



## RESIDENCY AGREEMENT

This Agreement ("Agreement") dated July 29, 2022 is made by and between Brookdale Senior Living Communities, Inc. (the "Company," "us," "we" or "our") -- and Margaret Rose Bishop ("Resident," "you" or "your").

We operate the community, Brookdale Delta MC (MI), located at 7235 Delta Commerce Drive, Lansing, MI 489171067 (the "Community") which is licensed by the State of Michigan as a/an Home for the Aged and residency in the Community has been requested by you or on your behalf. The terms and conditions of this Agreement are as follows:

### I. SERVICES AND ACCOMMODATIONS.

A. **BASIC SERVICES.** We will provide you with the following Basic Services, which are included in the Basic Service Rate, subject to the terms of this Agreement:

- ◆ **Accommodations** – You have elected to live in the Suite described in Exhibit A. You are also entitled to use and enjoy with all other residents the common areas of the Community. You are to provide your own furnishings and personal property; however, we reserve the right to limit the number and type of furnishings/small appliances. You agree that you are responsible for the maintenance and repair of any personal belongings you bring to the Community.
- ◆ **Dining Services** – We will furnish three meals daily. Snacks are available 24 hours a day.
- ◆ **Utility Service** – Unless otherwise noted in the Addendum to the Residency Agreement, the cost of gas, electric, heat, air conditioning water, basic cable, satellite or comparable television service is included. You are responsible for paying any other utility charges including, but not limited to, telephone, internet or premium cable charges.
- ◆ **Housekeeping Service** – Unless otherwise noted in the Addendum to the Residency Agreement, we will provide light housekeeping once a week.
- ◆ **Laundry and Linen Service** – We will launder your personal belongings and bed linens as set forth in the Addendum to the Residency Agreement.
- ◆ **Activities Program** – We will provide planned social and recreational programs.
- ◆ **Parking** - Each Suite (whether occupied by one or two Residents) will have access to shared and uncovered parking spaces. Covered parking may be available as set forth in the Addendum to the Residency Agreement.
- ◆ **Transportation** – We will make available scheduled routine transportation services as described in the Addendum to the Residency Agreement.
- ◆ **Staffing 24 hours a day** – Associates are available 24 hours a day, seven days a week.
- ◆ **Protection** – The Community will take reasonable action to ensure the health, safety, and well-being of a resident as indicated in the resident's personal service plan, including protection from physical harm, humiliation, intimidation, and social, moral and financial, and personal exploitation while on the premises, while under the supervision of the

Community or an agent or employee of the home, or when the resident's Personal Service Plan states that the resident needs continuous supervision.

- ◆ **Wellness Assessments** – We will provide limited periodic wellness assessments to help you monitor your physical health.

We will provide thirty (30) days written notice of any change in Basic Services.

- B. **PERSONAL SERVICE PLAN.** Prior to moving in and periodically throughout your residency, we will use a personal service assessment to determine the personal services you require. The personal service assessment will be used to develop your Personal Service Plan. The results of the assessment and the cost of providing the additional personal services (the "Personal Service Rate") will be shared with you. Your initial Personal Service Rate is set forth in Exhibit A. The Community will provide room, board, protection, supervision and personal care consistent with your Personal Service Plan. The personal services you received will be periodically assessed, but no less than annually, throughout your residency.
- C. **AVAILABLE SELECT AND THERAPEUTIC SERVICES.** Select Services and Therapeutic Services are available to you at your request. Such additional services are not included in the Basic Service Rate or the Personal Service Rate. Where available, such services may include, but are not limited to guest meals, transportation beyond that which is included in the Basic Service Rate, transportation escort services, enhanced cable television, special events or certain clinical services. The available Select Services and Therapeutic Services as well as the associated prices are found on Exhibit X and Exhibit Y to this Agreement.
- D. **SERVICES NOT COVERED BY RESIDENCY AGREEMENT.** In addition to any Select or Therapeutic Services you may receive, in some circumstances, you may need the services of other third party providers in order to continue to safely remain at the Community. An outside agency or individual will be permitted to provide these services or any related personal services only if we have given prior approval.

You are responsible for obtaining and paying for all third party provider services, whether provided by Company affiliates, our subcontractors, third party health care and medical providers, or others. These services may include, but are not limited to, pharmacy, therapy, podiatry, dentistry, ophthalmology, home health, hospice, private companion, beauty/barber or other health care services. These third party provider services are not included in the Basic Service Rate, Personal Service Rate or rates for Select Services and Therapeutic Services. Fees for such services will be billed to you directly by the third party service provider, unless otherwise agreed to by the parties. All third party service providers (including, but not limited to, health care service providers) must agree to adhere to our standards for outside providers prior to being permitted to provide services in the Community.

You may not hire our current associates to provide services in the Community. You may contract with former associates to perform any services at the Community only with our consent. We reserve the right to refuse entry to (1) former associates; (2) persons whose actions may be disruptive to the Community; or (3) persons whose actions may threaten the safety of any resident or associate.

## II. YOUR RESPONSIBILITIES AND REPRESENTATIONS.

- A. CARE OF SUITE.** You agree that the Community and the Suite are in satisfactory, habitable condition and we have made no promise to decorate, alter or improve the Community or Suite unless otherwise provided in writing and attached as part of this Agreement. You agree to maintain the Suite and to leave the Suite upon termination of this Agreement in good condition, except for normal wear and tear. You agree to pay all damages, beyond normal wear and tear, which you (including your agent, employee, contractor, or other invitee) cause to our property. The Community may invoice you for the cost of such repairs.
- B. ALTERATIONS.** You may make reasonable alterations, additions or modifications to your Suite whether based on a disability or not, provided that: (1) you obtain prior approval from the Executive Director to make the specific alterations, additions, or modifications; (2) you contract for these changes prior to beginning alterations directly with us or with a contractor approved by us; and (3) you assume sole financial responsibility for these changes. All such changes must be in compliance with applicable safety and government codes and regulations. If you have a disability and need a reasonable modification (a structural change to afford you equal opportunity to use and enjoy your home), please contact the Executive Director and he/she will review our Reasonable Accommodation/Modification Request process with you. The cost of any alterations made by you shall be paid by you unless otherwise agreed to in writing. You agree that you will bear the cost of restoring your Suite to its original condition, reasonable wear and tear excepted, upon the termination of this Agreement, unless we specifically exempt you from this requirement in writing. We may enter and make any modifications or alterations to your Suite to meet the requirements of any applicable law.
- C. RIGHT OF ENTRY.** For your safety and comfort, our associates must be permitted to enter your Suite to provide services under the terms of this Agreement, to respond to emergencies, to make repairs and improvements, or if there is reasonable belief that your safety or the safety of others is in question or that our policies and procedures are being violated, as we deem necessary or advisable. Therefore, it is not permissible to change the locks or add additional locks to the entrance door to your Suite. When feasible, our associates will attempt to give you reasonable notice before entering your Suite.

