

passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner

Assistant Attorney General

Office of the Vermont Attorney General

109 State Street

Montpelier VT 05609-1001

802-828-5947 (direct)

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

Thanks. I noticed that language in the brochure. I was just curious as to whether he might have any email correspondences with Spring Village where a promise in that vein was made.

Thanks anyway,
Jamie

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

Jamie:

We reached out to individual who provided documents for Resident #3.

The response to our request for [any written](#) representations by Spring Village is as follows:

The written representation is in the Spring Village brochure that is part of the package I sent to you. It is found on page 15... it is the box that is titled:

Memory Care Includes...

It specifically states...Aging in Place including end of life care...

That is the fourth page of the documents that I sent you for Resident #3 (the promotional material titled "Let us take the journey with you", then see the box highlighting memory care - "Memory Care Includes" - see second to last bullet "Aging in place, including end of life care"). I have attached a better (by a little bit) copy of the promotional material.

Sean

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

Sean,

Resident #3's documents include a letter dated [REDACTED]. On page 7 of that letter, the author represents that Spring Village represented to him: "We will be able to handle [REDACTED] needs. We will do whatever is necessary... including getting a variance... so that [REDACTED] can stay and pass here. This is something that you do not need to worry about." He writes: "I believed and trusted in those assurances... **orally and in writing**... during a difficult time." (Emphases added). Does this writer have any written representations by Spring Village to this effect? If so, could you possibly pass them along to me?

-Jamie

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

Jamie:

Attached is information concerning three Spring Village residents.

1. The Vermont Long-Term Care Ombudsman Project (VOP) received the

documents/information in the course of working with the families of the three residents.

2. For "Resident # 1" and "Resident #2", the information attached (Resident Agreements, Assessments, and Resident Care Plans – but only for Resident #1) was collected because the VOP assisted family members with an appeal of an involuntary discharge from Spring Village (NOTE: Spring Village has recently changed its name to Maple Ridge). One appeal was won; another was lost (the appeal lost is being appealed further).
3. For Resident #3, the information collected by the VOP is informational/marketing materials, a Resident Agreement, and a 14-page "letter" written by a family member. The letter describes the family member's experience (and views) of Spring Village.
4. The attached copies are the best (in terms of readability) that we can provide you with – for one assessment we asked the facility for another/better copy; they were unable to provide a better copy.
5. If we come across any additional materials, we will be sure to pass them along to you.

Feel free to contact me, if you have any questions.

In the meantime, I will wait to hear back from you (after you've had the opportunity to review the information).

Thank you for taking a look.

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Spring Village - follow up

Sean,

As follow up to our call, it would be helpful if your clients could pass along examples of their (or their family member's):

- Resident agreements;
- Assessments (initial, annual and/or upon change of condition);
- Resident Care Plans;
- Any other informational / marketing materials provided to them by Spring Village.

As I mentioned, please redact personal identifying information from these documents before passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner

Assistant Attorney General

Office of the Vermont Attorney General

109 State Street
Montpelier VT 05609-1001
802-828-5947 (direct)

From: [Sean Londergan](#)
To: [Renner, Jamie](#)
Subject: RE: Spring Village - follow up
Date: [REDACTED]
Attachments: [SV Promotional Material - Aging in Place.pdf](#)

Jamie:

We reached out to individual who provided documents for Resident #3.

The response to our request for [any written](#) representations by Spring Village is as follows:

The written representation is in the Spring Village brochure that is part of the package I sent to you. It is found on page 15... it is the box that is titled:

Memory Care Includes...

It specifically states...Aging in Place including end of life care...

That is the fourth page of the documents that I sent you for Resident #3 (the promotional material titled "Let us take the journey with you", then see the box highlighting memory care - "Memory Care Includes" - see second to last bullet "Aging in place, including end of life care"). I have attached a better (by a little bit) copy of the promotional material.

Sean

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: RE: Spring Village - follow up

Sean,

Resident #3's documents include a letter dated [REDACTED]. On page 7 of that letter, the author represents that Spring Village represented to him: "We will be able to handle [REDACTED] needs. We will do whatever is necessary... including getting a variance... so that [REDACTED] can stay and pass here. This is something that you do not need to worry about." He writes: "I believed and trusted in those assurances... **orally and in writing**... during a difficult time." (Emphases added). Does this writer have any written representations by Spring Village to this effect? If so, could you possibly pass them along to me?

-Jamie

From: Sean Londergan <SLondergan@vtlegalaid.org>

Sent: [REDACTED]

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

Subject: RE: Spring Village - follow up

Jamie:

Attached is information concerning three Spring Village residents.

1. The Vermont Long-Term Care Ombudsman Project (VOP) received the documents/information in the course of working with the families of the three residents.
2. For "Resident # 1" and "Resident #2", the information attached (Resident Agreements, Assessments, and Resident Care Plans – but only for Resident #1) was collected because the VOP assisted family members with an appeal of an involuntary discharge from Spring Village (NOTE: Spring Village has recently changed its name to Maple Ridge). One appeal was won; another was lost (the appeal lost is being appealed further).
3. For Resident #3, the information collected by the VOP is informational/marketing materials, a Resident Agreement, and a 14-page "letter" written by a family member. The letter describes

the family member's experience (and views) of Spring Village.

4. The attached copies are the best (in terms of readability) that we can provide you with – for one assessment we asked the facility for another/better copy; they were unable to provide a better copy.

5. If we come across any additional materials, we will be sure to pass them along to you.

Feel free to contact me, if you have any questions.

In the meantime, I will wait to hear back from you (after you've had the opportunity to review the information).

Thank you for taking a look.

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Spring Village - follow up

Sean,

As follow up to our call, it would be helpful if your clients could pass along examples of their (or their family member's):

-Resident agreements;

-Assessments (initial, annual and/or upon change of condition);

-Resident Care Plans;

-Any other informational / marketing materials provided to them by Spring Village.

As I mentioned, please redact personal identifying information from these documents before passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner

Assistant Attorney General

Office of the Vermont Attorney General

109 State Street

Montpelier VT 05609-1001

802-828-5947 (direct)



A WOODBINE SENIOR
LIVING COMMUNITY



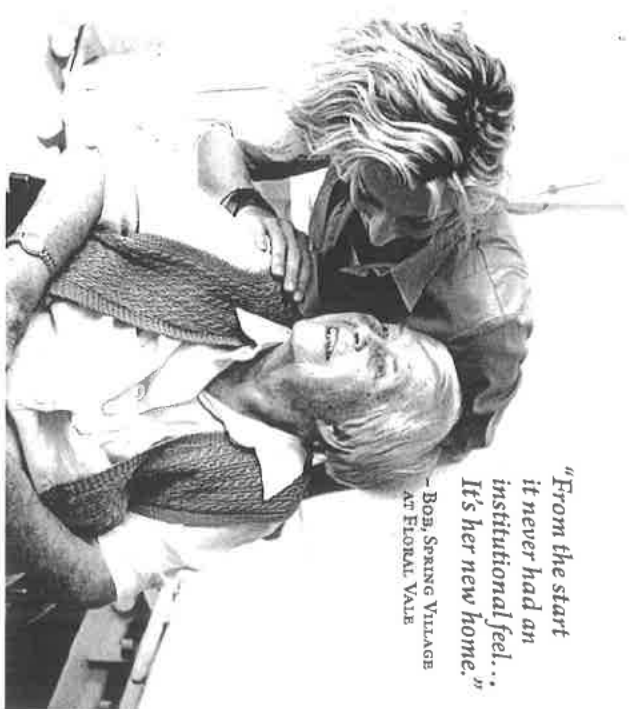
Let us take the
renew with you.

Enriching the mind, body and spirit.

Spring Village at Essex is an Assisted Living community specializing in caring for people with Alzheimer's, Dementia, and Memory Loss. We offer a safe, affordable option for people who wish to live independently, with minimal assistance, and for those who need a high level of care. Our care is centered around the whole person. This means we are respectful of all residents and their life choices. We are not a nursing home, but a home—a place where people are not only cared for, but also treated with respect, kindness and compassion. Our staff provides 24-hour support, adjusting care plans as residents' needs change. We develop Personal Care Plans in partnership with staff, the resident, and his or her family. The plan addresses the resident's emotional, physical, and spiritual wellness through balanced nutrition, quality care, enriching activities, medication management and the creation of positive daily experiences.



Spring Village is conveniently located close to Burlington and Whitton, ON and is adjacent to The Essex Cultural Centre.



"From the start it never had an institutional feel... It's her new home."
—BOB, SPRING VILLAGE AT ESSEX, VALE

Memory Care Includes:

- Individual plans of care
- Large, sunny shared or private suites
- Staff experienced in memory care, with ongoing in-service education
- Medication and continence management
- 24-hour safety monitoring
- Nurturing environment to promote independence
- Physical, occupational and speech therapy available
- Aging in place, including end of life care
- Community support groups available

Spring Village at Essex is designed to meet the special needs of our residents. We provide a safe, home-like atmosphere. We believe families are a vital part of our community.

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

Thank you. One more question:

[REDACTED] Resident #1 wrote in a letter that:

“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...

“[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.”

