

**EXHIBIT 1-A**

**SECOND RESIDENT'S FEES**

NIA

Name of Second Resident: \_\_\_\_\_

Occupancy Date: \_\_\_\_\_

Memory Care Base Fee \$\_\_\_\_\_/month

Memory Care Level One Fee Included in Memory Care Base Fee

Memory Care Level Two Fee (if applicable) \$\_\_\_\_\_/month

Memory Care Level Three Fee (if applicable) \$\_\_\_\_\_/month

Medication Assistance and Administration Included in Memory Care Base Fee

Continence Care Included in Memory Care Level Three Fee

Respite Care (if applicable) \$\_\_\_\_\_/month

Total Monthly Fee: \$\_\_\_\_\_/month

Effective Date: \_\_\_\_\_

Community:

Second Resident:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Responsible Party

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT 2

### COMMUNITY GUIDELINES

#### 1. SMOKING POLICY

This community allows smoking only in exterior designated areas. Fire Safety Ordinances and Regulations require that the following be adhered to by all the residents:

- No smoking will be allowed in a resident's room. Smoking will be allowed only in designated outside smoking areas.
- No Smoking is permitted in the Community Bus.
- Cigarettes, lighters, and matches will be kept for the residents in the Medication Offices and will be available whenever the resident desires to smoke.
- Those residents whose physician has determined them as "not responsible" will be directly supervised by a staff member when smoking.
- Extinguished cigarettes must be disposed of in designated receptacles only, never put either a lit or extinguished cigarette in a trash receptacle or in the grass or mulch.
- Our Resident Designated Smoking Area is: To be determined

#### 2. WEAPONS

No weapons of any type including firearms and ammunition will be allowed by residents or their guests.

#### 3. PETS

Pets are permitted to visit the premises. Cats and dogs visiting at the home shall have a current rabies vaccination and if accessible to residents they shall be in a good health and non-aggressive to residents

#### 4. BUSINESS AND VISITING HOURS

Spring Village at Essex encourages visitors between the hours of 8 AM to 8 PM. During the hours that the community is locked for safety reasons there is a mechanism at the front doors that allows visitors to call into the community and be allowed to access.

Business hours are Monday through Friday, 9am to 5pm excluding national holidays.

#### 5. OVERNIGHT GUESTS

Not to exceed seven (7) consecutive nights. Meal tickets for dining may be purchased at the Concierge desk

### EXHIBIT 3

#### SPRING VILLAGE AT ESSEX

#### GRIEVANCE POLICY

##### **POLICY**

Prior to or on the day of admission, Spring Village at Essex shall inform the resident and/or the resident's designated person of the community's procedure to have their concerns or grievances addressed and resolved by the Community.

Spring Village at Essex will respond to oral and written complaints from any source regarding an alleged violation of resident rights, quality of care or other matter without retaliation or fear of retaliation.

If a resident indicates that they want to make a written complaint, but needs assistance in writing, a team member will be delegated to assist with the complaint.

##### **PROCEDURE**

The Administrator and/or Department Head at Spring Village at Essex shall ensure a complete and thorough investigation and resolution of complaints. The Administrator and/or Designee will be responsible for receiving complaints and determining the outcome of the complaint. Within two (2) business days after the submission of a resident complaint, a status report will be provided to the complainant, the resident's responsible party and/or the resident's designated person by the Administrator and/or Designee. The status report will indicate the steps that Spring Village at Essex will implement to investigate and address the complaint.

Within seven (7) days after the submission of a resident's complaint, the Administrator/Designee shall give the complainant the outcome of investigation findings and the action it plans to take to resolve the issue. If the resident is not the complainant, the affected resident will be provided with the results of the investigation. Spring Village at Essex will follow-up with the complainant to insure that the measures/actions implemented to resolve the complaint are effective and the resident is satisfied with the outcome.

The complaint, investigation process, outcome (resolutions) and follow-up will be documented and kept on file in the Executive Director's Office.

The telephone number of the Long Term Care Ombudsman, State Licensing Authority, local law enforcement agency, and Woodbine Senior Living (Management Company) shall be posted in large print in a conspicuous and public place.



If the Resident is not comfortable addressing his/her complaint with the Community's designated team member or Executive Director, he or she may contact: Woodbine Senior Living at 410-442-0080.

AT ANY POINT IN TIME, THE RESIDENT HAS THE RIGHT TO CONTACT THE FOLLOWING WITH A GRIEVANCE OR COMPLAINT:

**State Licensing Authority**

Vermont Department Disabilities,  
Aging and Independent Living  
The Division of Licensing and Protection  
HC 2 South 280 State Drive  
Waterbury, VT 05671  
Telephone 1-800-564-1612 (Adult Protective Services)  
Fax 802-241-0342

E-Mail: [AHS.DAILDCPintake@vermont.gov](mailto:AHS.DAILDCPintake@vermont.gov)

**Ombudsman**

Vermont Legal Aid, Local Ombudsman  
264 North Winooski Ave  
Burlington, VT 05402  
Phone 802-863-5620  
Fax 802-863-7152

**Vermont Protection and Advocacy**

14 Scale Avenue  
Rutland, VT 05701  
Telephone 802-773-3944

**Consumer complaint contact information  
For the State Survey Agency**

Email (preferred method)  
[ahs.dailscintake@vermont.gov](mailto:ahs.dailscintake@vermont.gov)  
Telephone: 1-888-700-5330  
Fax: 1-802-241-0383

**Essex Police Department**

145 Maple Street  
Essex Junction, VT 05452

Emergency: 911  
Non Emergent Calls: 802-878-8331

## EXHIBIT 4

### RESIDENTS RIGHTS

Residents have the following rights:

1. Every Resident shall be treated with consideration, respect and full recognition of the resident's dignity, individuality and privacy. A home may not ask a resident to waive the Resident's Rights.
2. Each home shall establish and adhere to a written policy, consistent with these regulations, regarding the rights and responsibilities of resident's which shall be explained to resident's at the time of admission.
3. Residents may retain personal clothing and possessions as space permits, unless to do so would infringe on the rights of others or would create a fire or safety hazard.
4. A resident may not be required to perform work for the licensee. If a resident chooses to perform specific tasks for the licensee, the resident shall receive reasonable compensation which shall be specified in a written agreement with a resident.
5. Each resident shall be allowed to associate, communicate and meet privately with persons of the resident's own choice. Home shall allow visiting hours from at least 8 a.m. to 8 p.m. or longer. Visiting hours will be posted in a public place
6. Each resident may send and receive personal mail unopened.
7. Residents have the right to reasonable access to a telephone for private conversations. Residents shall have reasonable access to the home's telephone except when restricted because of excessive unpaid toll charges or misuse. Restrictions as to telephone use shall be in writing. Any resident may, at the resident's own expense, maintain a personal telephone in his or her own room.
8. A resident may complain or voice a grievance without interference, coercion or reprisal. Each home shall establish a written grievance procedure for resident's concerns or complaints that is explained to residents at the time of admission. The grievance procedure shall include at a minimum, time frames, a process for responding to resident's in writing and a method by which each resident filing a complaint will be made aware of the Office of the Long Term Care Ombudsman and Vermont Protection and Advocacy as an alternative or in addition to the homes grievance mechanism.

9. Residents may manage their own personal finances. The home or licensee shall not manage a resident's finances unless requested in writing by the resident and then in accordance with the resident's wishes. The home or licensee shall keep a record of all transactions and make the record available, upon request, to the resident or legal representative and shall provide the resident with an accounting of all transactions at least quarterly. Resident funds must be kept separate from other accounts or funds of the home.
10. The resident's right to privacy extends to all records and personal information. Personal information about a resident shall not be discussed with anyone not directly involved in the resident's care. Release of any record, excerpts from or information contained in such records shall be subject to the resident's written approval, except as requested by representatives of the licensing agency to carry out its' responsibilities or as otherwise provided by law.
11. The resident has the right to review the resident's medical or financial record upon request
12. Residents shall be free from mental, verbal or physical abuse, neglect and exploitation. Residents shall be free from restraints as described in Section 5.14.
13. When a resident is adjudicated mentally disabled, such powers as have been delegated by the Probate or family Court to the resident's guardian shall devolve to the guardian pursuant to applicable law.
14. Residents subject to transfer or discharge from the home under section 5.3 of these regulations, shall:
  - Be allowed to participate in the decision making process of the home concerning  
The selection of alternate placement;
  - Receive adequate notice of pending transfer
  - Be allowed to contest their transfer or discharge by filing a request for a fair hearing  
Before the Human Services Board in accordance with the procedures in 3 V.S.A. 3091.
15. Residents have the right to refuse care to the extent allowed by law. This includes the right to discharge himself or herself from the home. The home must fully inform the resident of the consequences of refusing care. If the resident makes a fully informed decision to refuse care, the home must respect that decision and is absolved from further responsibility. If the refusal of care will result in a resident's needs increasing beyond what the home is licensed to provide, or will result in the home being in violation of these regulations, the home may issue the resident a thirty (30) day notice of discharge in accordance with section 5.3 of these regulations
16. Residents have the right to formulate advance directions as provided by state law and to have the home follow the resident's wishes.

17. ACCS residents have the right to be away from the home for voluntary leaves of more than 24 hours, unless a legally appointed guardian directs the home otherwise. ACCs residents have the right to make decisions about such voluntary leaves without influence from the home.
  
18. The enumeration of resident's rights shall not be construed to limit, modify, abridge or reduce any rights that a resident otherwise enjoys as a human being or citizen. A summary of the obligations of the residential care home to its residents shall be written in clear language, large print, given to residents on admission and posted conspicuously in a public place in the home. Such notice shall also summarize the homes grievance procedure and directions for contacting the Ombudsman Program and Vermont Protection and Advocacy, Inc.

THE RESIDENT AND /OR RESPONSIBLE PARTIES SIGNATURE BELOW IS AN ACKNOWLEDGEMENT OF THE RESIDENT'S EDUCATION OF THESE RIGHTS.

**RESIDENT/RESPONSIBLE PARTY:**

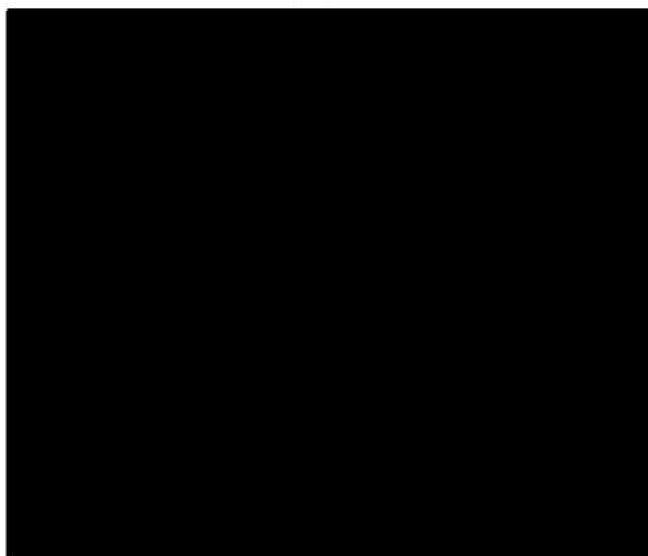




EXHIBIT 5

**RESPONSIBLE PARTY ADDENDUM**

This addendum ("Addendum") is entered into as of this [REDACTED] by and among [REDACTED] hereinafter referred to as the Resident"), [REDACTED] (the "Responsible Party") and Woodbine Senior Living, Manager for the Owner.

RECITALS

WHEREAS, the Resident desires to live in the suite, or already lives in the suite (the "Suite") identified in a Residency Agreement between Spring Village at Essex and the Resident the (Residency Agreement) of which this Addendum is made part; and

WHEREAS, Spring Village is willing to enter into Residency Agreement if the Resident identifies an individual who is willing to provide certain assistance to or in behalf of the Resident's financial obligations to Spring Village under residency Agreement in the event that the Resident does not make payments when due; and

*WHEREAS, the Responsible Party has agreed to provide such assistance and pay such obligations if and as necessary.*

In consideration of the foregoing, the parties agree as follows:

A. In the event that the condition of the Resident makes such assistance necessary or advisable, the Responsible Party, upon the request of the Community, will:

1. Participate as needed with the Community staff evaluating the Resident's needs and in planning and implementing an appropriate plan for the Resident's care;
2. Assist the Resident as necessary to maintain the Resident's welfare and to fulfill the Resident's obligations under the Residency Agreement;
3. Assist the Resident in transferring to a hospital, nursing home, or other medical facility in the event that the Resident's needs can no longer be met by the Community;
4. Will remove the Resident's personal property from the Apartment/Suite when the Resident leaves the Community;
5. Will make necessary arrangements for funeral services and burial in the event of death.

B. In the event that the Resident fails to pay any amount or amounts due to the Community under the Residency Agreement, the Responsible Party hereby agrees to pay the Community all amounts due from the Resident under the Residency Agreement, as it may be amended from time to time, including any amounts resulting from increases in fees or charges authorized by the Residency Agreement. The Responsible Party agrees to pay the Community within thirty (30) days of receiving each notice from the Community of nonpayment by the Resident.

C. The Responsible Party acknowledges that he/she has received and has reviewed a copy of the Residency Agreement, and has had an opportunity to ask any questions the Responsible Party may have.

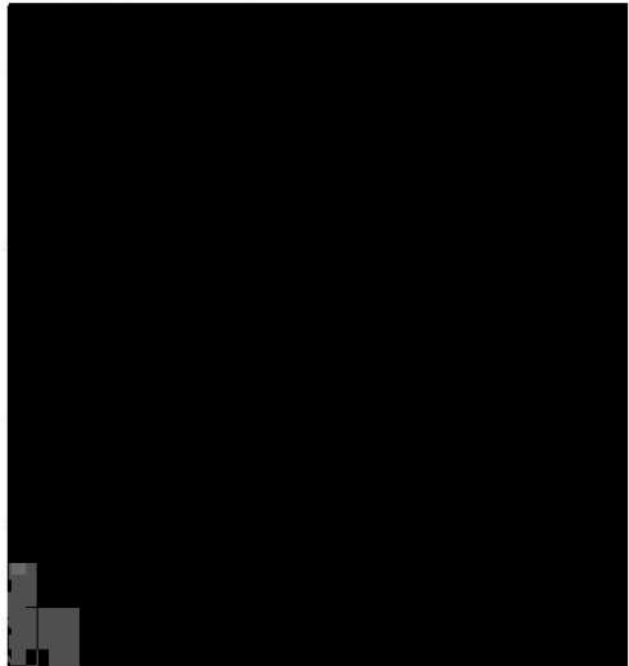
D. The Recitals hereto are incorporated in this Addendum as if set forth herein.

IN WITNESS WHEREOF, the undersigned have duly executed this Addendum, or have caused this Addendum to be duly executed on their behalf, as of the day and year first above written.

  
Signature

Executive Director  
Title

RESPONSIBLE PARTY:



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

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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].

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

Sean

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**From:** Renner, Jamie [mailto:Jamie.Renner@vermont.gov]  
**Sent:** [REDACTED]  
**To:** Sean Londergan <SLondergan@vtlegalaid.org>  
**Subject:** RE: Re-sending materials

Thanks.

