

[REDACTED]

[REDACTED]

To the Executive Director of Spring Village and other management :

I have been caring for [REDACTED] for more than ten years. She was diagnosed with [REDACTED]. She moved into Spring Village in [REDACTED]. I am writing to support an appeal to allow [REDACTED] to stay at Spring Village in Essex.

The family and I just received notification that [REDACTED] must find alternate housing. My understanding from Spring Village is that she has had worsening mobility and behavior issues which have created increased staffing needs. I also was told that there is a waiver in place through the state for her care needs but despite the waiver, she must relocate.

[REDACTED] is very content at Spring Village. She feels like it is her home and she is very attached to many of the caregivers. [REDACTED] live very close to the facility so they are able to visit quite frequently and feel very comfortable there. It is our feeling that it would be a tremendous hardship if [REDACTED] has to leave Spring Village at this time. She is still able to converse and knows her family well. She recognizes her caregivers and her surroundings.

She has had quite impaired mobility for several years and has been in a wheelchair for the past two years. Part of the reason [REDACTED] decided to move her to Spring Village was because he was unable to transfer her himself. She has had falls and difficulty transferring since before she arrived at Spring Village. I would like an opportunity to communicate more with physical therapy and observe transfers to see if it is possible to transfer her without the hooyer lift. Additionally she is more agitated in the morning and does better when allowed to stay in bed a bit later. At home she would often sleep through the morning quite happily.

I have also been informed that [REDACTED] can be inappropriate and difficult to manage at times, particularly during transfers and ADLs. I am certainly open to working on medication adjustment to see whether we can have her cooperate more with care. Her disinhibition is certainly part of her [REDACTED]. I would like to have her reconnect with the memory center as well to try and work on behavior issues. I just

increased her antidepressant dose but it will take time to see whether that will modify her behaviors. I would like to speak with staff to understand specifically what behaviors they are seeing that need modifying. I have not witnessed any of these behaviors during my visits with [REDACTED]. I last saw her on [REDACTED] at which time she was pleasant, cooperative and jovial. She was comfortably seated in her wheelchair and knew my full name. She was moving all extremities and was able to maneuver her wheelchair somewhat.

I feel very strongly that the Spring Village environment is excellent for [REDACTED] and her family. I feel that moving her will be extremely detrimental for [REDACTED] well being. I feel that we can improve her behaviors to allow her to work consistently well with the staff.

Sincerely,

[REDACTED]

██████████ has always been a very social person. Even though her ██████████ has progressed and impacted her memory she still recognizes many of her care givers and she knows all of her extended family. When we explored placing ██████████ Spring Village it was important to us that ██████████ would be in a place which she would have access to many social activities and be able to make the adjustment being away from home. We chose Spring Village with the assumption that staff would be equipped and trained to work with people who have dementia. Spring Village was very outspoken in their ability to care for her through end of life. Spring Village was also very accessible to many family members which helped her adjust to her living at Spring Village. To me and all of ██████████ family members her condition since she was placed there has not changed much, so it was a great shock to receive a discharge notice.

I feel that Spring Village has made a lot of promises they are not keeping and that they should work to fix the problems.

I feel that moving ██████████ at this time would be very disruptive and cruel to ██████████ at this stage of her disease.

██████████



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
- You present a threat to yourself, the welfare of the other residents and staff.

I reviewed the materials submitted in order 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. Because a Level of Care variance is in place for this resident addressing the specific needs you note in your letter of discharge, I find that the requirements for an involuntary discharge have not been met. As such, I will not allow this discharge to proceed.

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

Sincerely,

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

Suzanne Leavitt, RN MS, Division of Licensing and Protection

CC: Wendy Rowe, Long Term Care Ombudsman

Disability and Aging Services  
Licensing and Protection

Blind and Visually Impaired  
Vocational Rehabilitation



Greetings,

Thank you for your interest in Spring Village at Essex. We are excited to be announcing our new senior living community opening this summer. Specializing in affordable care for people with Alzheimer's, dementia and memory impairment, Spring Village at Essex is committed to providing Residents with a safe, supportive and loving home and an opportunity to "age in place".

Located in a lovely Vermont setting, our state-of-the-art community will capture you from the moment you walk through our doors. From an exquisite town square atmosphere to greet you, to the bright and fresh new suites, one will have a sense of being cared for with dignity and grace.

Having a serving heart is paramount in securing a position with us. The staff, carefully selected for Spring Village at Essex, is well experienced in memory care for seniors and are expected to uphold the strong principals and promises known as "Our Culture". These beliefs help set us apart from other senior communities.

Please take your time, review our packet of information which includes floor plans, pricing and other helpful information and know we're here to answer your questions and help guide you on the right decision for you or your loved ones.

With kind regards,

Carrie Shamel  
Director of Community Relations  
Gerontology Certified



## Fee Schedule

Our rates are based on your choice of accommodations and the level of care each resident requires.

### Memory Care Base Fee

Our base fee includes your choice of various styles of suites; three daily meals and nutritious snacks; housekeeping/laundry services; an enriching activity program, medication management, 24/7 nursing, transportation to appointments within 20 miles as well as to recreational events, and cable television.