We reserve the right to relocate you to a more appropriate Suite within the Community as required for your health or safety, or because the residents of a companion Suite are incompatible.

- D. HEALTH ASSESSMENT.** You agree that we may assess your health to create and update a Personal Service Plan and/or to determine whether you are appropriate to remain at the Community. You agree that we may perform brief periodic wellness assessments performed by therapists, nurses or other appropriately qualified individuals to help both you and us monitor your physical health and wellbeing; but, you acknowledge that these wellness assessment will not be performed by a physician and do not replace the need for you to obtain regular and thorough medical care; and, that we are not and will not provide general medical care for you. In addition, not more than ninety (90) days prior to the date of this Agreement, and at least annually thereafter or upon our request, you agree to undergo an examination by your physician (or other licensed provider as allowed by law). You also agree to provide evidence of tuberculosis screening completed within the twelve (12) months before admission. You agree to undergo examination by a particular specialist, at your cost, as we determine is warranted by your current physical or mental status. You will request the examiner to provide us with recommendations, including a statement attesting to the appropriateness of your continued placement. Based upon the assessment(s) and our judgment, we may determine

your appropriateness to remain in the Community. You will request the examiner to perform any tests and complete any forms required by us or applicable law.

- E. HEALTH CARE PROVIDER NOTIFICATION.** You authorize us to contact your legal representative/family, health care providers, and/or other persons listed in your records (1) if it is necessary to advise them of your situation; (2) to arrange for required health care services and other assistance; or (3) in case of an emergency.

If your designated health care providers are unavailable, you authorize us to arrange for the services of other health care providers. You agree we may provide such persons with copies of your records, including, but not limited to, resident records, advance directives, living will, and the names of persons empowered to make health care decisions.

- F. SUBSTITUTE DECISION MAKERS/ADVANCE DIRECTIVES.** You will provide us with accurate, complete and current information about yourself, substitute decision-makers and health care providers, including but not limited to addresses and phone numbers, and your health care status and needs. You will provide us with copies of any power of attorney, guardianship, living will, or conservator documents, or other legal documents relating to the making of health or financial decisions or decision-makers. You authorize us to rely on the instructions of such designees or appointees or on the instructions found within such documents. You further agree to immediately notify us of changes relating to the information stated above.

It is strongly suggested that you have advance directives in place in the event you become incapacitated. If you do not have such advance directives in place, you understand that a court may name a guardian upon application of any interested party (including the Company). Neither we nor any of our associates or agents may be your guardian. If it is necessary for us to petition the court for appointment of a guardian, any costs associated therein shall be paid by you and we may invoice you for such costs.

- G. MOTORIZED VEHICLES AND CARTS.** Individual motorized vehicles such as electric scooters, wheelchairs, or carts and similar vehicles may be used, subject to the following:

1. Your ability to walk is substantially limited due to a disability;
2. Your operation of the vehicle does not pose a threat to the health and safety of yourself or others.
3. The vehicle is operated at a low speed setting; and
4. You agree to abide by our safety guidelines for the use of motorized vehicles on the premises, which may be modified from time to time.

Reasonable accommodations will be made to the rules, policies and practices (upon a showing of necessity) so long as the requested accommodation does not constitute a threat to the health or safety of you, the other residents, our associates or visitors.

You agree to pay for all damages to others or to the Community, which are caused by you or your motorized vehicle and that we may invoice you for such costs. You further understand and agree that we may, at our sole discretion, prohibit your further use of an electric scooter or similar vehicle at any time.

- H. EXAMINATION OF RECORDS.** You acknowledge that we are licensed by the State of Michigan as an Home for the Aged. You understand that regulatory officials having jurisdiction over the Community may inspect your records as part of an evaluation of the

Community. You have the right to review and access your health care records in accordance with the requirements of applicable law.

- I. **RULE AND REGULATION COMPLIANCE.** You understand and agree that, to be accepted into the Community, you must be at least fifty-five (55) years of age. You understand that the Community has shared common areas, and you agree to honor all rules of courtesy and respect for others. If you have a disability and need a reasonable accommodation (a change in our rules or policies to equally use and enjoy your home), please contact the Executive Director and he/she will review our Reasonable Accommodation/Modification Request process with you. You agree to abide by and conform to our rules, regulations, handbook, policies and procedures as they now exist and as amended from time-to-time. You understand that failure to abide by such policies may result in your discharge from the Community.
- J. **RELEASE OF INFORMATION.** We will keep your health, medical, personal and other information that identifies you (collectively, "Resident Data") confidential in compliance with applicable law. You agree that we may use and disclose Resident Data for purposes of treatment, to provide to you services covered by this Agreement (collectively "Services"), to obtain payment for our Services, in connection with our operations, including training, care management and quality assessment and improvement, to coordinate with any third party providers you select, and as otherwise permitted by law.
- K. **ONE-ON-ONE SERVICES.** You acknowledge and agree that we may arrange for the provision of one-on-one care and you will pay for such care if we determine that such care is needed to protect your health or safety or the health or safety of others.
- L. **GUESTS.** You have the right to associate with your friends and family during reasonable hours. Because the Community is a licensed building, overnight guests are generally not permitted in a resident's room. Limited exceptions may be granted by the Executive Director based upon the circumstances.

You acknowledge and understand that your guests are subject to our rules and regulations, and if your guests become disruptive to the operations of the Community and/or are verbally or physically abusive to residents, our associates or others, we may request that they leave the Community until their behavior is under control or may restrict their visitation. Where circumstances warrant, we may exclude such individuals from the Community.

### **III. RATES.**

- A. **COMMUNITY FEE.** We require a one-time non-refundable Community Fee in an amount indicated in Exhibit A to be paid at the time this Agreement is signed. The Community Fee does not excuse you from financial responsibility for any damage caused to your Suite beyond normal wear and tear upon move-out.
- B. **MONTHLY SERVICE RATE.**
  - 1. **Rate.** You agree to pay the Basic Service Rate and, if applicable, the Personal Service Rate as indicated in Exhibit A (together the "Monthly Service Rate").
  - 2. **Refund.** We will refund a prorated share of the Monthly Service Rate if this Agreement is terminated before the end of a month:
    - a. following written notice in accordance with Section IV;

- b. because you require care that is not offered by us; or
- c. by reason of death.

Refunds will be prorated (using 30.5 days to calculate the Daily Rate) from the later of the termination date or the date by which you have vacated and all of your belongings are removed from Community. Unless prohibited by law, you agree we may offset such refunds by any amount due under the terms of this Agreement.