-Jamie

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**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

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**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

# 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

[REDACTED]

To Suzanne Leavitt,

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

[REDACTED] was admitted to Maple Ridge in [REDACTED] with a [REDACTED] [REDACTED] with [REDACTED]. 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 [REDACTED] 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 [REDACTED]

First, there is insufficient support for the facility's claim that [REDACTED] is a threat to himself, other residents or staff. In fact, when asked by family members, multiple caregivers said that [REDACTED] 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 [REDACTED]

Prior to choosing Maple Ridge, [REDACTED] made careful inquiries about the facility's services, levels of care and whether [REDACTED] would be a good candidate for their Memory care community. The answers [REDACTED] received back from Maple Ridge were reassuring to the [REDACTED] 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 [REDACTED] medical condition; fully assessed [REDACTED] condition prior to admission; and assured the family that they were equipped to care for [REDACTED] 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 [REDACTED] care needs to his family. Up until April of this year the family was frequently being

told by Maple Ridge that [REDACTED] was doing well. In April, the family was told that [REDACTED] was becoming more resistant and confused when being [REDACTED]. 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 ADLs [REDACTED] [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]

Enclosures: [REDACTED]

To Whom it May Concern,

In [REDACTED] following [REDACTED] I moved [REDACTED] from Concord Park, an assisted living facility in Massachusetts, to Spring Village at Essex. [REDACTED] 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 his [REDACTED] progressed, but also, and almost as important to us, we wanted to find a home where he could live out his finally years. [REDACTED] recent retirement after [REDACTED], his [REDACTED] his [REDACTED] move into Concord Park, 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 progression of [REDACTED] disease had been while at Concord Park and that he was mostly confined to a wheelchair because of his lack of mobility. 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] first year 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 [REDACTED] 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 [REDACTED] 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 May 1st 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 [REDACTED] 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] recently made an additional change in his medication in the hopes that it will reduce the possibility 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 [REDACTED]. 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]

Ref: [REDACTED]

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.

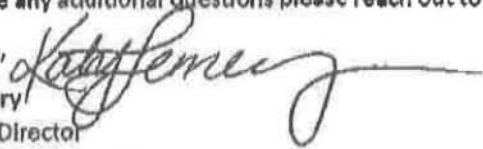
As you may know, Residential Care Home Licensing Regulations section 5.1a, which we must abide by, states that "The Licensee shall not accept or retain as a resident any individual who meets level of care eligibility for nursing home admission, or who otherwise has care needs which exceed what the home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

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,

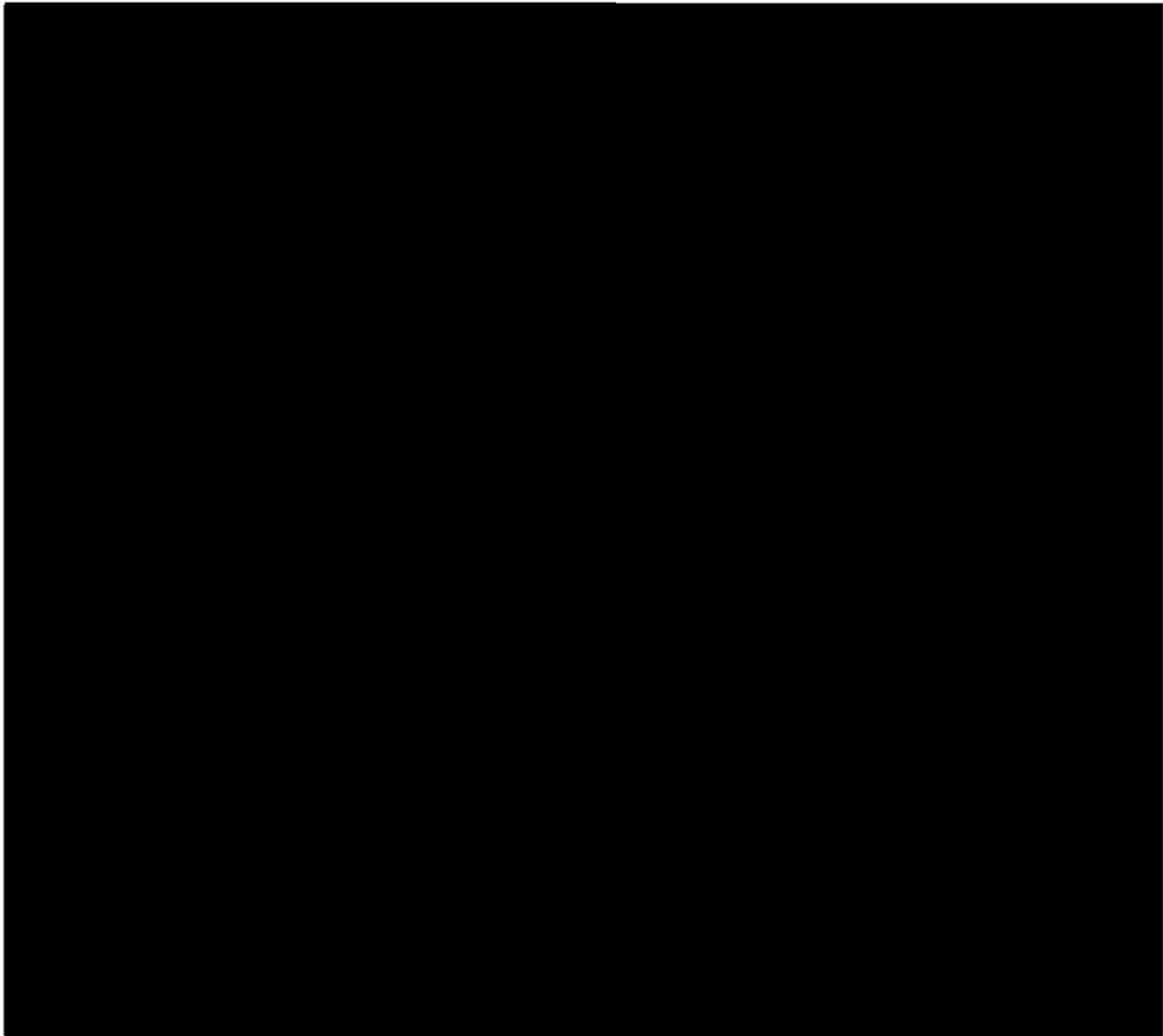
  
Katy Lemery  
Executive Director  
Maple Ridge Memory Care  
802-872-1700

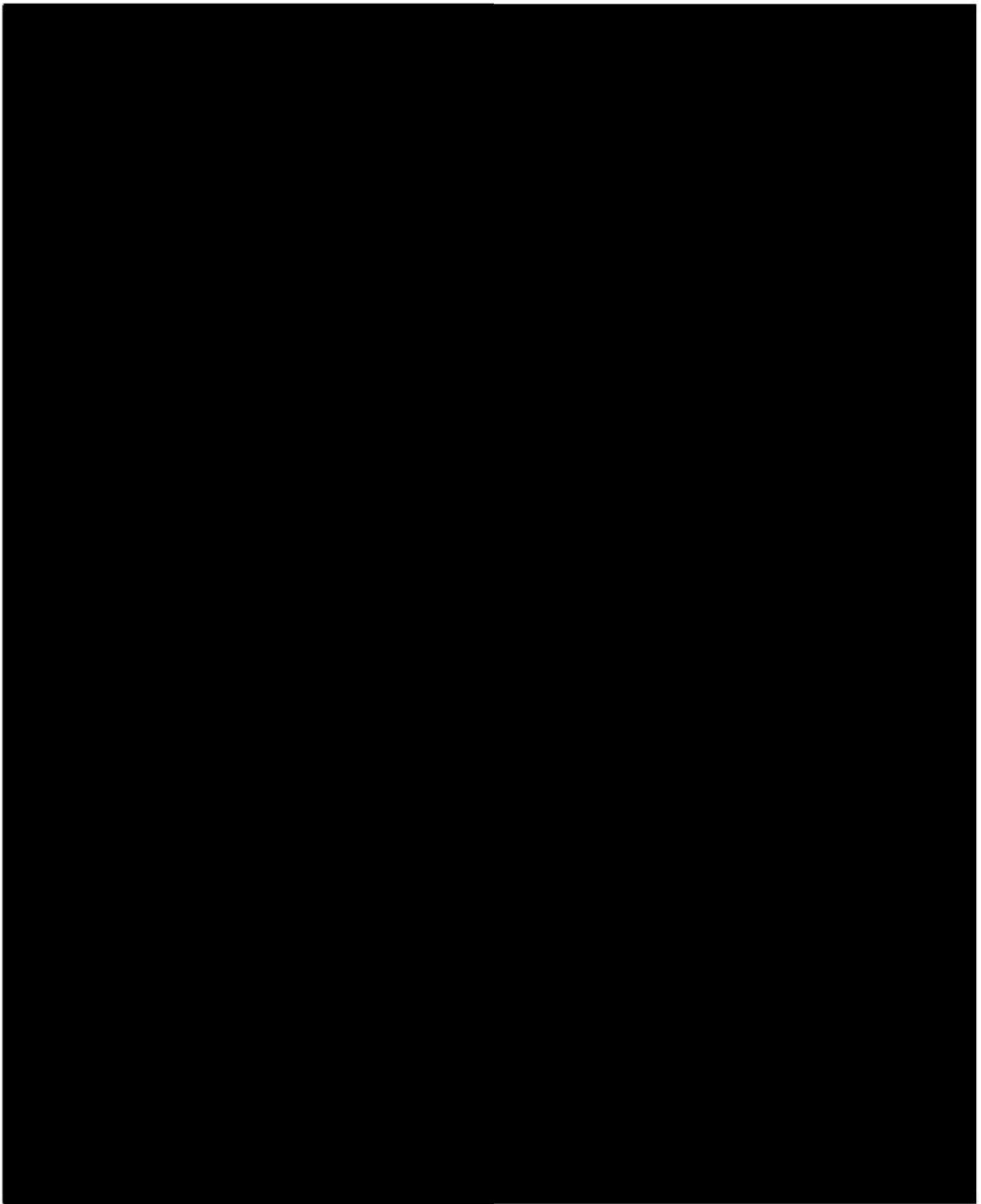
Date:  
Name:

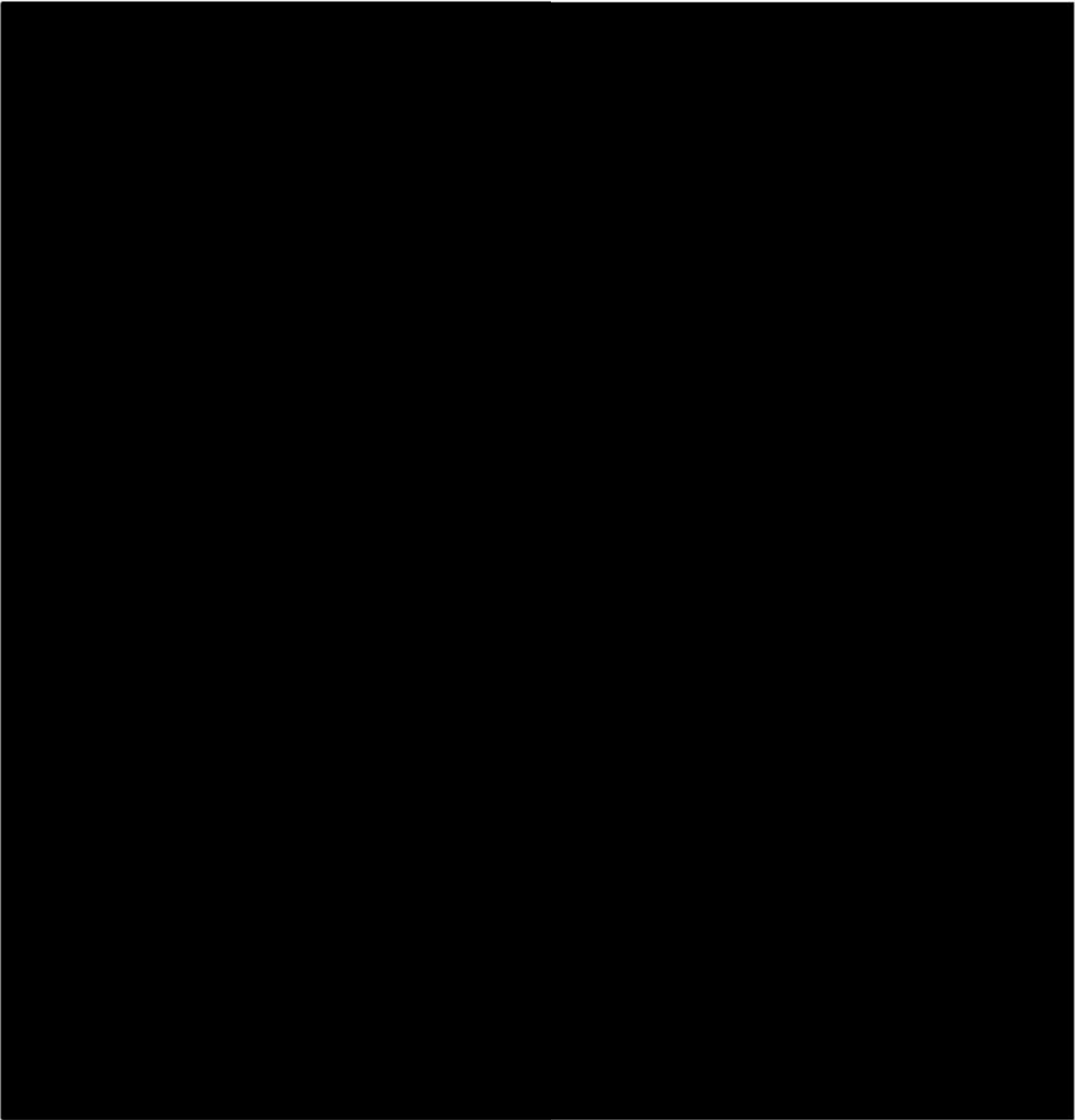
[Redacted]

[Redacted]

[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 March 2017. 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 [REDACTED] surrounding care. At times during your refusal of care your [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

Cc:





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]'s latest assessment has him listed as extensive assist or total dependence for all of his [REDACTED].

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 June 24<sup>th</sup>, 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



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

[REDACTED]  
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

[REDACTED]  
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 2<sup>nd</sup> Floor, Montpelier, VT 05633-4302

Sincerely,

A handwritten signature in cursive script, appearing to read "Suzanne Leavitt".

Suzanne Leavitt, RN MS, Division of Licensing and Protection

CC: Wendy Rowe, Long Term Care Ombudsman

# VERMONT LEGAL AID, INC.

## SENIOR CITIZENS LAW PROJECT

264 NORTH WINDOOSKI 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

VIA FAX (871-3318) & MAIL

[REDACTED]

Suzanne Leavitt, RN MS, Director  
DAIL Division of Licensing and Protection  
HC 2 South  
280 State Drive  
Waterbury, VT 05671-2060

Re: Involuntary Discharge Appeal of Maple Ridge Care Resident [REDACTED]

Dear Suzanne,

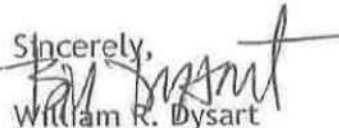
VLA has been contacted about the proposed involuntary discharge of [REDACTED] from the Maple Ridge Memory Care residential facility. I write on his behalf to appeal your decision to approve Maple Ridge's discharge of [REDACTED]

It is my understanding that an appeal of an involuntary discharge from a residential care facility is initially reviewed by the Commissioner's office at DAIL before it is heard by the Human Services Board. If that is not the case, please forward this appeal to the HSB.

Please provide copies of the information that was submitted by Maple Ridge for your consideration in connection with [REDACTED] proposed discharge. Attached is an authorization for the release of this information.

Thank you.

Sincerely,

  
William R. Dysart  
Staff Attorney

cc: [REDACTED]



## Residency Agreement

November 10, 2016

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

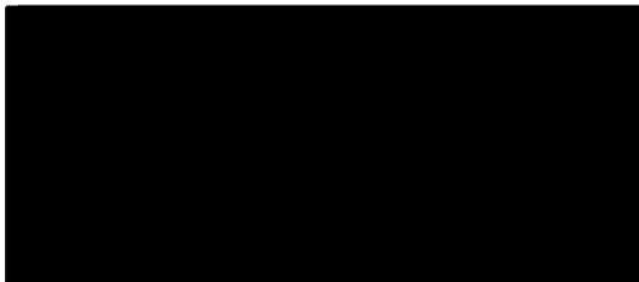
\_\_\_\_\_  
Print Name

**SECOND RESIDENT (if applicable)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**RESPONSIBLE PARTY**



**RESPONSIBLE PARTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

  
Signature

\_\_\_\_\_  
Executive Director

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

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.