- \* Companion Suite with shared bath \$5500
- \* Private Suite \$6500 (additional person fee \$2000 per month)
- \* Large Private Suite ~~\$7500~~ (additional person fee \$2000 per month)
- \* Two Room Suite ~~\$9500~~ (additional person fee \$2000 per month)

### Levels of Care

7,500

- Level One No additional fee
- Level Two \$ 500
- Level Three \$ 800

- Base rates are based on assistance with activities of daily living and assistance with cueing. Additional charges may apply for enhanced levels of care.

### Community Fee

\$3000

Paid prior to move-in by resident, excluding respite stays. This is a one-time only fee that covers the following:

- \* Admission room preparation
- \* Admission services - meetings with family, physicians, pharmacy coordination and discharging health centers
- \* Assessments - in-house medical records preparation
- \* Maintenance of common areas
- \* Discharge room preparation, covers cost of normal wear and tear



## OUR CULTURE

### PRINCIPLES

Enhance the quality of life for the seniors we serve through teamwork and unity

Empower our leaders to facilitate resident and employee based decision making

Actively recruit and retain talent with "serving hearts"

Encourage the commitment of employee ownership and individuality in each community

Establish processes for each community to be financially healthy and operationally sound

These guiding principles are practiced in all of our affairs

### PROMISES

We promise growth, opportunity and choice

We promise a safe and spiritually nurturing community of integrity

We promise compassion and respect for staff, resident, and family

We promise to foster confidence and pride

We promise (flexibility,) security and stability

We promise strong, healthy and happy communities

*A WoodBine Senior Living Community*



A WOODBINE SENIOR LIVING COMMUNITY



They take the  
they 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 Interstate 89, and is adjacent to The Essex Culinary Resort



"From the start  
I never had an  
institutional feel...  
It's her new home."  
- Bob, Senior Village  
at Foxhall Villa

### Memory Care Includes:

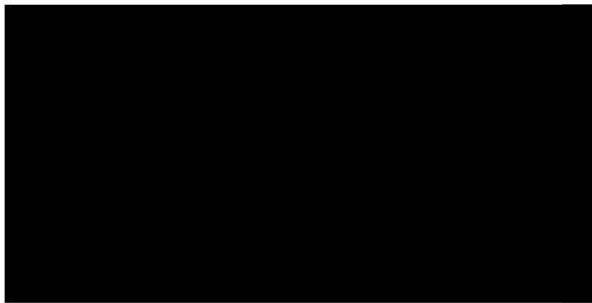
- Individual plans of care
- Large sunny shared or private suites
- Staff experienced in memory care, with ongoing in-service education
- Medication and continence management
- 24-hour safety monitoring
- Nurturing environment to promote independence
- Physical, occupational and speech therapy available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





## Residency Agreement



November 10, 2016

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

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

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

**RESIDENT**

\_\_\_\_\_  
Signature

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

**RESPONSIBLE PARTY**



**SECOND RESIDENT (if applicable)**

\_\_\_\_\_  
Signature

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

**RESPONSIBLE PARTY**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

*Joanne Bowley*      Joanne Bowley  
\_\_\_\_\_  
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. [REDACTED]

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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.

[REDACTED]

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 (1<sup>st</sup>) calendar day of each month.

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

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

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

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.

[REDACTED]

## ARTICLE IV

### Term and Termination

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

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

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

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

### C. Involuntary discharge or transfer

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



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

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

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

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

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

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

- iv. When ordered or permitted by the Court.

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

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

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

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

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

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

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

G. Refunds.

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

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

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

ARTICLE V

Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### Services Available to Residents at the Community

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

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

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

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

### PROGRAMS AND SERVICES

#### MEMORY CARE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### LEVEL TWO

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

LEVEL THREE - CONTINENCE CARE

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

RESPITE CARE

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

EXHIBIT 1

YOUR SUITE AND FEES

Name of Resident: [REDACTED]

Suite# [REDACTED]

Occupancy Date: [REDACTED]

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

[REDACTED]

Total Monthly Fee:

Community Fee

Effective Date [REDACTED]

Community: [REDACTED] Resident#: [REDACTED]

[REDACTED]

N.A.

**EXHIBIT 1-A**

**SECOND RESIDENT'S FEES**

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

Occupant \_\_\_\_\_

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 [REDACTED] of the Long Term Care Ombudsman, State Licensure [REDACTED] enforcement agency, and Woodbine Senior Living (Management Company) shall be posted in large print in a conspicuous and public place.

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

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

**State Licensing Authority**

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

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

**Ombudsman**

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

**Vermont Protection and Advocacy**

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

**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 residents 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 t 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.