**C. ABSENCES.**

1. **Notice of Absence.** Except for an emergency medical absence, if you will be absent from the Community for any period of time, you must inform us of your plans prior to leaving and sign the Sign In/Sign Out Book upon exiting and re-entering the Community. We assume no responsibility or liability for your welfare during times that you are away from the Community.
2. **Fees During Absence.** If you are absent from the Community for any reason, such as, for a hospitalization, vacation, temporary nursing home care or rehabilitation, the Residency Agreement will remain effective and you will be charged the full Monthly Service Rate. If you provide written notice of your intent to terminate the Agreement pursuant to Section IV, termination will be effective and charges will cease the later of the end of any applicable notice period or the removal of all of your personal belongings.

**D. SELECT & THERAPEUTIC SERVICES.** In addition to the Monthly Service Rate, you agree to pay the established charges for any Select Services or Therapeutic Services provided to you by us.

**E. PAYMENT.** We will issue a monthly statement before the first day of the month itemizing the Monthly Service Rate for the upcoming month and, if any, charges incurred for Select Services and Therapeutic Services provided during the prior month. Payment for all charges shown on the statement is due on the first (1<sup>st</sup>) calendar day of each month. The first payment of the Monthly Service Rate is due prior to taking occupancy. If you move in after the first of the month, your first Monthly Service Rate will be prorated (using 30.5 days to calculate the Daily Rate).

We will charge a \$250.00 late fee if we have not received all fees when due. We will also charge a \$50.00 returned payment fee for each check or automatic withdrawal that is returned or denied for any reason. After two such occurrences, you agree to pay all amounts due by cashier's check or such other method specified by us. You also agree to pay interest on all outstanding amounts based upon the lesser of 1.5% per month or the highest rate permitted by law.

**F. RATE CHANGES.** We will provide thirty (30) days written notice of any change in the rates or pricing method for Basic Services, Personal Services, Select Services and Therapeutic Services. We may offer or require a change in the Personal Service Plan when we determine additional services are requested or required. **The new Personal Service Rate resulting from a change in your Personal Service Plan is effective immediately after written notice is given.**

#### IV. TERM AND TERMINATION.

- A. **TERM.** This Agreement begins on the date set forth above and continues until terminated as provided below.
- B. **TERMINATION BY RESIDENT.** You may terminate this Agreement upon thirty (30) days written notice to us. Termination occurs on the later of the end of the notice period or upon the removal of all of your personal belongings.
- C. **TERMINATION BY THE COMPANY.** We may terminate this Agreement, upon providing you thirty (30) days written notice, for any of the following events, as determined by us:
1. Medical reasons;
  2. For your welfare or the welfare of others in the Community;
  3. You or your third party payor fail to pay fees and charges when due.

Pursuant to Michigan law, we will document the reason for the discharge in your resident record. A thirty (30) day written notice will be provided to you, your Authorized Representative, if any, and the agency responsible for your placement, if any. The written notice will state the reasons for discharge, the effective date of the discharge and a statement notifying you of the right to file a complaint with the Department. You and your Authorized Representative agree to assist the Community when the need arises to transfer you to a hospital, nursing home, or other facility in the event that you require care we do not offer.

We may discharge you before the thirty (30) day notice if we determine and document that either, or both, of the following exist:

- A. A substantial risk to the resident due to the inability of the Community to meet the resident's needs or due to the inability of the home to assure the safety and well-being of the resident, other residents, visitors, or staff of the Community; or
- B. A substantial risk or occurrence of the destruction of property.

In such circumstances, we will notify you, your authorized, representative, if any, and the agency responsible for your placement, if any, not less than 24 hours before discharge. The notice shall be verbal and then issued in writing. The notice of discharge shall include all of the following information:

- a. The reason for the proposed discharge, including the specific nature of the substantial risk;
- b. The alternatives to discharge that have been attempted by us, if any;
- c. The location to which you will be discharged; and
- d. Your right to file a complaint with the Department.

If a resident does not have an Authorized Representative or an agency responsible for placement, the department and adult protective services shall receive the aforementioned notice.

- D. **TERMINATION BY EITHER PARTY.** Either party may terminate this Agreement immediately upon written notice in the event of your death or if you must be relocated due to your health. The Community may request a physician to certify in writing that based upon his/her examination, you must be relocated to facility which offers a higher level of care.

In the event of your death, your estate will be charged the Monthly Service Rate through the later of the seventh (7th) day after your death or the day on which all of your belongings are removed from the Community. If you must relocate due to your need for a higher level of care, You will be charged the Monthly Service Rate through the later of fourteen (14) days after the date of your written notice of termination or the day on which all of your belongings are removed from the Community.

- E. COMMUNITY CEASES TO OPERATE.** If the Community's license is revoked or the Community otherwise ceases to operate, this Agreement shall terminate upon written notice from the Community on the date as stated in the notice. Any advance payment for services not received shall be refunded to the Resident.
- F. RESPONSIBILITIES UPON TERMINATION.** You will vacate premises, removing all belongings on or before the effective date of termination. If you fail to remove your belongings by the effective date of termination, you understand and agree that we may continue to charge you for the Basic Service Rate of your Suite, or have your belongings placed in storage at your cost. You further agree that we may donate any unclaimed property after forty-five (45) days. You will provide written notice of a forwarding address where you can be reached and receive mail. Termination will not release you or us from any liability or obligation to the other party under the terms of this Agreement.

## **V. AGREEMENT TO ARBITRATE.**

Should any of sub-sections A & B provided below, or any part thereof, be deemed void or invalid, the validity of the remaining sub-sections, or parts thereof, will not be affected.

### **A. ARBITRATION PROCEEDINGS.**

1. Any and all claims or controversies arising out of, or in **any** way relating to, this Agreement or any of your stays at the Community, excluding any action for involuntary transfer or discharge and including disputes regarding interpretation, scope, enforceability, unconscionability, waiver, preemption and/or violability of this Agreement, whether arising out of Local, State or Federal law, whether existing or arising in the future, whether for statutory, compensatory or punitive damages and whether sounding in breach of contract, tort or breach of statutory duties, or otherwise, irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be submitted to binding individual arbitration, as provided below, and shall not be filed in a court of law. **The parties to this Agreement further understand that a judge and/or jury will not decide their case.**
2. The parties hereby expressly agree that this Agreement, the Admission Agreement and the Resident's stays at the Community substantially involve interstate commerce, and stipulate that the Federal Arbitration Act ("FAA") shall exclusively apply to the interpretation and enforcement of this Agreement, and shall preempt any inconsistent State law and shall not be reverse preempted by the McCarran-Ferguson Act; United States Code Title 15, Chapter 20, or other law. Any party who demands arbitration must do so for all claims or controversies that are known, or reasonably should have been known, by the date of the demand for arbitration, and if learned of during the course of the arbitration proceeding shall amend the claims or controversies to reflect the same. All current damages and reasonably foreseeable damages arising out of such claims or controversies shall also be incorporated into the initial demand or amendment thereto. Except as



otherwise stated explicitly herein, this Arbitration Provision is entered into pursuant to, is governed by, and must be interpreted and enforced under the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*

