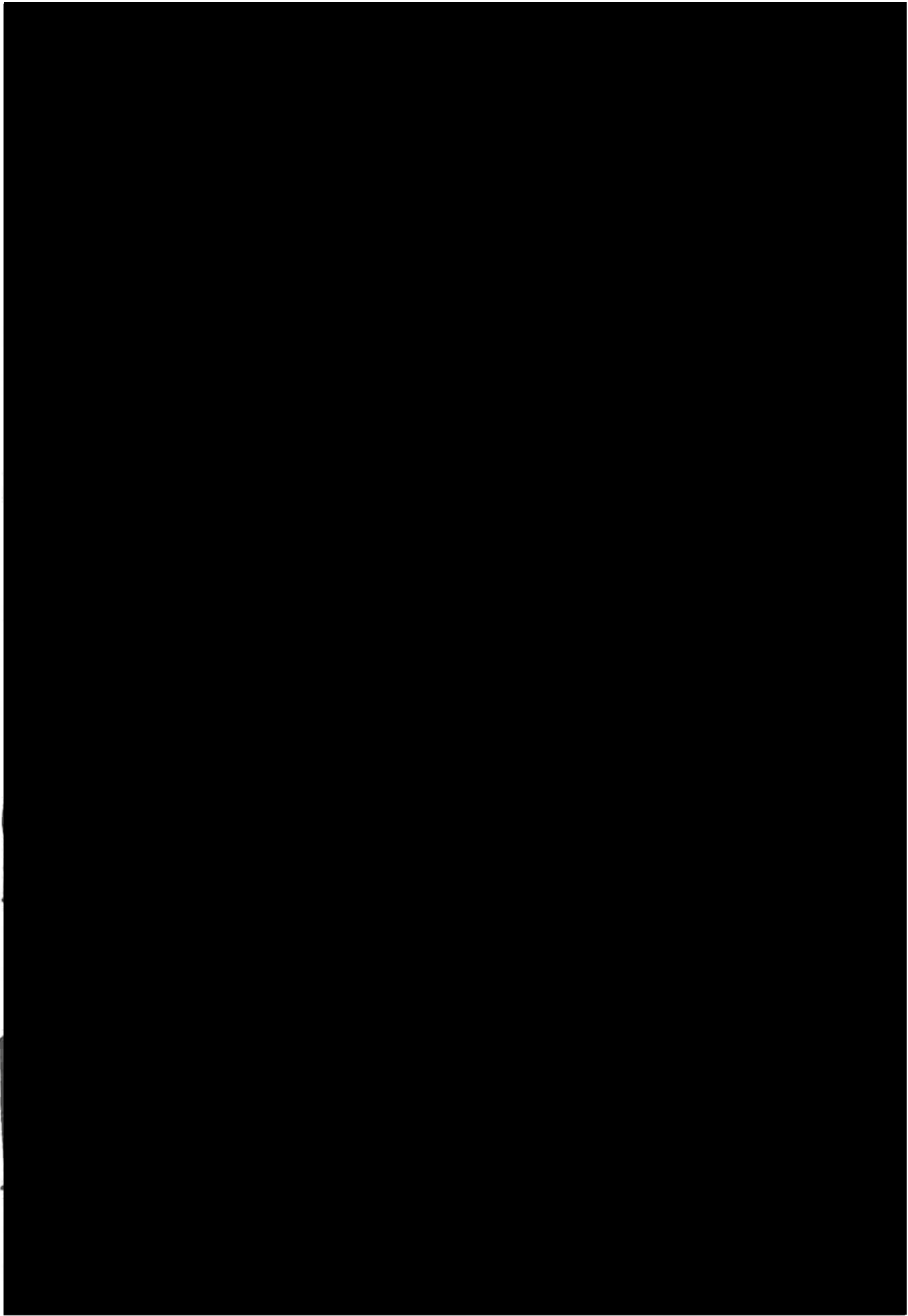
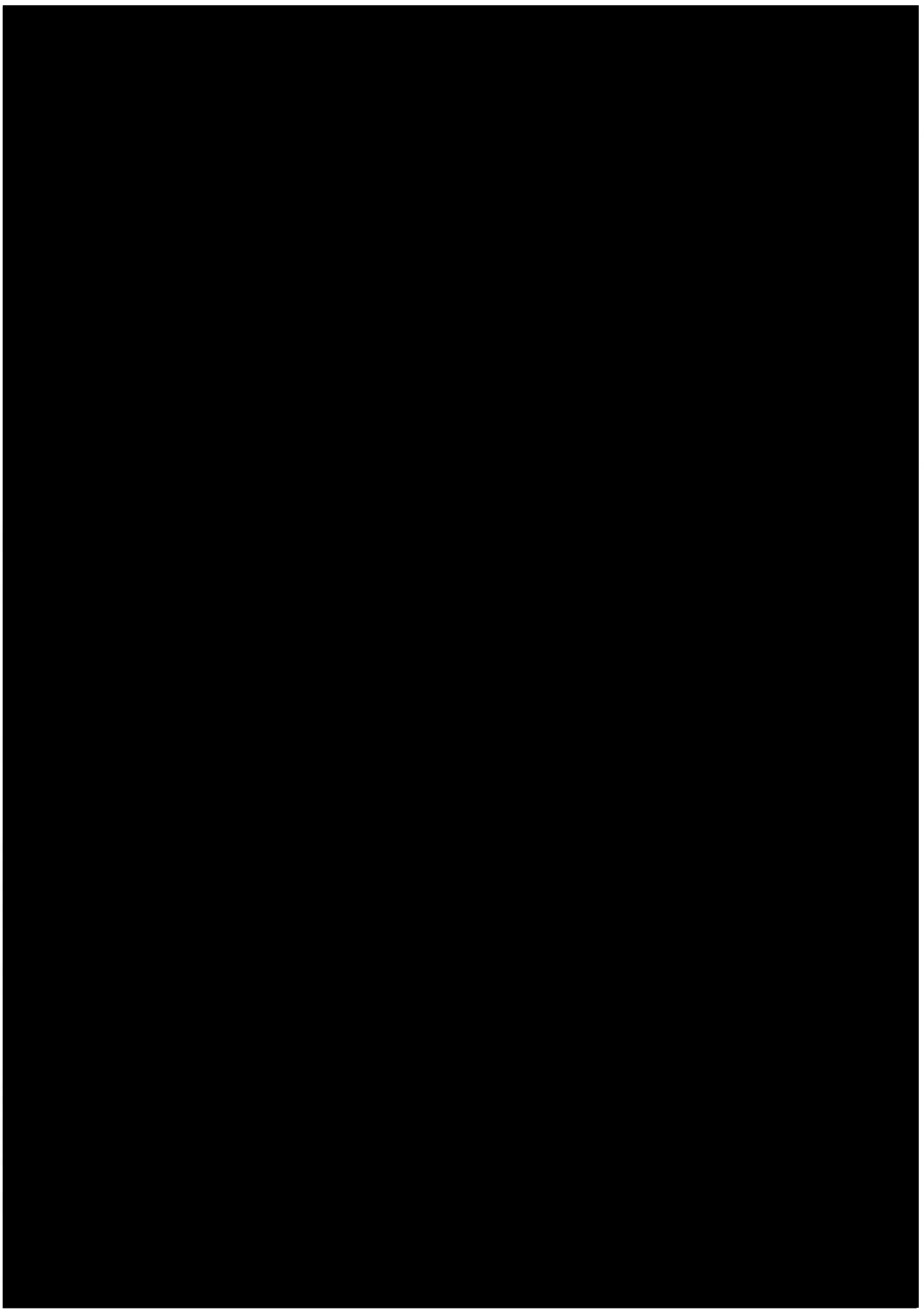


Resident Care Plan

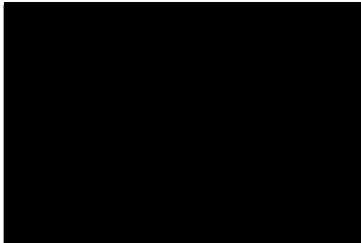


Resident Care Plan





A WOODBINE SENIOR
LIVING COMMUNITY



I am writing regarding [REDACTED] care level. As you know, we set our pricing according to the level of care required by a Resident. If the Resident's care needs increase, we sometimes need to increase our pricing in order to account for the additional staff time and resources required to meet those needs.

At this time, we will be increasing [REDACTED] level of care to a Level III plus the incontinence program which will be \$1650 a month in addition to the base rent of \$6500, due to the additional care she requires. This will go into effect on [REDACTED] If you have any questions please feel free to call. And thank you, as always, for allowing us to care for [REDACTED]

Thank you,

A handwritten signature in cursive script that reads "A. Pelletier".

Angela Pelletier
Acting Executive Director/Operations Manager
Woodbine Senior Living





A Woodbine Senior Living Community

Incontinence Program

\$450.00/Per Month

The Incontinence Program at Spring Village at Essex is billed out on our monthly invoices. Upon admission, the Resident is assessed by either the Director of Nursing or our Memory Care Director to determine if they should be on our Incontinence Program.

Often when a Resident comes here there is no need for them to be on the program, but sometime later due to changes, it becomes necessary to put them on our Incontinence program. If that happens, a call to the Resident's family will occur and they will be advised of this change.

This all-inclusive program includes the following products:

- Quality incontinence brief or pull up products that are properly sized to fit the Resident for their comfort
- Peri Cleaner
- Aloe Wipes

Name of Resident

Room

Resident's POA Signature

Date

Effective Date: _____

Executive Director's Signature

Date



VERMONT

AGENCY OF HUMAN SERVICES

DEPARTMENT OF DISABILITIES, AGING AND INDEPENDENT LIVING

Division of Licensing and Protection

11C 2 South, 280 State Drive

Waterbury VT 05671-2060

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

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

Survey and Certification Fax (802) 241-0343

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

To Report Adult Abuse: (800) 564-1612



Katy Lemery, Manager
Spring Village At Essex
6 Freeman Woods
Essex Junction, VT 05452

Dear Ms. Lemery:

I am writing in response to your recent request for an LOC variance to retain [REDACTED] at your facility even though the care needs of this resident exceed those for which you are licensed to provide. You have stated that you are able to meet the needs of this resident in the setting. The family, resident and physician concur with this placement. Based upon this and other information submitted, the request is granted, effective [REDACTED]

This variance may be reviewed and terminated by the Division of Licensing and Protection ("Division") at any time. Further, it is necessary to notify the Division if the resident's condition changes or if the resident is discharged.

I would note that although the Division reviews the staffing levels submitted, the approval of this variance does not mean that the Division has deemed your staffing adequate to meet the assessed needs of all residents at this facility. The facility is still responsible for compliance with RCH requirement 5.11.a in regards to staffing.

If you have any questions, please feel free to contact me at (802) 241-0480.

Sincerely,

Suzanne Leavitt, RN, MS
State Survey Agency Director
Assistant Director, Division of Licensing & Protection



Division of Licensing & Protection

Nursing Home Level of Care Determinations


Facility Name: Spring Village at Essex

Applicant Name: 

ERC LOC

Send to CFC YES NO

Admit Retain Denial


Effective Date: 

Meets NH LOC Eligibility: 

Does not Meet NH LOC Eligibility:

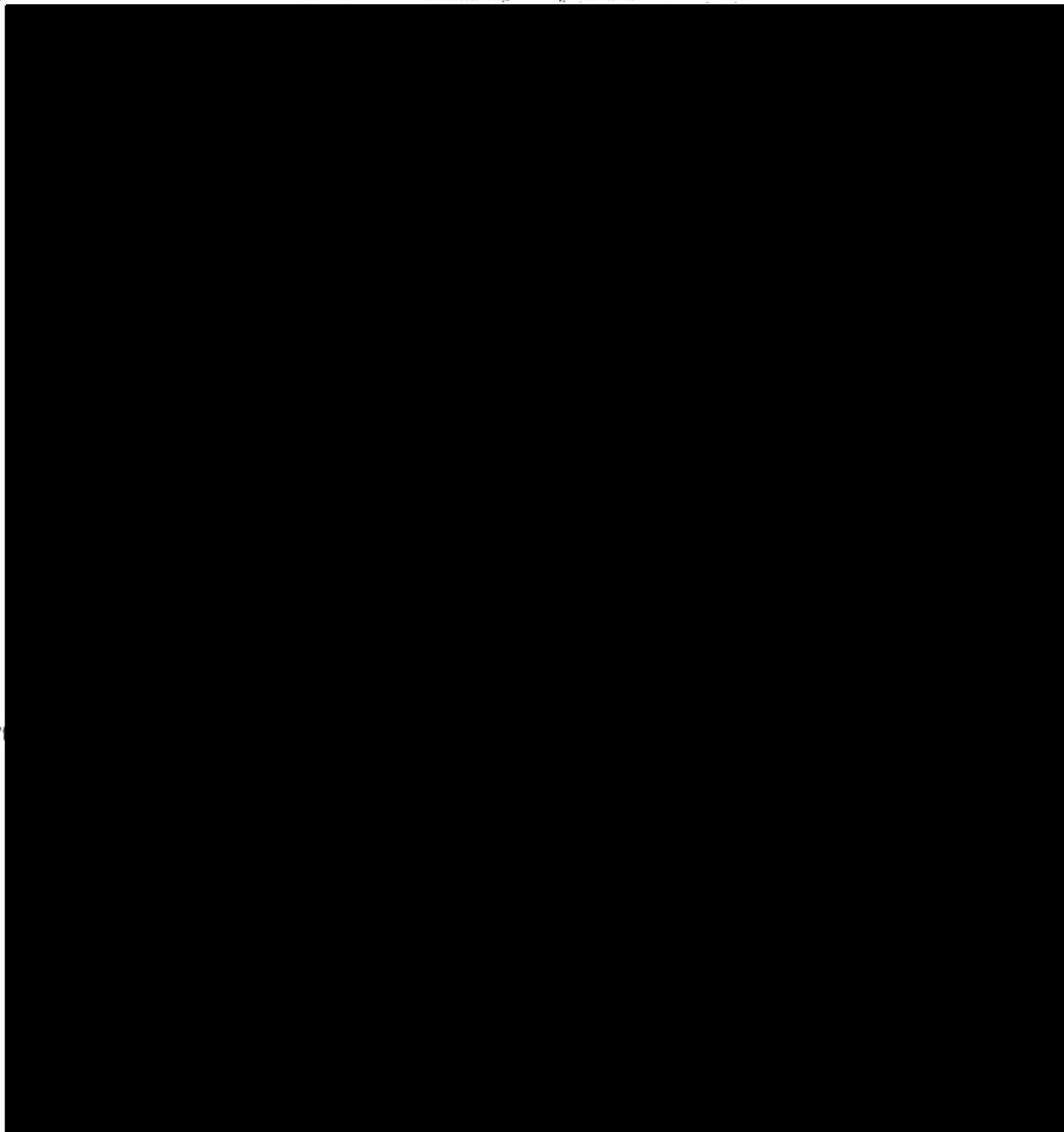
1. The Facility is currently out of compliance with the Residential Care Home Regulations at a level or pattern which precludes this Division from offering a variance.
2. Resident assessment indicates that the resident does not meet nursing home level of care. Resident is appropriate for residential home level of care
3. _____

Comments: _____

Signature: Pamela M. [Redacted] Date: 