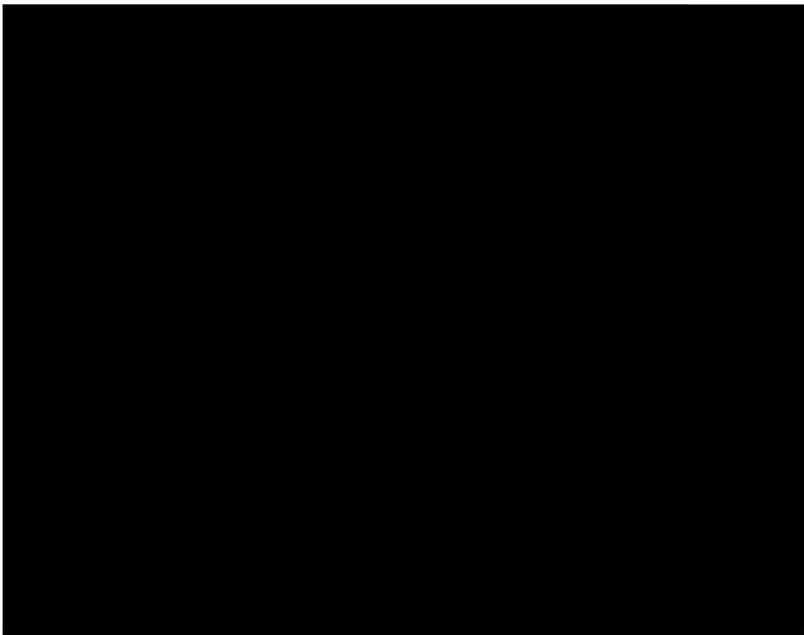
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17. ACCS residents have the right to be away from the home for voluntary leaves of more than 24 hours, unless a legally appointed guardian directs the home otherwise. ACCs residents have the right to make decisions about such voluntary leaves without 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:



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 back 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.

Joanne Bowley  
Signature

Executive Director  
Title

RESPONSIBLE PARTY:

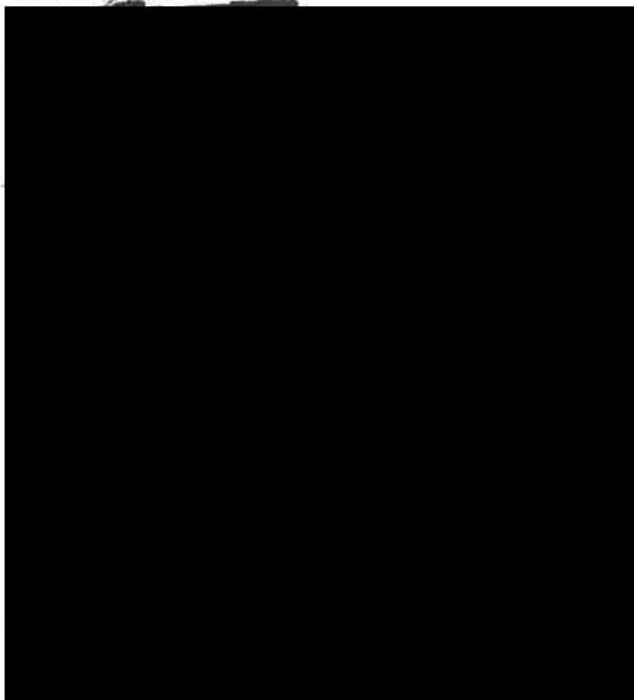


EXHIBIT 5

**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 [REDACTED]

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

- A. In the event that [REDACTED] the condition of the Resident makes such assistance necessary or [REDACTED] 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.

[REDACTED]

Dear,

By way of perspective, [REDACTED] was a resident of Spring Village at Essex (SV). It is a memory care facility located next to the Inn at Essex. It is aesthetically a beautiful facility that opened late in 2016.

**The facility recently had a change in its management company and is now known as Maple Ridge Memory Center.** Residents likely suffer from several different forms of dementia... much of it undoubtedly Alzheimer's related ... a 100% fatal illness. This is just an awful disease on a variety of levels.

[REDACTED] moved to the facility in Dec. 2016 and recently passed away there. When she moved in to SV, I rented an apartment five minutes away. I visited her multiple times each day. The frequency of my visits provided me an excellent opportunity to get a sense of what was occurring there.

**The actual care providers are kind, caring, and compassionate individuals who seem to truly care a great deal about the residents. The dedication to the residents is amazing at times in terms of working some incredibly long hours under difficult circumstances. I have a huge amount of respect for them.**

Unfortunately, there is another side to Spring Village involving unkept promises. I believe there is an extremely sad story that needs to be shared with your readers.

The focus of this letter is not to criticize per se the broken promises made by SV management but to carefully and factually point them out. Pledges (both oral and in written brochures) concerning its residents being able to age in place and receive end of life care are not being kept. Individuals with late stage dementia either have been or potentially may be asked to leave despite the promises. As other residents' health inevitably decline in the coming months/years as a result of their illness, will they be asked to leave as well???

I know the high quality of your investigative journalism. Please forgive me for suggesting some questions that might provide the basis for an "interesting" interview with the current Executive Director, Katy Lemery, at the facility formerly known as Spring Village. I know the answers to most but not all of the questions that I have posed. (This situation has obviously bothered me a great deal.) I suspect that if you pursue this story that you will have many more questions.