3. **You and the Company agree that each of us may bring claims against the other only on an individual basis and not as a named or putative class member in any purported class, or representation action or proceeding.** Unless both you and the Community agree otherwise in writing, the arbitrator may not consolidate or join more than one person's or party's claims, and may not otherwise preside over any form of a consolidated representative or class action or proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief to the same extent as a court that would have jurisdiction over the claims in absence of this agreement to arbitrate) only in favor of the individual party seeking relief and only to the extent necessary to provide relief (if any) necessitated by the party's individual claim(s). If a court decides that applicable law precludes enforcement of any of this subparagraph's limitations as to a particular claim for relief, then the arbitrator will have jurisdiction only over those claims (if any) to which this subparagraph may lawfully apply. Under no circumstances whatsoever should this Section V be interpreted to allow for a class or representative proceeding in arbitration. You and the Company understand, agreed, and intend that this may result in (i) some claims being arbitrated on an individual basis and (ii) other claims proceeding in court on a putative class or representative basis (to the extent that operative law prohibits compelling the latter claims to individual arbitration.
4. A demand for Arbitration by you, your legal representative, a person or organization acting on your behalf with your consent, or the personal representative of your estate (collectively "Resident Party") shall be made in writing and submitted to Legal Department, Brookdale Senior Living Inc., 6737 W. Washington St., Suite 2300, Milwaukee, WI 53214, via certified mail, return receipt requested. Demand for Arbitration by us shall be made in writing and submitted to you or your agent, representative, successor or assign and/or your legal representative via certified mail, return receipt requested.
5. The arbitration proceedings, including the hearing, shall take place in the county in which the Community is located, unless agreed to otherwise by mutual consent of the parties or otherwise ordered by the arbitrator.
6. The arbitration panel shall be composed of one (1) arbitrator. Subject to the requirements of section A.7, the parties shall agree upon an arbitrator that must be a member of the Michigan Bar with at least ten (10) years of experience as an attorney. If the parties cannot reach an agreement on an arbitrator within twenty (20) days of receipt of the Demand for Arbitration, then each party will select an arbitrator. These arbitrators will act only for the purpose of appointing a sole arbitrator to hear the case, subject to the criteria above. If either party fails to select their arbitrator within the (20) days mentioned above, they effectively forfeit their right to choose an arbitrator.
7. The arbitrator shall be independent of all parties, witnesses, and legal counsel. No past or present officer, director, affiliate, subsidiary, or employee of a party, witness, or legal counsel may serve as an arbitrator in the proceeding.
8. The arbitrator shall designate a time and place within the county in which the Community is located, for the arbitration hearing and shall provide thirty (30) days' notice to the parties of the arbitration hearing.

9. The arbitrator shall apply the Michigan Rules of Evidence and Michigan Rules of Civil Procedure in the arbitration proceeding except where otherwise stated in this Agreement. Also, the arbitrator shall apply, and the arbitration decision shall be consistent with, Michigan law except as otherwise stated in this Arbitration Provision.
  10. The arbitration decision should be signed by the arbitrator and delivered to the parties and their counsel within thirty (30) days following the conclusion of the arbitration. The decision shall be in writing and shall set forth in detail the arbitrator's findings of fact and conclusions of law.
  11. The arbitrator's decision shall be final and binding and such decision may only be vacated or modified as allowed by the Federal Arbitration Act.
  12. The arbitrator's fees and costs associated with the arbitration shall be divided equally among the parties, unless the Resident Party is proven indigent or otherwise provided for by state or federal statute or case law. The parties shall bear their own attorneys' fees and costs and hereby expressly waive any right to recover attorney fees or costs, unless otherwise provided for by state or federal statute.
  13. Except as otherwise required by applicable law, the arbitration proceeding shall remain confidential in all respects, including the Demand for Arbitration, all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other material provided by and exchanged between the parties and the arbitrator's findings of fact and conclusions of law. Following receipt of the arbitrator's decision, each party agrees to return to the producing party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing, except those documents required to be retained by counsel pursuant to law. Further, the parties to the arbitration also agree not to discuss the amount of the arbitration award or any settlement, the names of the parties, or name/location of the Community except as required by law. Notwithstanding the confidentiality agreement, nothing prohibits the parties from reporting to local or state governments.
  14. This Arbitration Provision binds third parties not signatories to this Arbitration Provision, including any spouse, children, heir, representatives, agents, executors, administrators, successors, family members, or other persons claiming through the Resident, or persons claiming through the Resident's estate, whether such third parties make a claim in a representative capacity or in a personal capacity. Any claims or grievances against the Community or the Community's corporate parent, subsidiaries, affiliates, employees, officers or directors shall also be subject to and resolved in accordance with this Arbitration Provision.
  15. Except as otherwise stated in Section V(A)(3), the terms of this Arbitration Provision are severable, such that should any part of V(A) through V(B) be deemed invalid, the validity of the remaining sub-sections, or parts thereof, will not be affected.
  16. The Arbitration Provision shall survive your death.
- B. BENEFITS OF ARBITRATION.** The parties' decision to select arbitration is supported by the potential cost-effectiveness and time-savings offered by selecting arbitration, which may avoid the expense and delay of judicial resolution in the court system. The parties' decision to select arbitration is supported by the potential benefit of preserving the availability, viability, and insurability of a long term care company for the elderly and disabled in Michigan, by limiting such company's exposure to liability. With this Agreement, we are

better able to offer our services and accommodations at a rate that is more affordable to you. In terms of the potential time-savings offered by selecting arbitration, the parties recognize that selecting a quick method of resolution is potentially to a resident's advantage.