002/003

LEVEL OF CARE (LOC) VARIANCE REQUEST



0000/000

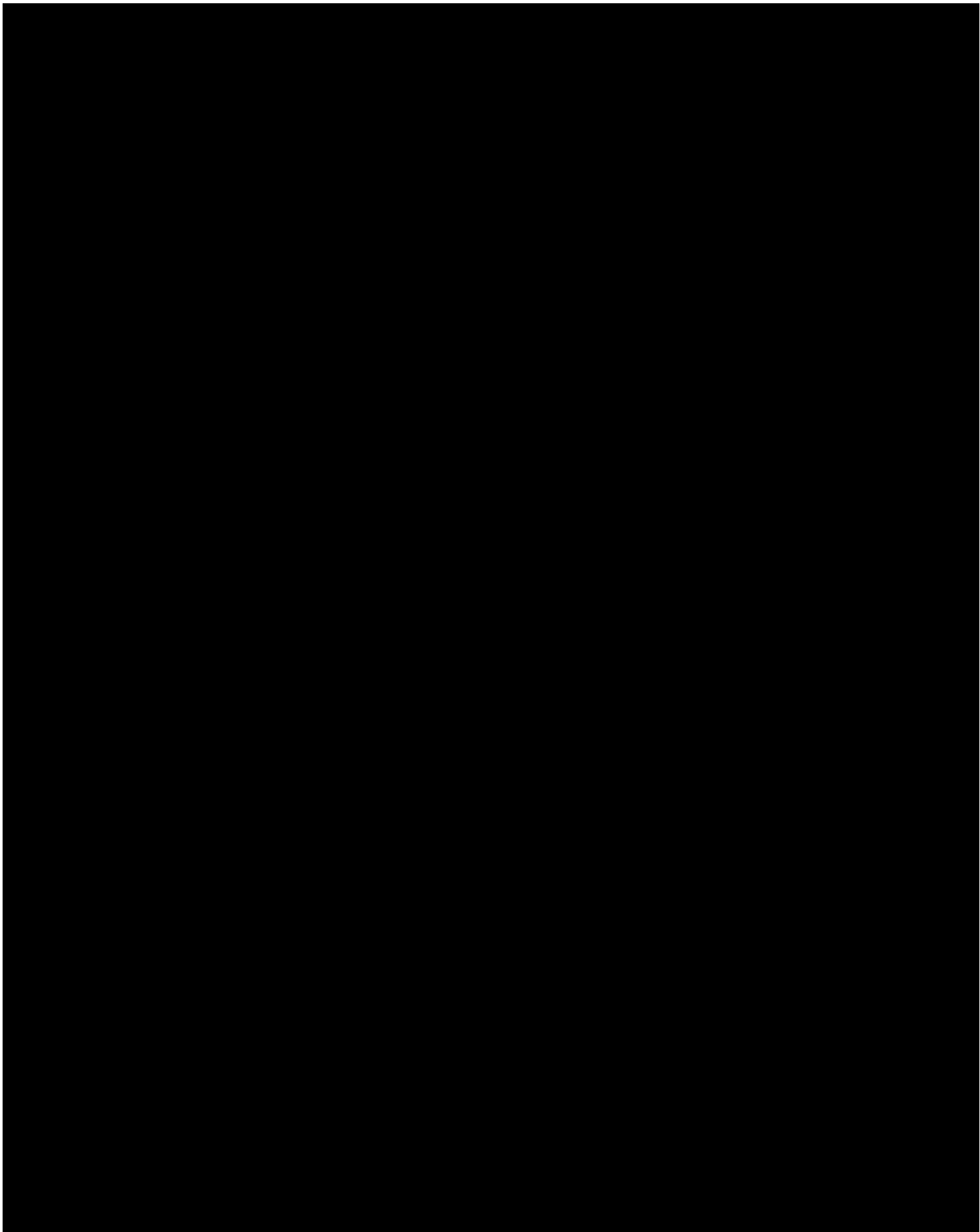
Spring Village at Essex

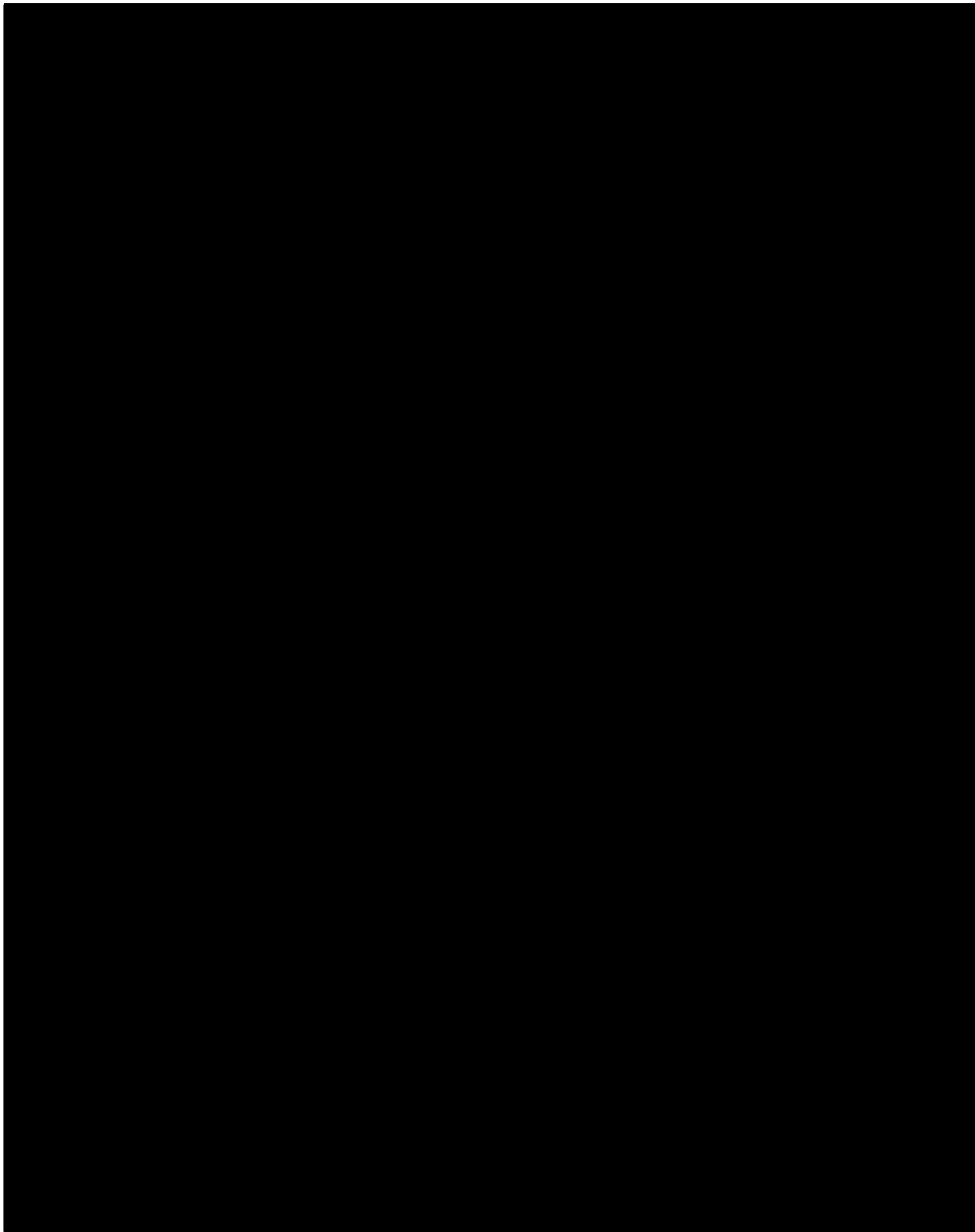
Level of Care (LOC) Variance request

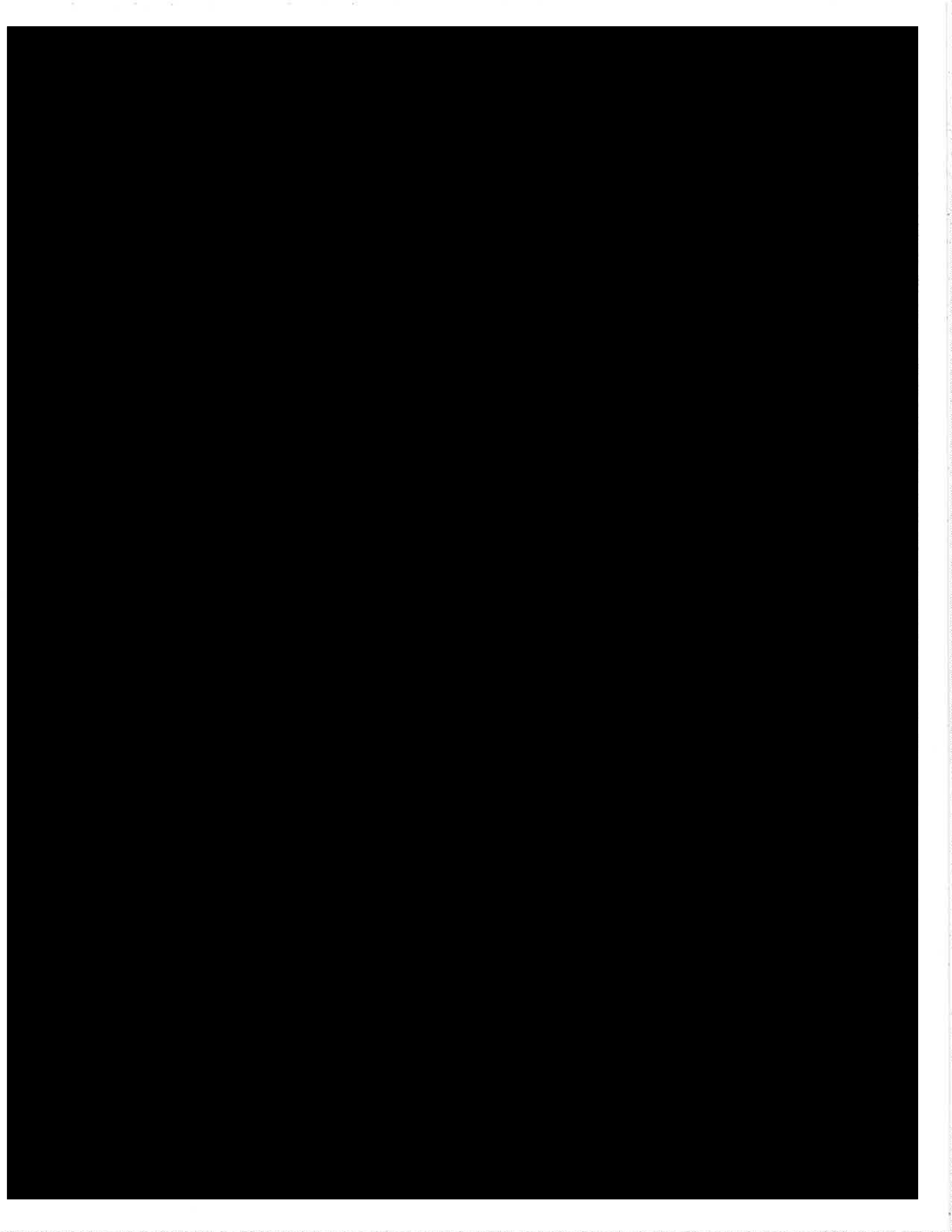
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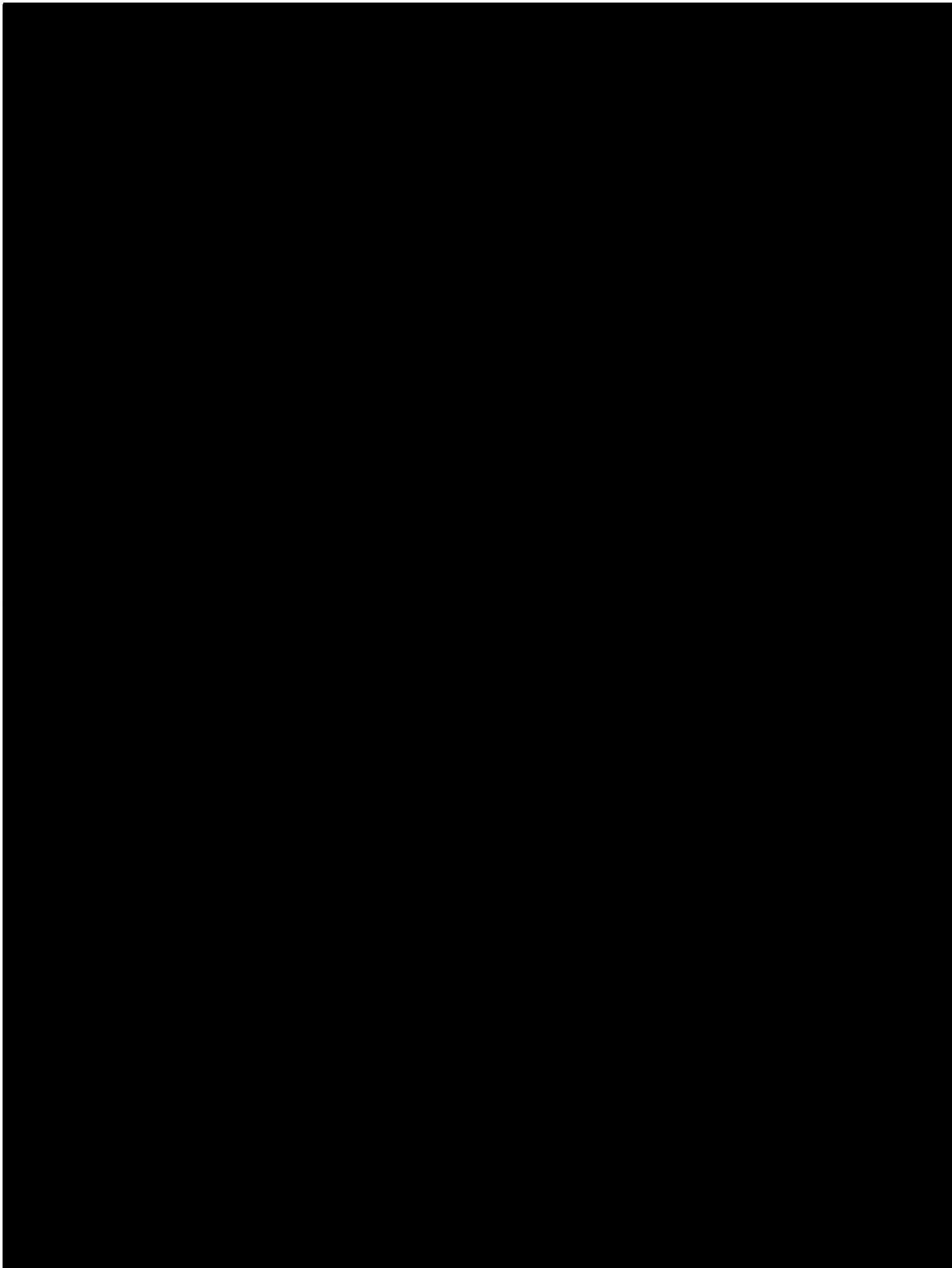
For dressing, oral hygiene and toileting, [REDACTED] feeds herself without concern. She uses a wheelchair for transportation secondary to her inability to maintain a standing position due to her dementia. She is unable to propel herself requiring the assistance of one staff member.

[REDACTED]