- 1) Were oral promises ever made to residents that they could age in place and the facility would provide end of life care?
- 2) Was that age in place/end of life care reference also made in written brochures that were given to prospective residents?
- 3) Have you told individuals that those promises should never had been made and, in fact, would not be kept? In the last three months, how many individuals have been involuntarily transferred from your facility, or have been asked to leave but are still there, or have been granted a waiver which may be temporary or are at risk in the next several months of being asked to leave?
- 4) If true, what is the basis for breaking your word on something so critical?
- 5) Wasn't the philosophy of Gloria Brock, co-owner of Woodbine, the company that first managed Spring Village, this: "We want residents to be able to age in place, and we will provide end of life care."
- 6) Isn't it considered medically inappropriate to move Alzheimer's patients after they have settled in to their new surroundings?
- 7) How have families and residents reacted to this change in philosophy? Have all resident family members that currently call Spring Village/Maple Ridge home been informed of this new philosophy?
- 8) Under certain circumstance, it is understood that a waiver may be granted by the "powers to be" for residents who may be asked to leave. What is the nature of this process, how arduous is it for families go through this process, and is there a specific limit in terms of the absolute number of waivers that can be granted?
- 9) Were residents ever accepted who should not have been? Was your Director of Nursing ever over ridden if she did not feel a resident should have been accepted by higher ups in the organization?
- 10) Have other options (such as the model used by the Arbors in Shelburne) to retain a resident been carefully examined by your current owner, Kayne Anderson? If not, why not? (BRB note---A portion of the Arbors is considered

residential care which is similar to SV and a portion of the Arbors is skilled nursing. SV does not have the nursing unit. It is my understanding that in the last ten years only one resident was not able to pass at the Arbors. That individual passed in the hospital.)

11) How did a facility such as Spring Village/Maple Ridge specializing in the care of Alzheimer's patients get an operating license and is now in the position that you are now asking some residents to leave? Couldn't you have envisioned a scenario of not receiving a waiver or having several individuals simultaneously dealing with the latter stages of this illness...and the state not granting multiples waivers thereby forcing a resident to leave? Did you have a contingency plan in place to deal with this possibility?

12) Based on what is occurring, do you anticipate longer term that other current residents may be at risk of having to be asked to leave SV, because you will not keep your promise of age in/place and end of life care?

13) Why has your turn over rate of staff been so high? (Currently, the facility is on its fourth Executive Director, fifth Director of Nursing, and has experienced a huge turn-over of care providers?)

14) Has your staff ever expressed concern by the level and adequacy of staffing? Has staff ever quit because of staffing considerations?

15) Was a promise ever made that if shortage of staffing became an issue that Spring Village would temporarily supplement staff from outside agencies? Was staffing an issue/concern in August/September 2017 and more recently this past spring? Has it been suggested that if a second care giver is required to assist a resident for toileting, bathing, etc. that this might lead to the resident being asked to leave?

16) Has it ever been suggested that a resident might be able to stay if their family hires their own caregiver (in effect to supplement the facility's staff) and pay for that individual out of their own pocket? This would be in addition to the thousands of dollars they may be already paying Maple Ridge.

17) Don't you already have a tiered pricing system whereby higher need individuals pay for the incremental care?

18) What level of staffing will your new management companies provide to existing residents for the three shifts at SV?

19) Are they willing to put this in writing?

20) Why do you think you have had as many investigations of SV by the State as you have had? Is it fair to say that SV did not fully understand what the State of Vermont regulators expected from management in terms of operating SV?

## **Background**

The Licensing and Protection Division of the State of Vermont has conducted numerous investigations of Spring Village. These are reported publicly on its website. There have been additional visits to SV since late last year that have not yet been publicly reported. (link provided on page 11)

Separately, the Vermont Attorney General's office has been notified about what has been occurring at Spring Village. It is impossible to know how the AG's office may look at this and what action, if any, may be taken by that organization in the future.

Spring Village was built by Black Rock Construction and then sold to a company called Sentio, which was 60% owned and controlled by Kohlberg Kravis, and Roberts (KKR), a large New York based investment firm. The facility was managed by a company called Woodbine Senior Living. Woodbine managed other senior living communities such as SV and had experience managing facilities which cared for Alzheimer's/dementia residents. In effect, it certainly appeared to be a credible operator of memory care facilities.

Last spring, KKR announced the expected sale of Spring Village and its other health care properties to a firm called Kayne Anderson, another large privately-owned investment firm located in Florida. The sale was consummated several months later. Woodbine continued to manage Spring Village.

**It was recently announced that two new management companies (Hallkeen Assisted Living and Northbridge Advisory Services--each Massachusetts based firms) would assume management responsibilities at Spring Village effective June 1. The facility would no longer be called Spring Village...it would be called Maple Ridge Memory Center.**



Before we came to SV, we had extensive conversations with Spring Village in terms of what it would or could provide for care. Given that [REDACTED], I knew that this was a highly critical conversation, because I expected that she would eventually pass away there. My family and I were told that she could age in place at Spring Village and receive end of life care. And that occurred...but not without substantial concern.

The promises of aging in place and end of life care were made, we believe, to many other resident families as well. There was even a Spring Village brochure touting this. (please see attachment---page15)

There were several occasions due to additional medical problems that my wife experienced I had at least two more conversations with SV management about their ability to provide end of life care. There were assurances by the then Director of Nursing, the then Executive Director, and other staff that aging in place and end of life care was a philosophy that remained firmly in place. In fact, it was something, I was told, that the co-owner (Gloria Brock) of Woodbine felt very strongly about. Furthermore, I was told... "It is something that I did not need to worry about."

A couple of weeks before [REDACTED] passed, I learned that underlying philosophy was seriously in question.