You and/or your legal representative understand that other long term care companies' Agreements may not contain an arbitration provision. The parties agree that the reasons stated above are proper consideration for the acceptance of the Arbitration Provision. **The undersigned acknowledges that he or she has been encouraged to discuss this Agreement with an attorney.**

**The parties to this Agreement further understand that a judge and/or a jury will not decide their case.**

## **VI. MISCELLANEOUS.**

- A. WAIVER OF TRIAL BY JURY.** If a court determines that the Arbitration Provision provided above is invalid, the parties express their desire to waive a jury trial and resolve any claims in the appropriate court solely before a judge.
- B. NON-DISCRIMINATION.** We operate on a non-discriminatory basis and afford equal treatment and access to services to eligible persons regardless of race, religion, color, national origin, sex, disability or any other category protected by applicable law.
- C. RISK AGREEMENT.** You are responsible for your personal, financial and health care decisions. You are also responsible for maintaining health, personal property, liability, automobile (if applicable), and other insurance coverages in adequate amounts. You agree to obtain insurance in an amount adequate to cover your personal property and your general liability. You acknowledge that we do not insure your person or property. You understand and agree that:
  - 1. We may encourage you to participate in community, leisure, and social activities and to maintain an appropriate level of independence in activities of daily living, as well as your personal and financial affairs;
  - 2. Independent activities, responsibility for personal, financial, and health care decisions, and lifestyle and care preferences may involve risks of personal injury and/or property damage or loss;
  - 3. Throughout the Community, there may be public balconies and/or a balcony in your Apartment. If you choose to use such balcony, you do so at your own risk. We are not responsible for any injury that may result from use of a balcony. We are also not responsible for damage or loss of any property used or placed on a balcony;
  - 4. The standard of service for an assisted living community does not include one-on-one care, assistance or supervision, e.g., one resident assistant for each Resident, or immediate response to non-emergent needs. There may be short and long periods of time in which you will be left alone, unsupervised such as while watching television, listening to music, reading, and sleeping at night;
  - 5. We make no representations or guarantees that our associates can prevent falls. We do not represent or guarantee that your health condition will not change or deteriorate;
  - 6. We make no representations or guarantees that our associates can prevent the onset of skin break down or the worsening of existing skin break down.

7. Our services may not meet all of your personal, social, or health care needs and we will attempt to assist you in arranging for such services which are not included in this Agreement;
8. Many residents suffer from cognitive impairment, including Alzheimer's disease and dementia. This condition can cause unexpected behavior such as wandering, forgetfulness, agitation towards others and confusion. We make no representations or guarantees that we can predict the behavior of our residents. Therefore, we also make no representations or guarantees that we can always prevent a resident from wandering or attempting to wander from the Community, entering into a private area, misplacing or losing items or engaging in physical contact with another resident;
9. We make no representations or guarantees that we can prevent the loss of personal items, including but not limited to clothing, jewelry, dentures, hearing aides or other medical equipment. We will not be responsible for the loss of such items. We make no representations or guarantees that we can prevent theft or other criminal acts perpetrated by another resident or person; therefore, we recommend that valuables such as jewelry and large sums of money, not be kept at the Community. If you choose to bring in valuables, you do so at your own risk and we will not be held responsible for any theft or loss of such items;
10. Due to state regulations and fire code, we may not lock our exterior doors against exiting. Therefore, we cannot guarantee that a resident will not wander from the Community. Some buildings have exterior doors that are alarmed with a delayed egress feature and our systems are designed to alert our associates to respond and assist a resident if they wander from the building.

You understand and agree to assume the risks inherent in this Agreement. You agree to hold us, our associates and agents harmless for any damages, injury or other loss resulting from: (1) reasonable acts or omissions made in good faith; (2) action by a third party, fire, water, theft or the elements; or (3) loss of personal property.

- D. **PETS**. The Community's pet policy is described in the Addendum to the Residency Agreement.
- E. **SMOKING**. Except as otherwise set forth in the Addendum to the Residency Agreement, smoking is not permitted in any part of the Community.
- F. **WEAPONS**. Weapons, as defined by us, are not allowed in the Community or on Community property. This includes but is not limited to firearms, explosive materials, and collectible or antique weapons.
- G. **NO TENANCY INTEREST**. You have none of the rights of a tenant under this Agreement, subject to applicable state law.
- H. **ASSIGNMENT**. This Agreement is not assignable without our prior written consent. Our rights and obligations may be assigned to any person or entity which will be responsible to ensure our obligations under this Agreement are satisfied in full from the date of notification. We may engage another person or entity to perform any or all of the services under this Agreement.
- I. **AMENDMENTS**. This Agreement and any written amendments constitute the entire agreement between the parties and supersede all prior and contemporaneous discussions, representations, correspondence, and agreements whether oral or written. Except for our right to modify fees, rates and charges, amend services provided and establish and modify

reasonable operating procedures and rules for the general welfare and safety of the residents, this Agreement may be amended only in writing signed by both parties. Staff will review any changes in this Agreement with residents.

- J. **SEVERANCE.** Should any part of this Agreement be invalid, the validity of the other parts of this Agreement will not be affected.
- K. **FINANCIAL RESPONSIBILITY.** You have designated a Guarantor, who has agreed to the terms of the attached Statement of Financial Responsibility.
- L. **SUBORDINATION.** This Agreement and the parties' rights hereunder are subordinate to any lease, mortgage or deed of trust placed upon the Community, but you may remain in your Suite so long as you comply with the provision of this Agreement.
- M. **REPRESENTATION AND WARRANTY.** By executing this Agreement you represent and warrant that all representations made by you or on your behalf, whether written or verbal, with respect to your application for admission to the Community were true when made. You understand that we rely upon the truthfulness of this information in making our decision to enter into this Agreement. Your application forms, including personal data forms, statement of financial condition (if applicable), health history and medical reports submitted by you or on your behalf to us, are incorporated by reference into this Agreement and made an express part of it. You understand and agree that any material misrepresentation or omission made by you or on your behalf in connection with these documents shall make this Agreement voidable at our option, to the extent permitted by law.
- N. **CHOICE.** You have a choice of providers for private sitters, therapy, rehabilitation, home health, hospice and other health care services. As part of the complement of services offered by the Company and its affiliates, therapy, rehabilitation, home health, hospice or other services may be available at the Community through Company affiliates. If you require such services, Community associates will assist you in obtaining such services from Company affiliates or another service provider of your choice.
- O. **OBLIGATORY INFORMATION.** You agree to provide accurate, complete and current information about yourself and about any emergency contact, including but not limited to addresses, phone numbers, and email address. You understand that you must promptly notify us of changes to the information stated above. If you do not have advance directives in place, you understand that a court may appoint a guardian to make decisions on your behalf if you are no longer able to do so. Neither we nor any of our associates or agents may be your guardian. If it is necessary for us to petition the court for appointment of a guardian, you agree to pay any costs associated therein.
- P. **ASSIGNMENT OF BENEFITS.** To the extent that the Community participates in a government payor program, long term care insurance program or other insurance program ("Third Party Payor") of which you are a beneficiary, you authorize us to disclose any medical or administrative information and request payment. You certify that the information given in applying for payment from such Third Party Payor is correct. You authorize release of all medical and administrative records required to act on this request and request that payment of authorized benefits be made on your behalf. You authorize us to disclose any medical or administrative information required in the processing of applications for financial coverage for services rendered. To the extent permitted by your Third Party Payor, you authorize direct payment of all benefits to us.