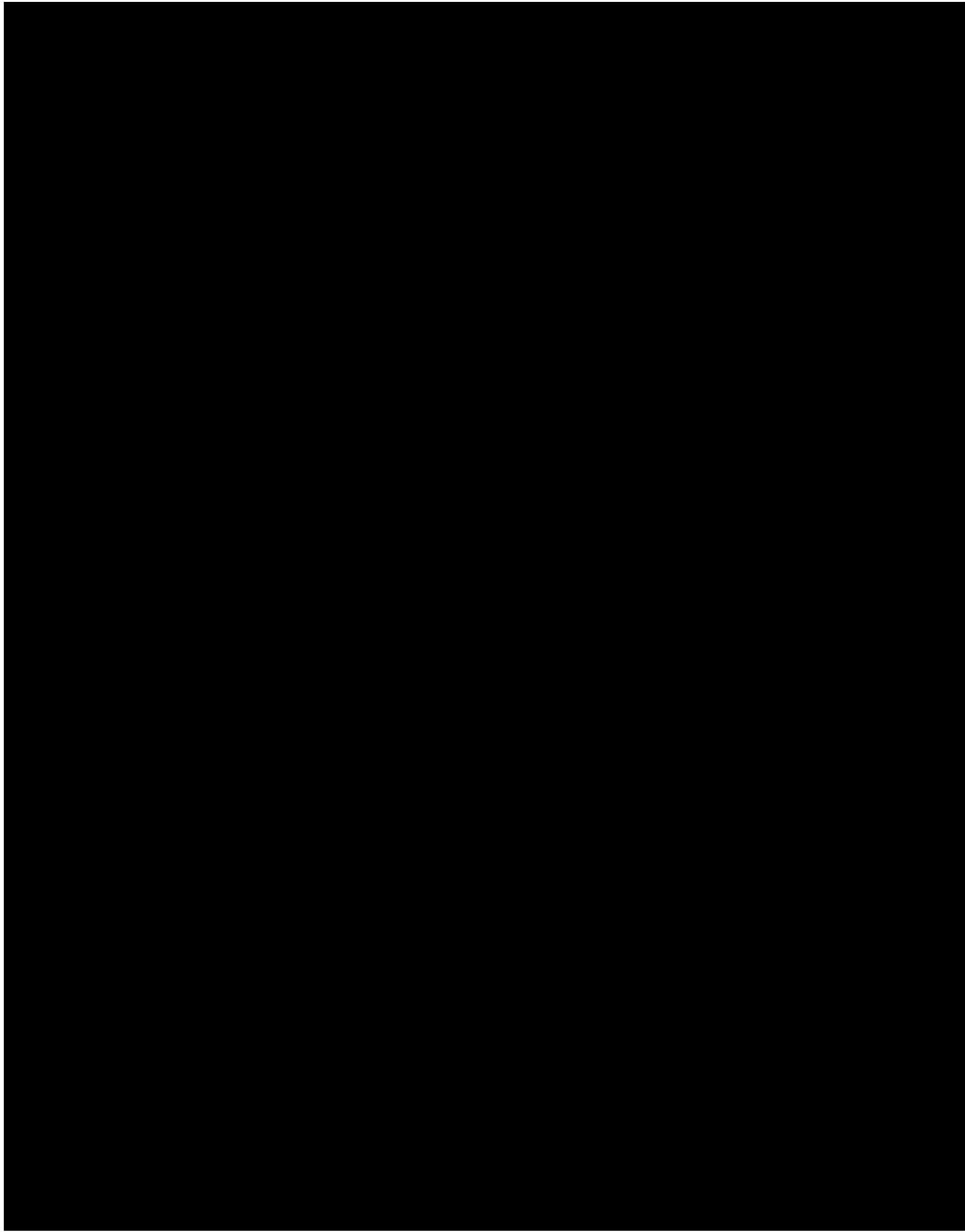


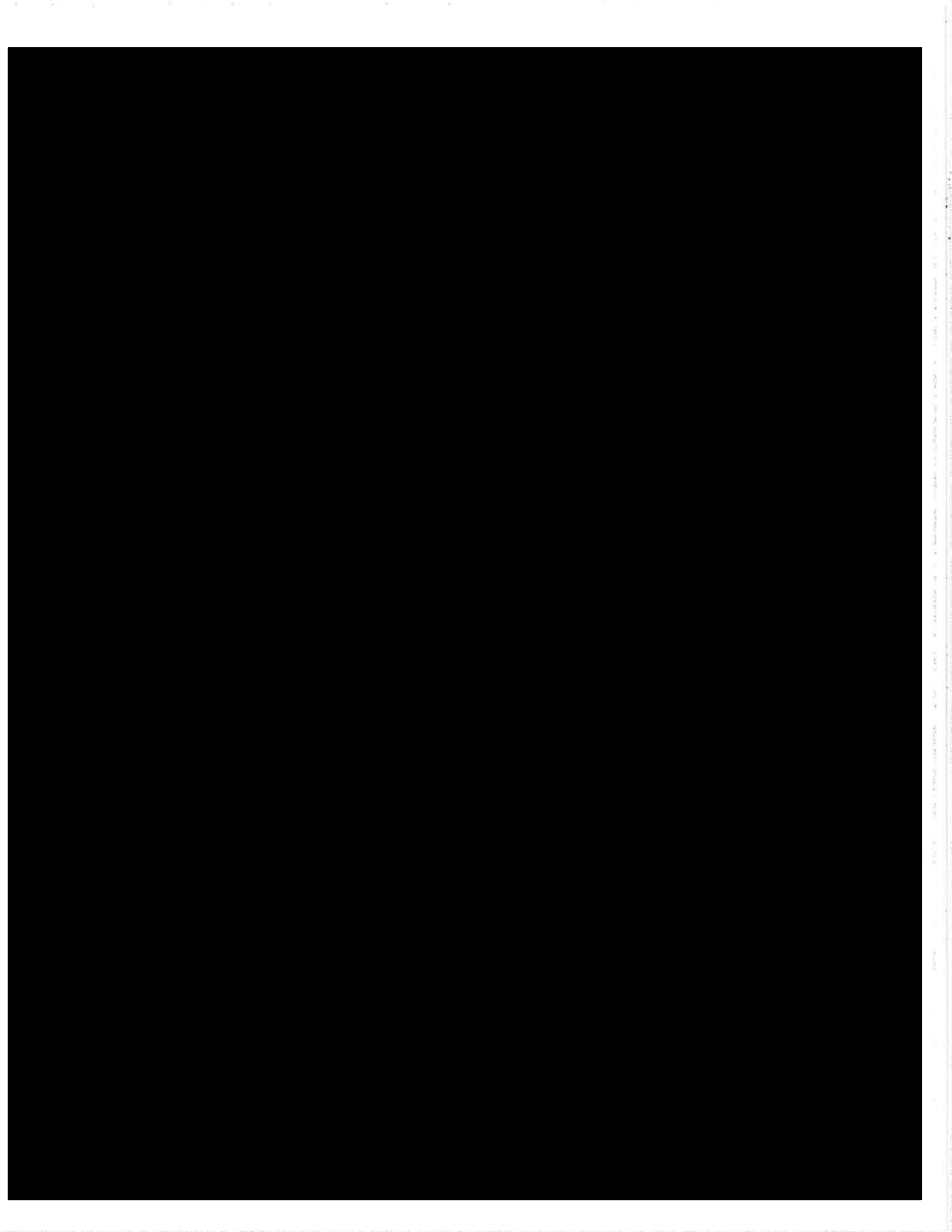


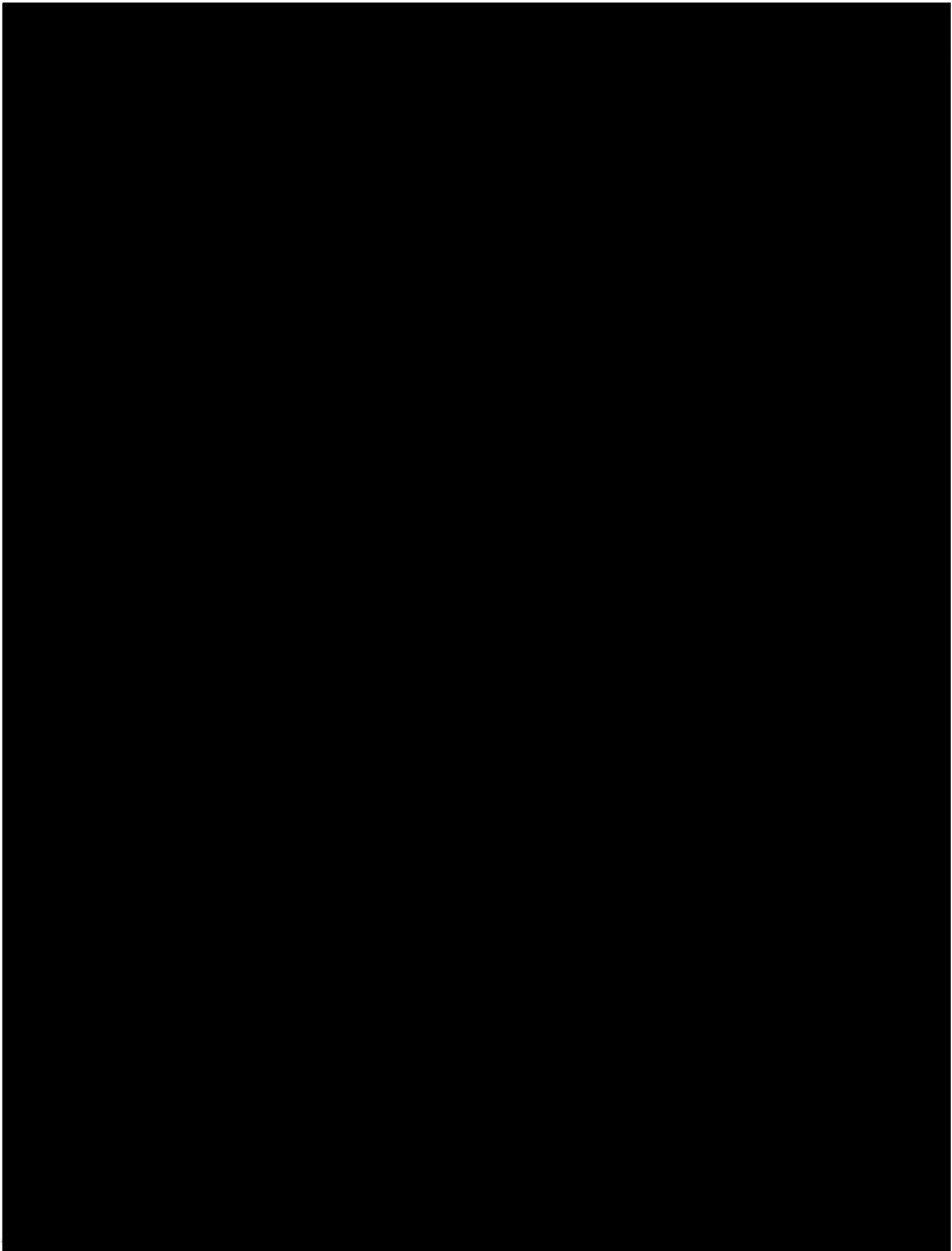


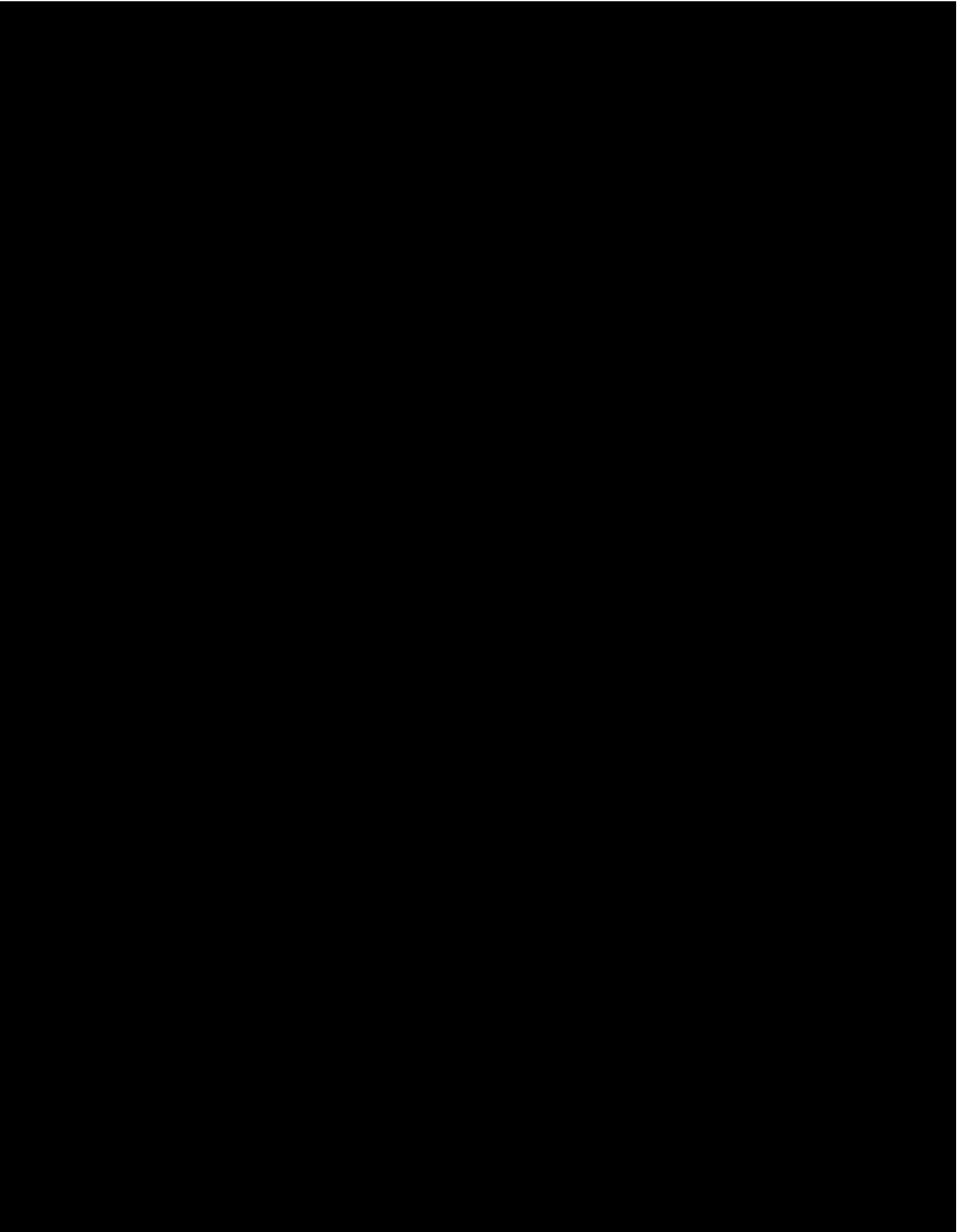


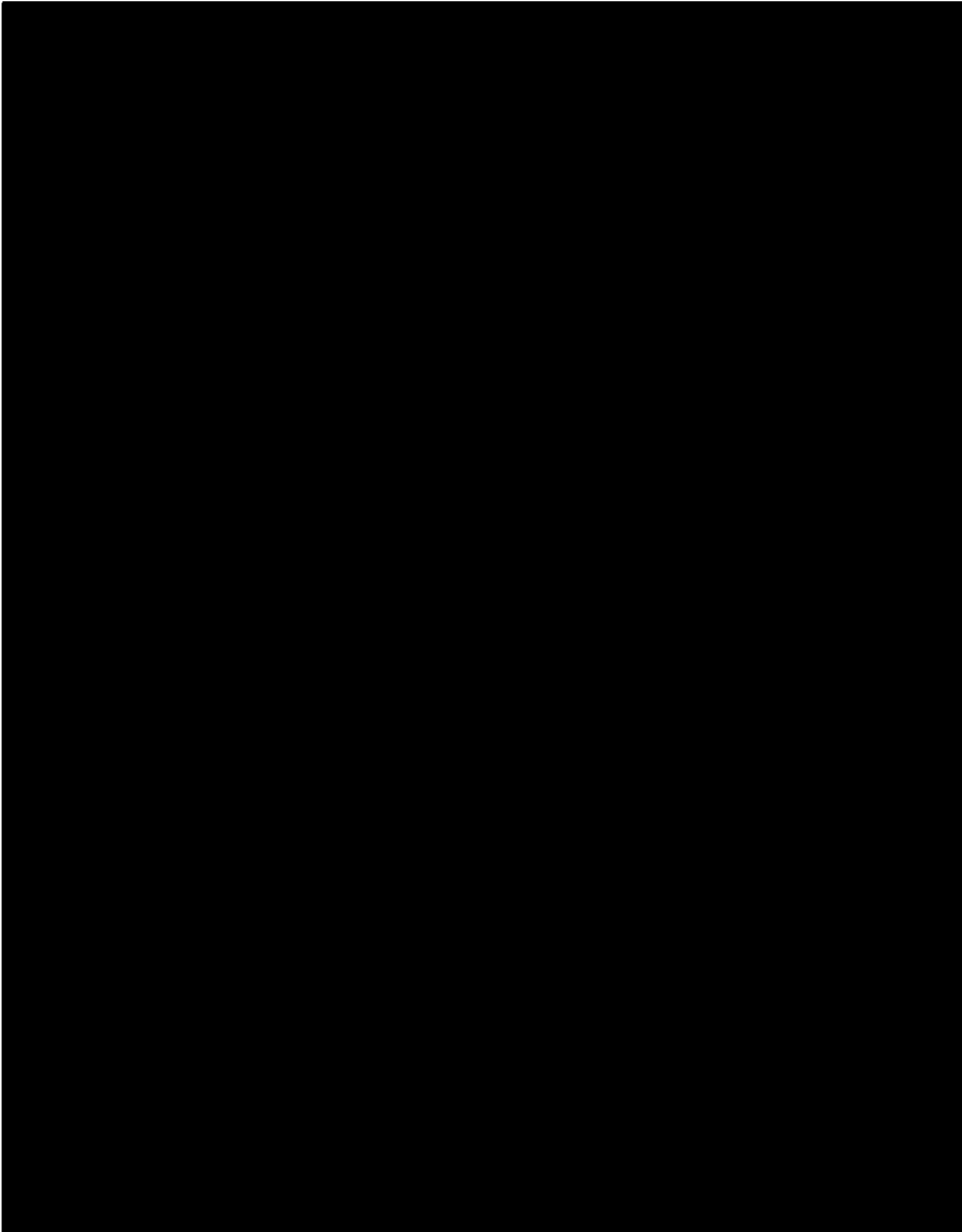
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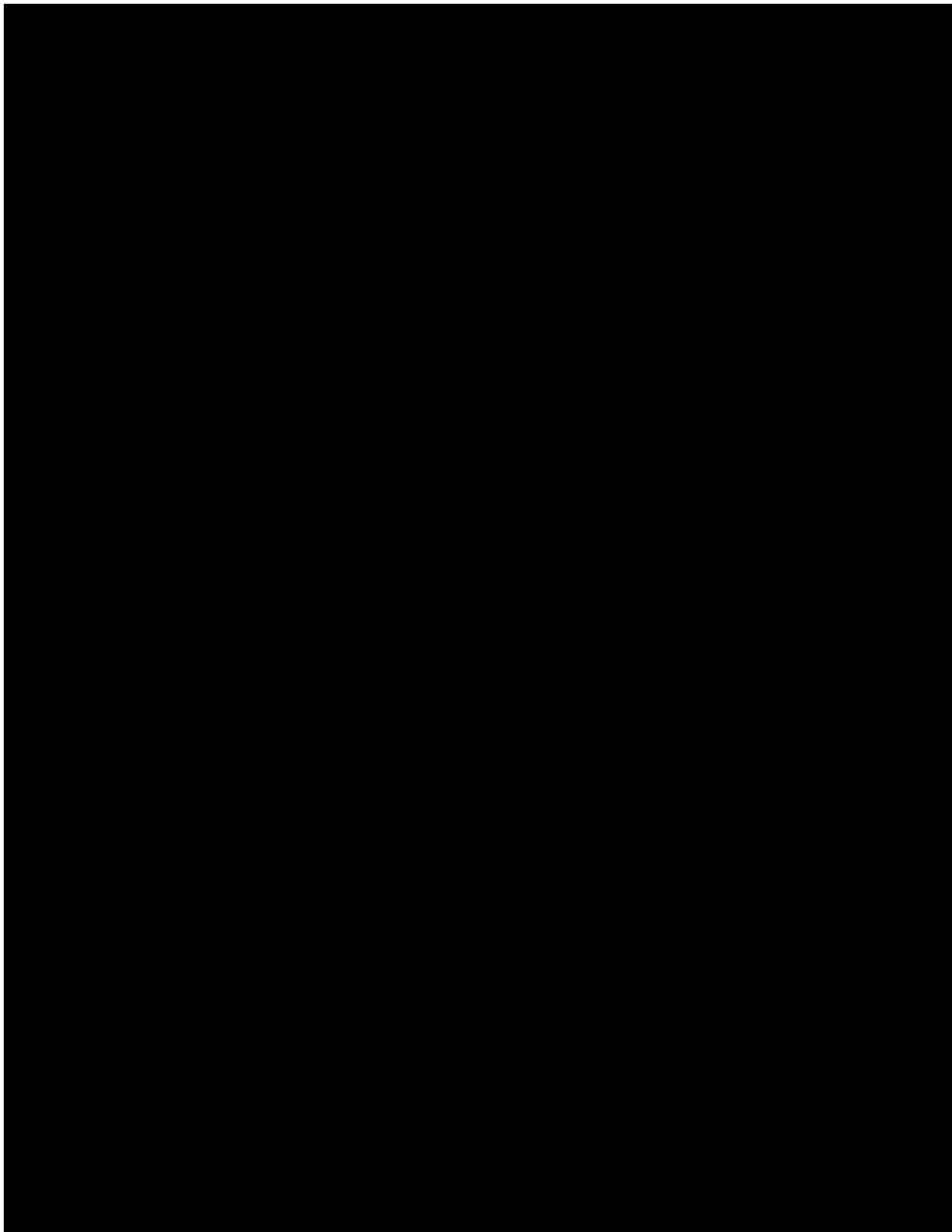