Can this individual clarify who at Spring Village made the representations referenced in quote para 1 (i.e. who at Spring Village represented that this individual’s father could “age in place” there)?

-Jamie

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

Jamie:

I will follow up with the writer and get back to you.

Sean

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

Sean,

Resident #3’s documents include a letter dated [REDACTED]. On page 7 of that letter, the author represents that Spring Village represented to him: “We will be able to handle [REDACTED] needs. We will do whatever is necessary... including getting a variance... so that [REDACTED] can stay and pass here. This is something that you do not need to worry about.” He writes: “I believed and trusted in those assurances... **orally and in writing**... during a difficult time.” (Emphases added). Does this writer have any written representations by Spring Village to this effect? If so, could you possibly pass them along to me?

-Jamie

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

Subject: RE: Spring Village - follow up

Jamie:

Attached is information concerning three Spring Village residents.

1. The Vermont Long-Term Care Ombudsman Project (VOP) received the documents/information in the course of working with the families of the three residents.
2. For "Resident # 1" and "Resident #2", the information attached (Resident Agreements, Assessments, and Resident Care Plans – but only for Resident #1) was collected because the VOP assisted family members with an appeal of an involuntary discharge from Spring Village (NOTE: Spring Village has recently changed its name to Maple Ridge). One appeal was won; another was lost (the appeal lost is being appealed further).
3. For Resident #3, the information collected by the VOP is informational/marketing materials, a Resident Agreement, and a 14-page "letter" written by a family member. The letter describes the family member's experience (and views) of Spring Village.
4. The attached copies are the best (in terms of readability) that we can provide you with – for one assessment we asked the facility for another/better copy; they were unable to provide a better copy.
5. If we come across any additional materials, we will be sure to pass them along to you.

Feel free to contact me, if you have any questions.

In the meantime, I will wait to hear back from you (after you've had the opportunity to review the information).

Thank you for taking a look.

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Spring Village - follow up

Sean,

As follow up to our call, it would be helpful if your clients could pass along examples of their (or their family member's):

-Resident agreements;

-Assessments (initial, annual and/or upon change of condition);

-Resident Care Plans;

-Any other informational / marketing materials provided to them by Spring Village.

As I mentioned, please redact personal identifying information from these documents before passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner

Assistant Attorney General

Office of the Vermont Attorney General

109 State Street

Montpelier VT 05609-1001

802-828-5947 (direct)

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

Jamie:

I will follow up with the writer and get back to you.

Sean

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: RE: Spring Village - follow up

Sean,

Resident #3's documents include a letter dated [REDACTED]. On page 7 of that letter, the author represents that Spring Village represented to him: "We will be able to handle [REDACTED] needs. We will do whatever is necessary... including getting a variance... so that [REDACTED] can stay and pass here. This is something that you do not need to worry about." He writes: "I believed and trusted in those assurances... **orally and in writing**... during a difficult time." (Emphases added). Does this writer have any written representations by Spring Village to this effect? If so, could you possibly pass them along to me?

-Jamie

From: Sean Londergan <SLondergan@vtlegalaid.org>

Sent: [REDACTED]

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

Subject: RE: Spring Village - follow up

Jamie:

Attached is information concerning three Spring Village residents.

1. The Vermont Long-Term Care Ombudsman Project (VOP) received the documents/information in the course of working with the families of the three residents.
2. For "Resident # 1" and "Resident #2", the information attached (Resident Agreements, Assessments, and Resident Care Plans – but only for Resident #1) was collected because the VOP assisted family members with an appeal of an involuntary discharge from Spring Village (NOTE: Spring Village has recently changed its name to Maple Ridge). One appeal was won; another was lost (the appeal lost is being appealed further).
3. For Resident #3, the information collected by the VOP is informational/marketing materials, a Resident Agreement, and a 14-page "letter" written by a family member. The letter describes the family member's experience (and views) of Spring Village.
4. The attached copies are the best (in terms of readability) that we can provide you with – for one assessment we asked the facility for another/better copy; they were unable to provide a better copy.
5. If we come across any additional materials, we will be sure to pass them along to you.

Feel free to contact me, if you have any questions.

In the meantime, I will wait to hear back from you (after you've had the opportunity to review the information).

Thank you for taking a look.

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Spring Village - follow up

Sean,

As follow up to our call, it would be helpful if your clients could pass along examples of their (or their family member's):

- Resident agreements;
- Assessments (initial, annual and/or upon change of condition);
- Resident Care Plans;
- Any other informational / marketing materials provided to them by Spring Village.

As I mentioned, please redact personal identifying information from these documents before passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner
Assistant Attorney General
Office of the Vermont Attorney General
109 State Street
Montpelier VT 05609-1001
802-828-5947 (direct)

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

Sean,

Resident #3's documents include a letter dated [REDACTED]. On page 7 of that letter, the author represents that Spring Village represented to him: "We will be able to handle [REDACTED] needs. We will do whatever is necessary... including getting a variance... so that [REDACTED] can stay and pass here. This is something that you do not need to worry about." He writes: "I believed and trusted in those assurances... **orally and in writing**... during a difficult time." (Emphases added). Does this writer have any written representations by Spring Village to this effect? If so, could you possibly pass them along to me?

-Jamie

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

Jamie:

Attached is information concerning three Spring Village residents.

1. The Vermont Long-Term Care Ombudsman Project (VOP) received the documents/information in the course of working with the families of the three residents.
2. For "Resident # 1" and "Resident #2", the information attached (Resident Agreements, Assessments, and Resident Care Plans – but only for Resident #1) was collected because the VOP assisted family members with an appeal of an involuntary discharge from Spring Village (NOTE: Spring Village has recently changed its name to Maple Ridge). One appeal was won; another was lost (the appeal lost is being appealed further).
3. For Resident #3, the information collected by the VOP is informational/marketing materials, a Resident Agreement, and a 14-page "letter" written by a family member. The letter describes the family member's experience (and views) of Spring Village.
4. The attached copies are the best (in terms of readability) that we can provide you with – for one assessment we asked the facility for another/better copy; they were unable to provide a better copy.
5. If we come across any additional materials, we will be sure to pass them along to you.

Feel free to contact me, if you have any questions.

In the meantime, I will wait to hear back from you (after you've had the opportunity to review the information).

Thank you for taking a look.

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Spring Village - follow up

Sean,

As follow up to our call, it would be helpful if your clients could pass along examples of their (or their family member's):

-Resident agreements;

-Assessments (initial, annual and/or upon change of condition);

-Resident Care Plans;

-Any other informational / marketing materials provided to them by Spring Village.

As I mentioned, please redact personal identifying information from these documents before passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner

Assistant Attorney General

Office of the Vermont Attorney General

109 State Street

Montpelier VT 05609-1001

802-828-5947 (direct)

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

No – thanks for asking, though!

From: [REDACTED]
Sent: [REDACTED]
To: Renner, Jamie <Jamie.Renner@vermont.gov>
Subject: RE: Spring Village - follow up
Do you want them double sided?

From: Renner, Jamie
Sent: [REDACTED]
To: [REDACTED]
Subject: FW: Spring Village - follow up
[REDACTED]

Could you please print, 3-hole punch, and put a binder clip on each of the attached 3 documents?
Thank you!
-Jamie

From: Sean Londergan <SLondergan@vtlegalaid.org>
Sent: Thursday, June 14, 2018 7:06 PM
To: Renner, Jamie <Jamie.Renner@vermont.gov>
Subject: RE: Spring Village - follow up

Jamie:

Attached is information concerning three Spring Village residents.

1. The Vermont Long-Term Care Ombudsman Project (VOP) received the documents/information in the course of working with the families of the three residents.
2. For “Resident # 1” and “Resident #2”, the information attached (Resident Agreements, Assessments, and Resident Care Plans – but only for Resident #1) was collected because the VOP assisted family members with an appeal of an involuntary discharge from Spring Village (NOTE: Spring Village has recently changed its name to Maple Ridge). One appeal was won; another was lost (the appeal lost is being appealed further).
3. For Resident #3, the information collected by the VOP is informational/marketing materials, a Resident Agreement, and a 14-page “letter” written by a family member. The letter describes the family member’s experience (and views) of Spring Village.
4. The attached copies are the best (in terms of readability) that we can provide you with – for one assessment we asked the facility for another/better copy; they were unable to provide a better copy.
5. If we come across any additional materials, we will be sure to pass them along to you.

Feel free to contact me, if you have any questions.

In the meantime, I will wait to hear back from you (after you’ve had the opportunity to review the information).

Thank you for taking a look.

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Spring Village - follow up

Sean,

As follow up to our call, it would be helpful if your clients could pass along examples of their (or their family member's):

- Resident agreements;
- Assessments (initial, annual and/or upon change of condition);
- Resident Care Plans;
- Any other informational / marketing materials provided to them by Spring Village.

As I mentioned, please redact personal identifying information from these documents before passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner
Assistant Attorney General
Office of the Vermont Attorney General
109 State Street
Montpelier VT 05609-1001
802-828-5947 (direct)

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

Sean,

Thank you for sending these items along. I'll circle back after I've had a chance to digest them (or with follow up questions, in the meantime).

-Jamie

From: Sean Londergan <SLondergan@vtlegalaid.org>

Sent: [REDACTED]

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

Subject: RE: Spring Village - follow up

Jamie:

Attached is information concerning three Spring Village residents.

