are met. Members of the Community's staff reserve the right to inspect and install all electrical appliances that the Resident uses.

C. The use of the common areas of the Community, which are provided by the Community for the common use and enjoyment of all residents. For the purpose of this Agreement, the term "common areas" shall be deemed to include hallways, walkways, meeting rooms, activity rooms, dining rooms and open common spaces located within and under the control of the Community.

D. Three (3) meals daily, served in the dining room and availability of snacks twenty-four (24) hours per day, seven (7) days per week.

E. Daily light housekeeping services of the Suite, consisting of making the bed and removal of the trash.

F. Weekly housekeeping services of the Suite, consisting of vacuuming, dusting cleared surfaces, cleaning bathroom and changing bed linens.

G. Weekly and personal laundry and linen service, including pickup and delivery, but not including dry cleaning services.

H. Transportation in the Community van or other vehicle as scheduled by the Community, for shopping and other community based services and for activities sponsored by the Community.

I. A wellness visit conducted at regular intervals, or upon a change in the Resident's condition. Wellness visits are scheduled by the Community. The wellness visit report shall not be a substitute for the Physician's Statement or for the requirement that the Resident have a personal physician.

J. Regularly scheduled social, educational, religious, recreational, and wellness programs.

K. Utilities, including heat and air conditioning; water and sewer services; electricity; and cable television.

L. An emergency call response system in every Suite. A staff member is available at all times and can request emergency medical assistance from emergency services (such as 911 and private ambulances) available in the area. These emergency services are not furnished by the Community and any costs related to these services are to be borne by the Resident.

M. Transportation for medical services and local community functions shall be provided up to twenty (20) miles, round trip without charge, not to exceed four (4) round trips per month. Residents may be charged, at a reasonable rate, for those miles in excess of twenty (20) miles round trip and for any or all mileage for transportation not prescribed herein.

N. Medication Assistance and Administration is available to all residents. All medications must be prescribed by the Resident's personal licensed physician. Medication assistance includes: reminding the Resident to take the medication; checking the medication to ensure that it is the correct medication and dose; observing the Resident taking the medication; documenting whether the Resident has taken the medication; and ordering additional medication. Medication administration shall be provided as allowed by state law.

When the Community administers a Resident's medications, the Community must administer all medications, including over-the-counter medications, unless there is a prescription from the Resident's physician stating the Resident can administer a certain medication him/herself and can keep that medication in his/her Suite. If the Resident is able to self-administer his/her own medications, the medications must be kept in a locked box or area (at Resident's expense) in the Resident's Suite.

The Community's Medication Assistance and Administration Program requires the use of a uniform medication packaging system. The Resident may purchase medications from a pharmacy that has contracted with the Community, or the Resident can provide written notice to the Community that he/she will obtain medications from another pharmacy. While the Resident is free to select any pharmacy, the pharmacy must provide medications in a manner consistent with the Community's system in order for the Resident to participate in the Medication Assistance and Administration Program.

"MEMORY CARE LEVEL TWO" AND "MEMORY CARE LEVEL THREE" PROGRAMS

The Community's "Memory Care Level Two" and "Memory Care Level Three" Programs for Alzheimer's and Dementia care are designed for residents who require or prefer more frequent and intensive assistance with activities of daily living, as determined by the personalized assessment. The Memory Care Level Two and the Memory Care Level Three Program Fees are in addition to the Memory Care Base Fee.

LEVEL TWO

1. Physical assistance with bathing or showering
2. Physical assistance with dressing, clothes selection and orientation
3. Physical assistance with grooming, including but not limited to hair and teeth brushing, shaving, etc.
4. Physical assistance with eating and or meals that require mechanical alteration.
5. Physical assistance with walking, wheelchair propelling, and prescribed exercises.

LEVEL THREE - CONTINENCE CARE

Any resident with bladder and/or bowel incontinence will be required to participate in the Incontinence Program. The Program includes not only incontinence management products, but also the additional staff time required for care and support.

RESPITE CARE

For families who need respite care for their loved one, Spring Village at Essex will accommodate short term stays. Talk with our Director of Community Relations for further information regarding Respite Care.

EXHIBIT 1

YOUR SUITE AND FEES

Name of Resident: [REDACTED]

Suite# [REDACTED]

Occupancy Date: [REDACTED]

Memory Care Base Fee
Memory Care Level One Fee
Memory Care Level Two Fee (if applicable)
Memory Care Level Three Fee (if applicable)
Medication Assistance and Administration
Continence Care
Respite Care (if applicable)

Total Monthly Fee:
Community Fee

[REDACTED]

Effective Date: [REDACTED]

Community:

Resident:

Carole Stone
Signature

[REDACTED]

Dir. of Community Relations
Title

Title

3/23/17
Date

[REDACTED]