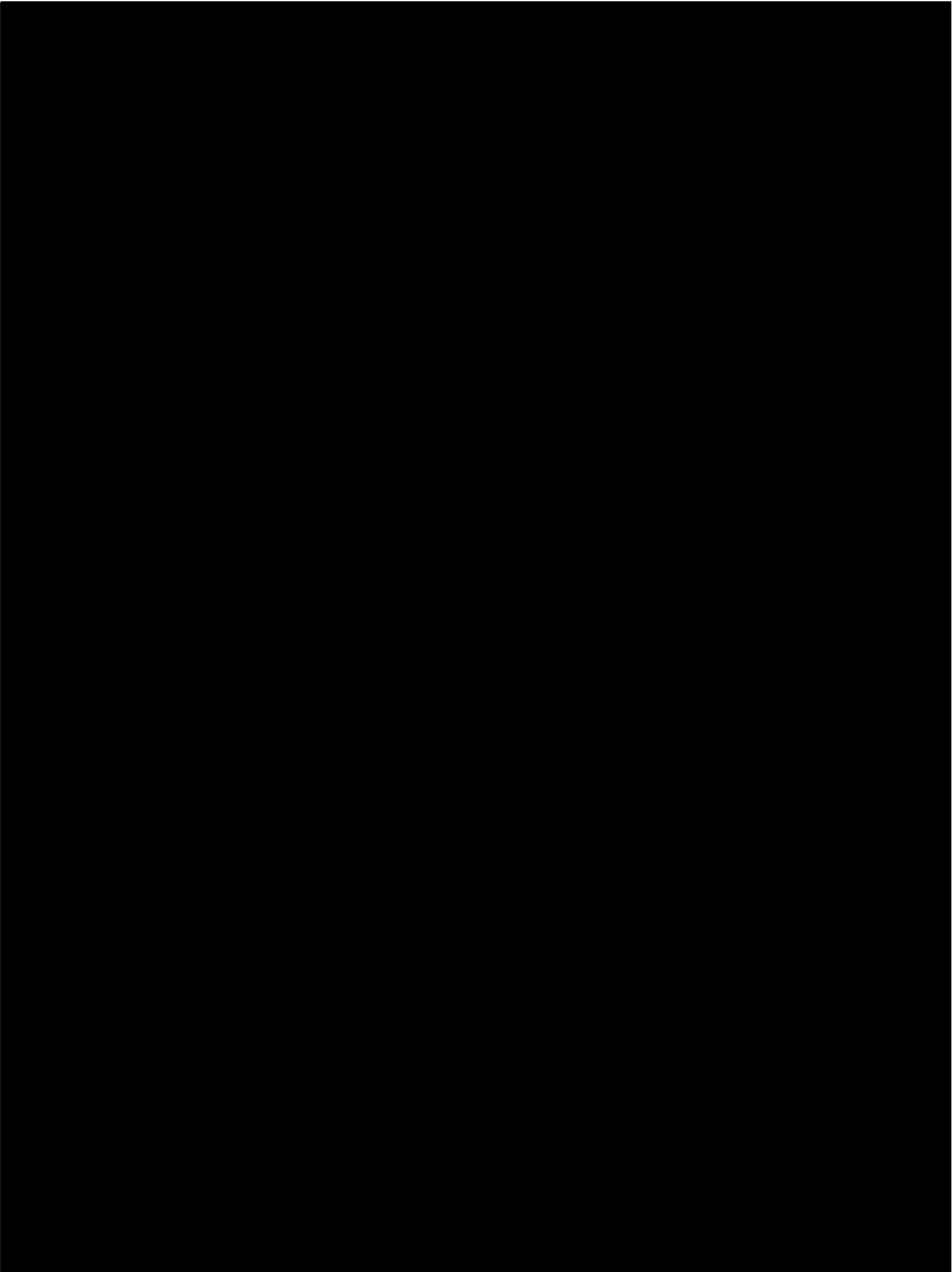


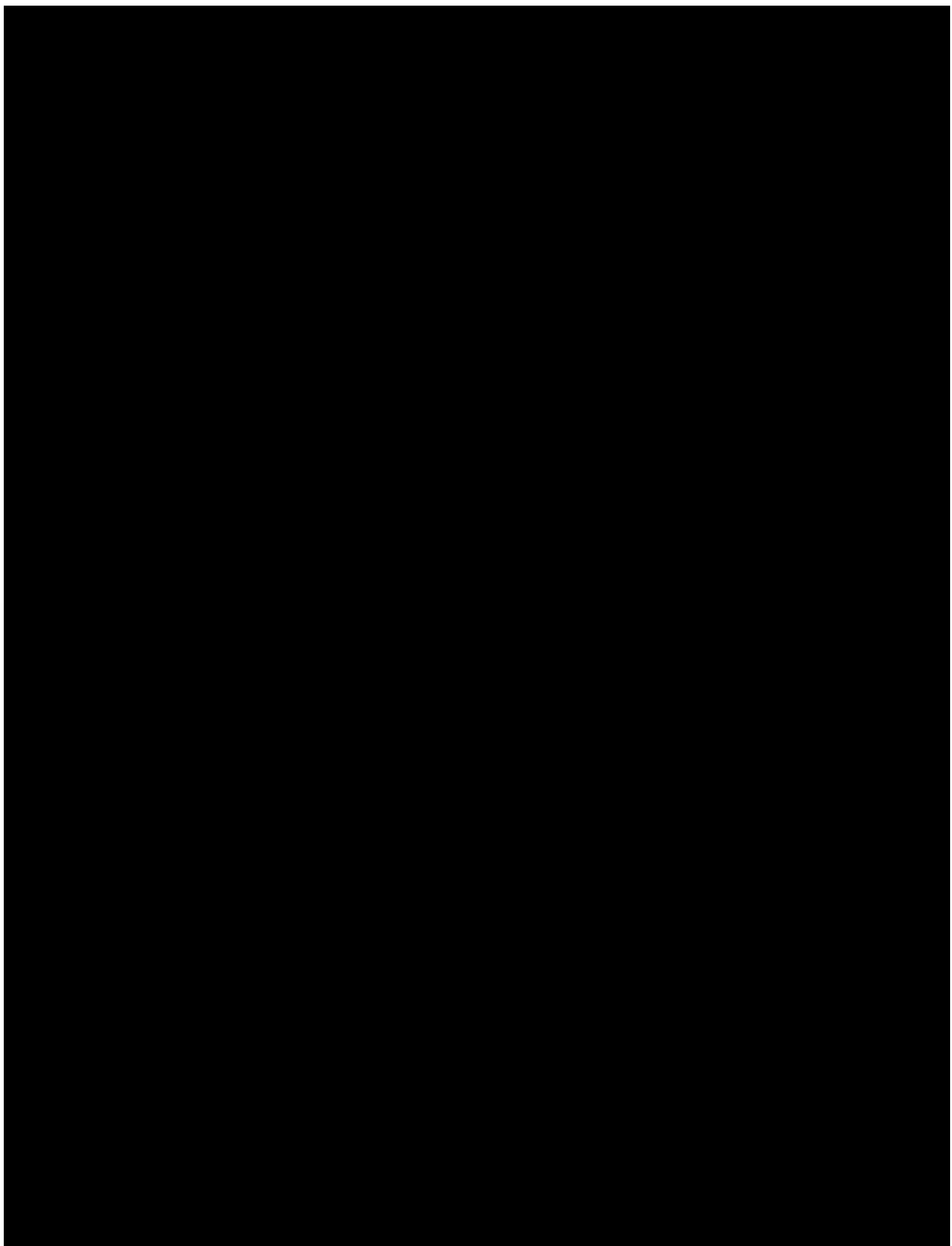


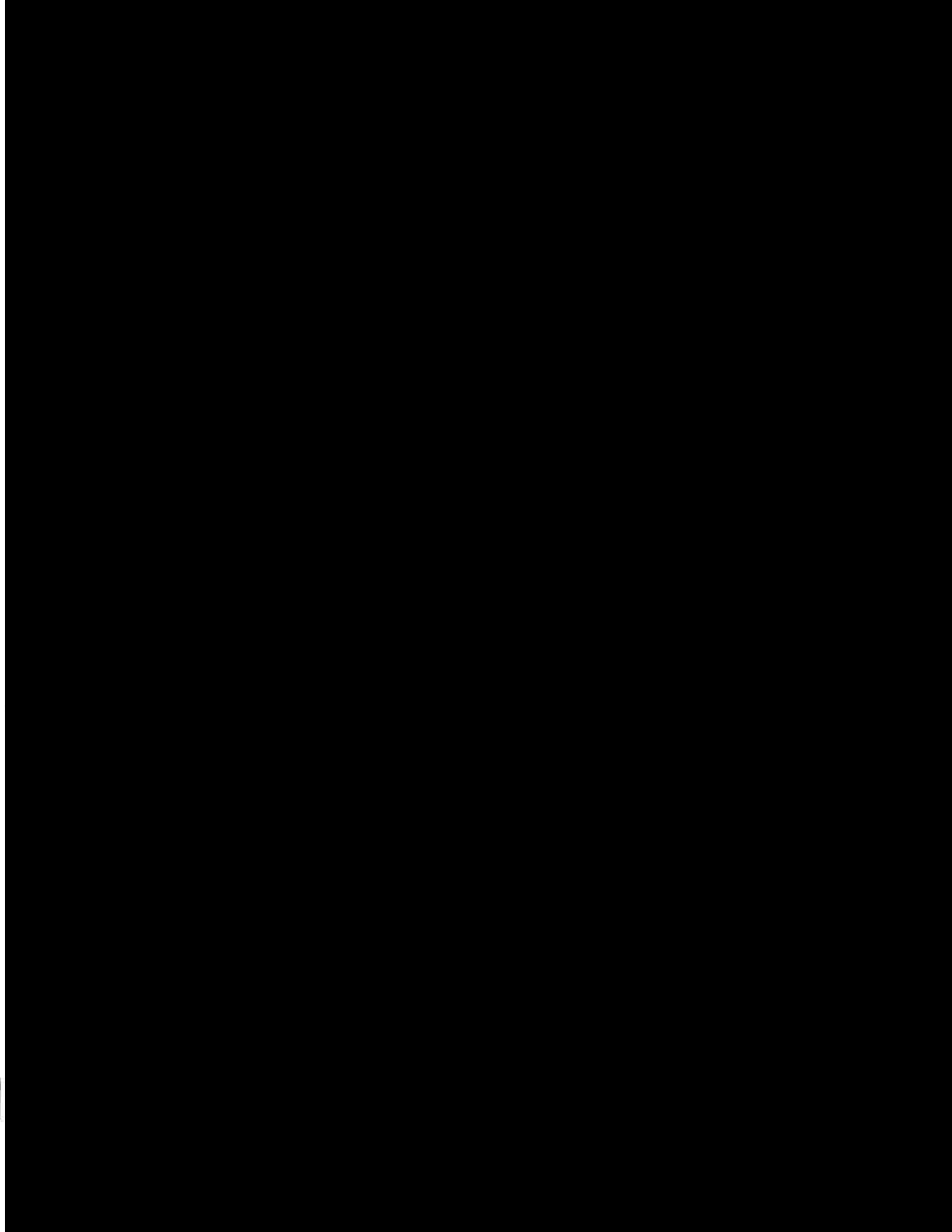


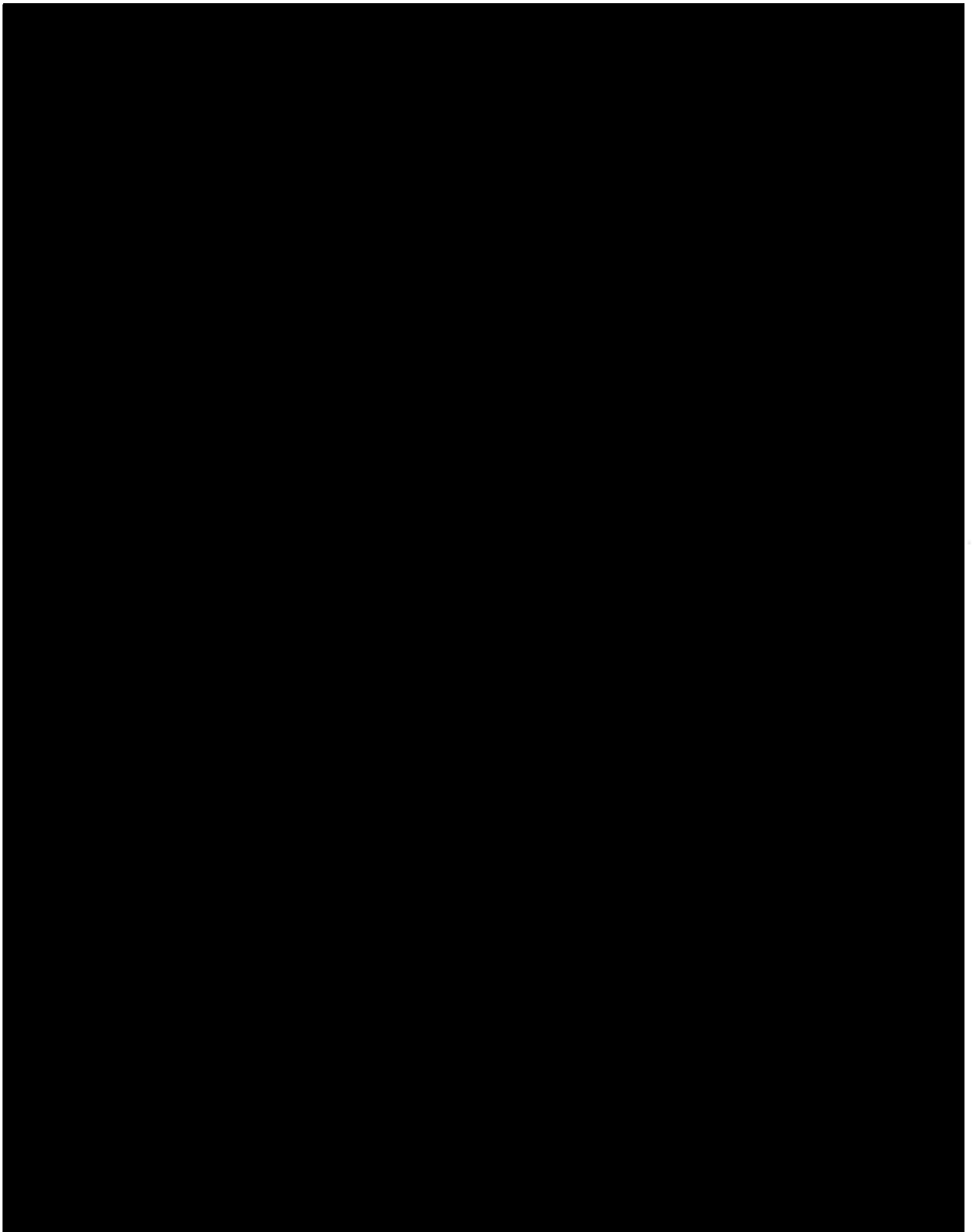


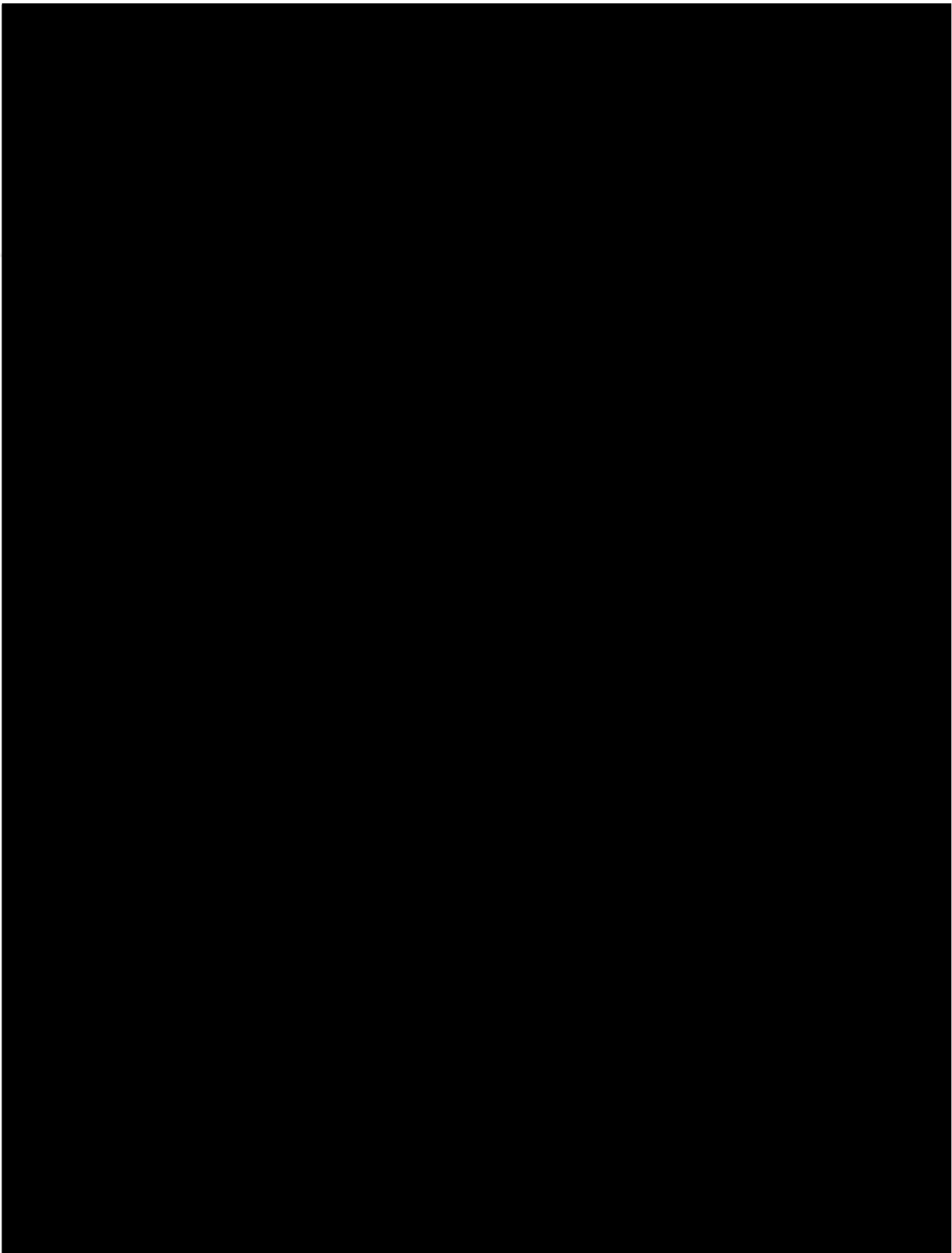


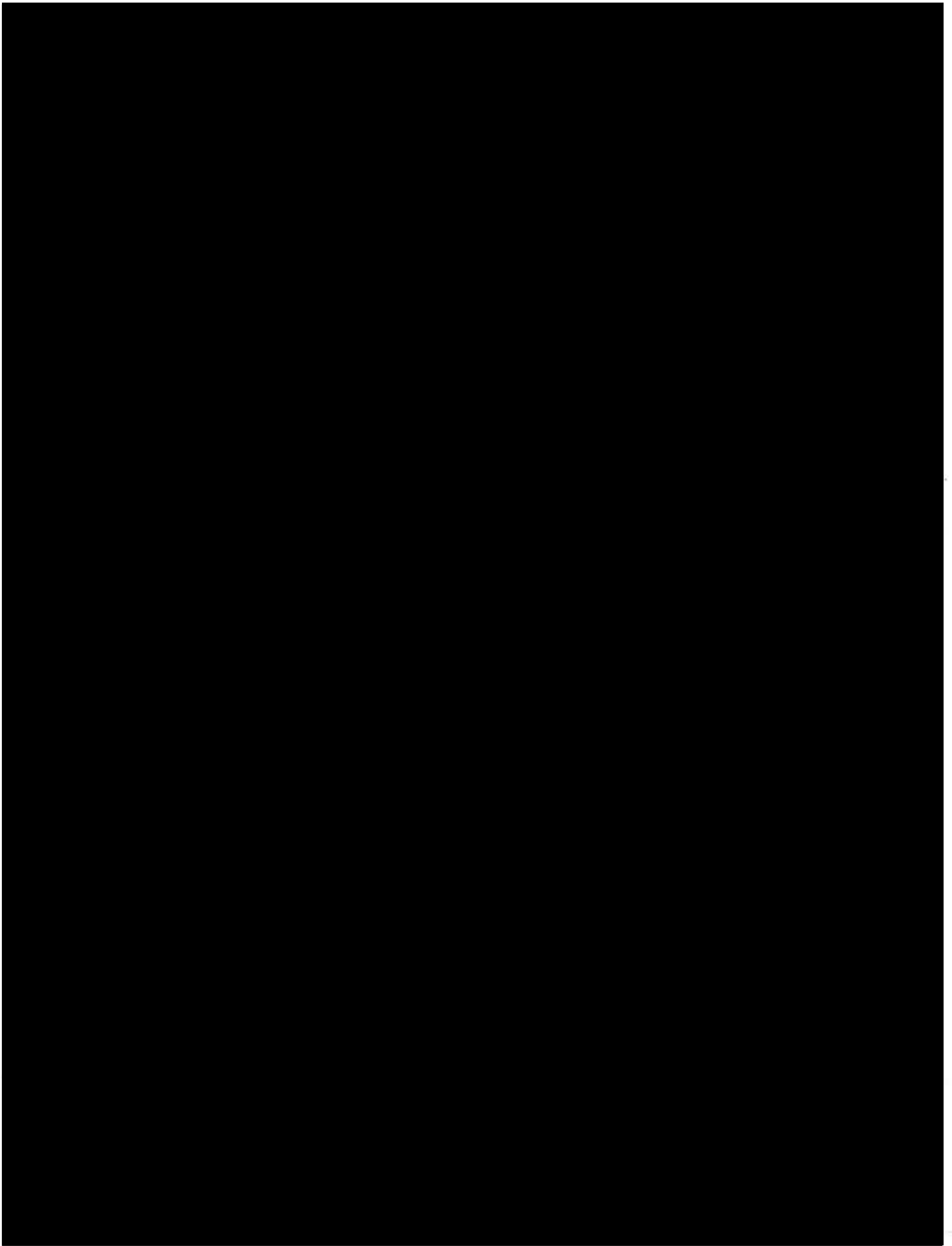