### 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 (1<sup>st</sup>) 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

## 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.



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.

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.

inform the Community, so that the Community can assist the Resident in communicating the Resident's healthcare 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.

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.

### 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-A

**SECOND RESIDENT'S FEES**

NIA

Name of Second Resident: \_\_\_\_\_

Occupancy Date: \_\_\_\_\_

Memory Care Base Fee \$ \_\_\_\_\_/month

Memory Care Level One Fee Included in Memory Care Base Fee

Memory Care Level Two Fee (if applicable) \$ \_\_\_\_\_/month

Memory Care Level Three Fee (if applicable) \$ \_\_\_\_\_/month

Medication Assistance and Administration Included in Memory Care Base Fee

Continence Care Included in Memory Care Level Three Fee

Respite Care (if applicable) \$ \_\_\_\_\_/month

Total Monthly Fee: \$ \_\_\_\_\_/month

Effective Date: \_\_\_\_\_

Community:

Second Resident:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Responsible Party

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### EXHIBIT 3

#### SPRING VILLAGE AT ESSEX

#### GRIEVANCE POLICY

##### **POLICY**

Prior to or on the day of admission, Spring Village at Essex shall inform the resident and/or the resident's designated person of the community's procedure to have their concerns or grievances addressed and resolved by the Community.

Spring Village at Essex will respond to oral and written complaints from any source regarding an alleged violation of resident rights, quality of care or other matter without retaliation or fear of retaliation.

If a resident indicates that they want to make a written complaint, but needs assistance in writing, a team member will be delegated to assist with the complaint.

##### **PROCEDURE**

The Administrator and/or Department Head at Spring Village at Essex shall ensure a complete and thorough investigation and resolution of complaints. The Administrator and/or Designee will be responsible for receiving complaints and determining the outcome of the complaint. Within two (2) business days after the submission of a resident complaint, a status report will be provided to the complainant, the resident's responsible party and/or the resident's designated person by the Administrator and/or Designee. The status report will indicate the steps that Spring Village at Essex will implement to investigate and address the complaint.

Within seven (7) days after the submission of a resident's complaint, the Administrator/Designee shall give the complainant the outcome of investigation findings and the action it plans to take to resolve the issue. If the resident is not the complainant, the affected resident will be provided with the results of the investigation. Spring Village at Essex will follow-up with the complainant to insure that the measures/actions implemented to resolve the complaint are effective and the resident is satisfied with the outcome.

The complaint, investigation process, outcome (resolutions) and follow-up will be documented and kept on file in the Executive Director's Office.

The telephone number of the Long Term Care Ombudsman, State Licensing Authority, local law enforcement agency, and Woodbine Senior Living (Management Company) shall be posted in large print in a conspicuous and public place.

If the Resident is not comfortable addressing his/her complaint with the Community's designated team member or Executive Director, he or she may contact: Woodbine Senior Living at 410-442-0080.

AT ANY POINT IN TIME, THE RESIDENT HAS THE RIGHT TO CONTACT THE FOLLOWING WITH A GRIEVANCE OR COMPLAINT:

**State Licensing Authority**

Vermont Department Disabilities,  
Aging and Independent Living  
The Division of Licensing and Protection  
HC 2 South 280 State Drive  
Waterbury, VT 05671  
Telephone 1-800-564-1612 (Adult Protective Services)  
Fax 802-241-0342

E-Mail: [AHS.DAILDCPintake@vermont.gov](mailto:AHS.DAILDCPintake@vermont.gov)

**Ombudsman**

Vermont Legal Aid, Local Ombudsman  
264 North Winooski Ave  
Burlington, VT 05402  
Phone 802-863-5620  
Fax 802-863-7152

**Vermont Protection and Advocacy**

14 Scale Avenue  
Rutland, VT 05701  
Telephone 802-773-3944

**Consumer complaint contact information  
For the State Survey Agency**

Email (preferred method)  
[ahs.dailscintake@vermont.gov](mailto:ahs.dailscintake@vermont.gov)  
Telephone: 1-888-700-5330  
Fax: 1-802-241-0383

**Essex Police Department**

145 Maple Street  
Essex Junction, VT 05452

Emergency: 911  
Non Emergent Calls: 802-878-8331



9. Residents may manage their own personal finances. The home or licensee shall not manage a resident's finances unless requested in writing by the resident and then in accordance with the resident's wishes. The home or licensee shall keep a record of all transactions and make the record available, upon request, to the resident or legal representative and shall provide the resident with an accounting of all transactions at least quarterly. Resident funds must be kept separate from other accounts or funds of the home.
10. The resident's right to privacy extends to all records and personal information. Personal information about a resident shall not be discussed with anyone not directly involved in the resident's care. Release of any record, excerpts from or information contained in such records shall be subject to the resident's written approval, except as requested by representatives of the licensing agency to carry out its' responsibilities or as otherwise provided by law
11. The resident has the right to review the resident's medical or financial record upon request
12. Residents shall be free from mental, verbal or physical abuse, neglect and exploitation. Residents shall be free from restraints as described in Section 5.14.
13. When a resident is adjudicated mentally disabled, such powers as have been delegated by the Probate or family Court to the resident's guardian shall devolve to the guardian pursuant to applicable law.
14. Residents subject to transfer or discharge from the home under section 5.3 of these regulations, shall:
- Be allowed to participate in the decision making process of the home concerning  
The selection of alternate placement;
  - Receive adequate notice of pending transfer
  - Be allowed to contest their transfer or discharge by filing a request for a fair hearing  
Before the Human Services Board in accordance with the procedures in 3 V.S.A. 3091.
15. Residents have the right to refuse care to the extent allowed by law. This includes the right to discharge himself or herself from the home. The home must fully inform the resident of the consequences of refusing care. If the resident makes a fully informed decision to refuse care, the home must respect that decision and is absolved from further responsibility. If the refusal of care will result in a resident's needs increasing beyond what the home is licensed to provide, or will result in the home being in violation of these regulations, the home may issue the resident a thirty (30) day notice of discharge in accordance with section 5.3 of these regulations
16. Residents have the right to formulate advance directions as provided by state law and to have the home follow the resident's wishes.

EXHIBIT 5

**RESPONSIBLE PARTY ADDENDUM**

This addendum ("Addendum") is entered into as of this [REDACTED] by and among [REDACTED] hereinafter referred to as the Resident"), [REDACTED] (the "Responsible Party") and Woodbine Senior Living, Manager for the Owner.

RECITALS

WHEREAS, the Resident desires to live in the suite, or already lives in the suite (the "Suite") identified in a Residency Agreement between Spring Village at Essex and the Resident the (Residency Agreement) of which this Addendum is made part; and

WHEREAS, Spring Village is willing to enter into Residency Agreement if the Resident identifies an individual who is willing to provide certain assistance to or in behalf of the Resident's financial obligations to Spring Village under residency Agreement in the event that the Resident does not make payments when due; and

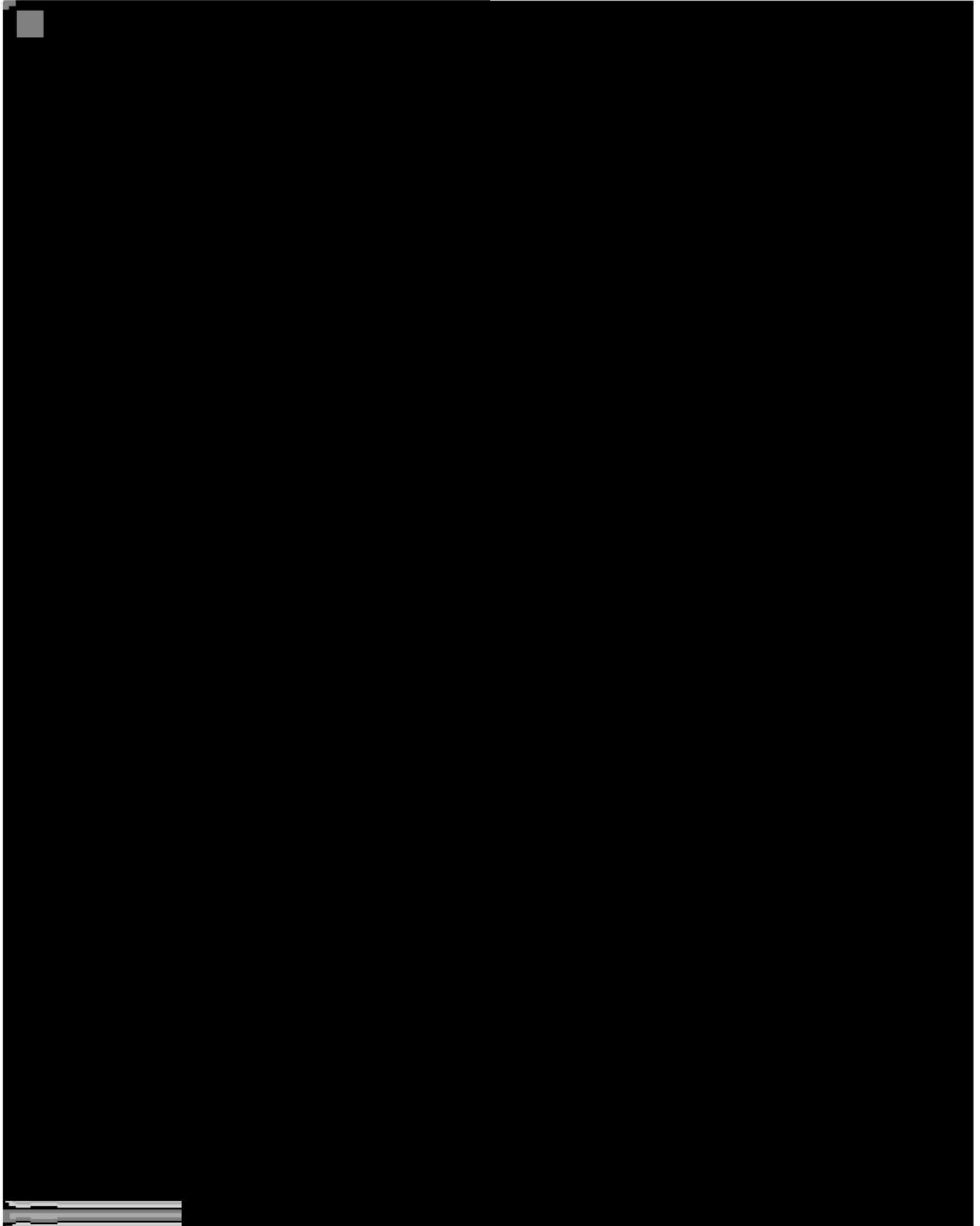
WHEREAS, the Responsible Party has agreed to provide such assistance and pay such obligations if and as necessary.

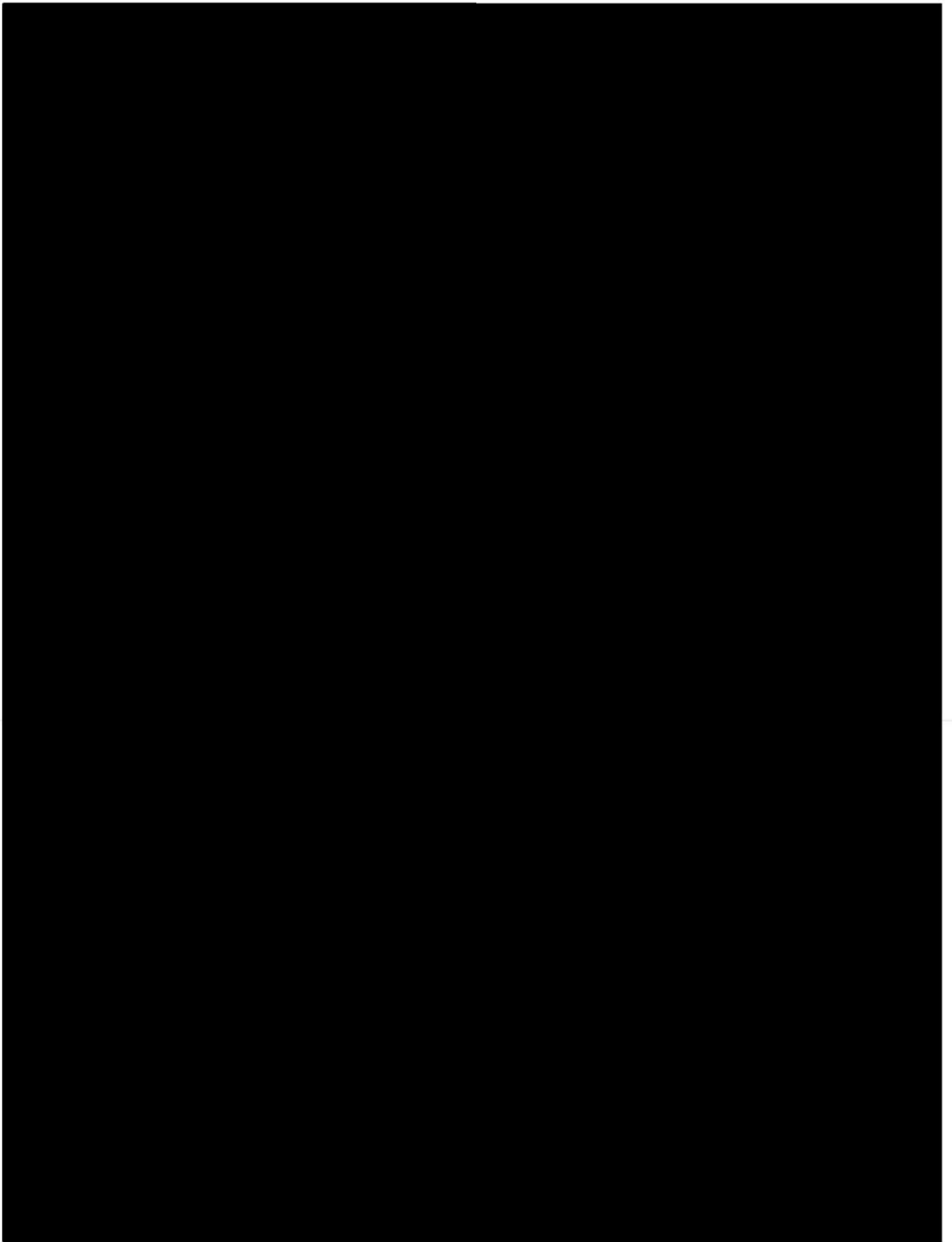
In consideration of the foregoing, the parties agree as follows:

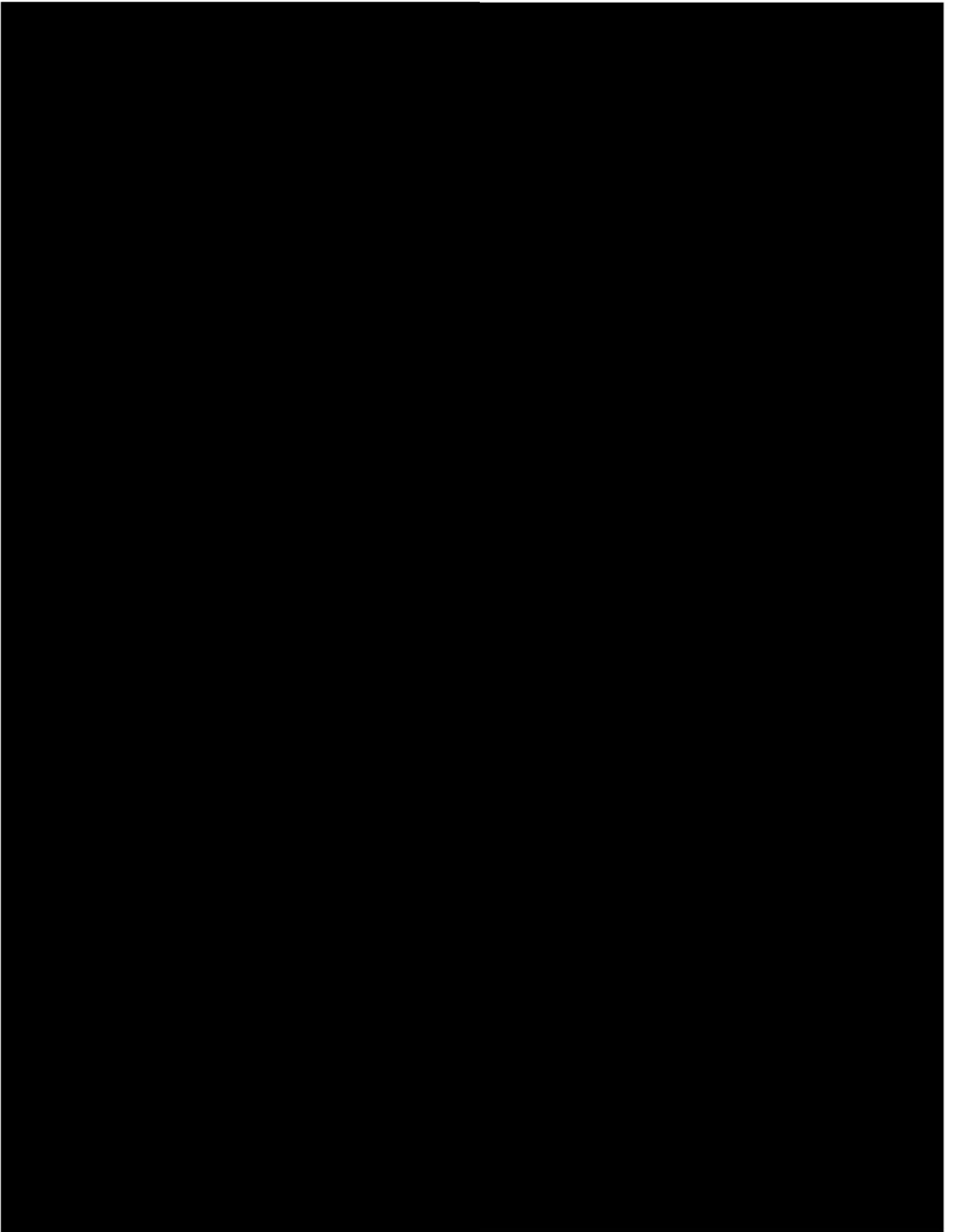
A. In the event that the condition of the Resident makes such assistance necessary or advisable, the Responsible Party, upon the request of the Community, will:

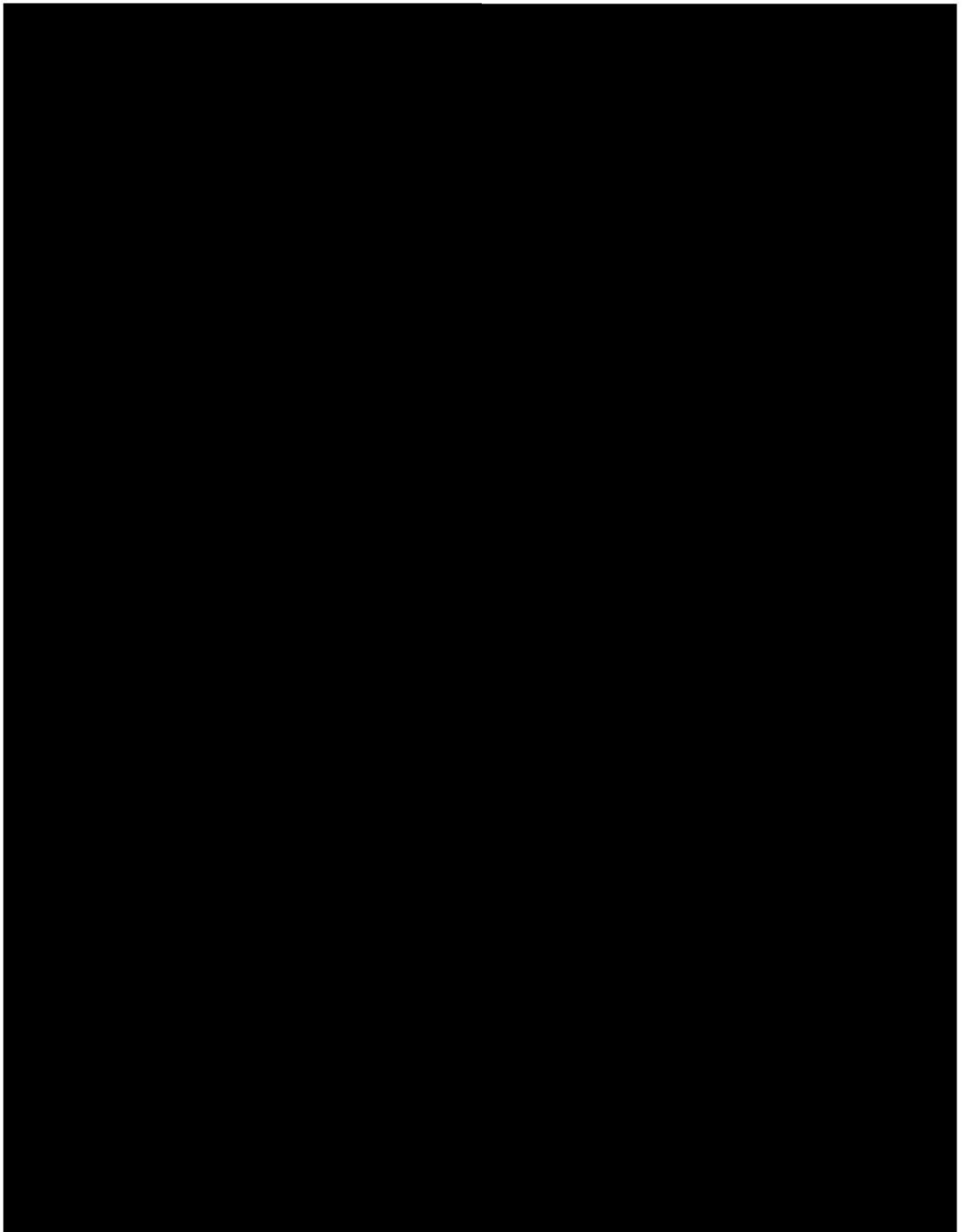
1. Participate as needed with the Community staff evaluating the Resident's needs and in planning and implementing an appropriate plan for the Resident's care;
2. Assist the Resident as necessary to maintain the Resident's welfare and to fulfill the Resident's obligations under the Residency Agreement;
3. Assist the Resident in transferring to a hospital, nursing home, or other medical facility in the event that the Resident's needs can no longer be met by the Community;
4. Will remove the Resident's personal property from the Apartment/Suite when the Resident leaves the Community;
5. Will make necessary arrangements for funeral services and burial in the event of death.