**Q. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**R. NOTICES.** Notices will be written and given by personal delivery or mailing by regular mail, postage pre-paid to the following or such other persons or places as the parties may notify each other. Notices shall be deemed given based upon the date personally delivered or upon the date postmarked.

**Company:**  
Executive Director at Community  
(At the Community)

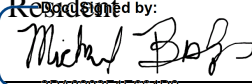
**Resident:**  
(At the Community)

**Legal Representative/Responsible Party:**  
(as noted below)

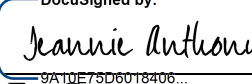
**We believe it is important to disclose all services and fees to the best of our ability and in accordance with the law. We recommend that you consult with legal counsel to ensure understanding of this Agreement before signing.**

**This Agreement is delivered electronically. The parties consent to entering into this Agreement in electronic form and using an electronic signature to sign this Agreement. The parties also acknowledge and agree that an electronic signature will have the same legal force and effect as a handwritten signature.**

**BY THEIR SIGNATURES,** the parties or their representatives have executed this Agreement.

Resigned by:  <small>3DA8203F1E664D9...</small> Legal Representative	Print Name  <b>Michael Bishop</b> Print Name	Date  <b>7/29/2022</b> Date
--	---	--------------------------------------

For Legal Representative signature, indicate legal authority: Court Appointed Guardian

DocuSigned by:  <small>9A10E75D6018406...</small> For Company	Title  <b>Executive Director</b> Title	Date  <b>7/30/2022</b> Date
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#### **OTHER RELATED MATERIALS:**

1. Resident Bill of Rights
2. Community Handbook
3. Emergency Evacuation Plan
4. Admissions Package
5. Medical Records Release(if additional permission is required under state law or necessary to address a use or disclosure not covered by Section I(J))
6. Personal Service Assessment
7. Personalized Service Plan

#### **ATTACHMENTS INCLUDED**

Addendum for Community-Specific Basic Services and Operating Policies  
Statement of Financial Responsibility  
Exhibit A - Schedule of Services and Rates

Exhibit B - Pharmacy Services Agreement  
Exhibit C – Admission/Retention Criteria  
Exhibit D - Resident Bill of Rights and Resident Responsibilities  
Exhibit E – Tuberculosis Policy  
Exhibit F – Aged Services Program Statement

**ADDITIONAL EXHIBITS TO ATTACH AS PART OF THE AGREEMENT:**

X. Select Services List  
Y. Therapeutic Services List  
Z. Assessment Price Schedule

## EXHIBIT A SCHEDULE OF SERVICES AND RATES

Resident Margaret Rose Bishop

Suite Type and Number B4-A

**COMMUNITY FEE** (Prior to Move-in) \$ 2000.00

**BASIC SERVICE RATE** \$ 4495.00

(Check below if applicable)

**SECOND PERSON FEE** \$--

(Check below if applicable)

☐ If this box is checked, you are the second occupant in the suite listed above and you will be charged the Second Person Fee. If the suite converts to single occupancy and you are the primary occupant, you will be charged the then current single occupancy Basic Service Rate.

**PERSONAL SERVICE RATE** \$ --

(The current Personal Service Price Schedule is attached as Exhibit Z)  
(See attached Personal Service Rate Report)

**MONTHLY SERVICE RATE** \$ 4495.00

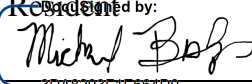
(Add Basic Service Rate and Personal Service Rate)

**SELECT SERVICES AND THERAPEUTIC SERVICES** \$ 0.00 \*

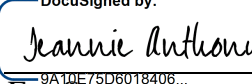
(The Select Service List and Therapeutic Services List are attached as Exhibits X and Y)

\*Amount varies based upon monthly usage.

**I acknowledge receipt of Exhibits X, Y and Z and agree to the above Schedule of Services and Rates to commence as of July 31, 2022. I understand and agree that the Company has the right to change these rates and/or change the services provided in accordance with the provisions of the Residency Agreement.**

Resided by:  <small>3DA8203F1E664D9...</small>	Print Name <u>Michael Bishop</u>	Date <u>7/29/2022</u>
Legal Representative	Print Name	Date

For Legal Representative signature, indicate legal authority: Court Appointed Guardian

DocuSigned by:  <small>9A10E75D6018406...</small>	Title <u>Executive Director</u>	Date <u>7/30/2022</u>
For Company		



## EXHIBIT B

### Pharmacy Services Agreement

We work closely with pharmacy providers to meet the needs of our residents. Preferred Pharmacy providers are chosen based upon their ability to provide services to our residents to enhance their health and wellness. Important services include:

- Medication packaging that meets our safety standards
- Ongoing medication regimen reviews to include potential negative drug or allergic interactions
- Recommending therapeutic substitutions and offering generic substitutions when appropriate
- Alerts for Physicians and our Associates when there is duplication of prescriptions
- Accept most insurance plans and will bill you directly\*
- Routine (daily) and emergency delivery 24-hours a day, 7 days a week.

Remedi is our Preferred Provider for pharmacy services ("Preferred Provider"). Our Preferred Provider strives to have competitive prices and allows us to use one distribution system within our community.

Participation with our community's Preferred Provider is strongly encouraged. Should you choose not to use the community's pharmacy provider, you may incur fees as set forth in Exhibit X:

- Non Preferred Pharmacy Fee (additional administrative oversight required)
- Non-Standard Packaged Medications Fee (additional administrative oversight required) if the pharmacy is unable to provide medications in a unit dose packaging system

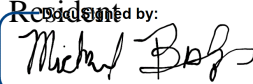
You also assume responsibility for the following:

- Medications packaged in a unit dose packaging system to meet our medication management standards
- Ordering, re-ordering and pick up of medications

If medications are not delivered within two days prior to their depletion, the community will reorder medications from the Preferred Provider.

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MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE TERMS OF THIS PHARMACY SERVICE AGREEMENT.