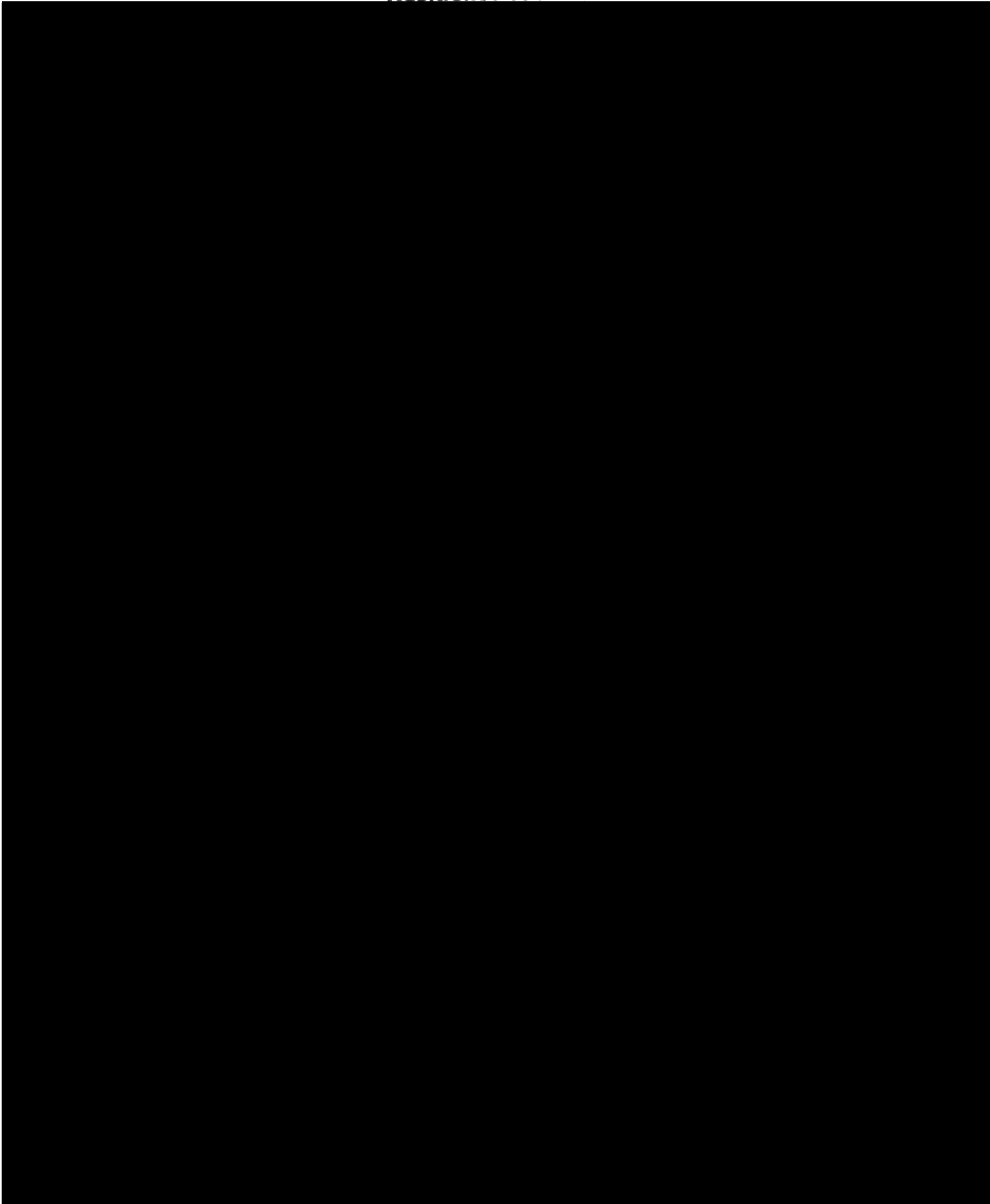


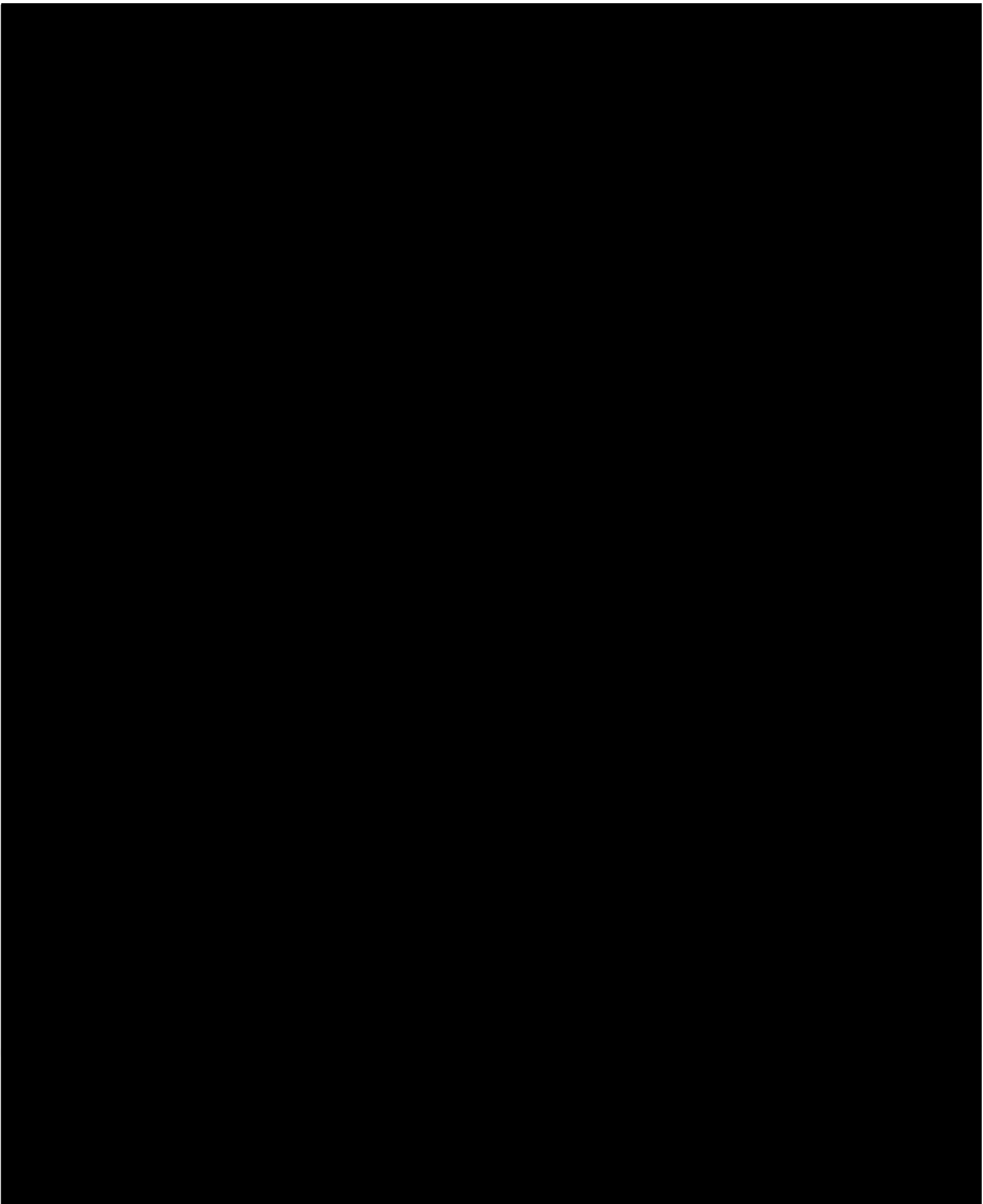


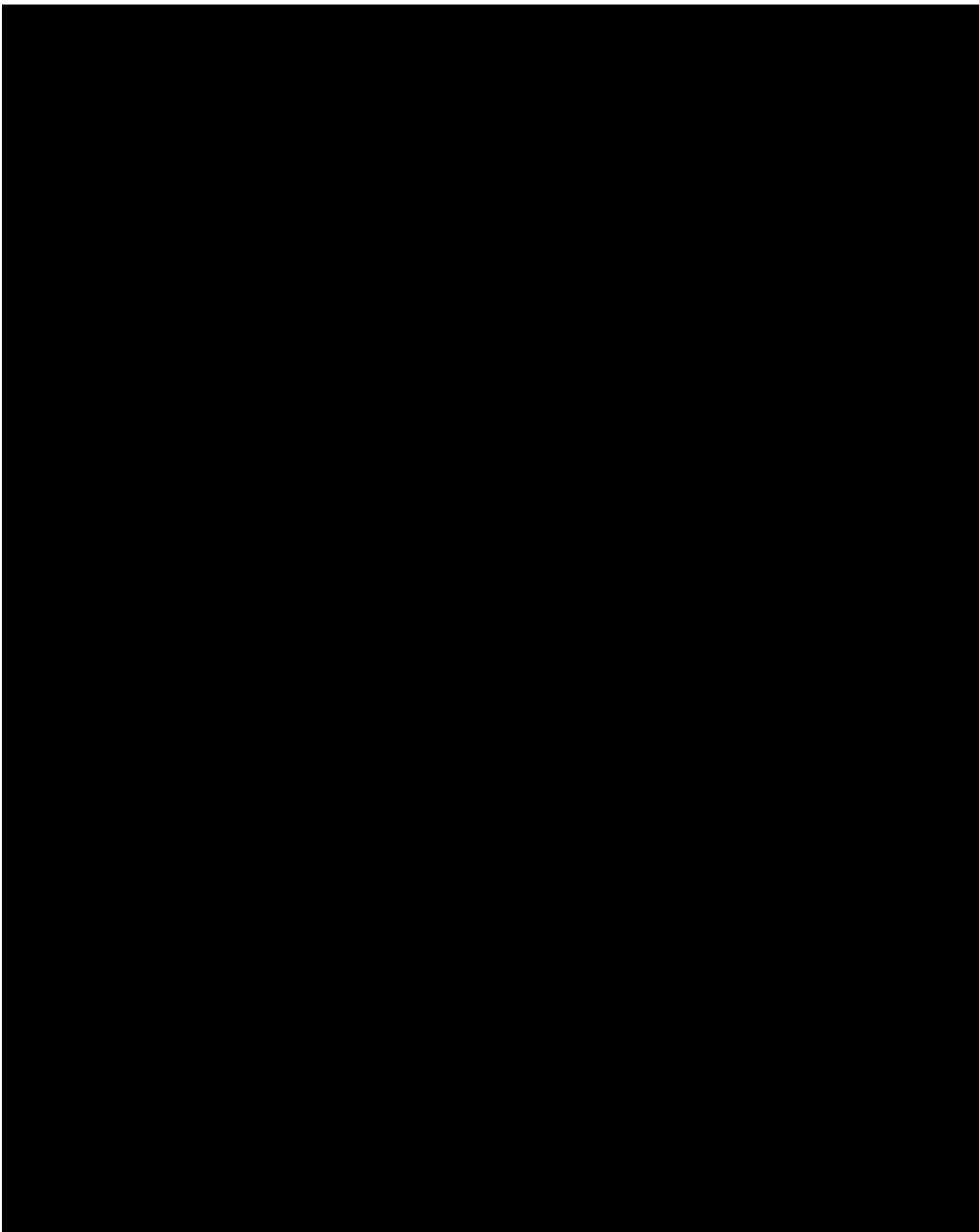


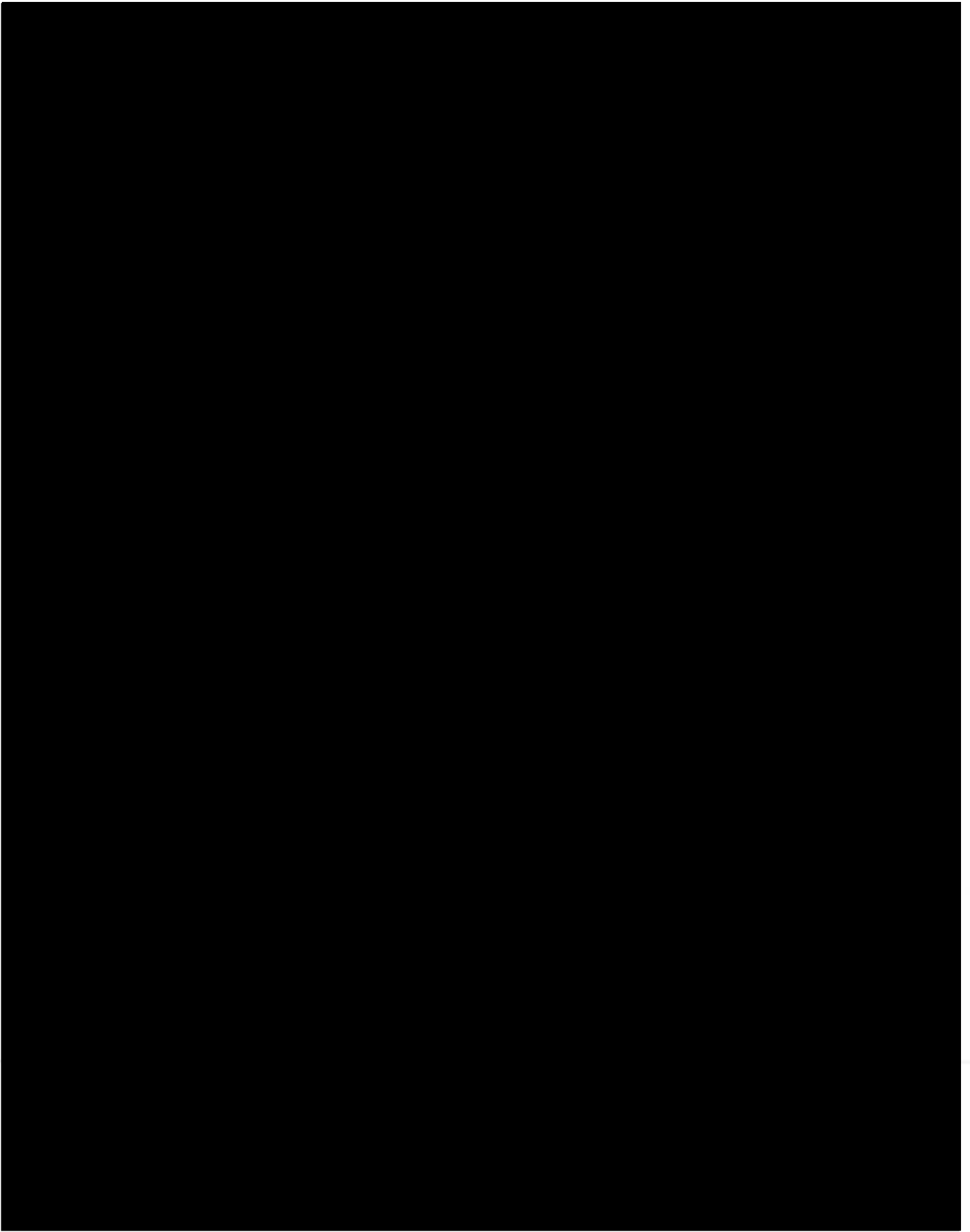
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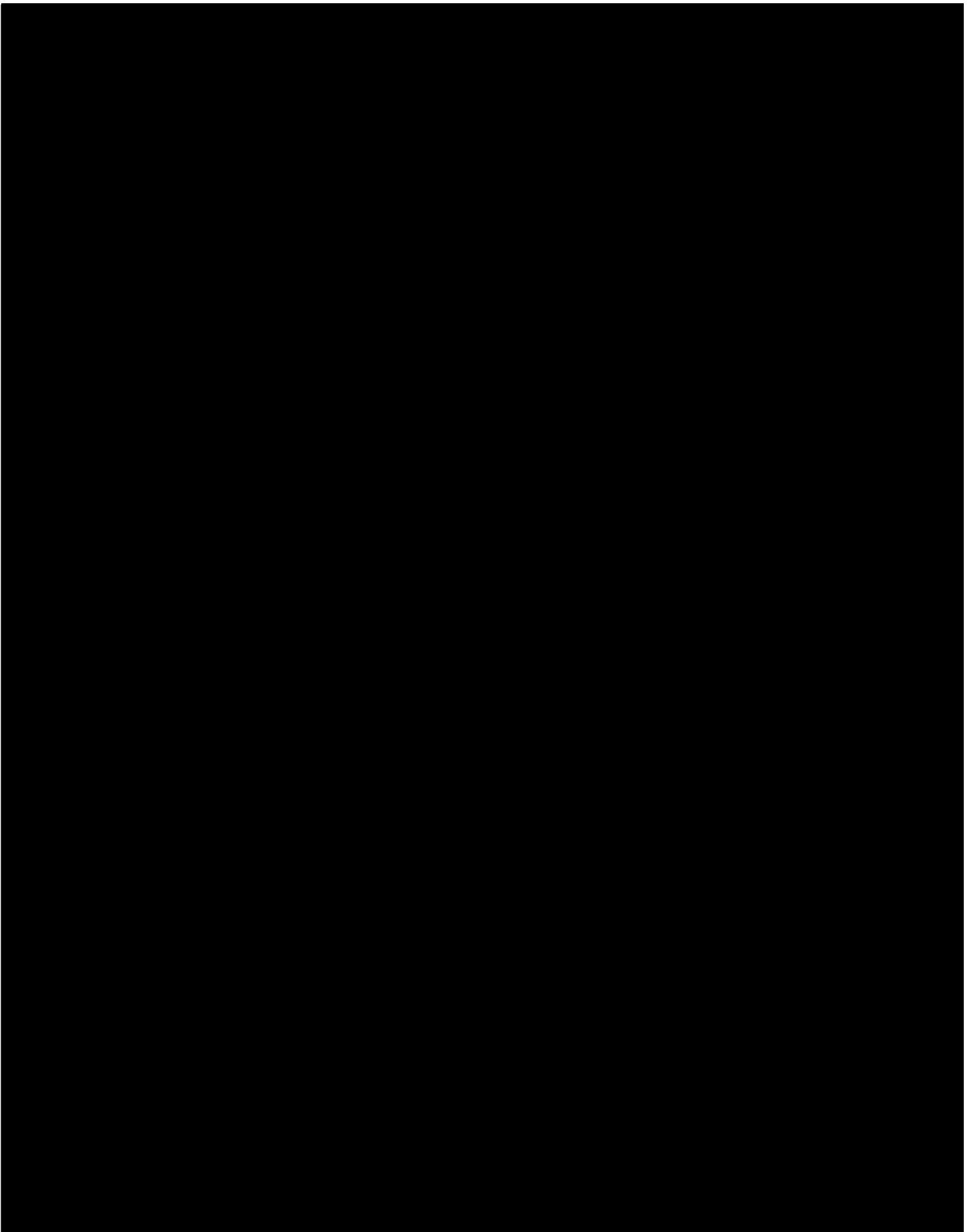
Resident Assessment