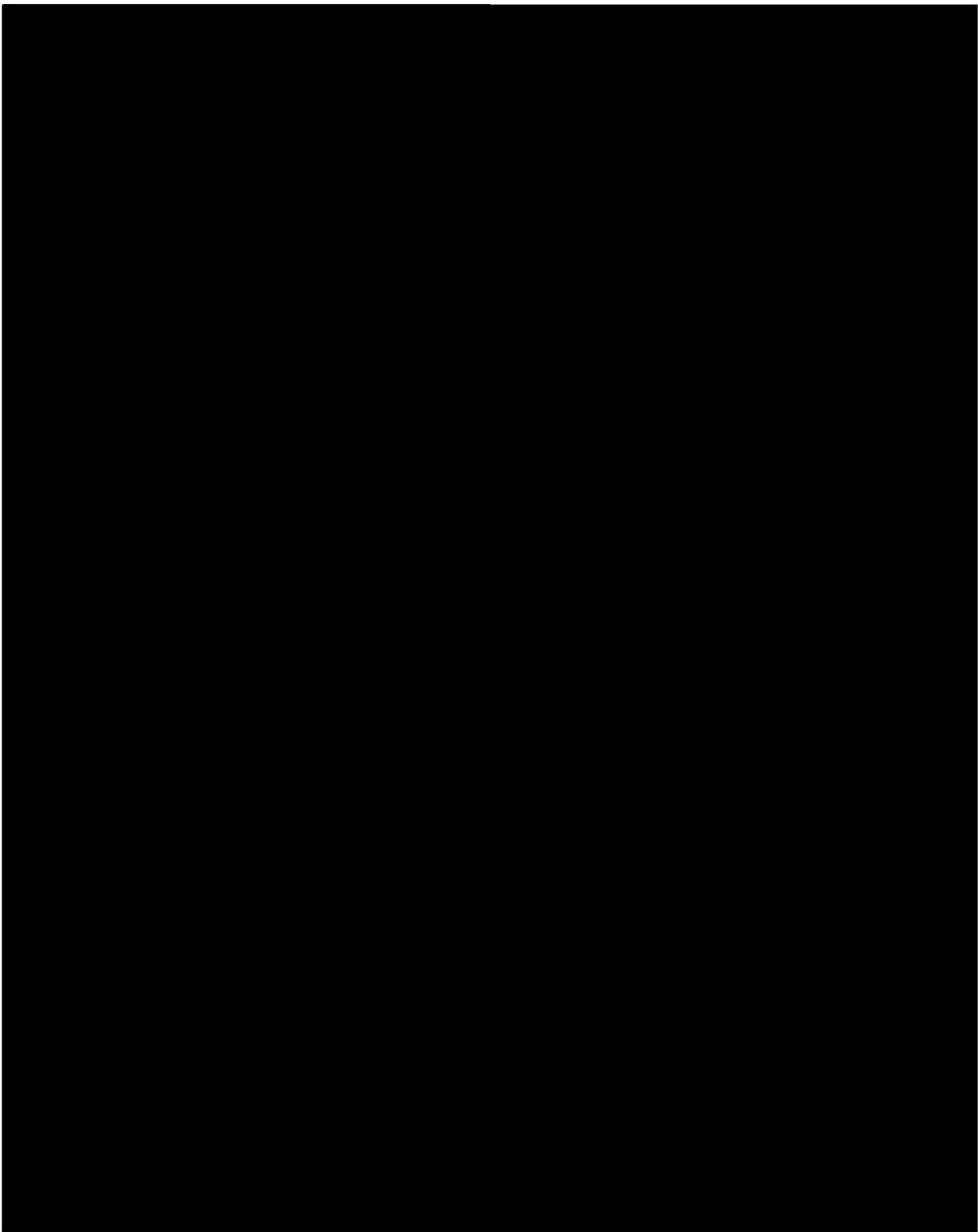
# Resident Assessment

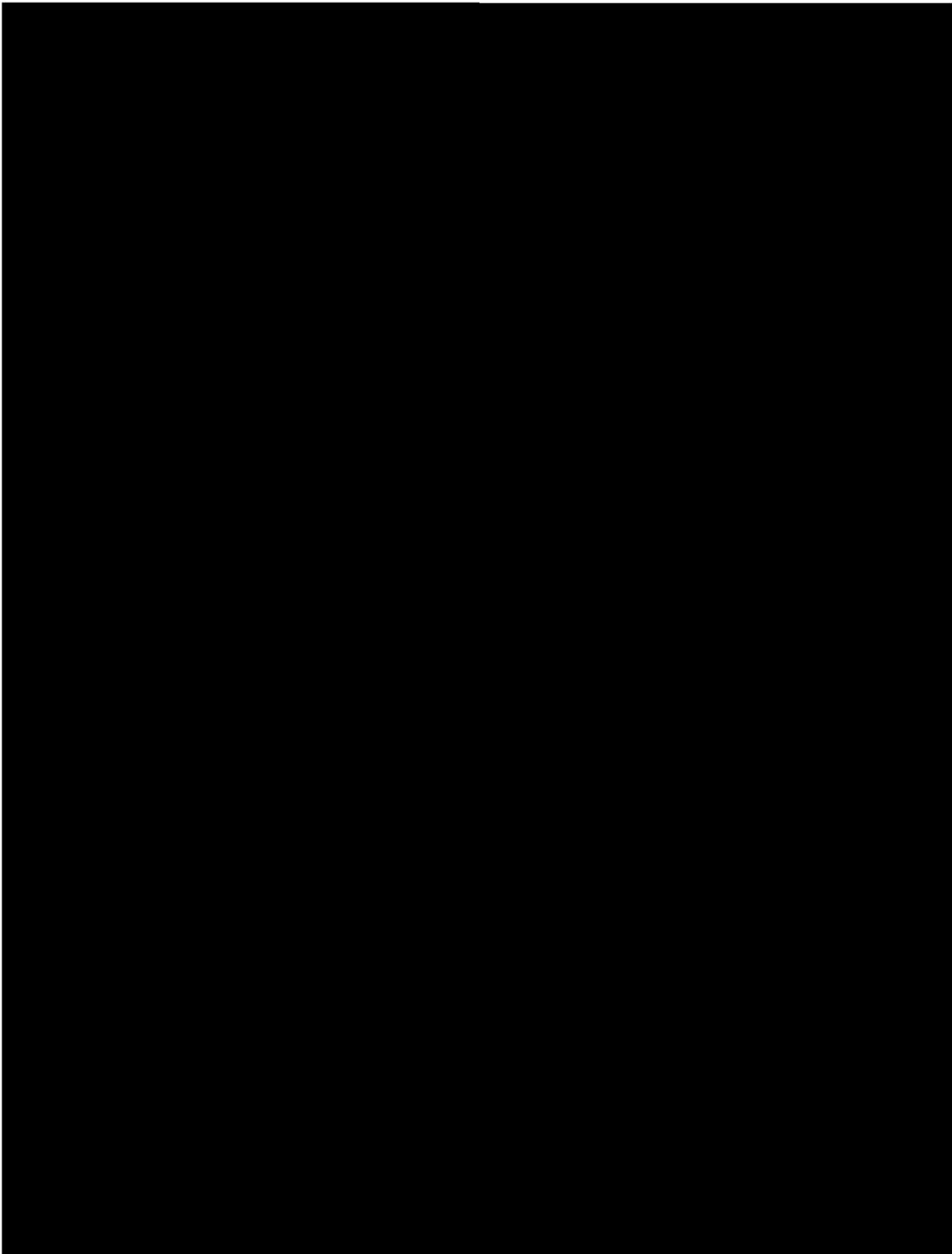




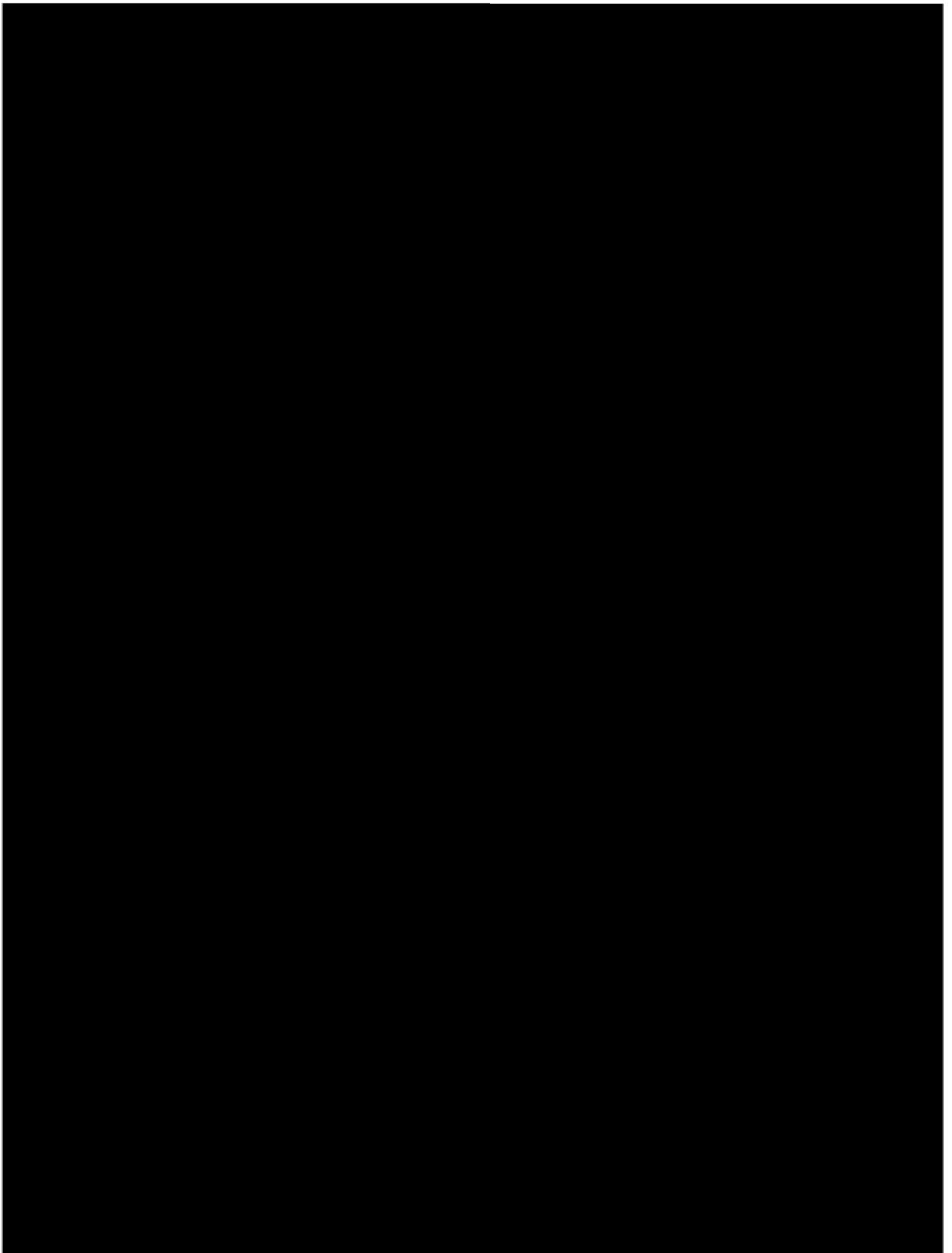


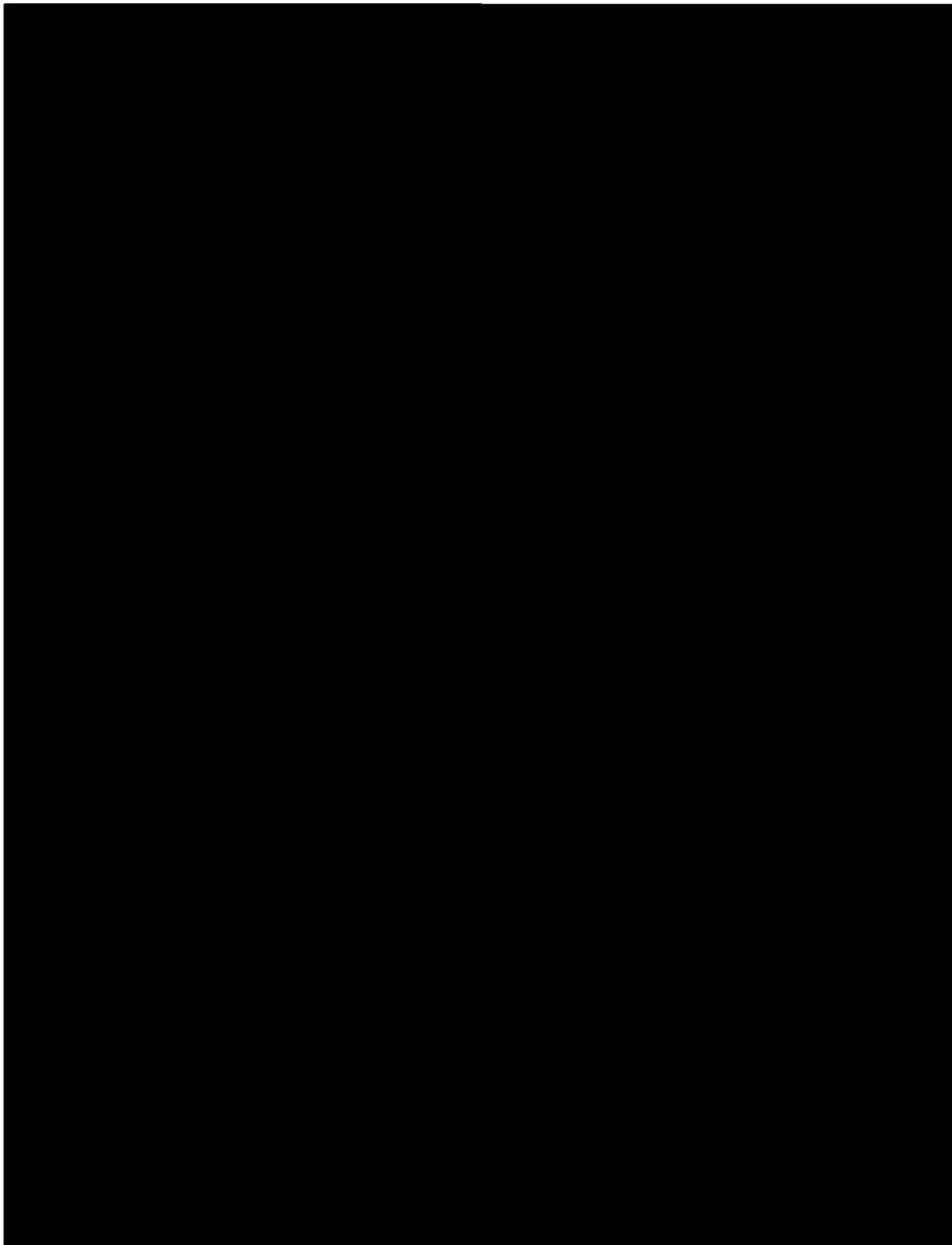