Resident signed by:  <small>3DA8203F-1E664D9...</small> Legal Representative	Print Name <b>Michael Bishop</b> Print Name	Date <b>7/29/2022</b> Date
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For Legal Representative signature, indicate legal authority: Court Appointed Guardian

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\*Some prescribed medications may not be covered by your insurance or Med D plan. Payment of these medication charges is the responsibility of the resident. Rev. 3/22/2016

## **EXHIBIT C**

### **ADMISSION/RETENTION CRITERIA**

The Community may admit and retain an individual who is 55 years old and over (unless a waiver is granted in accordance with Admission Waiver (MI-HFA) policy) and meet the following criteria:

- a) Has a personal physician willing to provide ongoing medical supervision. This includes the provision of a completed physician plan of care, current prescriptions and over the counter medications, which must be submitted prior to move-in.
- b) Does not require continuous skilled nursing services.
- c) Has not harmed himself/herself or others, or has not demonstrated behaviors that pose a risk of serious harm to himself/herself or others, unless the Community has the capacity to manage the resident's behavior.
- d) Demonstrates ability to bear weight with transfers or transfer with assistive devices.
- e) Does not require restraints.
- f) Must be capable of payment for services, in accordance with the Residency Agreement.
- g) Must be free from tuberculosis. A resident or Authorized Representative shall present a certificate from a licensed physician indicating that they are free from tuberculosis. Residents must also be tested annually for tuberculosis in accordance with the Community's policy.
- h) Does not require continuous nursing care services of any kind normally provided in a nursing home as described in applicable state law unless the Community meets the provisions of applicable state law or the resident is enrolled in and receiving services from a licensed hospice program or a home health agency. The District Director of Operations should be consulted prior to admitting a resident who may qualify under this.

## **EXHIBIT D RESIDENT RIGHTS**

You have **a right** to the following:

1. To not be denied appropriate care on the basis of race, religion, color, national origin, sex, age, disability, marital status, sexual preference, or source of payment.
2. To inspect, or receive for a reasonable fee, a copy of your medical record upon request. A third party shall not be given a copy of your medical record without your prior authorization.
3. To receive confidential treatment of personal and medical records, and you may refuse their release to a person outside the Community except as required because of a transfer to another health facility or as required by law or third party payment contract.
4. To privacy, to the extent feasible, in treatment and in caring for personal needs with consideration, respect, and full recognition of your dignity and individuality.
5. To receive adequate and appropriate care, and to receive, from the appropriate individual within the Community, information about your medical condition, proposed course of treatment, and prospects for recovery, in terms that you can understand, unless medically contraindicated as documented by the attending physician in the medical record.
6. To refuse treatment to the extent provided by law and to be informed of the consequences of that refusal. When a refusal of treatment prevents the Community or its staff from providing appropriate care according to ethical and professional standards, the relationship with you may be terminated upon reasonable notice.
7. To exercise your rights as a resident and as a citizen, and to this end you may present grievances or recommend changes in policies and services on behalf of yourself or others to the Community staff, to governmental officials, or to another person of your choice within or outside the Community, free from restraint, interference, coercion, discrimination, or reprisal. You are entitled to information about the Community's policies and procedures for initiation, review, and resolution to resident complaints. Residents and other interested parties may request a copy of the Community's Grievance Procedure from the Executive Director.
8. To receive information concerning an experimental procedure proposed as a part of your care and you shall have the right to refuse to participate in the experiment without jeopardizing your continuing care.
9. To receive and examine an explanation of your bill regardless of the source of payment and to receive, upon request, information relating to financial assistance available through the Community.
10. To know who is responsible for and who is providing your direct care, to receive information concerning your continuing health needs and alternatives for meeting those needs, and to be involved in your discharge planning, if appropriate.
11. To associate and have private communications and consultations with your physicians, attorney, or any other person of your choice and to send and receive personal mail unopened on the same day it is received at the Community, unless medically contraindicated as documented by the attending physician in the medical record. Your civil and religious liberties, including the right to independent personal decisions and the right to knowledge of available choices, shall not be infringed and the Community shall encourage and assist in the fullest possible exercise of these rights. You may meet with, and participate in, the activities

- of social, religious, and community groups at your discretion, unless medically contraindicated as documented by the attending physician in the medical record.
12. To be free from mental and physical abuse and from physical and chemical restraints, except those restraints authorized in writing by the attending physician for a specified and limited time or as are necessitated by an emergency to protect you from injury to yourself or others, in which case the restraint may only be applied by a qualified professional who shall set forth in writing the circumstances requiring the use of restraints and who shall promptly report the action to the attending physician. In case of a chemical restraint a physician shall be consulted within 24 hours after the commencement of the restraint.
  13. To be free from performing services for the Community that are not included for therapeutic purposes in the plan of care.
  14. To receive information about the Community's rules and regulations affecting resident care and conduct.
  15. To adequate and appropriate pain and symptom management as a basic and essential element of your medical treatment.
  16. A married resident is entitled to meet privately with their spouse in a room that assures privacy. If both spouses are residents in the same Community, they are entitled to share a room unless medically contraindicated and documented by the attending physician in the medical record.
  17. To retain and use personal clothing and possessions as space permits, unless to do so would infringe upon the rights of other residents, or unless medically contraindicated as documented by the attending physician in the medical record. Each resident shall be provided with reasonable space.
  18. To have the opportunity to participate in the planning of your medical treatment.
  19. To be transferred or discharged only for medical reasons, for your welfare or that of other residents, or for nonpayment of your stay, except as provided by Title XVIII of the Social Security Act, Chapter 531, 49 Stat. 620, 42 U.S.C. 1395 to 1395b, 1395b-2, 1395c to 1395i, 1395i-2 to 1395i-4, 1395j to 1395t, 1395u to 1395w-2, 1395w-4 to 1395yy, and 1395bbb to 1395ddd, or by Title XIX of the Social Security Act, Chapter 531, 49 Stat. 620, 42 U.S.C. 1396 to 1396f and 1396g-1 to 1396w. You are entitled to be given reasonable advance notice to ensure orderly transfer or discharge. Those actions shall be documented in the medical record.
  20. To be fully informed before or at the time of admission and during stay of services available in the Community, and of the related charges including any charges for services not covered under Title XVIII, or not covered by your basic per diem rate. The statement of services provided by the Community shall be in writing and shall include those required to be offered on an as-needed basis.
  21. To manage your own financial affairs, or to have at least a quarterly accounting of personal financial transactions undertaken in your behalf by the Community during the period of time the resident has delegated those responsibilities to the Community. In addition, a resident is entitled to receive each month from the Community an itemized statement setting forth the services paid for by or on behalf of the resident and the services rendered by the Community.
  22. To be fully informed, as evidenced by your written acknowledgment, before or at the time of admission and during your stay, of your rights and responsibilities. If you are adjudicated

incompetent and not restored to legal capacity, the rights and responsibilities set forth in this section shall be exercised by a person designated by you. The Community shall provide proper forms for you to provide for the designation of this person at the time of admission.

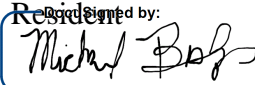
23. The Michigan HFA Resident Rights/Responsibilities form should be provided to each resident upon admission and the staff of the Community should be trained in the implementation of Resident Rights.