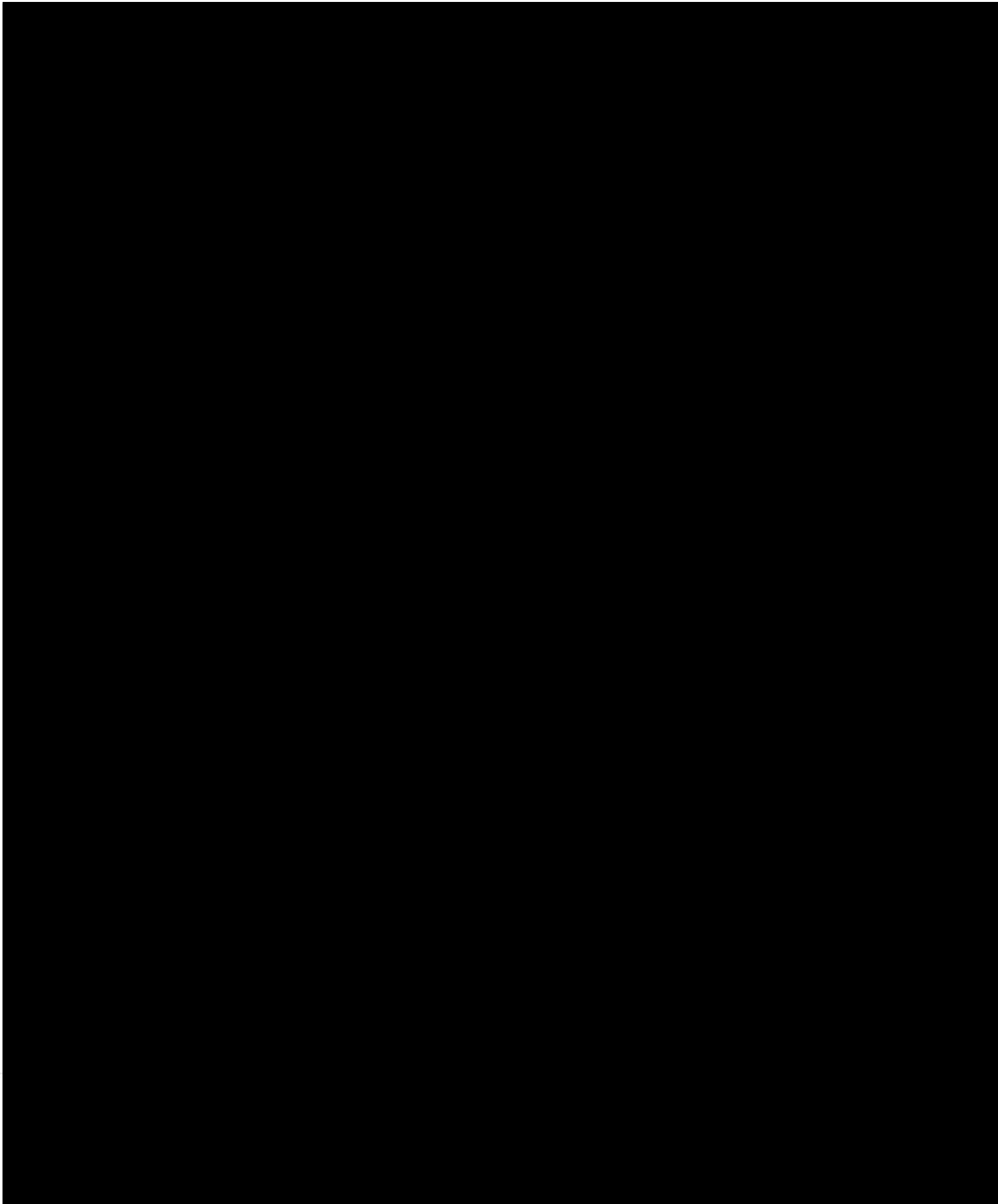


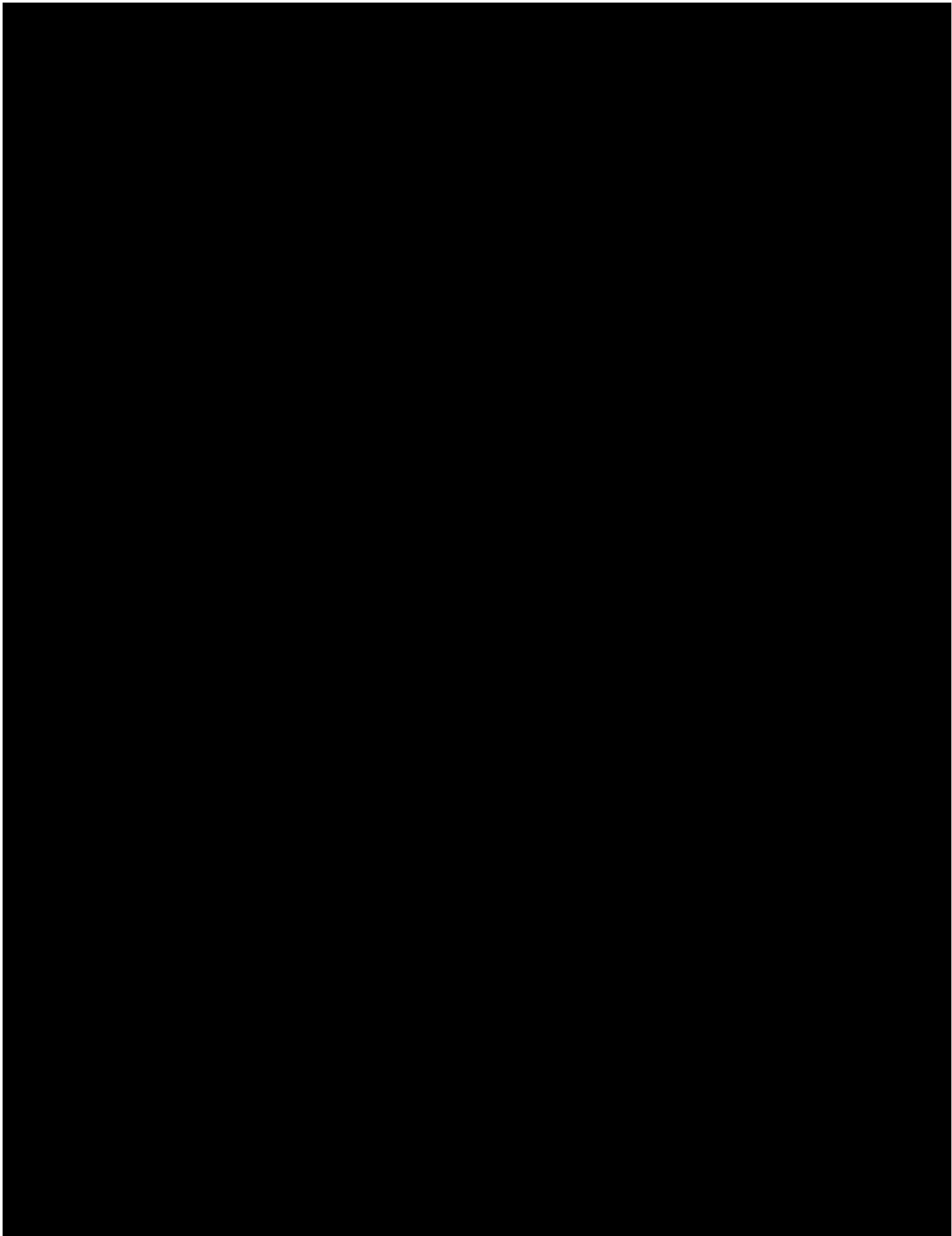


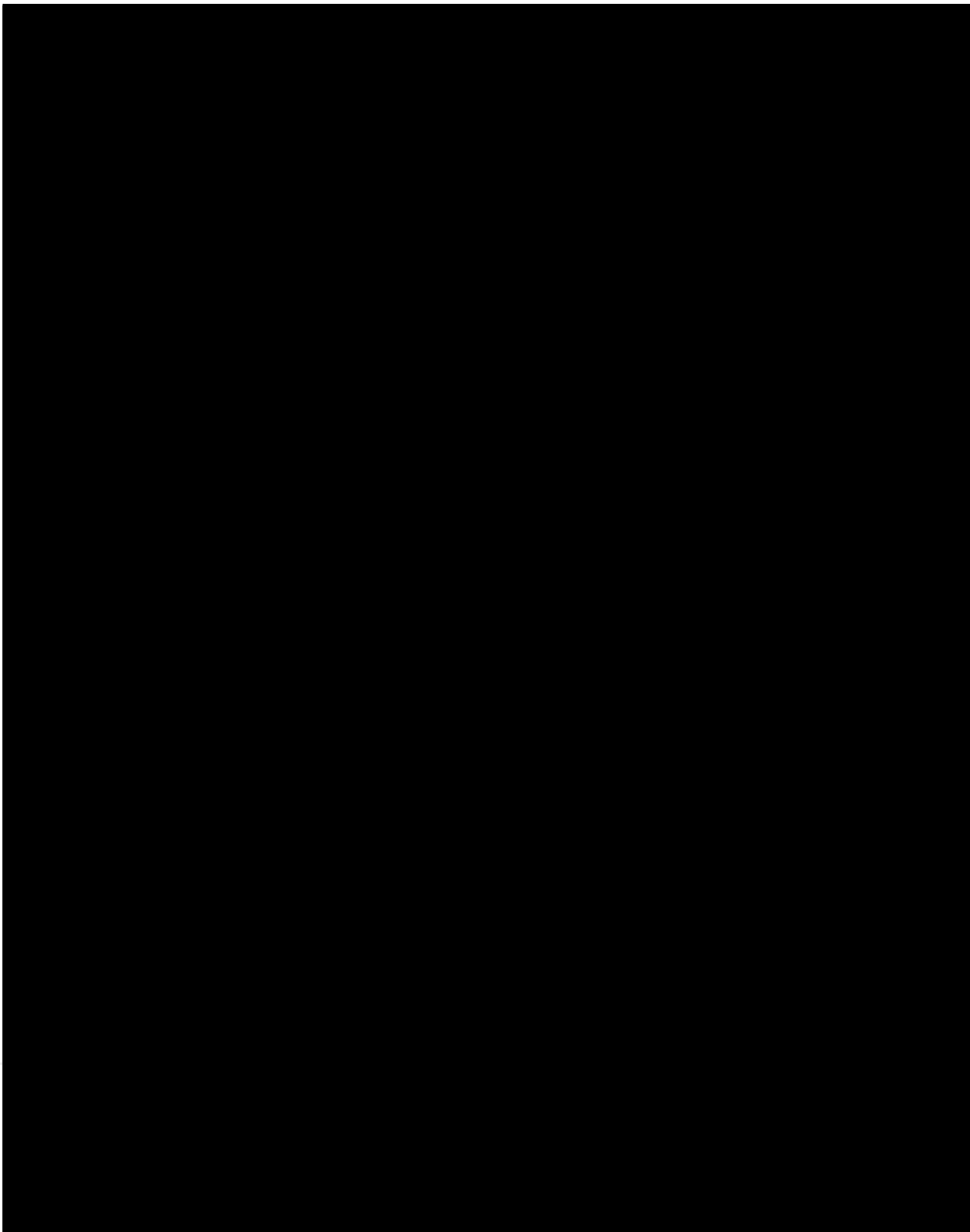


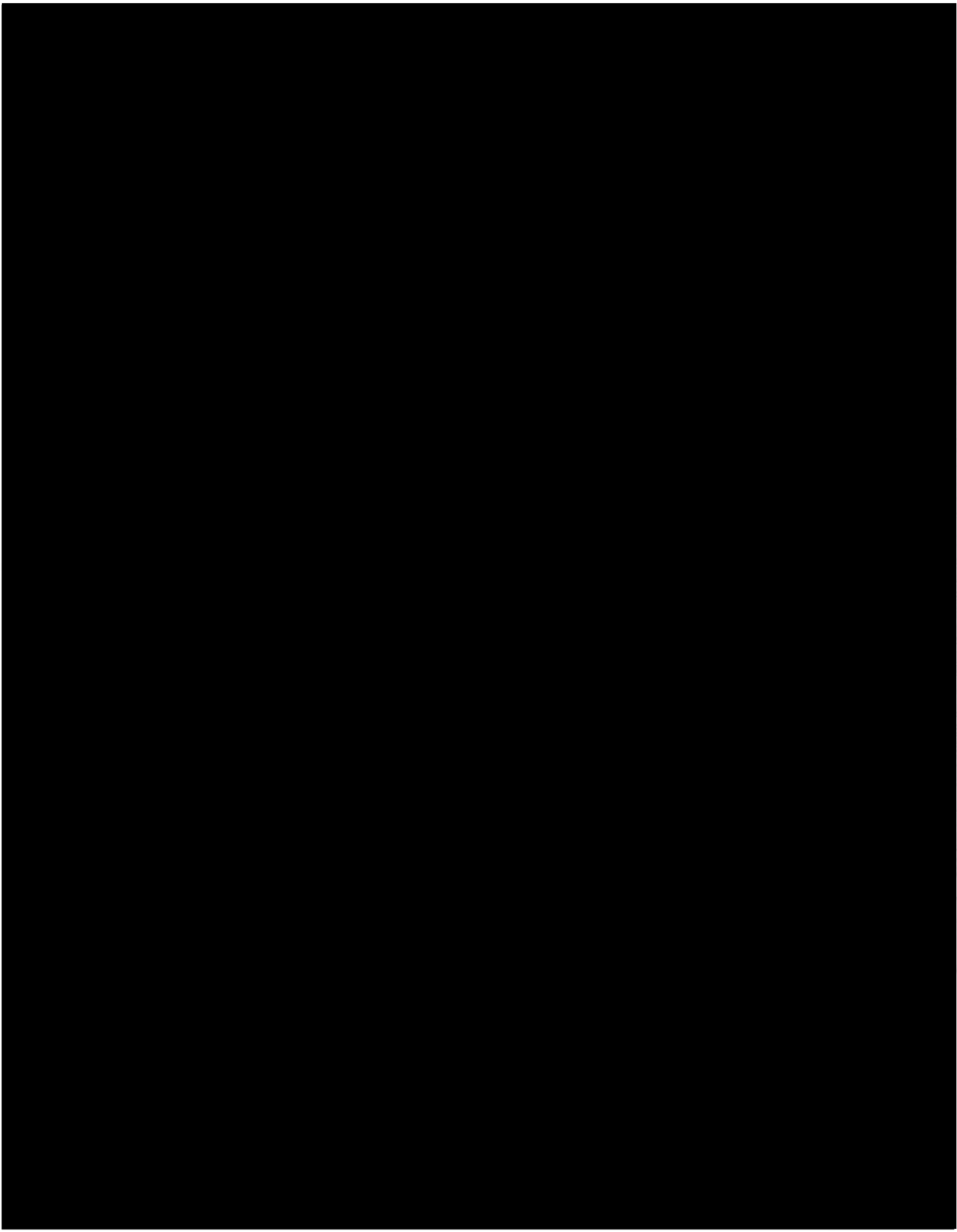


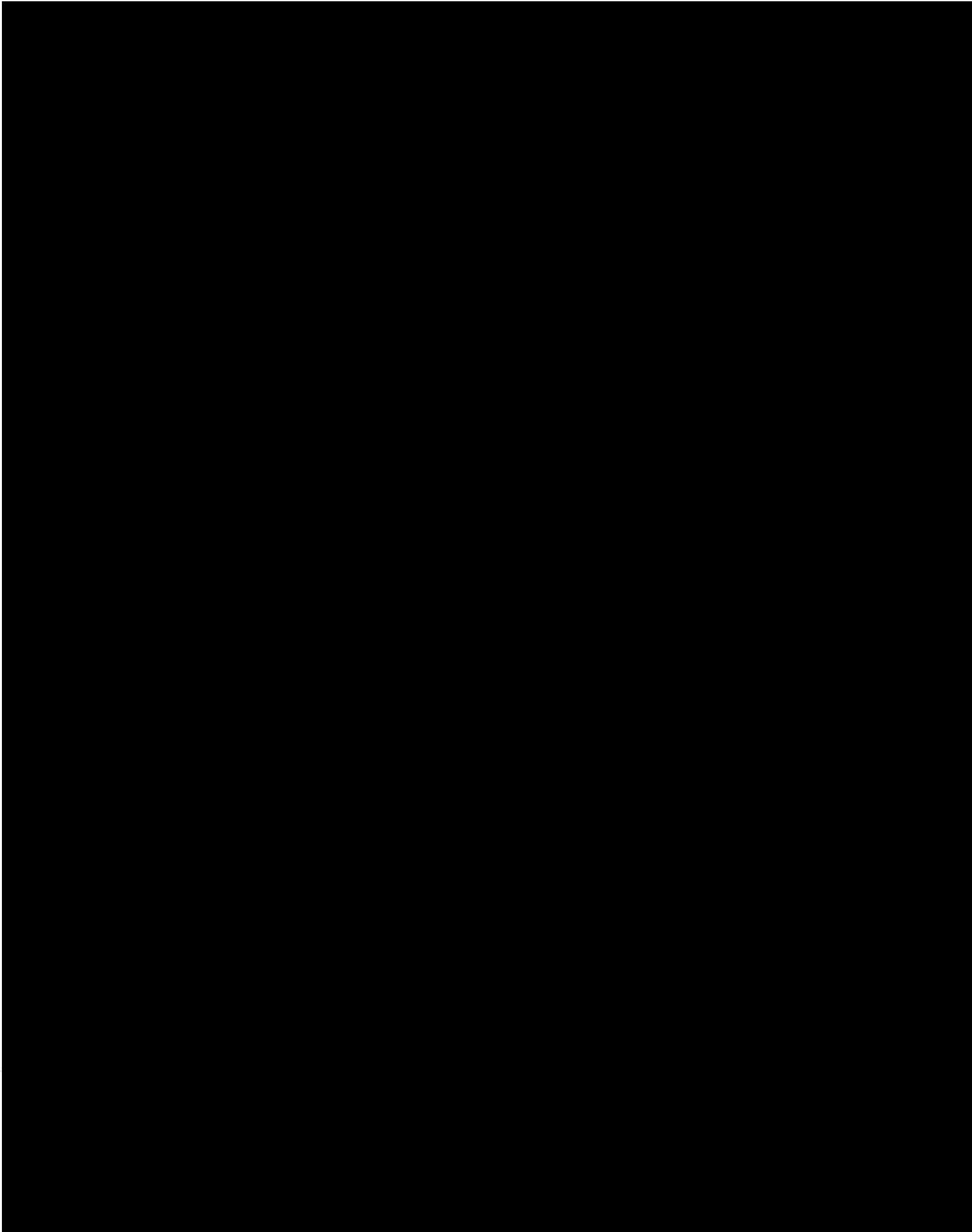


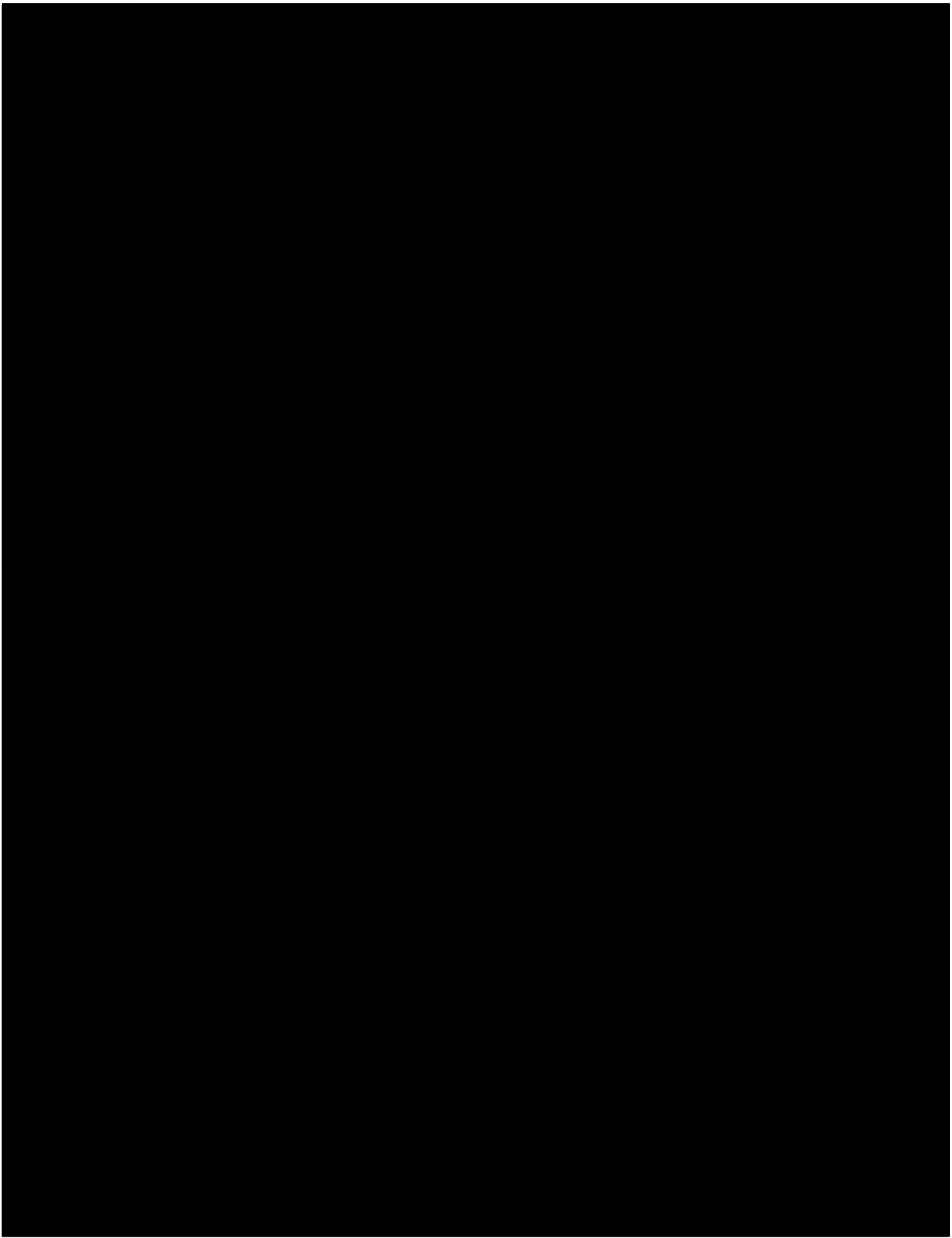


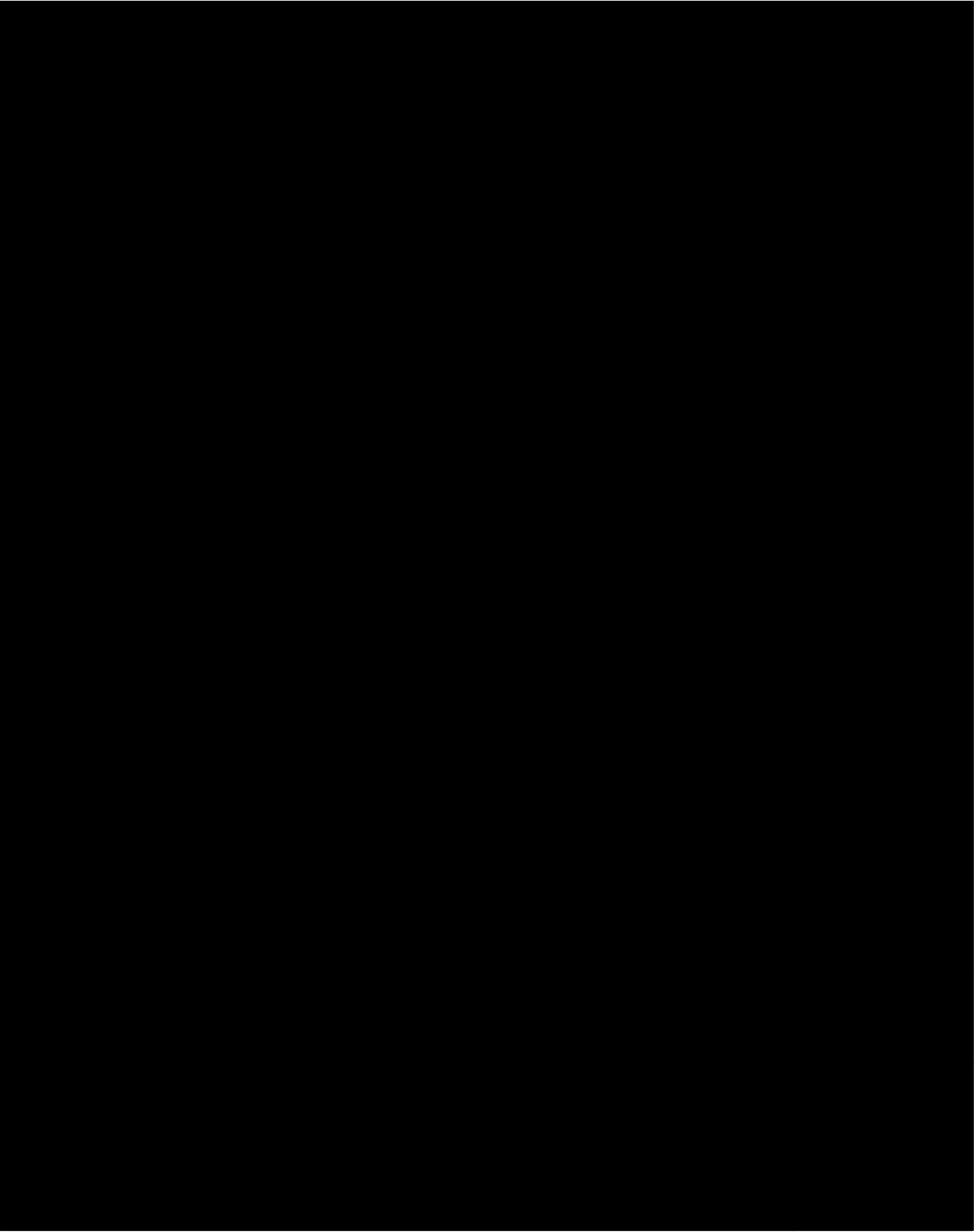


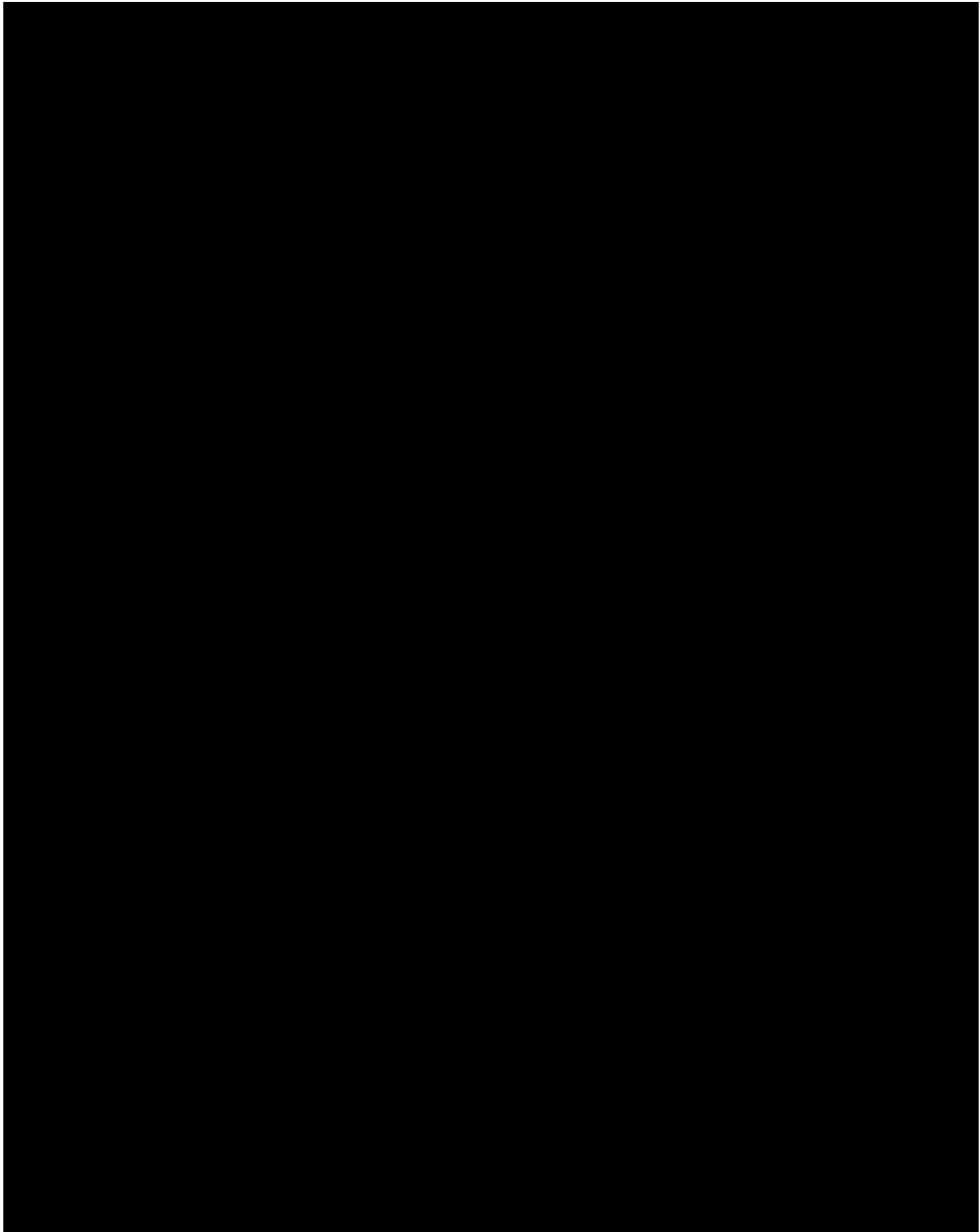


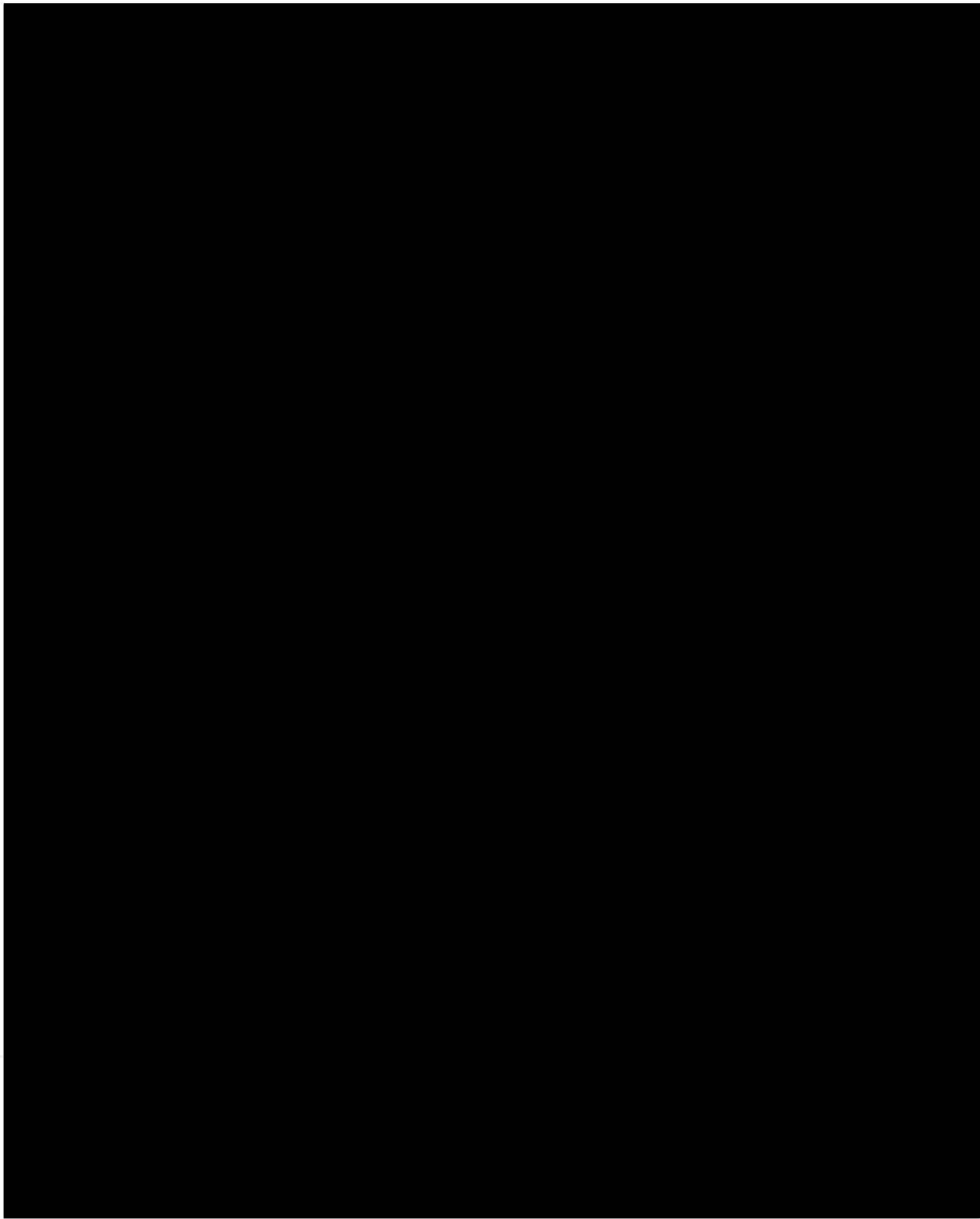














Residency Agreement

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):

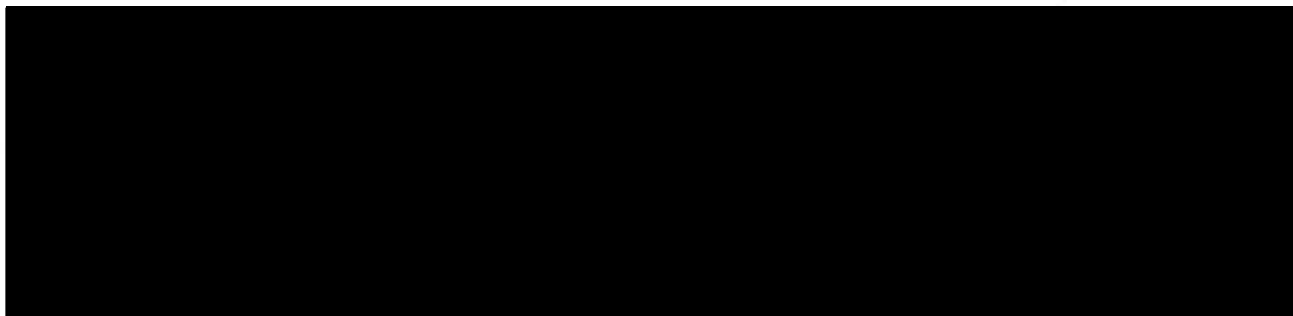
Review of Documents and Policies: You acknowledge that you have received a copy of and have reviewed this Residency Agreement as well as the following specific information:

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



SECOND RESIDENT (if applicable)

RESPONSIBLE PARTY

Signature

Signature

Print Name

Print Name


Signature


Executive Director

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

PREAMBLE

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

ARTICLE I

Resident Evaluation

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

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

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

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

including any Responsible Party, shall be held liable for the services received by the Resident.

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.

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

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

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.

63 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. Notice. 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.

7. Assignment of Rights. The Resident hereby irrevocably assigns to the Community all of the Resident's rights, title and interest in the Community.

8. Assignment of Confidentiality. The Community acknowledges that certain information concerning the Resident is confidential. The Community shall maintain the confidentiality of the Resident's personal and medical information in compliance with state and federal law.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

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

F. 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.

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 exercise

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]

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: [REDACTED]

Community:

[Signature]
Signature

Executive Director
Title

Date

7/6/17

Date [REDACTED]

EXHIBIT 1-A

SECOND RESIDENT'S FEES

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 satisfied with the addressing of his/her complaint with the community's designated team member or Executive Director, he/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.DA.LDCPintake@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

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.

- 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:

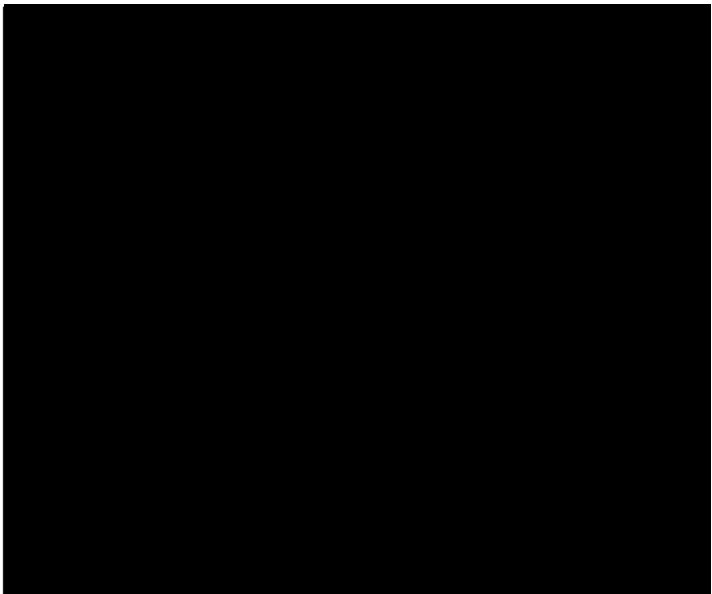


EXHIBIT 5

RESPONSIBLE PARTY ADDENDUM

This addendum ("Addendum") is entered into as of this _____
by and among _____ (hereinafter referred to as the
Resident"), _____ (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:





Dear Spring Village at Essex Families,

I wanted you to be among the first to know that effective [redacted] Spring Village at Essex will be managed by HallKeen Assisted Living, an experienced operator of (assisted living) communities based in Norwood, Massachusetts.

HallKeen operates 11 communities including properties in Winooski, Vermont, Sunapee, New Hampshire, and Providence, Rhode Island, and along with it's operating partner Northbridge Advisory Services, of Burlington, Massachusetts, they bring extensive skills in memory care staff training, resident programming, and leadership support. For the past several weeks, HallKeen has been investing significant time in the community to make the transition as seamless as possible.