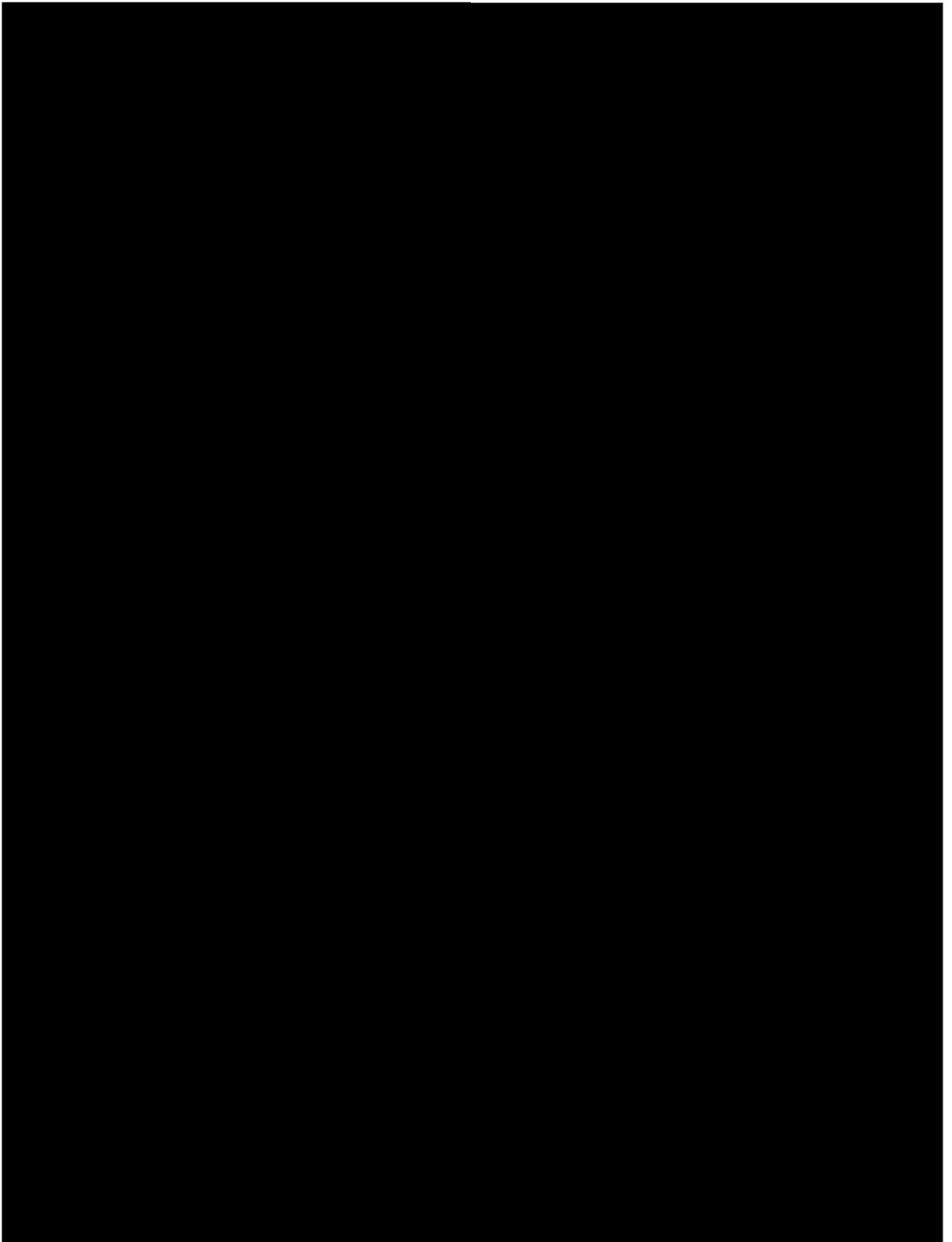


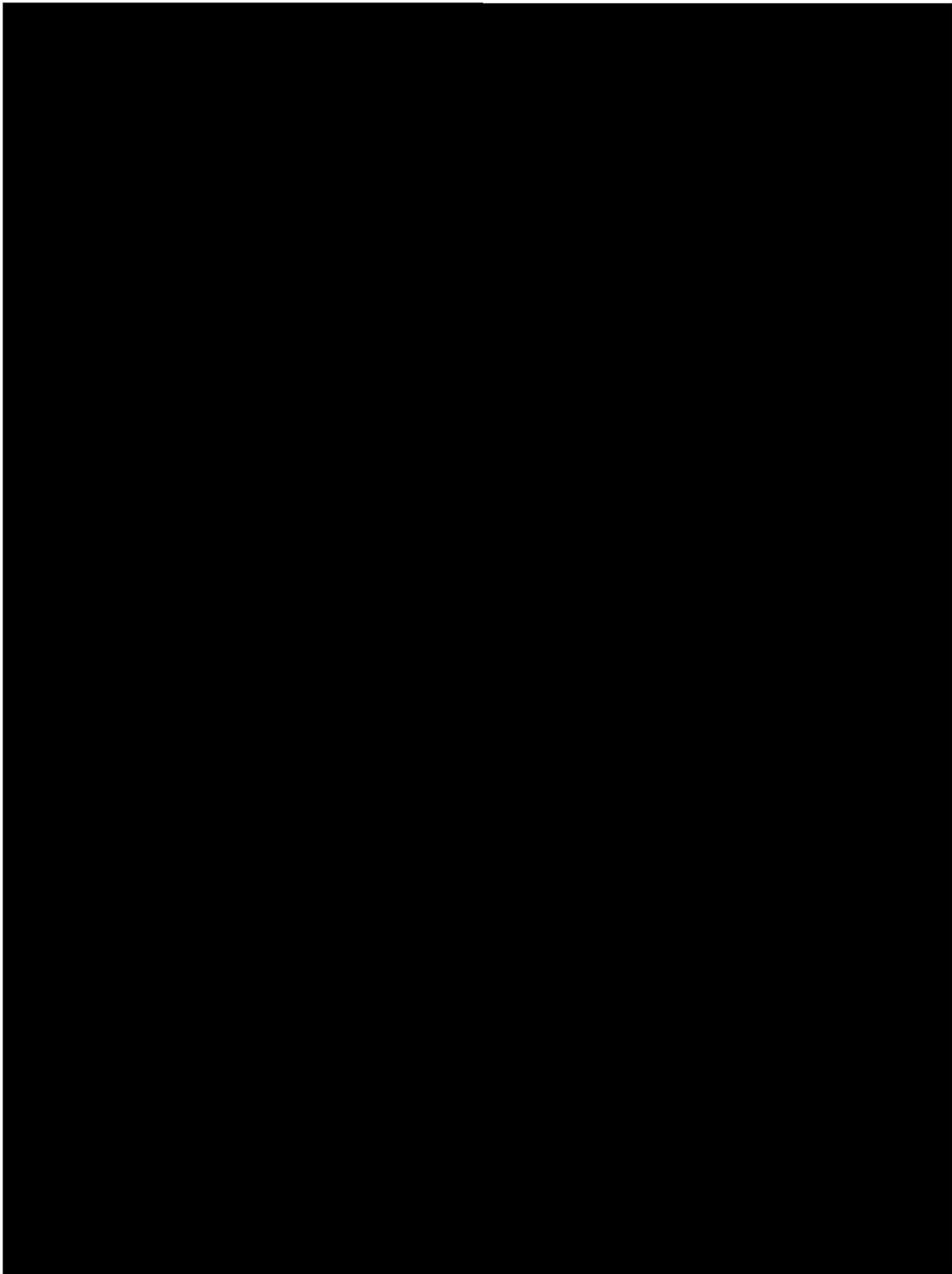


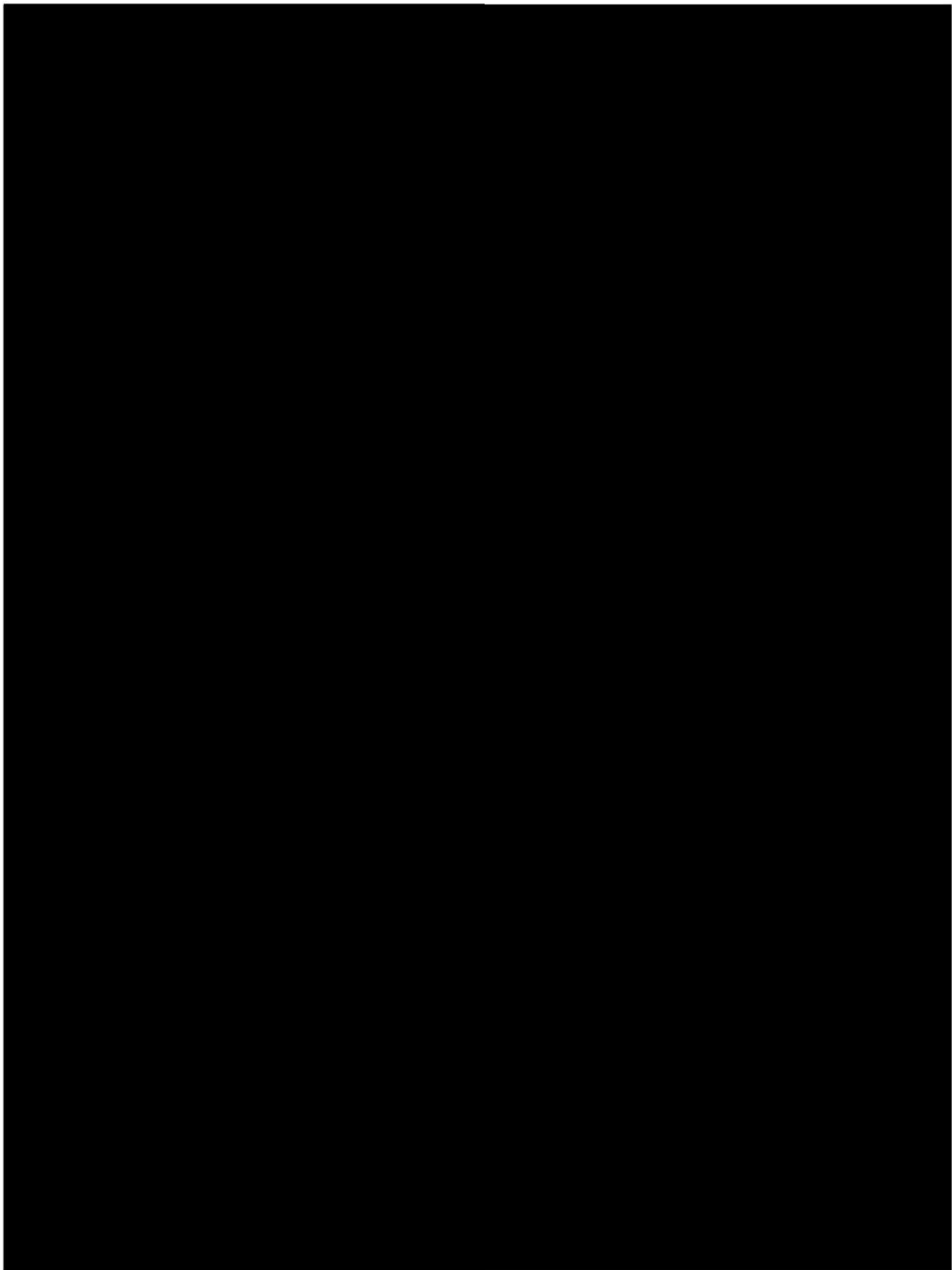


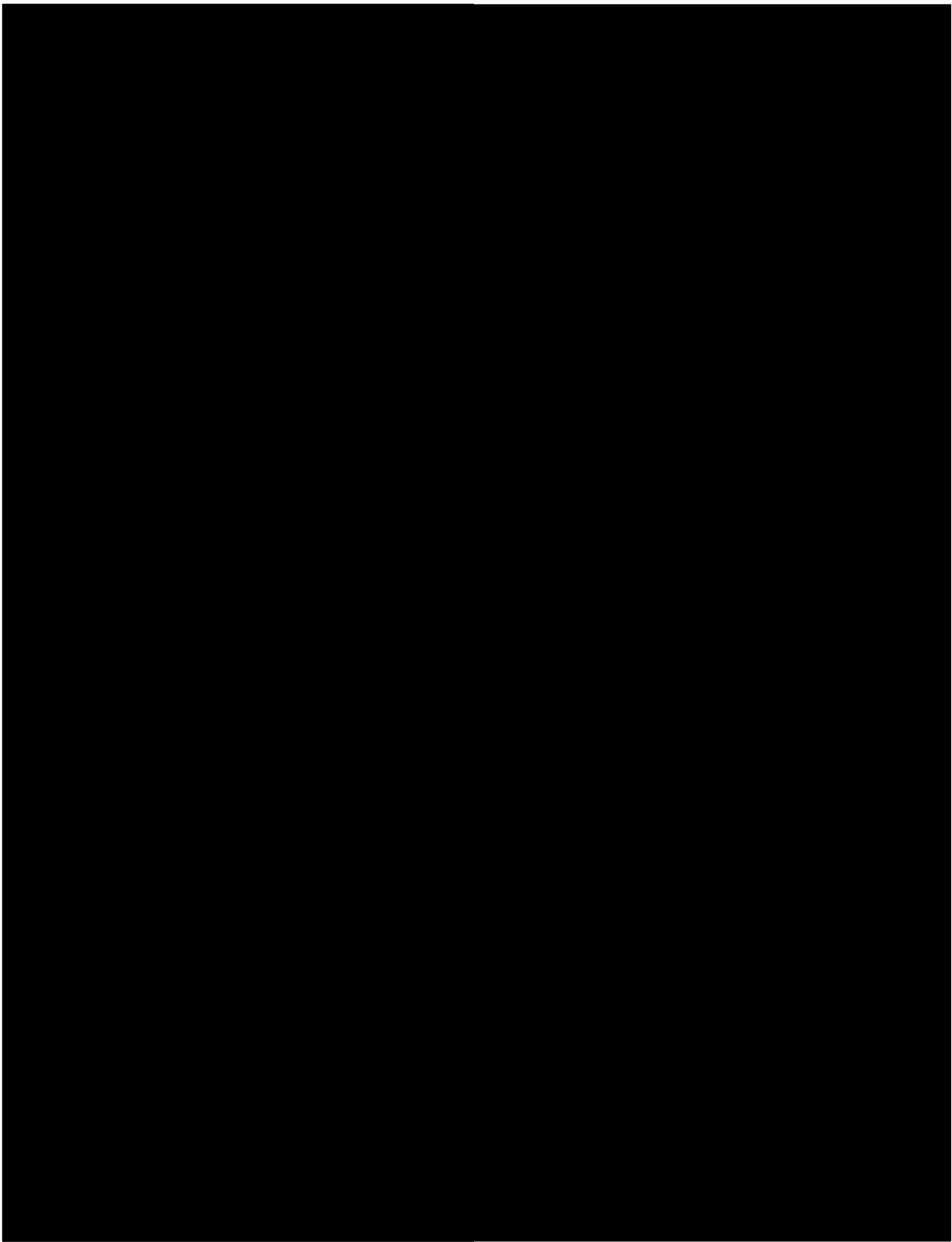


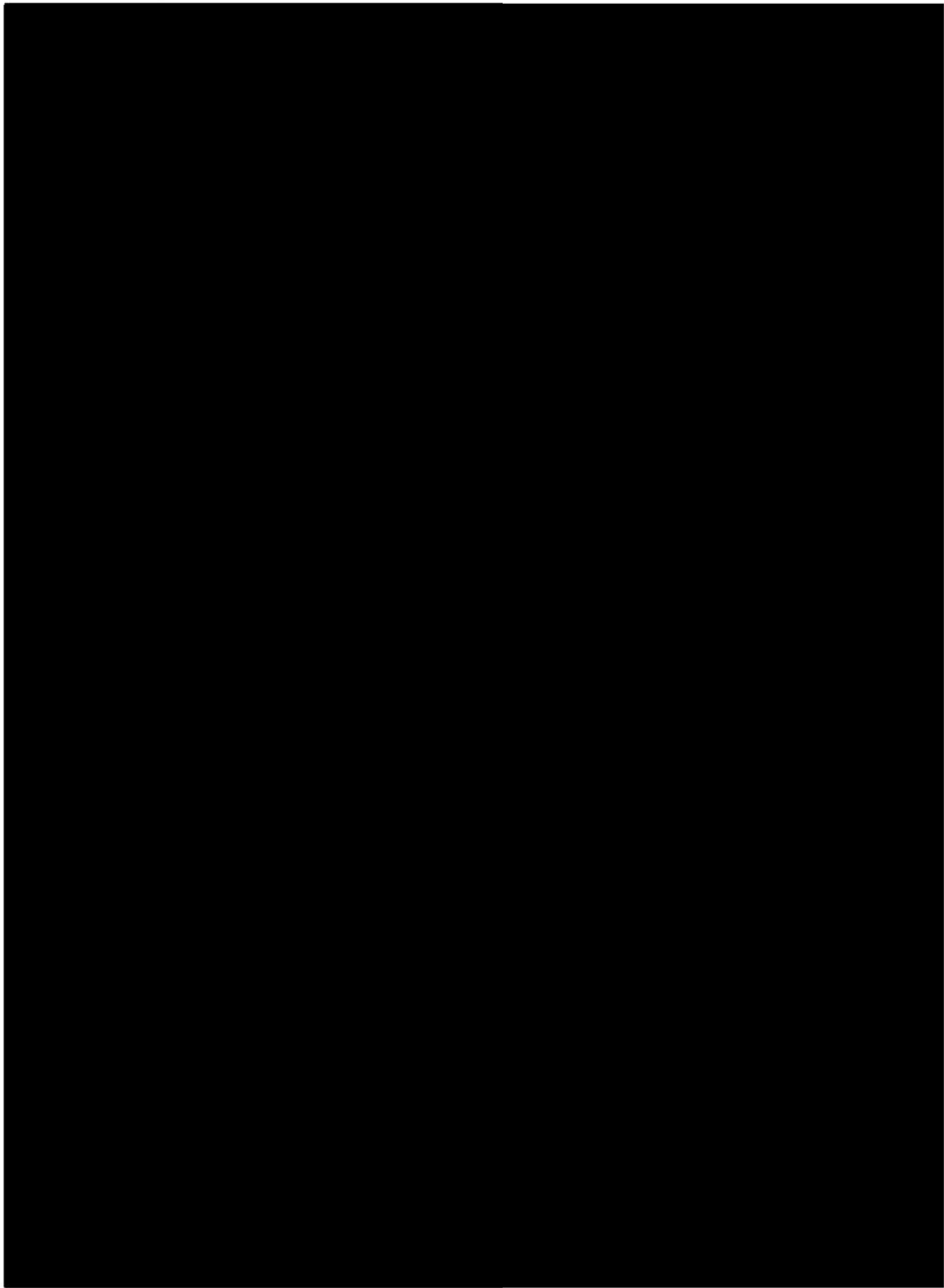