I spoke to the current Executive Director, Katy Lemery, who told me: "That was a promise that never should have been made." My understanding is that Spring Village has specifically backed away from this pledge...and has indicated that this is a promise that will not be kept.

I and others came to SV trusting in what we had been told by management and affirmed in its brochure.

### **Why is this important???**

As indicated, it is understood that some of the higher care need residents have been recently asked or may be asked to leave. Moving late stage dementia residents is considered to be medically inadvisable, because it may speed the decline of the individual. It may add to their confusion and possible agitation. These residents have bonded with their caregivers and other residents. I know this first hand. **To ask these residents to move at this late stage of their illness from what has become their home strikes me as cruel, callous, and morally wrong.**

### **What happened to have such a change???**

I have no doubt that your publication can get to the bottom of this. Conversations with Katy Lemery, the Executive Director of Maple Ridge Memory Center, and Pamela Cota who heads Licensing and Protection for the State of Vermont could be helpful.

I will try to offer some perspective from the vantage point of a family member.

Spring Village is considered to be a Level 3 facility. I believe it is termed a Residential Care Home. The regs that govern it were promulgated in 2000 and are likely considered to be somewhat outdated. I have not seen the specific operating license that SV obtained. I do not know if the new management teams or the current owner will seek to amend the license in any way.

SV's operating license permits it to care for these individuals. It is understood that these residential care facilities are required by regulation not to accept or retain any individual that qualifies for nursing home care without a variance. (see pages 13-14 for waiver details) There are apparently limits on the number of waivers that can be granted. (I do not know specifics as to how this may be determined). It is further understood from the State that these facilities are never forced to apply for variances. This is a decision that the resident and his/her family, the doctor, nurse and the facility itself need to make on their own depending on what the care needs of the individual are and the ability to meet those needs. **The State has told me that it does not nor did not dictate to Spring Village (now Maple Ridge) who SV is going to discharge. It appears to be strictly a decision made by SV.**

As the care needs of other residents with Alzheimer's/dementia increase, it is not hard to imagine ...based on what is occurring... that management will likely say or imply...these needs go beyond what we are licensed to provide. Sorry--- you are going to need to leave.

**How a license could be granted for this type of facility recognizing that you are dealing with a fatal illness...and not take into consideration the increasing care needs of the resident... is unclear.**

**As one thinks about this, there has to be concern that at some point each and every resident is vulnerable in being "evicted" from the facility. The term may be involuntary transfer...it is more like eviction since they are being forced to leave their home.**

There is an appeals process for these evictions (pages 11-13) that one can use. I have attached the regs for that at the end of this letter. I believe that it is a fairly demanding process for a stressed family to deal with. I have no idea in terms of the percentage of success that one may have. A facility can also request a waiver...again hard to know the likely outcome.

I understand that it has been suggested as a possible condition of staying that a resident provide and pay for their own caregiver. So... a resident may not only be paying a monthly fee of thousands of dollars to Spring Village plus an incremental monthly charge for additional care ...but then to pay for an additional caregiver that the resident's family may have to independently hire... this seems a bit unusual.

**One final note...**

Management will perhaps say that the Residency Agreement cites the following conditions for an involuntary discharge. And it does. This is pretty standard language in these agreements.

I had tried to get management to tighten up the wording on a number of paragraphs in the agreement including what constituted the various levels of care and related charges for the increased care. They would not make any changes.

**Conditions for involuntary Discharges and Transfers from Spring Village at Essex:**

- 1) "The resident's care needs exceed those Spring Village is licensed or approved through a variance;
- 2) Spring Village at Essex is unable to meet the resident's assessed needs."

This was a concern of mine from the very beginning. I questioned then extensively under what circumstances that a resident might be asked to leave.

**The message to me, which was forcefully and consistently reiterated was:**

**" 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."**

**I believed and trusted in those assurances...orally and in writing... during a difficult time. Am I or other resident family members foolish for believing in these promises??? Setting aside the promises of end of life care, as a facility that supposedly specializes in caring for Alzheimer's patients to accept these residents knowing full well there will be a progression of the illness...and then when progression occurs and their health needs increase... to force them to leave...it is absolutely mind boggling.**

Spring Village describes its culture this way:

"Personalization drives every action and decision at Spring Village at Essex. We create a home-like setting and treat every resident like a cherished family member. We get to know their likes and dislikes so we can adjust their care plan accordingly. The building and grounds are laid out like a small Vermont village. This is part of our commitment to avoid a cookie-cutter experience for those who live here, work here or visit our community.

It then promises to treat its staff, resident and family with compassion.

**Evicting a resident is not my idea of compassion for a cherished family member.**

I strongly suspect that there are ways that this situation can be remedied if the owners, Kayne Anderson, chose to do so. It does not appear that this is the case.