Perhaps the most visible change you will see in the next month or so is the introduction of our new name, **Maple Ridge Memory Care**, a name that was proudly created by members of our own team here in Essex. The Spring Village name and brand is owned by our previous management company, Woodbine Senior Living, hence the need to rename.

I am eager for you to meet Warren Strong, Sharon Ricardi, Greg Anderson, and other members of the HallKeen/Northbridge leadership team. Please consider attending a private reception exclusively for our families to meet and learn about the new management company in our Town Square on [redacted] at 6:30PM. Please let me know if you are able to join us.

On behalf of our entire staff, we are excited about this new management direction and look forward to bringing their experience, best practices, and strong commitment to quality care to directly benefit our residents and their families.

Please feel free to stop by with any questions. My door is always open!

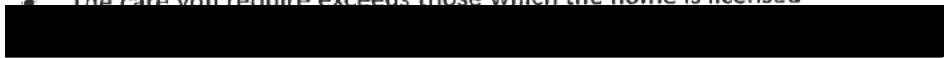
Sincerely,

Katy Leunery
Katy Leunery
Executive Director



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

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



You have been a resident of our community since [REDACTED]. Although, we have enjoyed having you and your family be a part of our community, we feel that your level of care has exceed what we can safely provide for you due to the need for a 2-person transfer, mechanical lift and refusal of care. At times during your refusal of care your abusive language and physical contact with the staff has provided an unsafe environment. Even with the variance from the state in place, we feel your needs are not safely meet in our community.

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

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

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

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

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

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

Please let me know if you have any questions.

Sincerely,

Katy Lemery
Executive Director
Spring Village at Essex

Cc:


Suzanne Leavitt

VERMONT LEGAL AID, INC.

VERMONT OMBUDSMAN PROJECT

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

OFFICES:

BURLINGTON
RUTLAND
ST. JOHNSBURY

OFFICES:

MONTPELIER
SPRINGFIELD

[REDACTED]

To Suzanne Leavitt,

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

[REDACTED] was admitted to Maple Ridge in [REDACTED]. She has been a resident since that time. At admission, [REDACTED] had a diagnosis of [REDACTED]. [REDACTED] is currently assessed and assigned to what Maple Ridge calls "Memory Three" level of care and the Contenance care program. As stated in the Residency agreement, "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 her needs exceed the level of care the home can provide under the facility's level 3 residential care home licensure; and (2) that [REDACTED] is a threat to herself and to the welfare of other residents and staff.

Maple Ridge's reasons for discharging [REDACTED] against her will are not supported.

In [REDACTED], Maple Ridge applied for a variance to retain [REDACTED] at their facility. In their application to DAIL, Maple Ridge stated that [REDACTED] required nursing home level of care due to her unpredictable behavior during Hoyer lifts, dressing, oral hygiene, and toileting. Maple Ridge also stated in its variance request that they were "currently" meeting [REDACTED] care needs. [REDACTED] her family and the treating physician agreed with Maple Ridge's assessment that [REDACTED] care needs could be met by the facility. Based on the information and materials submitted by Maple Ridge, DAIL granted the facility's variance request, effective [REDACTED].