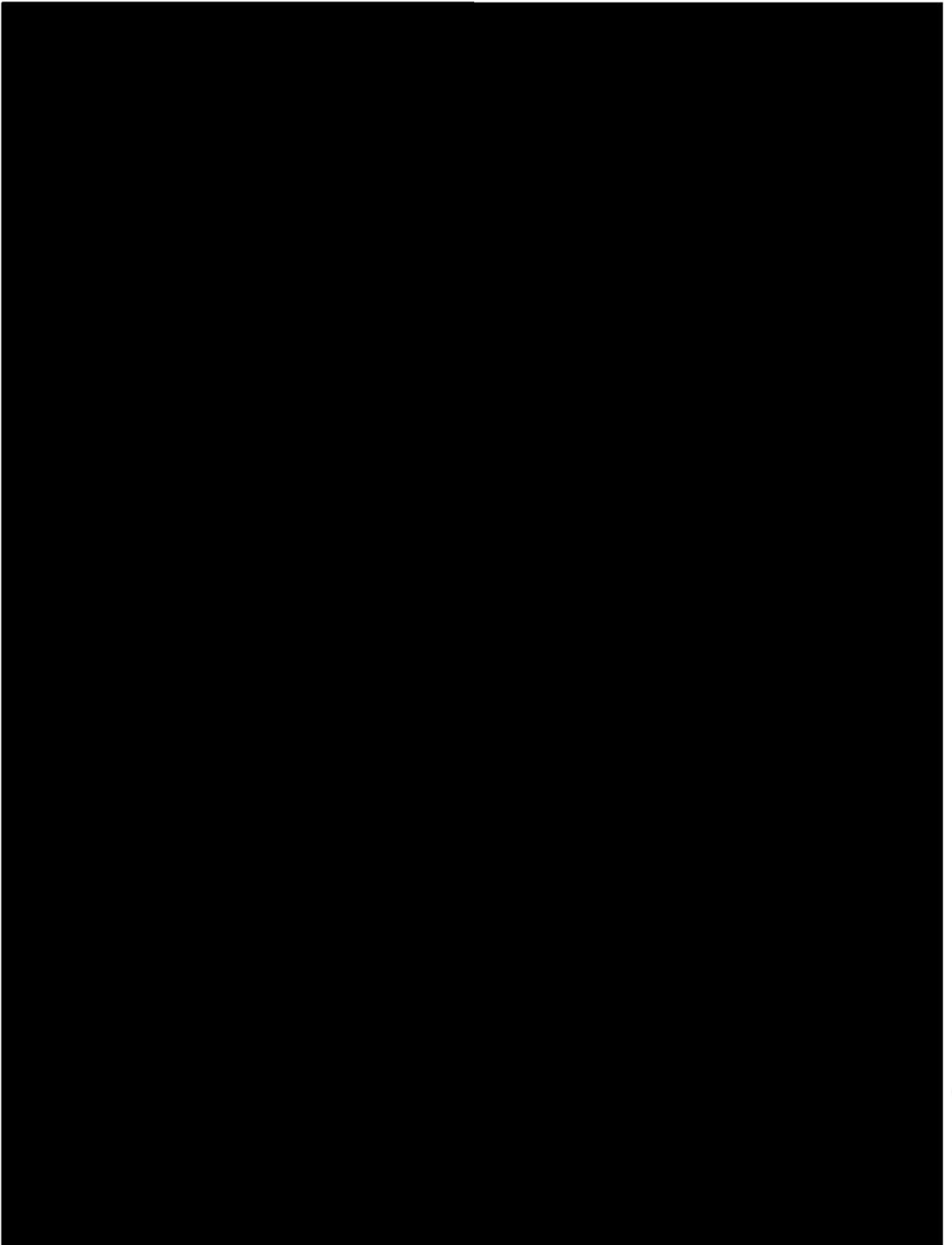






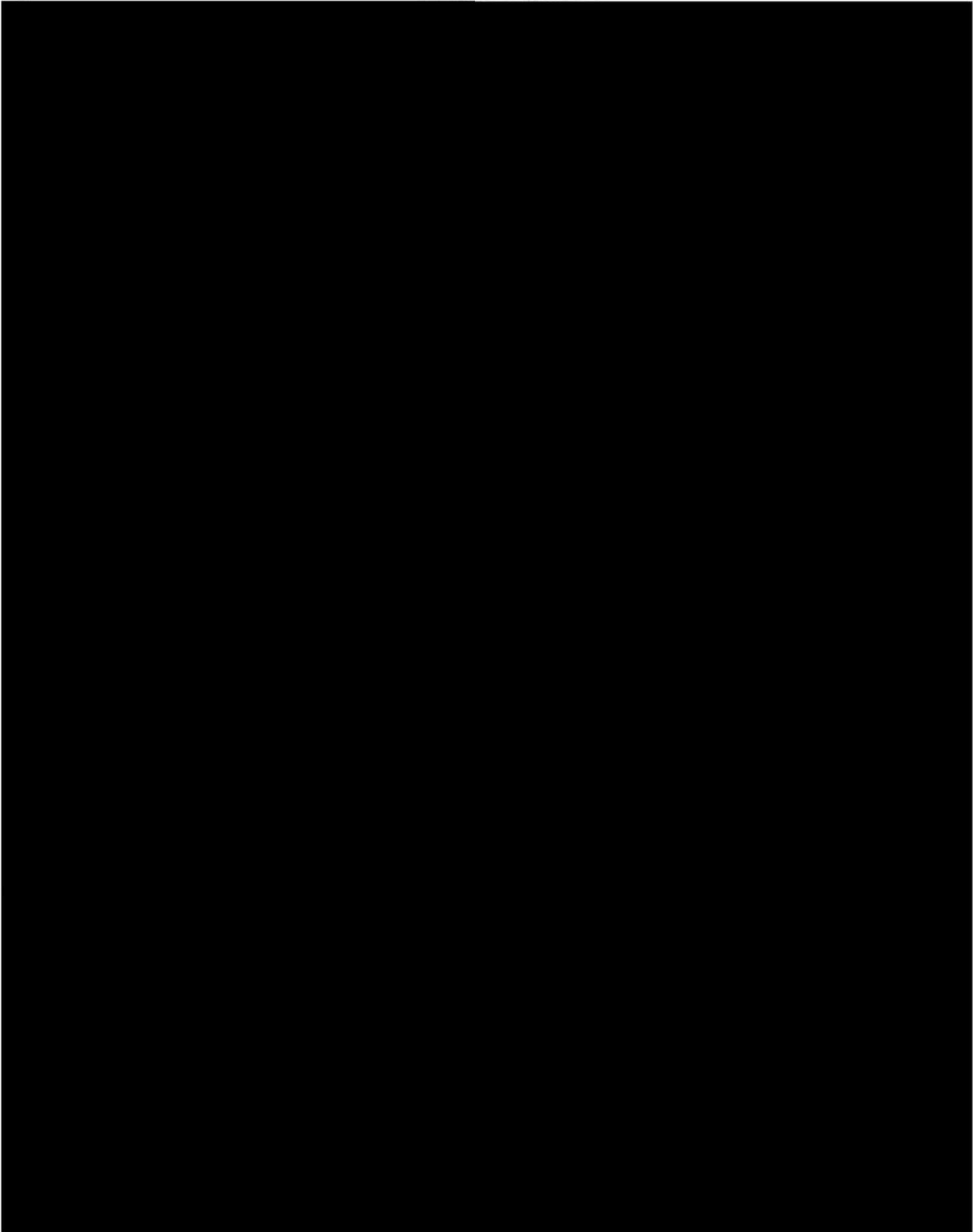








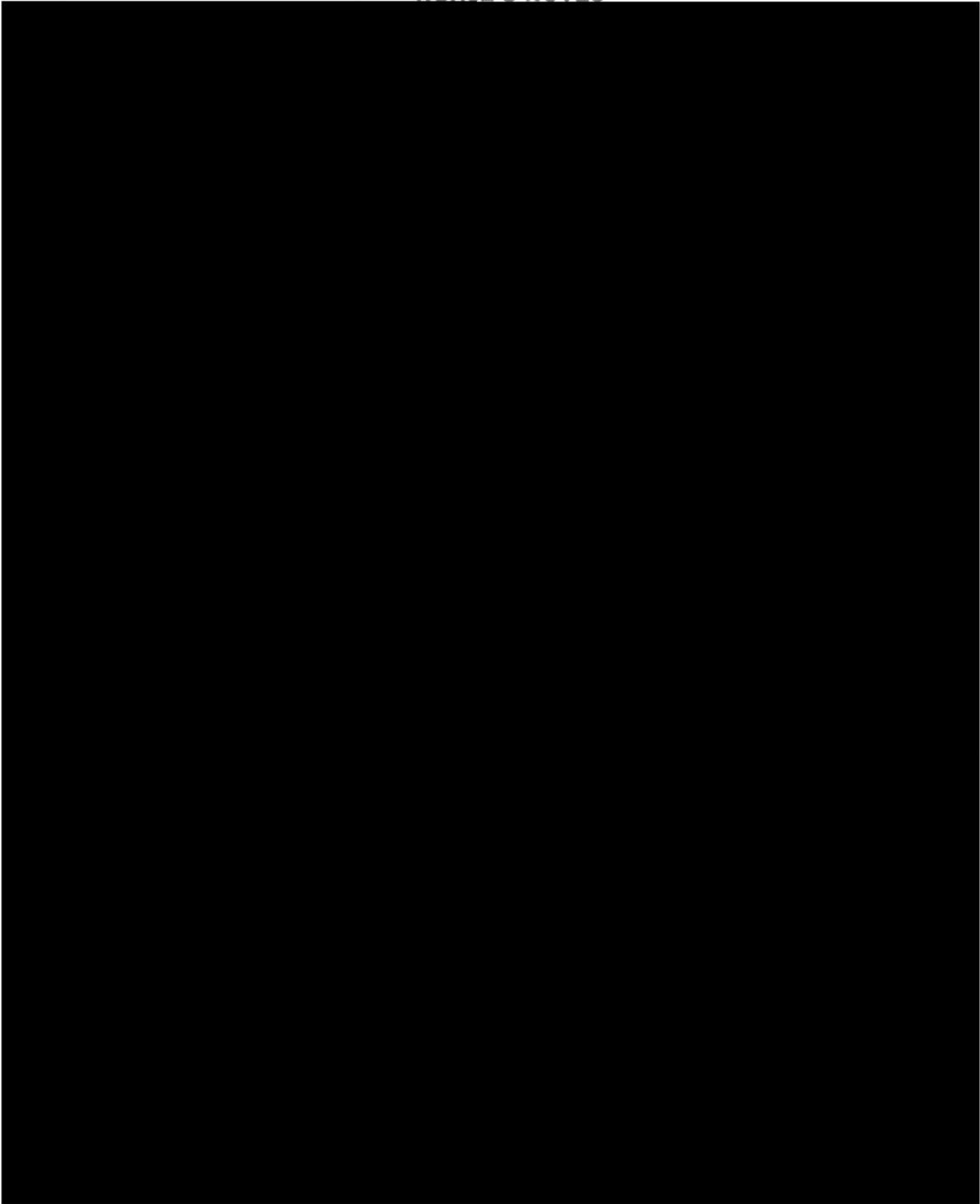
**NURSE'S NOTES**



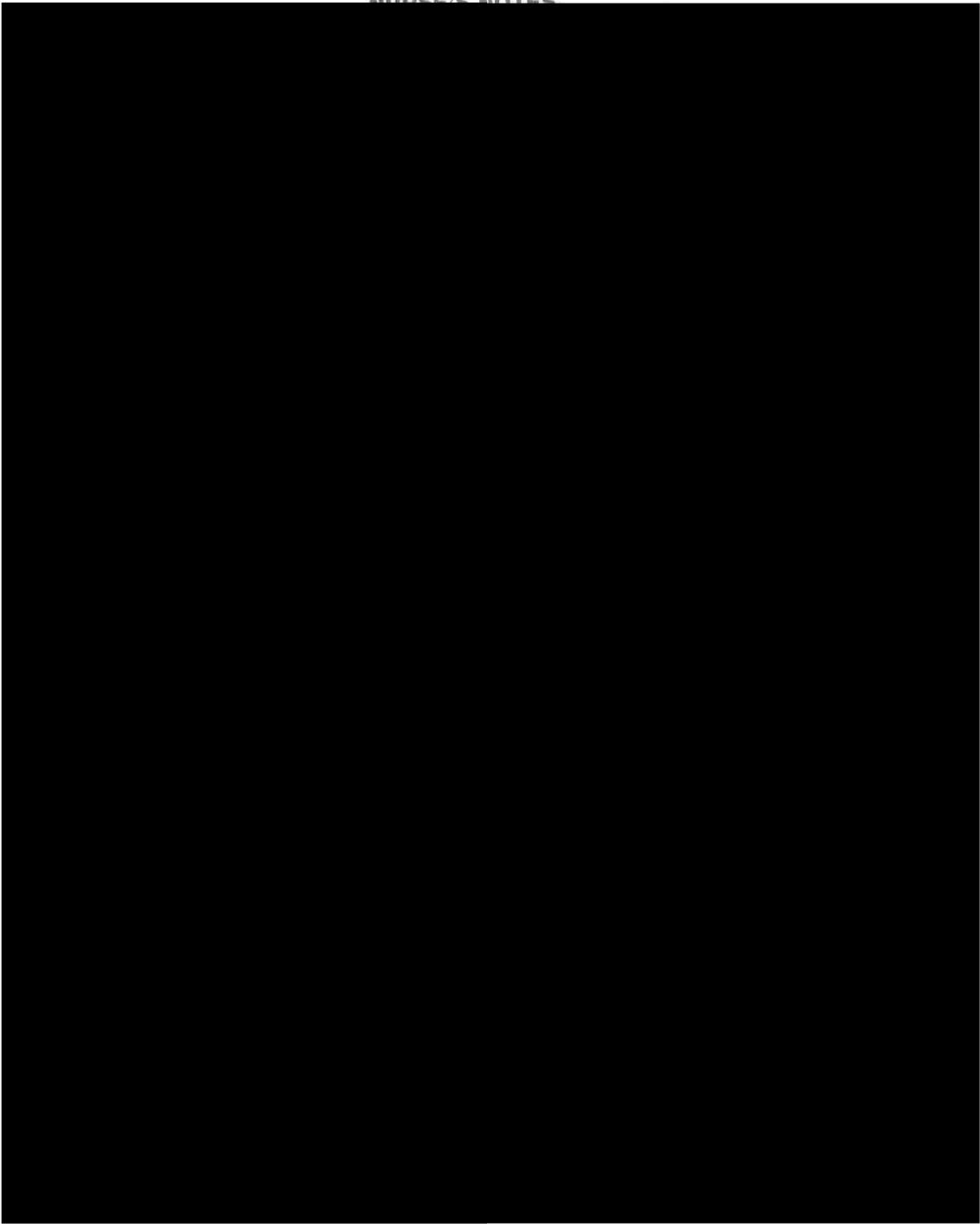
**NURSE'S NOTES**

[REDACTED]