1. The Vermont Long-Term Care Ombudsman Project (VOP) received the documents/information in the course of working with the families of the three residents.
2. For "Resident # 1" and "Resident #2", the information attached (Resident Agreements, Assessments, and Resident Care Plans – but only for Resident #1) was collected because the VOP assisted family members with an appeal of an involuntary discharge from Spring Village (NOTE: Spring Village has recently changed its name to Maple Ridge). One appeal was won; another was lost (the appeal lost is being appealed further).
3. For Resident #3, the information collected by the VOP is informational/marketing materials, a Resident Agreement, and a 14-page "letter" written by a family member. The letter describes the family member's experience (and views) of Spring Village.
4. The attached copies are the best (in terms of readability) that we can provide you with – for one assessment we asked the facility for another/better copy; they were unable to provide a better copy.
5. If we come across any additional materials, we will be sure to pass them along to you.

Feel free to contact me, if you have any questions.

In the meantime, I will wait to hear back from you (after you've had the opportunity to review the information).

Thank you for taking a look.

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

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Spring Village - follow up

Sean,

As follow up to our call, it would be helpful if your clients could pass along examples of their (or their family member's):

-Resident agreements;

-Assessments (initial, annual and/or upon change of condition);

-Resident Care Plans;

-Any other informational / marketing materials provided to them by Spring Village.

As I mentioned, please redact personal identifying information from these documents before passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner

Assistant Attorney General

Office of the Vermont Attorney General

109 State Street

Montpelier VT 05609-1001

802-828-5947 (direct)

From: [Sean Londergan](#)
To: [Renner, Jamie](#)
Subject: RE: Spring Village - follow up
Date: [REDACTED]
Attachments: [SV Resident #1.pdf](#)
[SV Resident # 2.pdf](#)
[SV Resident #3.pdf](#)

Jamie:

Attached is information concerning three Spring Village residents.

1. The Vermont Long-Term Care Ombudsman Project (VOP) received the documents/information in the course of working with the families of the three residents.
2. For "Resident # 1" and "Resident #2", the information attached (Resident Agreements, Assessments, and Resident Care Plans – but only for Resident #1) was collected because the VOP assisted family members with an appeal of an involuntary discharge from Spring Village (NOTE: Spring Village has recently changed its name to Maple Ridge). One appeal was won; another was lost (the appeal lost is being appealed further).
3. For Resident #3, the information collected by the VOP is informational/marketing materials, a Resident Agreement, and a 14-page "letter" written by a family member. The letter describes the family member's experience (and views) of Spring Village.
4. The attached copies are the best (in terms of readability) that we can provide you with – for one assessment we asked the facility for another/better copy; they were unable to provide a better copy.
5. If we come across any additional materials, we will be sure to pass them along to you.

Feel free to contact me, if you have any questions.

In the meantime, I will wait to hear back from you (after you've had the opportunity to review the information).

Thank you for taking a look.

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 [mailto:Jamie.Renner@vermont.gov]

Sent: [REDACTED]

To: Sean Londergan <SLondergan@vtlegalaid.org>

Subject: Spring Village - follow up

Sean,

As follow up to our call, it would be helpful if your clients could pass along examples of their (or their family member's):

- Resident agreements;
- Assessments (initial, annual and/or upon change of condition);

-Resident Care Plans;

-Any other informational / marketing materials provided to them by Spring Village.

As I mentioned, please redact personal identifying information from these documents before passing them along.

Thanks again, and talk to you soon.