[REDACTED] family was not informed about DAIL's approval of the variance at the time of DAIL approval. The family was told of the approval on [REDACTED] (which is when the family learned of Maple Ridge's decision to issue [REDACTED] an involuntary discharge notice). At the same meeting, the family was told (for the first time) that that [REDACTED] was: (1) having 2-3 "accidents" a day with incontinence that were taking extra staff time; (2) using inappropriate language in stressful situations like during Hoyer transfers; and (3) at times, resisting care. Maple Ridge also indicated to the family that [REDACTED] could be loud" in community spaces, which was disruptive to other residents. The reasons provided by Maple Ridge to [REDACTED] family

for the involuntary discharge do not support the facility's claims that [REDACTED] is a threat to herself or to the welfare other residents and staff.

In fact, the reasons provided by Maple Ridge as the basis for the involuntary discharge should not be unexpected due to [REDACTED] diagnosis of [REDACTED]. Furthermore, Maple Ridge promotes itself as a "community specializing in Alzheimer's, Dementia and Memory Loss." Furthermore, Maple Ridge is approved as a Memory Care Special Care Unit (Unit in this case meaning the entire building). In the Memory Care Description of Services and Programs submitted to the State in [REDACTED], Maple Ridge outlines it's scope of services. The list includes care for people with at least seven different types of dementia, many of which have "behaviors" (such as resistance to care and inappropriate language) as common symptoms. The description of services goes on to say that: *Dementia is a progressive disease, so staff members are continuously reassessing residents to make certain that as each resident's needs and challenges change, Spring Village is ready to help the resident make the next transition in care. A resident care plan, which documents challenges and subsequent interventions provides the staff with a basis or a "road map" in the provision of resident care.*

Maple Ridge's actual approach to caring for [REDACTED] (as reflected in its decision to involuntarily discharge her) conflicts with its stated approach to resident care. It also must be noted that multiple concerns and complaints have been raised concerning Maple Ridge in the two years since its opening. Among the deficiencies cited by DAHL has been chronic staff shortages. Staff turnover has also been a chronic problem (which family members have described as tumultuous and not conducive to quality care). This is important when we consider the facility's claims that [REDACTED] is exceeding the level of care at Maple Ridge in light of Maple Ridge's responsibility to have sufficiently trained staff to work effectively with common problems that arise in a population of residents that includes [REDACTED].

After the May 23rd meeting [REDACTED] asked [REDACTED] PCP [REDACTED] to see her for an evaluation. [REDACTED] wanted to rule out any medical issue that might be contributing to her behavior, wanted medications to be evaluated and anything else that [REDACTED] deemed important. [REDACTED] then wrote a letter to Maple Ridge in support of **not discharging** her from their facility ([REDACTED] letter is attached to the appeal). In the letter [REDACTED] suggests strategies and suggestions for [REDACTED] going forward at Maple Ridge. Given Maple Ridge's own approach to resident care as stated above, it seems evident that [REDACTED] care plan has not fully explored the "challenges and subsequent interventions" that could make a positive difference for her.

Based on Maple Ridge's licensure, variance, and special care unit status, discharge should be the very last action taken by the facility and only after exhausting all other attempts to meet [REDACTED] needs.

For the reasons stated above, Maple Ridge's reasons for discharging [REDACTED] against her will are not supported. Maple Ridge should not be allowed to discharge [REDACTED] at this time.

Thank you for taking this appeal into consideration.

Respectfully,

Wendy Rowe

Wendy Rowe

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

Cc:

[REDACTED]

Sean Londergan, SLTCO
Clayton Clark, DAIL

Enclosures:

[REDACTED]

Discharge Notice