As indicated, [REDACTED] passed at Spring Village. [REDACTED] health declined rapidly, but I was concerned several weeks prior to her passing that given her increased care needs that she too could potentially be asked to leave. And close to the time of her passing...I was concerned about the adequacy of staffing at Spring Village

### Staffing

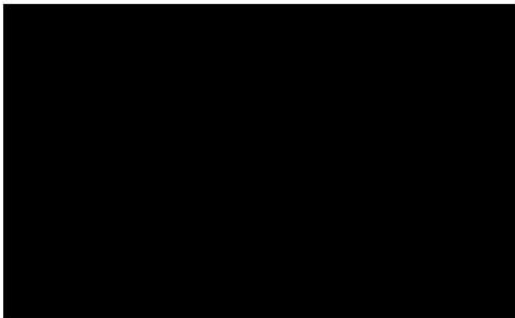
- 1) In late August 2017, it was clear that Spring Village was materially understaffed relative to the number of residents and the care needs of those individuals. One evening there was one caregiver attempting to serve dinner to 15 residents in the Junction dining room. We had been told that at time of entering SV, the staffing ratio would be one caregiver for every 4 to six residents. This was not an isolated event. That evening, I assisted that one individual care for my wife. Because my wife could neither walk nor stand at the time, I lifted her on to a commode for the next several days. Other families were concerned with staffing levels for their loved ones as well.
- 2) There were several management changes that subsequently occurred. During the next several months. Woodbine Management, the company which was managing Spring Village, brought in one of its most experienced people to "right the ship." Gloria Brock, co-owner of Woodbine, came and addressed a large group of resident family members. She promised that if there were ever staff shortages again similar to what was experienced in August and September that Woodbine would secure additional staffing from either TLC or Armistead.
- 3) Fast forward to this past Spring. A similar situation developed as a number of care providers were on vacation at the same time. Exacerbating this situation was two staff members were out on scheduled surgeries and a highly senior staff member took unexpectedly ill. Further complicating the situation several other care givers either resigned or were terminated. You could see the staffing problem developing well in advance. No one familiar with the SV situation begrudged the time off. One LPN shared with me in tears that she was leaving because of the shortage of staff. I subsequently learned that she was fearful of being personally sued or professionally tarnished if an unfortunate event involving a resident at Spring Village were to occur. I am aware that she was not the only care provider to resign because of staffing considerations. Contrary to the earlier promise, there was a notable shortage of staff. I was told that one reason that management did not supplement its staff via a TLC or Armistead was because it was costly to do so. I and others

were concerned and actually worried on a daily basis as to who was (or was not) going to be there. Existing staff stepped up to meet this urgent need and worked many additional hours to do so. **I know they were exhausted at times. I am truly grateful for their dedication.**

- 4) One has to wonder under the circumstances was the quality of care for existing residents affected??? I felt that I needed to help provide care for my wife at times because of this shortage of staff. I certainly knew that it helped the existing staff and was also beneficial to my wife. But...I also knew it needed to be done.
- 5) At the time of [REDACTED] passing, I wondered seriously about the adequacy of staffing and the skills/experience of those who might be caring for her. This is no way a criticism of the staff who cared for her. They were incredibly caring. Rather, it is a concern directed toward the management of Spring Village. It could readily be seen that a serious staffing issue was developing and many of the staff were gone. Management placed its staff in a highly difficult position and did not honor its pledge to supplement its staffing requirements from outside sources.  
[REDACTED]
- 6) **Because of my concerns with adequacy of staffing and in consultation with [REDACTED] hospice caseworker, we started to make arrangements to transfer her to Vermont Respite House. While there, I received a call from the caseworker to return to Spring Village asap. I was told by the hospice nurse it was too late to move her. I knew that [REDACTED] was dying. It was an awful set of circumstances that simultaneously occurred. It was and still is extraordinarily painful to me.**
- 7) There were times that I went to visit [REDACTED] at Spring Village but staff did not know where she was. This was not their fault...they were caring for other residents. We would hunt for her and eventually find her in another room. The design and layout of the facility while beautiful was confusing not only to its residents but to families and outside medical personnel from the VNA, from area doctors' offices, etc.
- 8) Separately, I am puzzled how a facility such as Spring Village could have been built without all of the exits being handicapped accessible. If there were ever a fire at night and the fire suppression system did not work and given the limited staffing, the focus would be...How did such a terrible tragedy occur???

My intent is not to find fault but to understand how Spring Village got so badly off track. I wish that I was not having to be the advocate for those who may have no voice and may not realize what unexpected fate may lie ahead for them. I am grieving the loss of [REDACTED] But I know that she would urge me to do what needs to be done...and that is to share this untold story.

Thank you.



PS---Please forgive the length of this letter. I have tried to be as factually accurate as possible and provide substance to what occurred. [REDACTED] suffered a great deal as a result of multiple illnesses. That combined with staffing considerations and the eviction concerns made for just a terrible set of events. Fortunately, we met some wonderful people on this difficult journey....and for that I am so grateful.

- 1) This is the link to the numerous investigations conducted by the Licensing and Protection Division of Spring Village**

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

**(in the search box put Spring Village at Essex)**

- 2) This is the link for the Vermont regulations on residential care facilities.  
As you will see, it has been a while since they have been updated/**

[http://dail.vermont.gov/sites/dail/files/documents/Res\\_Care\\_Hom\\_Licensing\\_Regulations\\_2000.pdf](http://dail.vermont.gov/sites/dail/files/documents/Res_Care_Hom_Licensing_Regulations_2000.pdf)

( paste this into your web browser)

**3) Here is the section on Appeals from the Vermont Residential Care Home Licensing Regulations 5.3.a (3):**

A resident has the right to appeal the decision by the home 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 an appeal, the administrator must 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. Note from Wendy: the Appeals notice should provide contact information for the LTC Ombudsman program, Vermont Protection and Advocacy Inc or the Vermont Senior Citizen's Law Project should a resident or family member want help with the appeal.

iii. Both the home and the resident shall provide all the materials deemed relevant to the 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 orally if unable to submit in writing. Copies of all materials 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 receipt of the notice of appeal. Note from XXX: this is Suzanne Leavitt.