**NURSE'S NOTES**

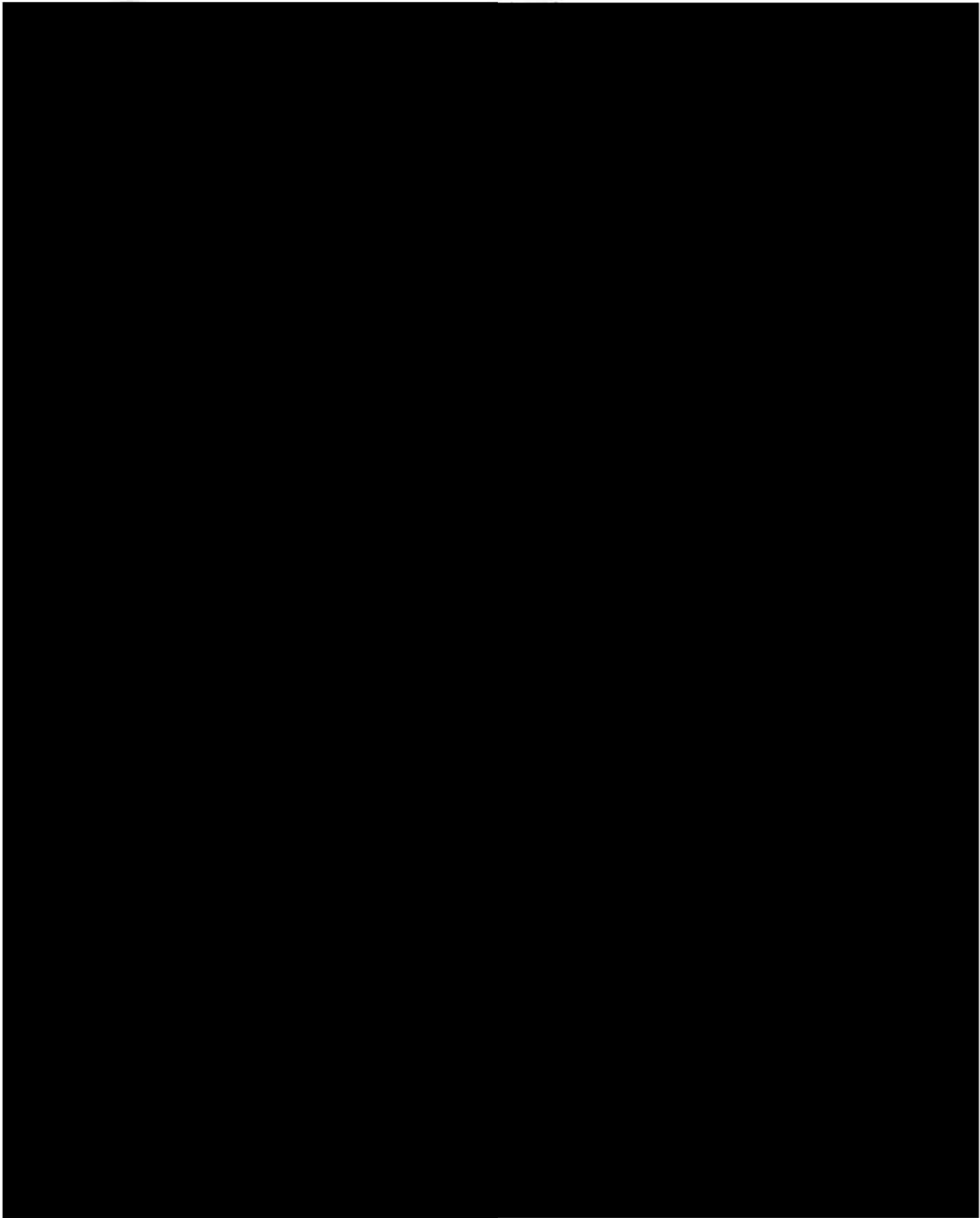


**NURSE'S NOTES**

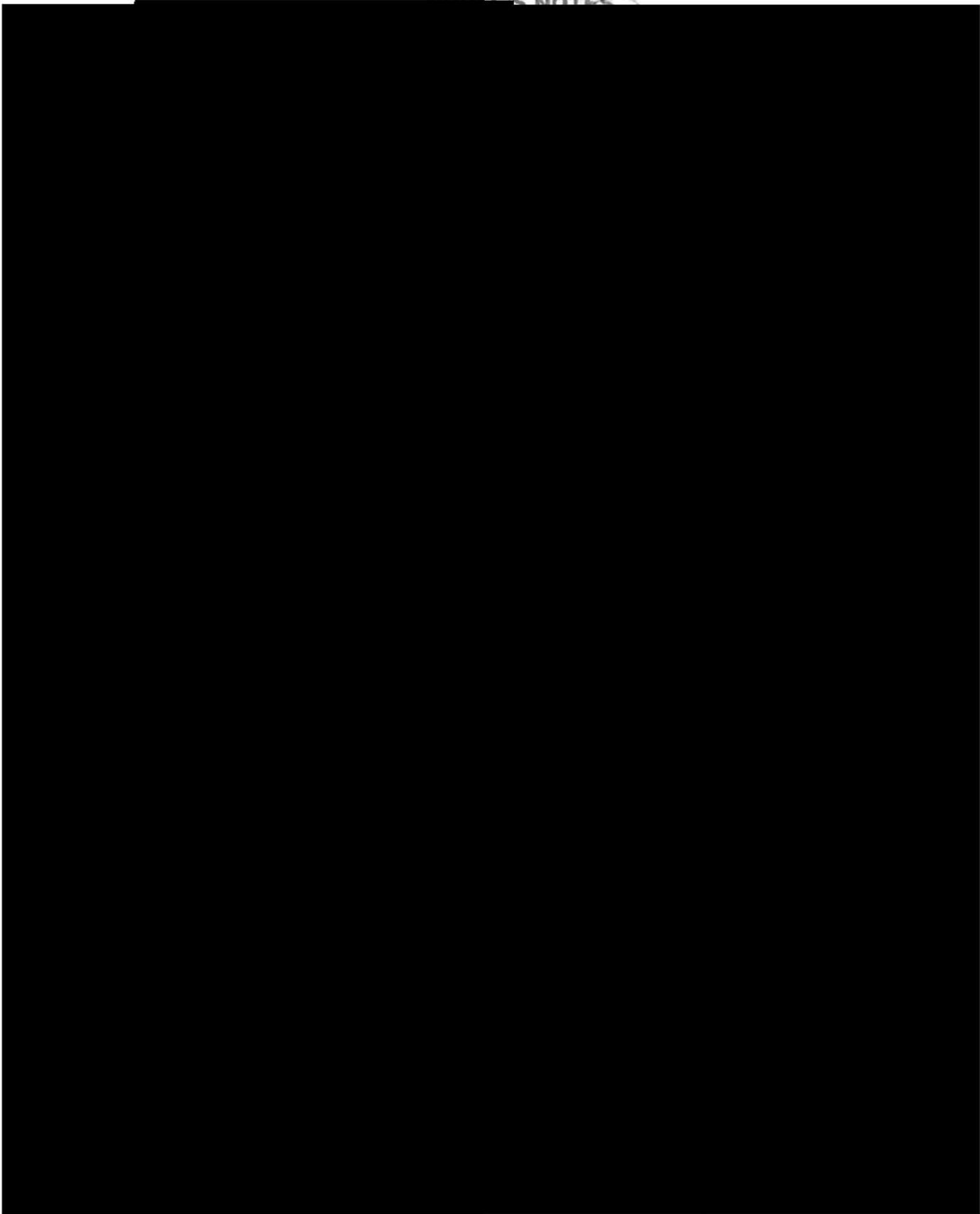


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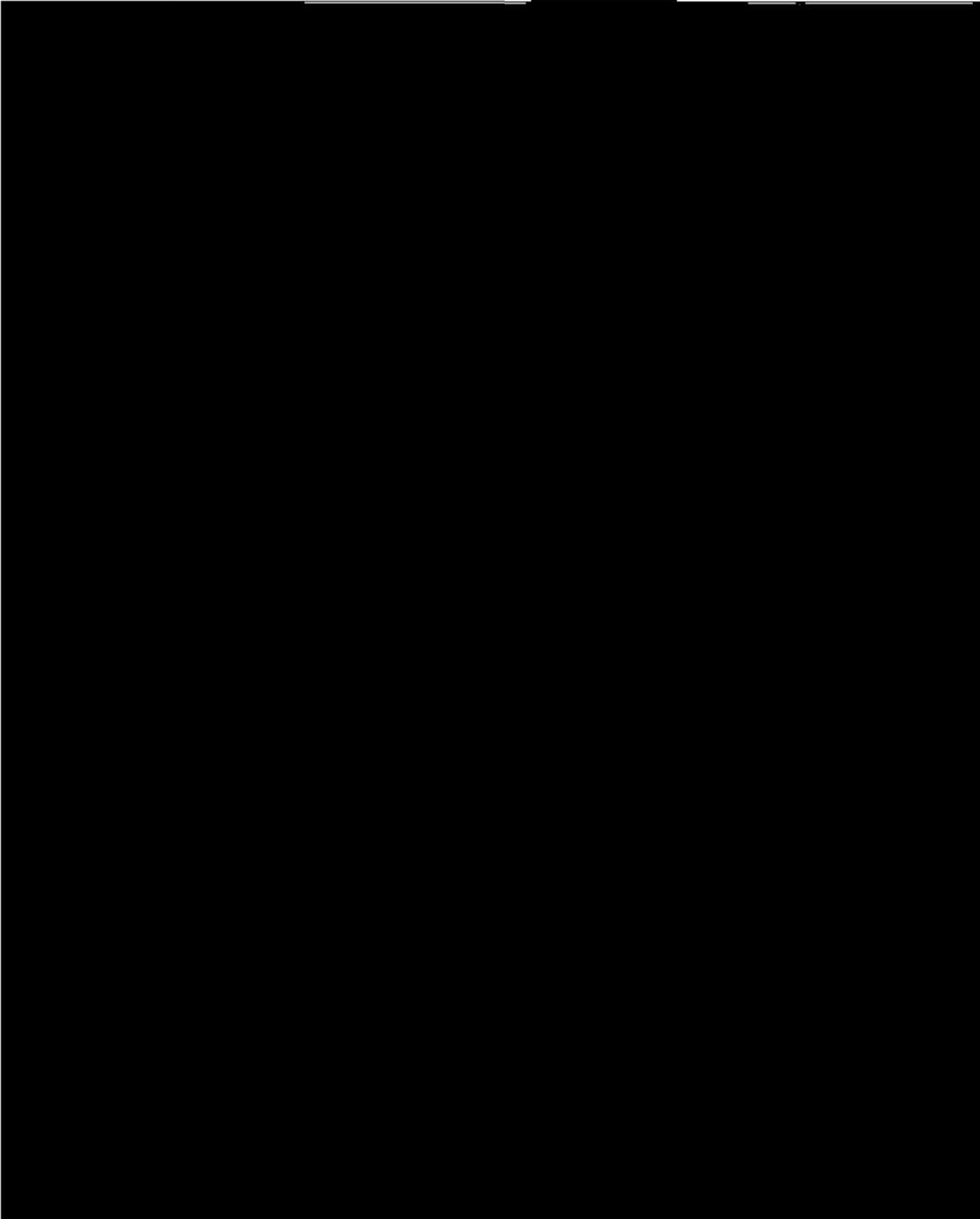
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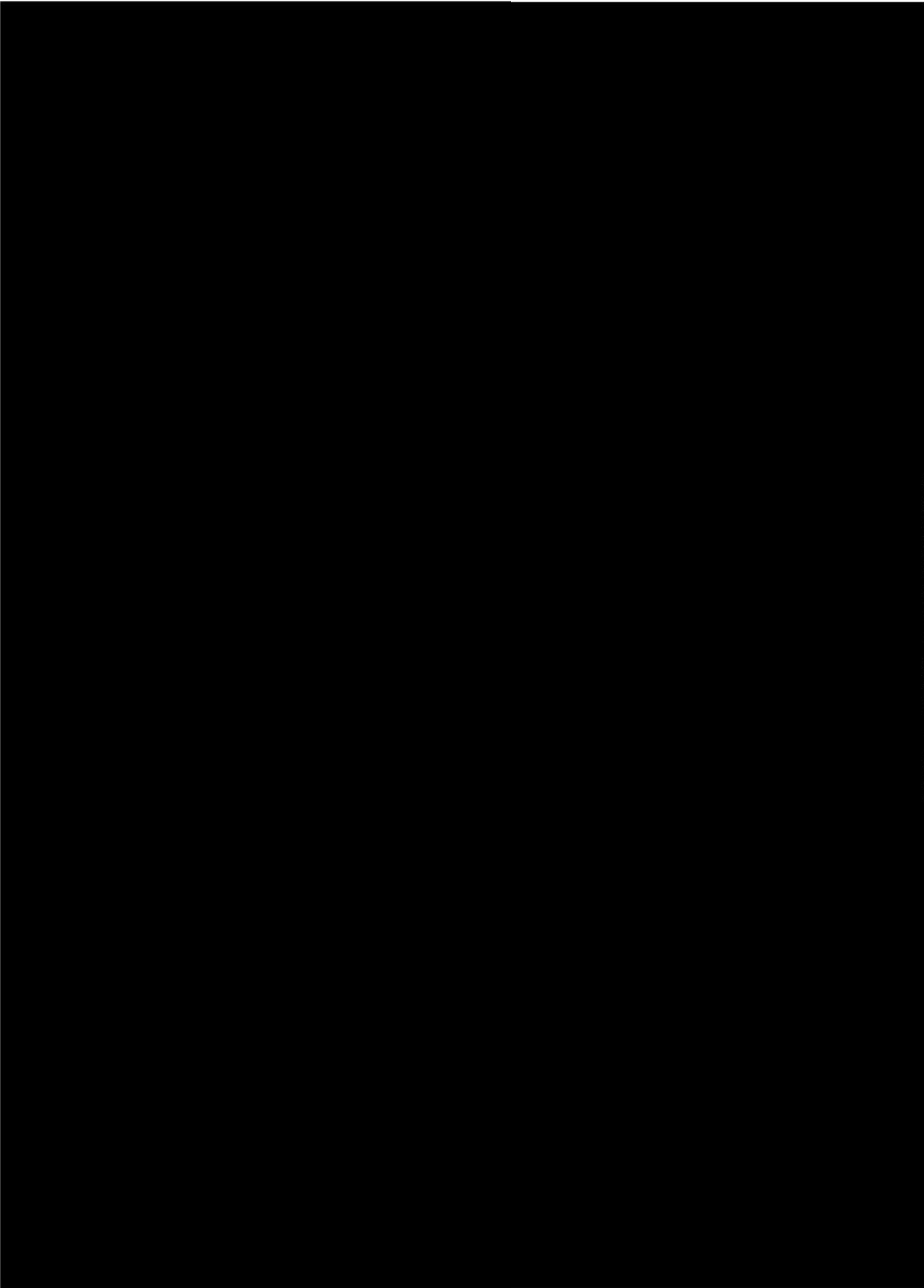


**NURSE'S NOTES**



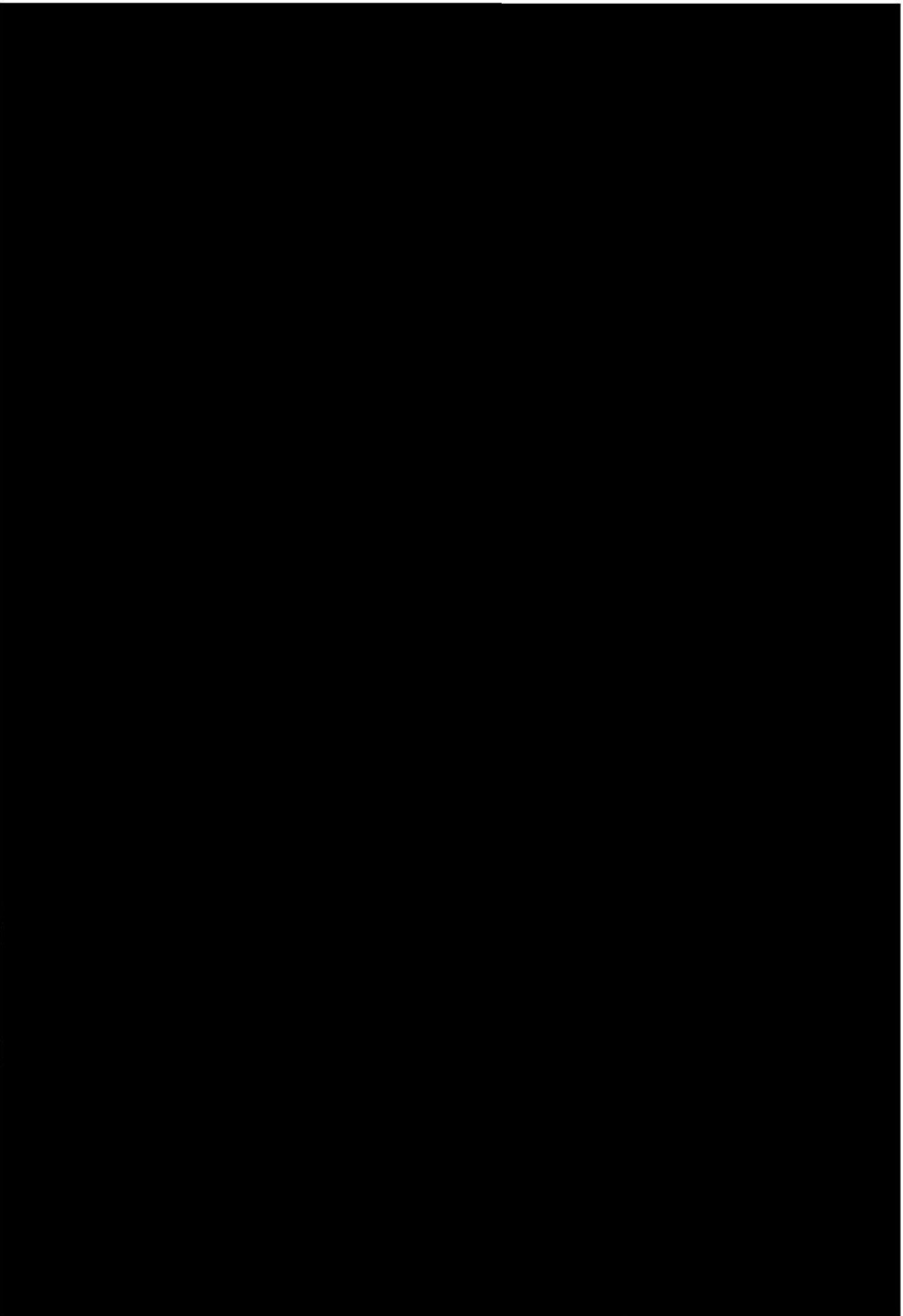


# Resident Care Plan

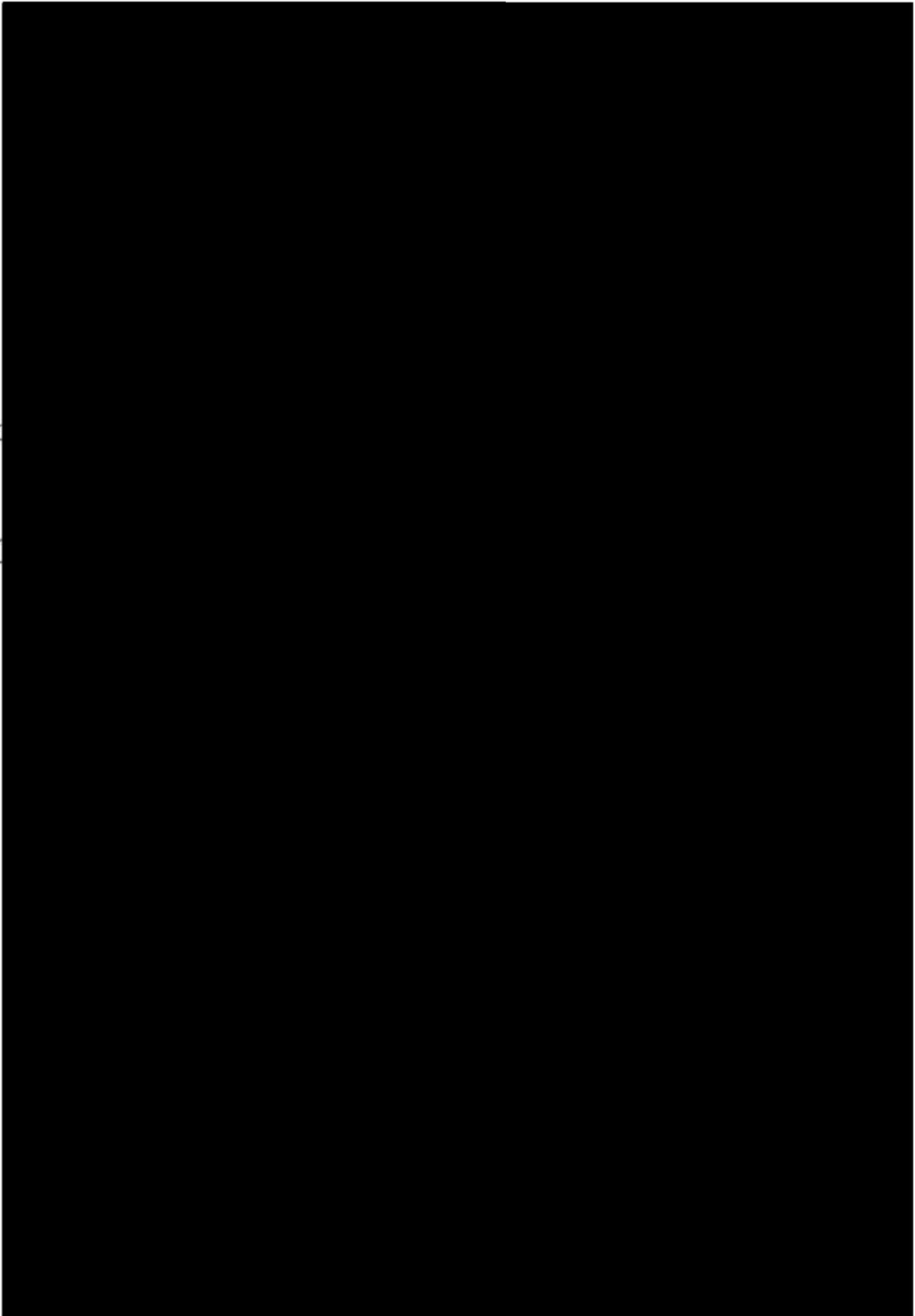


# Resident Care Plan

# Resident Care Plan



# Resident Care Plan





## Residency Agreement

November 10, 2016

**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  
Contenance Care  
Respite Care

Notes (Please initial and date):

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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



**RESPONSIBLE PARTY**



**SECOND RESIDENT (if applicable)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**RESPONSIBLE PARTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

*Emma M. Gonsalves*  
Signature

*Emma M. Gonsalves*

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 base fee will remain the same and be paid by the Resident/Responsible Party.

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.