-Jamie

Jamie Renner

Assistant Attorney General

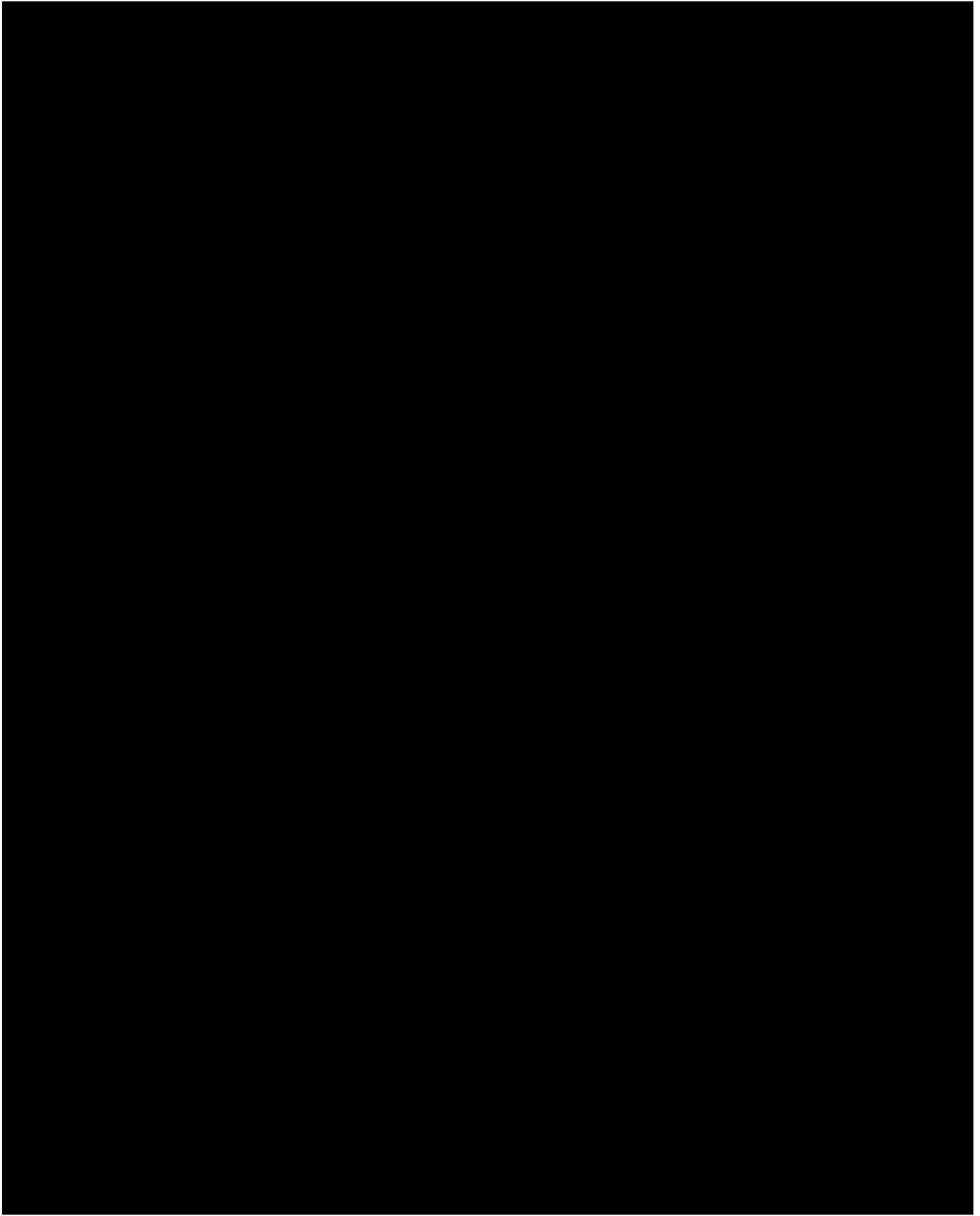
Office of the Vermont Attorney General

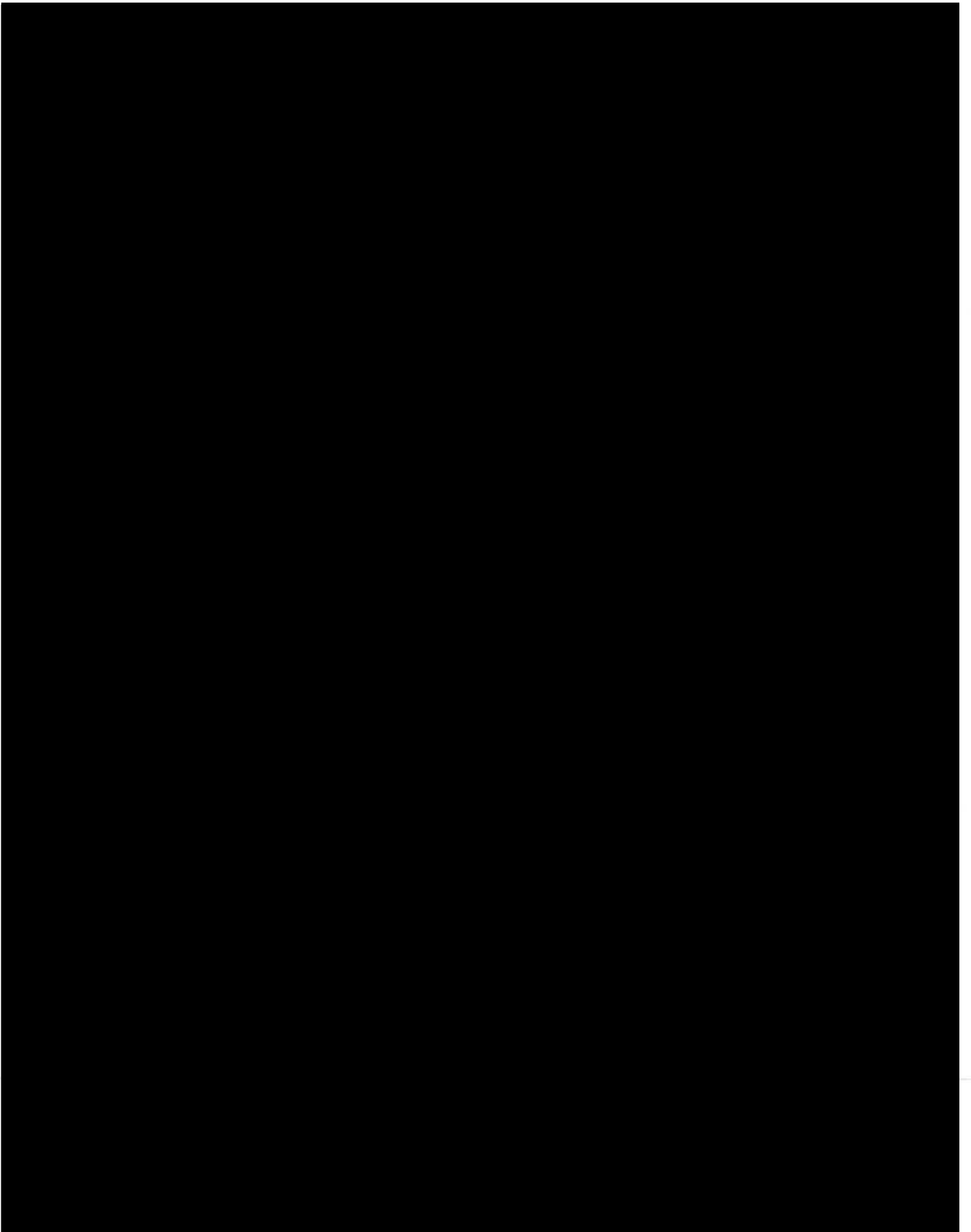
109 State Street

Montpelier VT 05609-1001

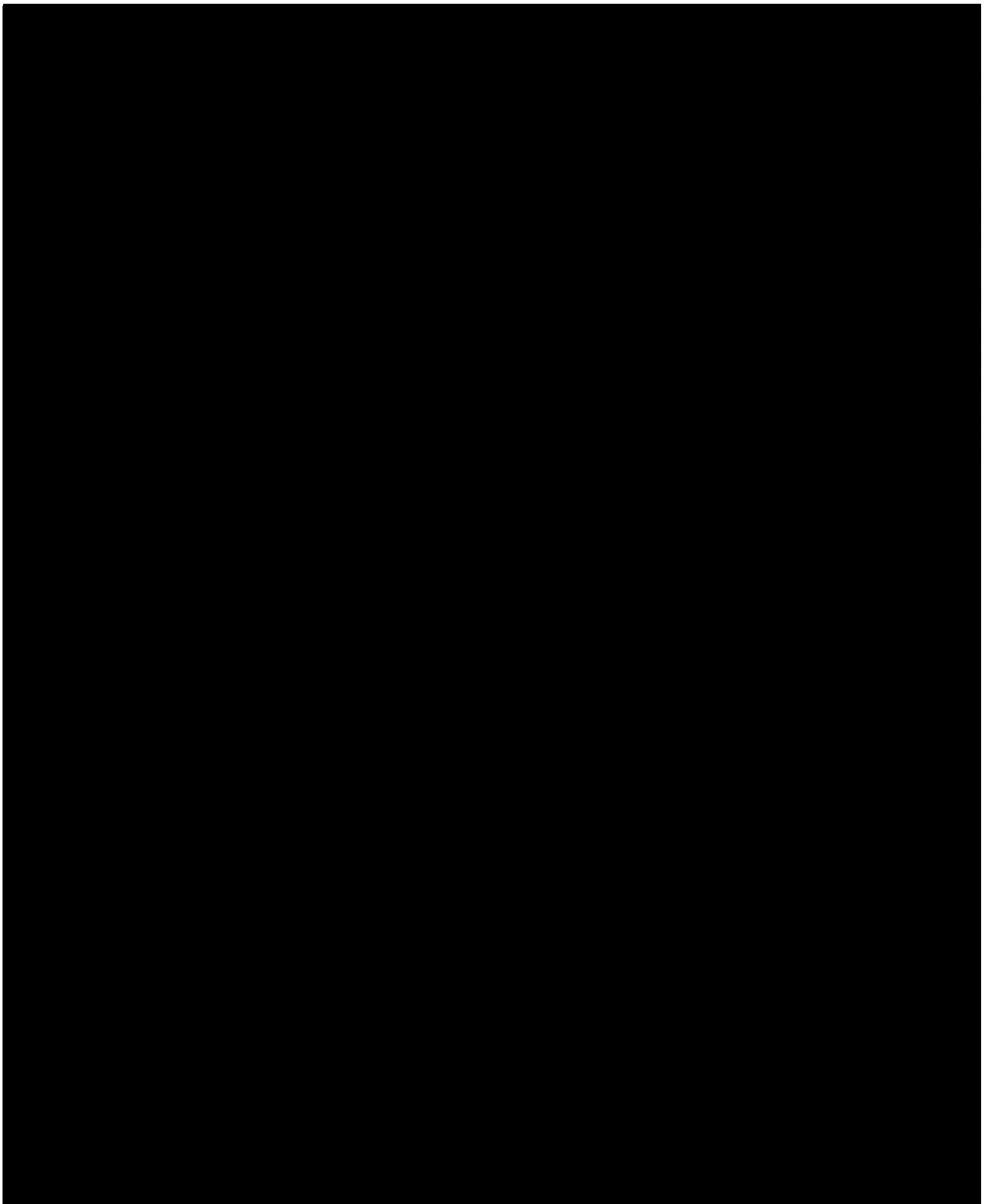
802-828-5947 (direct)