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 include information on how to do so.

vi. The resident or 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 evidentiary hearing in accordance with 3 V.S.A. §3091.

Here is the section from the regulations on Variances:

### III. Variances

3.1. Variances from these regulations may be granted upon a determination by the licensing agency that:



3.1.a Strict compliance would impose a substantial hardship on the licensee or the resident; and

3.1.b The licensee will otherwise meet the goal of the statutory provision or rule; and

3.1.c A variance will not result in less protection of the health, safety and welfare of the residents.

3.2 A variance shall not be granted from a statute or regulation pertaining to residents' rights.

3.3 A home requesting a variance must contact the licensing agency in writing describing how the variance request meets the criteria in 3.1 above.

**3.4 Variances are subject to review and termination at any time.**

3.5 A request for a variance from section 5.1.a to retain or admit a resident whose needs exceed that for which the home is licensed to provide must include:

3.5.a A current assessment, with a description of the resident's care needs and how the home will meet those needs;

3.5.b A written statement from the resident or the resident's legal representative stating the resident's fully informed choice to remain in the home; and that they have been informed the resident will have to leave if the variance is terminated.

3.5.c A written statement from the resident's physician giving the resident's prognosis and recommending retention at or admission to the home.

**Please see attached Brochure from Spring Village on the next page.**

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

---

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: A few questions for you  
**Date:** [REDACTED]

---

Jamie:

Sounds good and thank you very much for taking the time to meet with us.

Sean

---

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

**Sent:** [REDACTED]

**To:** Sean Londergan <SLondergan@vtlegalaid.org>

**Subject:** Re: A few questions for you

Sean,

I just wanted to thank you and Wendy again for meeting yesterday. I'm going to digest the information and materials you provided me and will circle back in the next couple of weeks to continue discussing Spring Village. Thanks for sharing your concerns, on that front.

-Jamie

On [REDACTED], Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)> wrote:

Ok.

See you then.

---

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

**Sent:** [REDACTED]

**To:** Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)>

**Subject:** RE: A few questions for you

Thanks. It's a 5 min drive from the senior center to you, so I'll be there around 1:40.

Talk to you soon.

-Jamie

---

**From:** Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)>

**Sent:** [REDACTED]

**To:** Renner, Jamie <[Jamie.Renner@vermont.gov](mailto:Jamie.Renner@vermont.gov)>

**Subject:** RE: A few questions for you

Jamie:

I can meet after your meeting at the Senior Center.

To provide some context I have attached 2 documents:

1. Statement of Deficiencies (date August 30, 2017). This provides a look into some of the issues that were occurring at the residential care facility (Spring Village) last summer. Problems (discovered/cited by DAIL) include a facility admissions process whereby staff (Memory Care Director) were not getting input from medical staff pre-admission (the result being that the facility was unable to demonstrate that it was not accepting individuals as residents who required nursing home level of care).
2. A description (provided by Spring Village) of services and programs provided by Spring Village through its memory care program/unit (see page 1 where in the

facility's statement outlining its philosophy states "As such, Spring Village is able to provide care from the beginning of one's memory care journey to the end.") Hopefully, the documents help some. Promises were made verbally, as I understand it. I think that it is fair to say that Spring Village has not communicated well with residents and family members. I appreciate you talking the time to try and understand this matter.  
Sean

---

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

**Sent:** [REDACTED]

**To:** Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)>

**Subject:** RE: A few questions for you

Sean,

I would be interested to discuss this further. Do you have time to talk next week? I'll be at the Champlain Senior Ctr. from 12-130 on Tues. Could you meet after that? I'd be happy to swing by your office, if you were around. In advance of our meeting, it would be helpful to understand better where/how these alleged promises were made. Were they in writing? Could I see copies of any relevant writings?

-Jamie

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**From:** Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)>

**Sent:** [REDACTED]

**To:** Renner, Jamie <[Jamie.Renner@vermont.gov](mailto:Jamie.Renner@vermont.gov)>

**Subject:** A few questions for you

Hello Jamie:

I hope all is well.

When we met last week (I think it was last week), I mention a matter involving an [REDACTED] was a resident at a residential care home.

I mentioned this situation because the man felt as though the residential care home made promises to him about [REDACTED] being able to age in place and being able to stay at the facility for the rest of her life. The man does not feel as though the facility kept its promises made.

He feels very strongly that his experience with the facility was not right.

In addition, he believes that his ([REDACTED]) experience with the facility is not unique.

In fact, the Vermont Ombudsman Project has recently begun to receive complaints from other families from the same facility who describe similar circumstances – a family is told prior to admission that their loved ones can age in place, but now for reasons that don't make sense given what was said and promised prior to admission, the family is being told that their family member is being discharged because the facility can no longer meet the care needs of the resident.

The elderly man asked my office for attorneys in Vermont who work with families who have experiences like his with a long-term care facility.

I would not be able to provide him with a list of attorneys – but I was going to recommend that he could make a complaint to the AG's office.

Do you think that would be appropriate?

Or do you know of a more appropriate place he could reach out to?

Would you want to talk to him?

If you did want to talk to him, the VOP (myself and the ombudsman who is working with families at the facility) could be part of the call, if that would be helpful. But if not helpful, that is fine.

Let me know your thoughts, when you are able.

Or if you would like to discuss further, just let me know.

Thank you very much.

Sean

Sean Londergan

State Long Term Care Ombudsman

Long Term Care Ombudsman Project

Vermont Legal Aid

264 North Winooski Avenue

Burlington, VT 05401

[slondergan@vtlegalaid.org](mailto:slondergan@vtlegalaid.org)

800-899-2047

802-383-2227

**From:** [Renner, Jamie](#)  
**To:** [Sean Londergan](#)  
**Subject:** Re: A few questions for you  
**Date:** [REDACTED]

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**From:** [Renner, Jamie](#)  
**To:** [Renner, Jamie](#)  
**Subject:** Re: A few questions for you  
**Date:** [REDACTED]

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Sean,

I just wanted to thank you and Wendy again for meeting yesterday. I'm going to digest the information and materials you provided me (re Spring Village) and then will get back to you (likely in the next week or two) with any follow up questions and to discuss potential next steps.

-Jamie

On [REDACTED], Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)> wrote:

Ok.

See you then.

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

**Sent:** [REDACTED]

**To:** Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)>

**Subject:** RE: A few questions for you

Thanks. It's a 5 min drive from the senior center to you, so I'll be there around 1:40.

Talk to you soon.

-Jamie

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**From:** Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)>

**Sent:** [REDACTED]

**To:** Renner, Jamie <[Jamie.Renner@vermont.gov](mailto:Jamie.Renner@vermont.gov)>

**Subject:** RE: A few questions for you

Jamie:

I can meet after your meeting at the Senior Center.

To provide some context I have attached 2 documents:

1. Statement of Deficiencies (date August 30, 2017). This provides a look into some of the issues that were occurring at the residential care facility (Spring Village) last summer. Problems (discovered/cited by DAIL) include a facility admissions process whereby staff (Memory Care Director) were not getting input from medical staff pre-admission (the result being that the facility was unable to demonstrate that it was not accepting individuals as residents who required nursing home level of care).
2. A description (provided by Spring Village) of services and programs provided by Spring Village through its memory care program/unit (see page 1 where in the facility's statement outlining its philosophy states "*As such, Spring Village is able to provide care from the beginning of one's memory care journey to the end.*")

Hopefully, the documents help some. Promises were made verbally, as I understand it.

I think that it is fair to say that Spring Village has not communicated well with residents and family members.

I appreciate you talking the time to try and understand this matter.

Sean

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

**Sent:** [REDACTED]

**To:** Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)>

**Subject:** RE: A few questions for you

Sean,

I would be interested to discuss this further. Do you have time to talk next week? I'll be at the Champlain Senior Ctr. from 12-130 on Tues. Could you meet after that? I'd be happy to swing by your office, if you were around. In advance of our meeting, it would be helpful to understand better where/how these alleged promises were made. Were they in writing? Could I see copies of any relevant writings?

-Jamie

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**From:** Sean Londergan <[SLondergan@vtlegalaid.org](mailto:SLondergan@vtlegalaid.org)>

**Sent:** [REDACTED]

**To:** Renner, Jamie <[Jamie.Renner@vermont.gov](mailto:Jamie.Renner@vermont.gov)>

**Subject:** A few questions for you

Hello Jamie:

I hope all is well.

When we met last week (I think it was last week), I mention a matter involving an elderly man [REDACTED] was a resident at a residential care home.

I mentioned this situation because the man felt as though the residential care home made promises to him about [REDACTED] being able to age in place and being able to stay at the facility for the rest of her life. The man does not feel as though the facility kept its promises made.

He feels very strongly that his experience with the facility was not right.

In addition, he believes that his ([REDACTED]) experience with the facility is not unique.

In fact, the Vermont Ombudsman Project has recently begun to receive complaints from other families from the same facility who describe similar circumstances – a family is told prior to admission that their loved ones can age in place, but now for reasons that don't make sense given what was said and promised prior to admission, the family is being told that their family member is being discharged because the facility can no longer meet the care needs of the resident.

The elderly man asked my office for attorneys in Vermont who work with families who have experiences like his with a long-term care facility.

I would not be able to provide him with a list of attorneys – but I was going to recommend that he could make a complaint to the AG's office.

Do you think that would be appropriate?

Or do you know of a more appropriate place he could reach out to?

Would you want to talk to him?

If you did want to talk to him, the VOP (myself and the ombudsman who is working with families at the facility) could be part of the call, if that would be helpful. But if not helpful, that is fine.

Let me know your thoughts, when you are able.

Or if you would like to discuss further, just let me know.

Thank you very much.

Sean  
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Long Term Care Ombudsman Project  
Vermont Legal Aid  
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