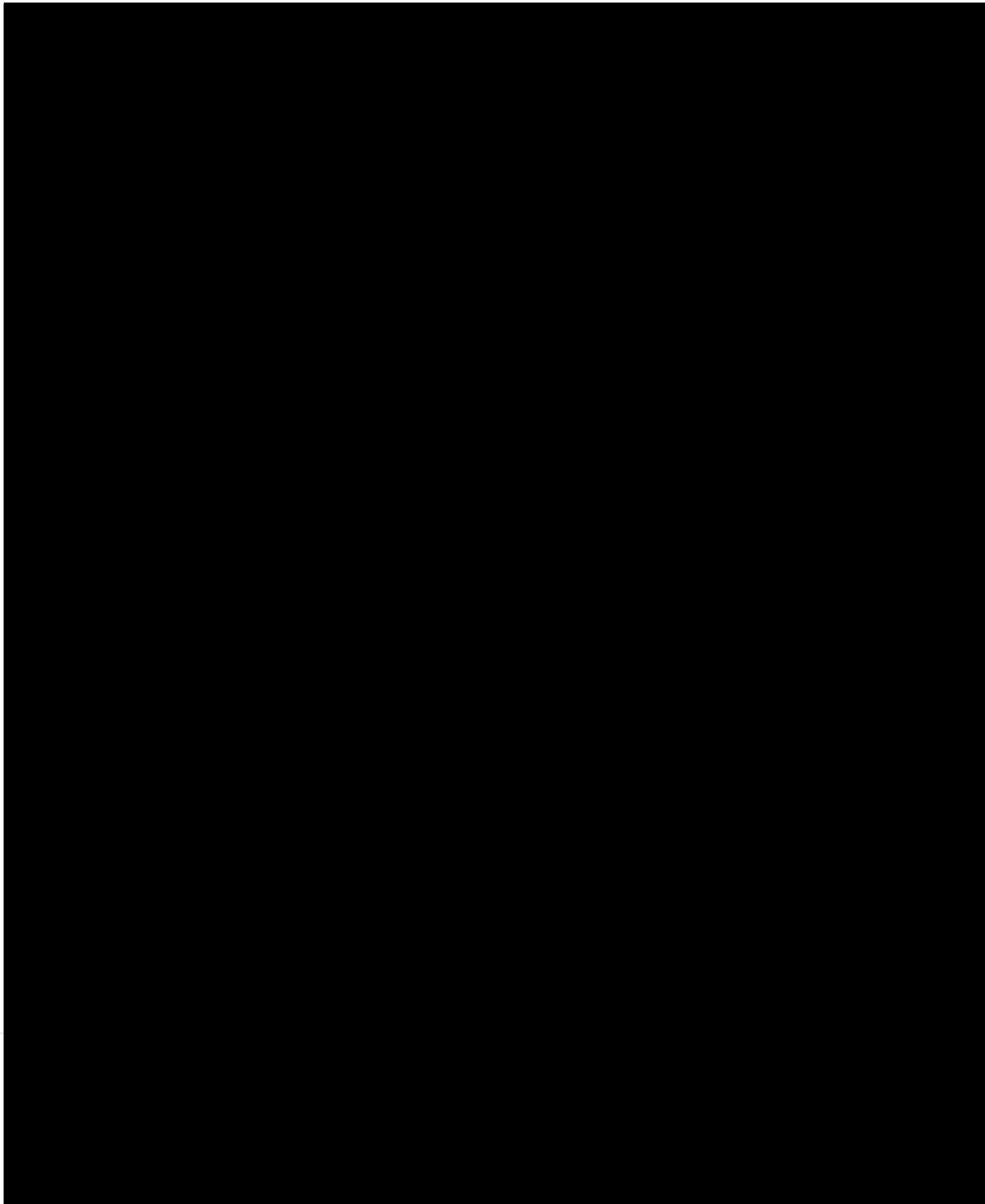
Resident Assessment

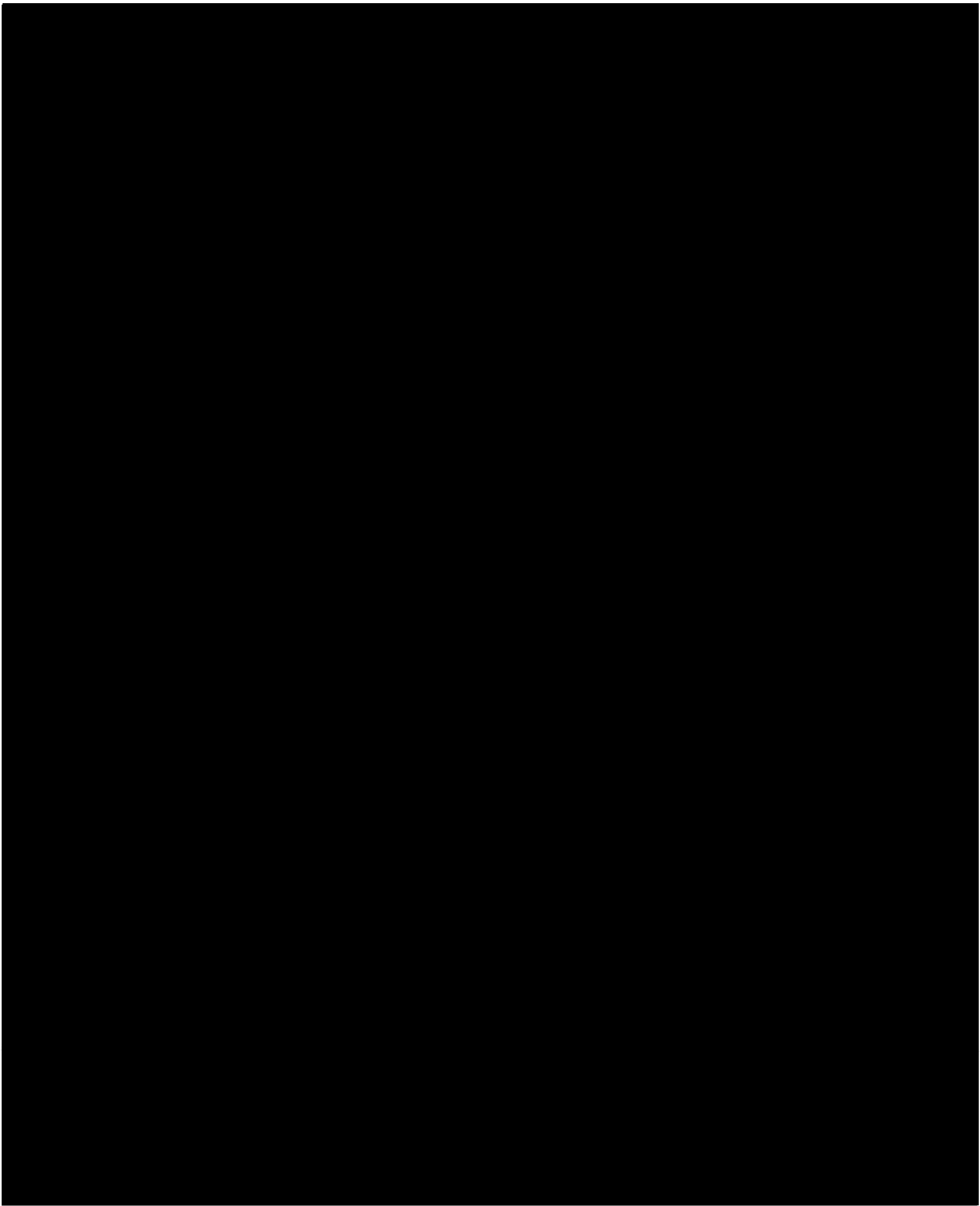


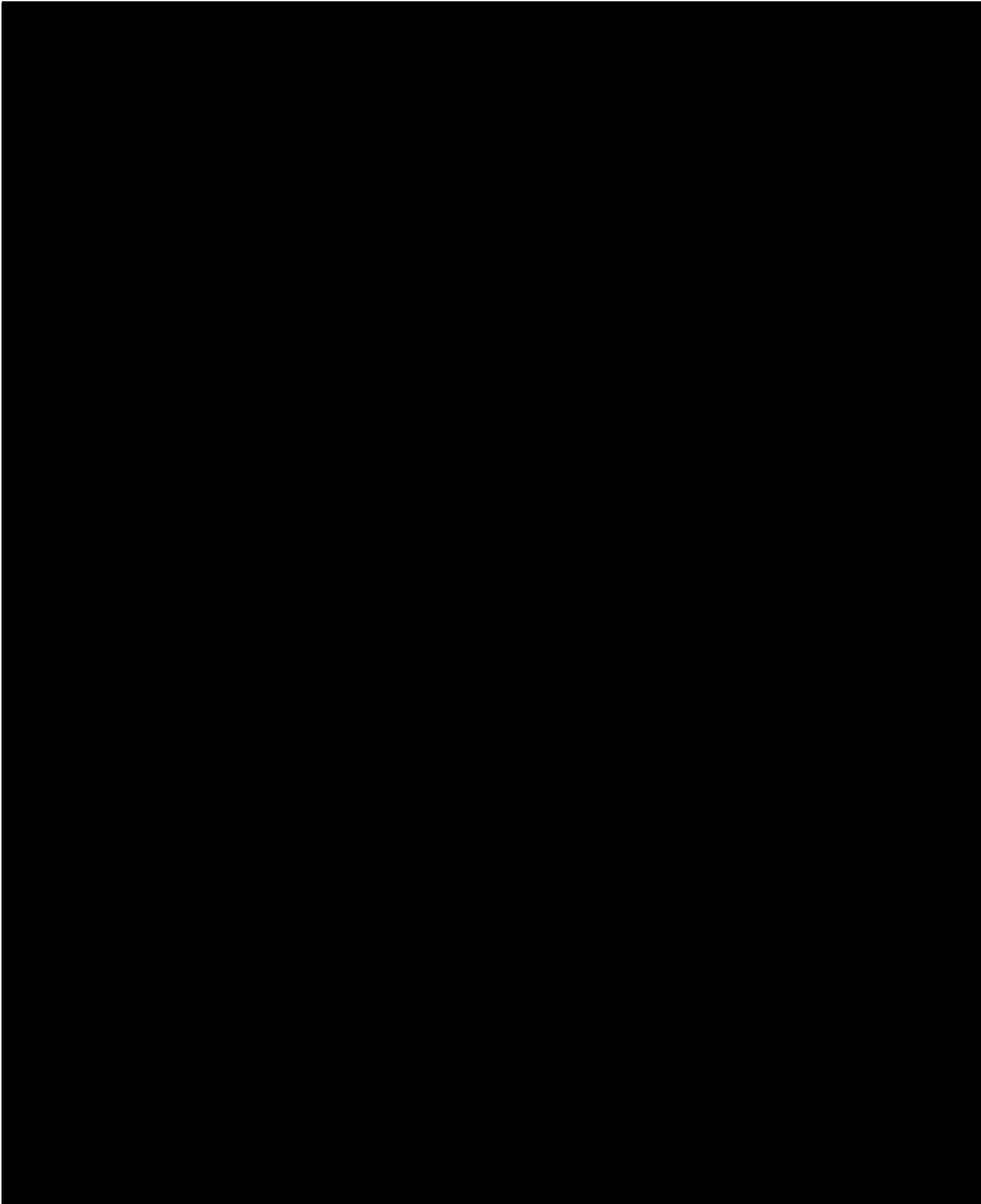


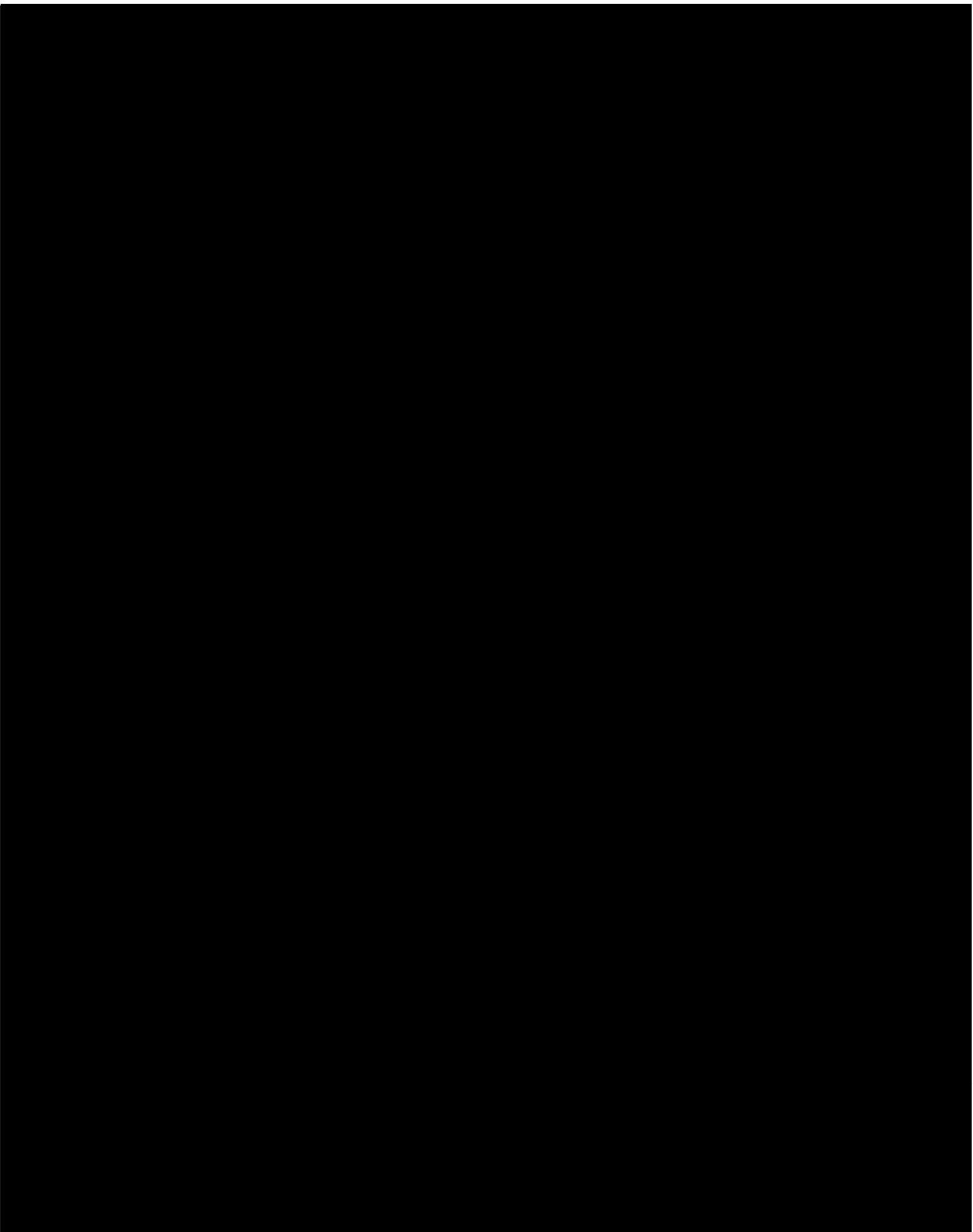
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



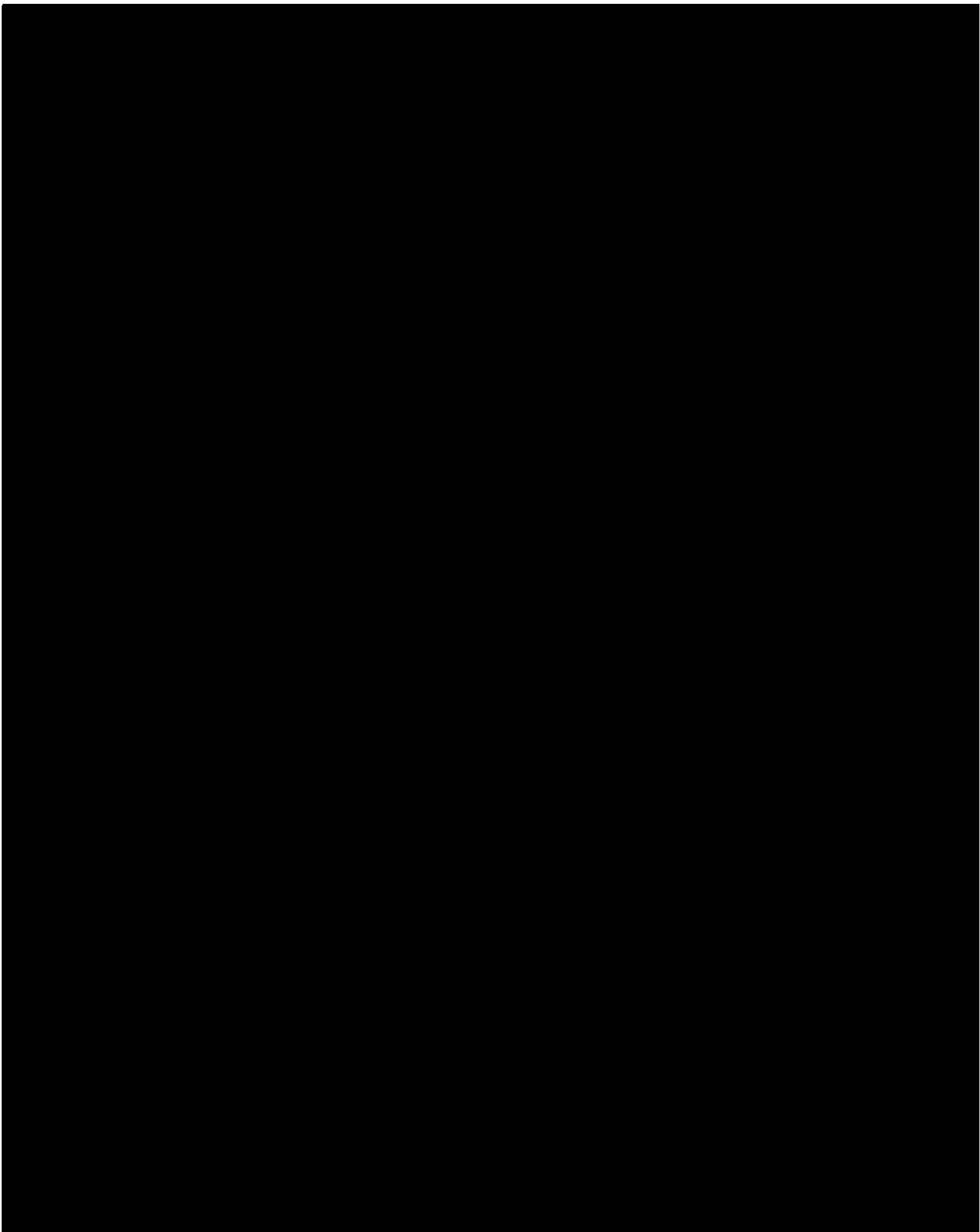


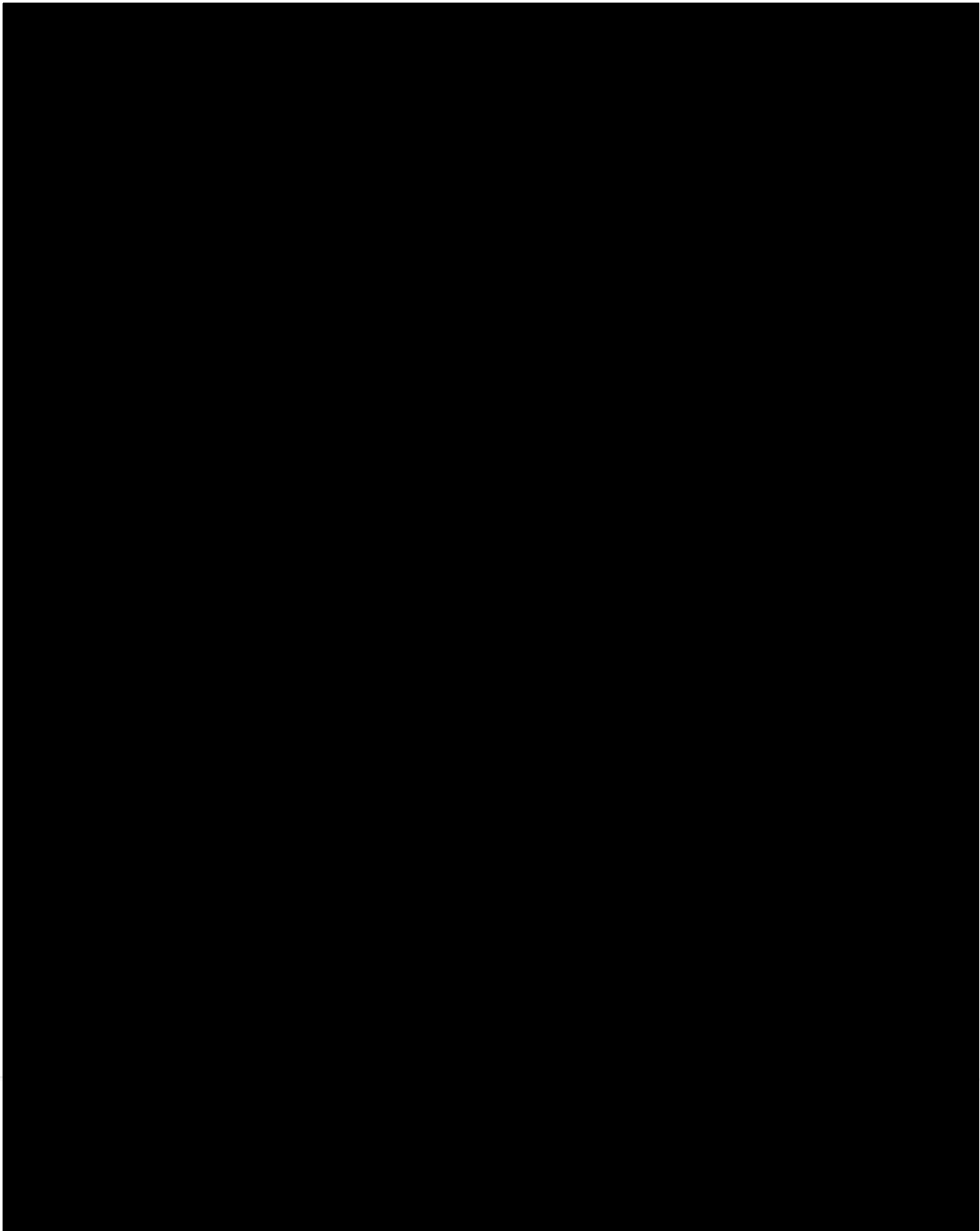


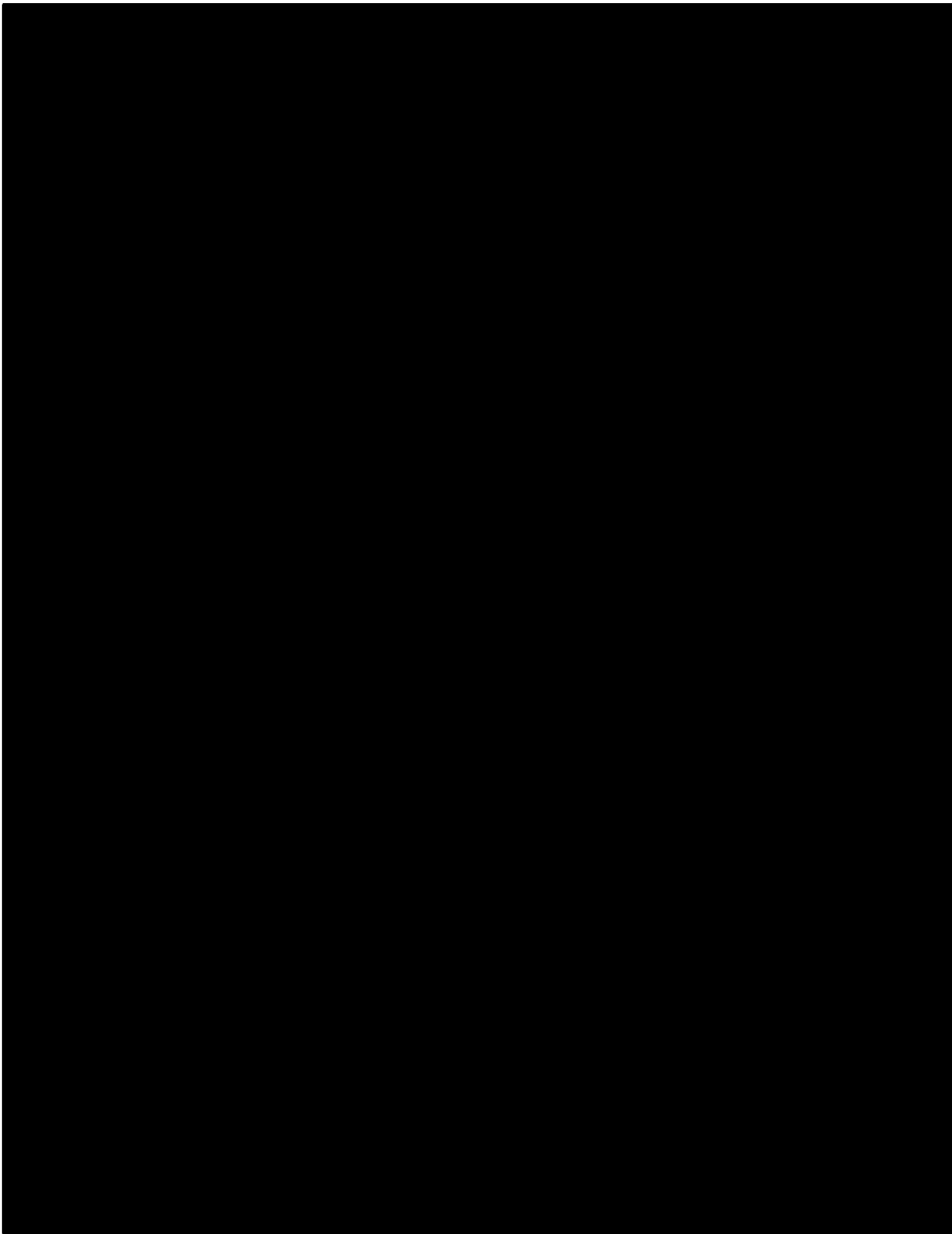


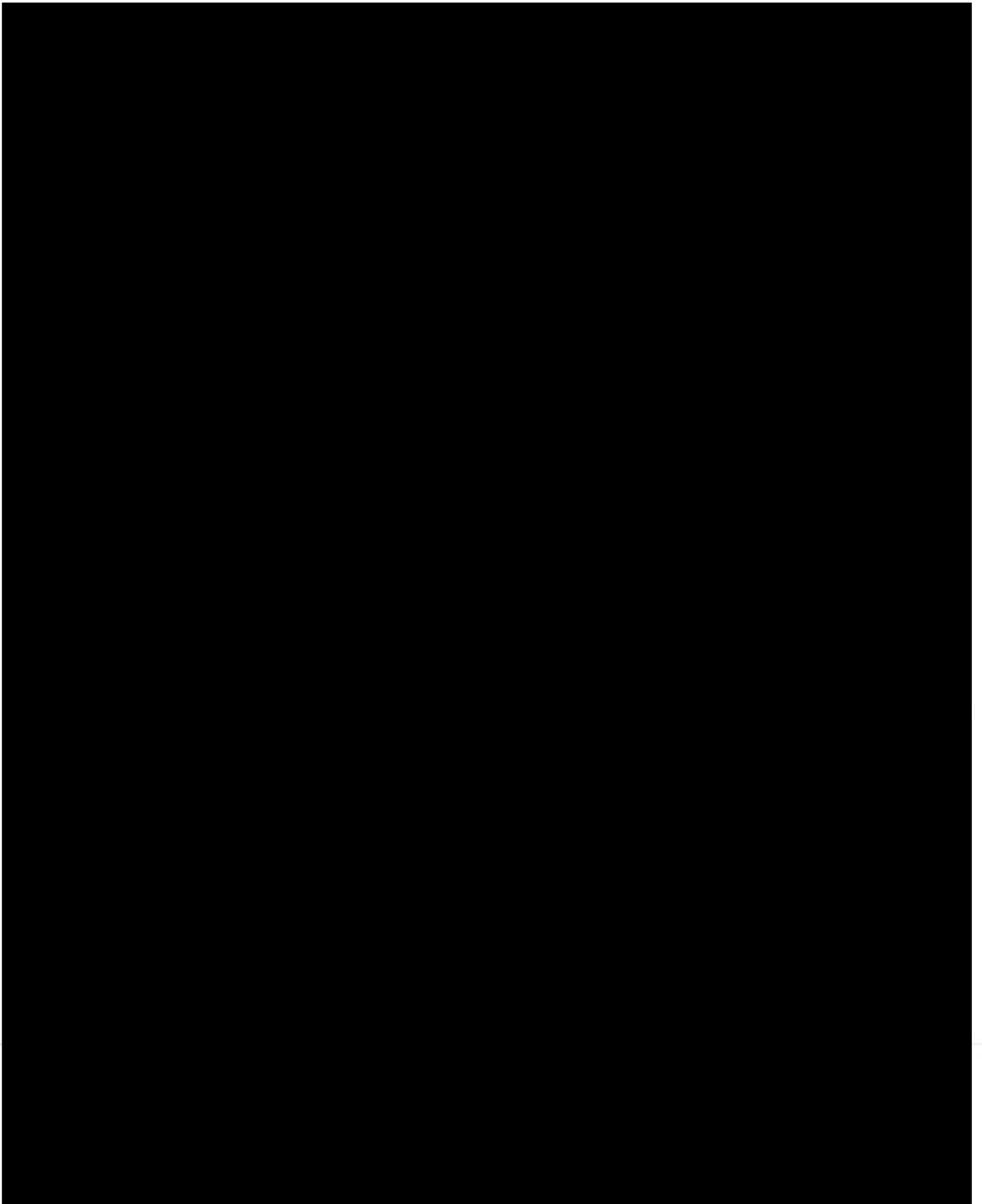


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100











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
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:

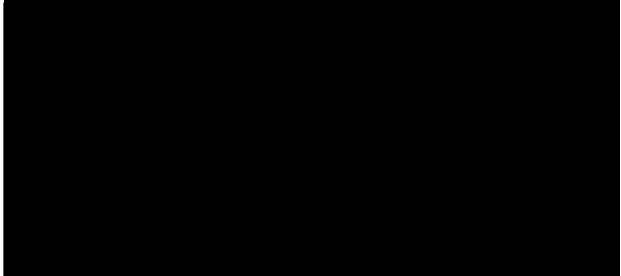
1. The Community's policies and procedures for implementing **Resident Rights** (attached as Exhibit 4).
2. The **Resident Grievance Procedure** (attached as Exhibit 3).
3. The Community's policy concerning **Advance Directives**, set forth in Article V, paragraph U of this Residency Agreement.
4. Article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

RESPONSIBLE PARTY

Signature



Print Name

SECOND RESIDENT (if applicable)

RESPONSIBLE PARTY

Signature

Signature

Print Name

Print Name

A handwritten signature in cursive script, appearing to read "Luis Gonzalez".
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. Anti-Discrimination 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 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.

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



Effective Date: 3/23/17

Community:

[Handwritten Signature]
Signature

[Handwritten Title]
Title

3/23/17
Date

Resident:

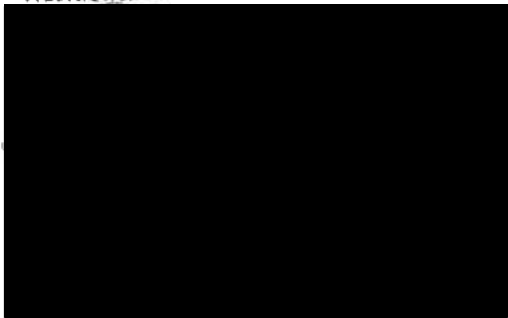


EXHIBIT 1-A

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

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
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:

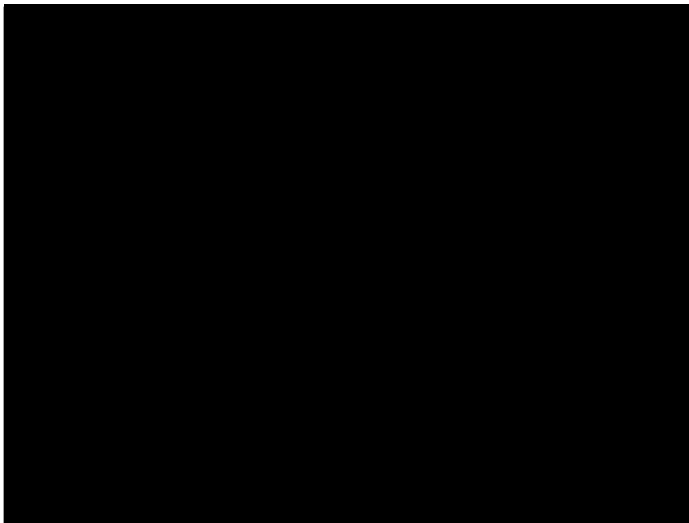


EXHIBIT 5

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.

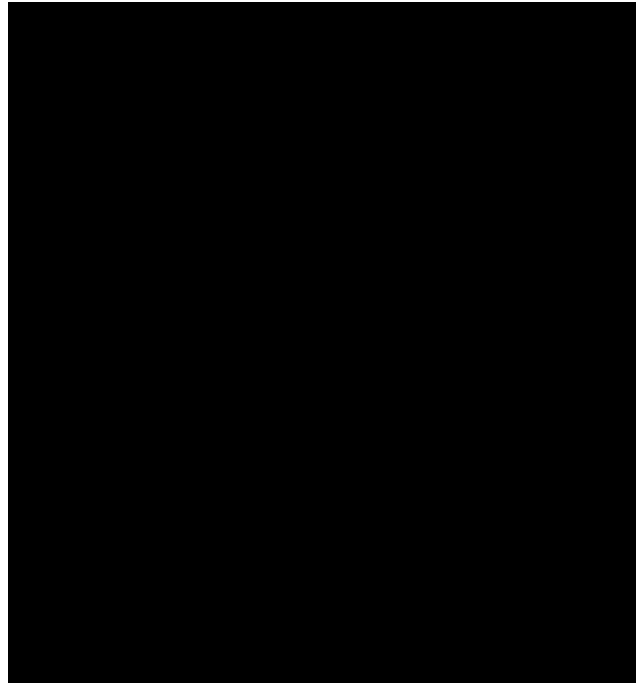
D. The Recitals hereto are incorporated in this Addendum as if set forth herein.

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:





VERMONT

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] 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 2nd 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.

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] 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 diagnosis of [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) [REDACTED]

DAIL should not allow Maple Ridge to involuntarily discharge [REDACTED]

First, there is insufficient support for the facility's claim that [REDACTED]. In fact, when asked by family members, multiple caregivers said that Mr. Cochrane 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 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]'s 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 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]
Katy Lemery's letter in response to [REDACTED] letter
Notes from Alder Brook Family Health

To Whom it May Concern,

In [REDACTED] following [REDACTED] death, 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 [REDACTED] 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] [REDACTED] his 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 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 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] 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.

My father's PCP, [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 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]

June 4, 2018

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

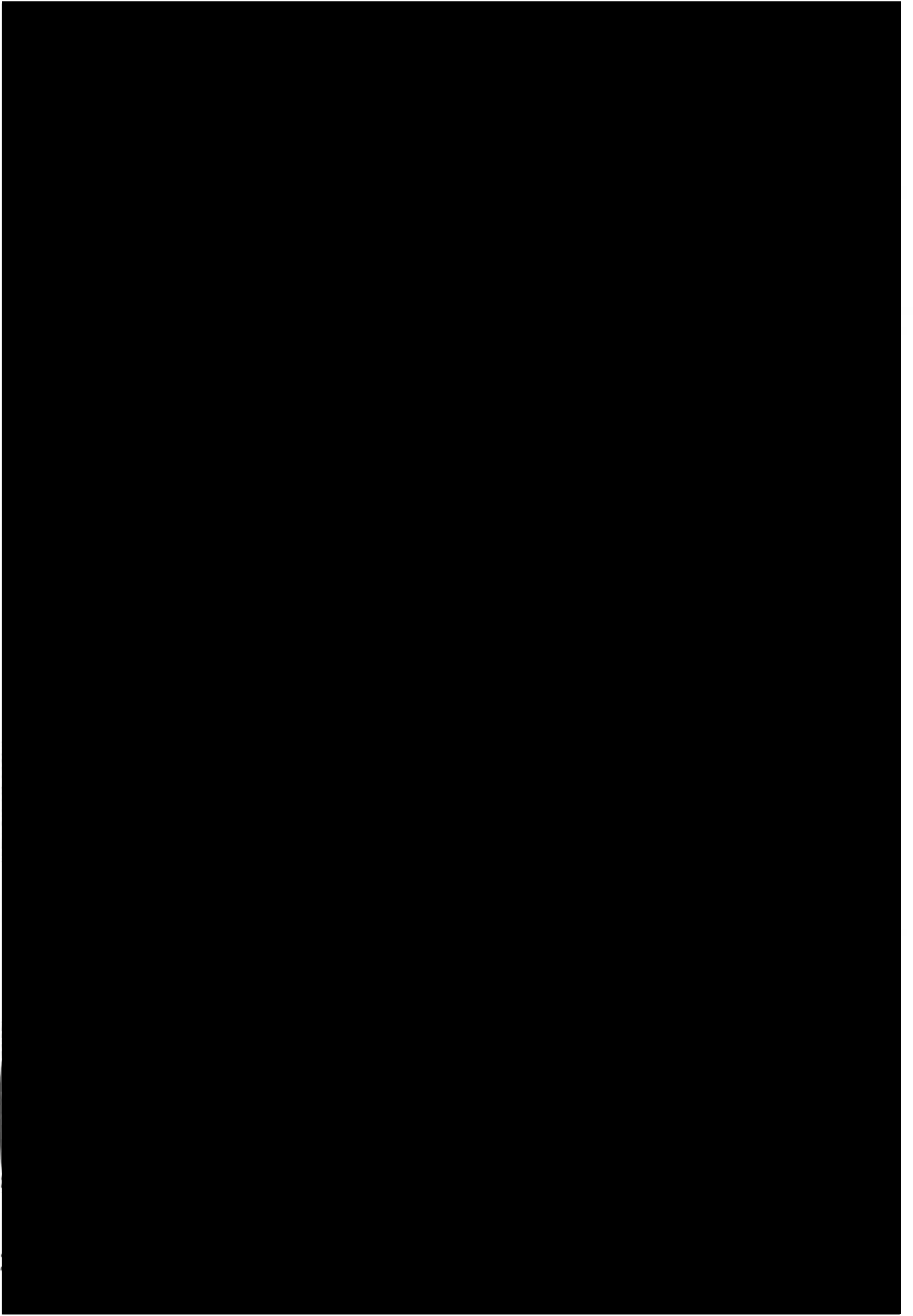
Again, we welcome all changes you wish to pursue in the meantime regarding [REDACTED]'s plan of care and medication management, but his 30-day notice still has gone into effect as of [REDACTED]. If a radical change in his care needs has occurred by June 24th, we would reconsider that notice, but the 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

Resident Care Plan



Resident Care Plan

1