### **Resident Responsibilities:**

1. A resident is responsible for following the Community rules and regulations affecting resident care and conduct.
2. A resident is responsible for providing the Community with a complete and accurate medical history.
3. A resident is responsible for making it known whether he or she clearly comprehends a contemplated course of action and the things he or she is expected to do.
4. A resident is responsible for following the recommendations and advice prescribed in a course of treatment by a physician.
5. A resident is responsible for providing information about unexpected complications that arise in an expected course of treatment.
6. A resident is responsible for being considerate of the rights of other residents and Community personnel and property.
7. A resident is responsible for providing the Community with accurate and timely information concerning his or her sources of payment and ability to meet financial obligations.

### **Acknowledgement**

I have been advised and received a copy of the Homes for the Aged Resident Rights and Responsibilities.

Resident  <small>3DA8203F1E004D9...</small>	Printed by: Print Name <b>Michael Bishop</b>	Date <b>7/29/2022</b>
Legal Representative	Print Name	Date

For Legal Representative signature, indicate legal authority: Court Appointed Guardian

## **EXHIBIT E**

### **TUBERCULOSIS SCREENING POLICY**

**Policy:**

Residents will be screened for Tuberculosis (TB) according to the identified protocol within 12 months prior to admission. Residents will be screened for TB through the completion of a two-step intradermal skin TB test and the Community will undergo an annual Risk Assessment to determine the screening type and frequency routine. A person moved in to the Community should present certification from a physician that they are free from communicable disease.

**Procedure:**

1. Residents should be screened for TB which may consist of a two-step intradermal skin test or another method recommended by the local health authority and a chest x-ray within past 6 months prior to admission. The TB Screening should be done within 12 months prior to admission and have a TB Surveillance form completed annually thereafter.
  - a. Residents with a documented history of a positive tuberculin skin test, adequate treatment for the disease, or preventative therapy for infection shall be exempt from Annual Mantoux testing but should have TB Surveillance Questionnaire form completed by their healthcare provider annually that certifies they are free of communicable disease.
  - b. Residents who are admitted as an Emergency Admission should be certified free of communicable disease by the admitting physician. (This will include a negative intradermal skin test, chest x-ray or other method recommended by the local health authority within the last 12 months.)
2. For the Mantoux skin test, the standard screening dose of 0.1 milliliters (ml) of purified protein derivative (PPD)/ five tuberculin units (TU) shall be injected intradermally on the inside area (volar surface) of the resident's left arm. The results should be interpreted between 48-72 hours following injection.
3. If the Mantoux test is positive, that is indurations greater than 5mm, an order for a chest x-ray should be obtained from the resident's healthcare provider. Additional orders should be obtained from the healthcare provider as needed.

## **EXHIBIT F**

### **AGED SERVICES PROGRAM STATEMENT**

#### **Philosophy**

The Community's mission is to set the standard for enhancing the quality of life and dignity of older adults. To the Community, quality of life means supporting aging with choice, empowering our residents and providing them with options. We offer residents the opportunity to find happiness and satisfaction in their daily lives in an environment that supports them as unique individuals with special interests, needs, and abilities. It is our belief that no matter where an individual is in their life journey, he or she has the right to enjoy life and to have meaningful experiences.

#### **Admission Criteria Policy**

The Community's policy is to admit and retain residents that can benefit from the services and programming in assisted living residences. When a potential resident and his or her family members inquire about moving to the Community, the Executive Director or designee will make a preliminary service assessment of the resident. If they determine that the resident may be appropriate for the Community, he or she will notify the Health & Wellness Director that an assessment needs to be completed. In completing the assessment, the Health & Wellness Director may access the following sources of information: interviews with the resident, interviews with the resident's family members, interviews with the resident's caregivers, review of any hospital, nursing home and home health notes and records, personal observation and physicians' instructions/orders.

The following are guidelines used with any potential new admission:

An elderly person who is age 55 or older (unless a waiver is granted in accordance with Admission Waiver (MI-HFA) Policy, requiring supervision and supportive services due to the infirmities of aging;

Can exhibit signs of confusion and forgetfulness, and behaviors can be managed through programmatic services;

Can exhibit wandering behavior; but if elopement is a risk, behavior must be able to be managed through programmatic services;

Independent, semi-ambulatory or non-ambulatory; capable of following simple instructions;

Has personal physician who is willing to provide ongoing medical supervision (this includes the provision of a completed physician plan of care, current prescriptions and over the counter medications);

Does not require continuous skilled nursing services;

Has not harmed himself or others, or has not demonstrated behaviors that pose a risk of serious harm to himself or others, unless the community has the capacity to manage the resident's behavior;

Demonstrates ability to bear weight with transfers or transfer with assistive devices.

Does not require restraints.

Must be capable of payment for services, in accordance with the Residency Agreement.

Must be free from communicable disease;

May need assistance with dressing, grooming and bathing; and,

Does not require continuous nursing care services of any kind normally provided in a nursing home as described in applicable state law unless the Community meets the provisions of applicable state law or the resident is enrolled in and receiving services from a licensed hospice program or a home health agency.

The needs of the Community's current population are also taken into account with any potential new admission.

### **Discharge Criteria Policy**

A decision to discharge a resident with Alzheimer's disease or a related condition from the Community may be made by the Administrative Staff, or the family/responsible party, in conjunction with other care providers. Services will be terminated when any of the following conditions occur:

The Resident or family requests termination of service one month prior to the termination date;

The Resident requires care or services that the Community is unable to provide or which requires staff that are not available at the Community;

The Resident requires continuous nursing care of any kind normally provided in a nursing home, unless the resident is enrolled in and receiving services from a licensed hospice program or home health agency;

The Resident or legally responsible party refuses treatment or prevents the Community from providing adequate care according to ethical and professional standards;

The Resident harms himself/herself or others, or has demonstrated behaviors that pose a risk of serious harm to himself/herself or others. Such circumstances may include, but are not limited to, creating unsafe conditions, being physically or verbally abusive to other residents, visitors or staff, or otherwise impairing the welfare of yourself or others in the Community;

For the Resident's welfare or that of other residents; or

Resident fails to pay fees and charges when due.

Pursuant to Michigan law, the reason for the discharge is to be documented in the resident record. The thirty (30) day written notice will be provided to the Resident, the Resident's responsible party, if any, and the agency responsible for the Resident's placement, if any.



The Community may discharge the Resident before the thirty (30) day notice if it determines and documents that either, or both, of the following exist:

1. A substantial risk to the Resident because the Resident's needs cannot be met by the Community or because the Resident's condition is such that their safety and well-being or the safety and well-being of other residents, visitors, or staff cannot be assured; or
2. A substantial risk or an occurrence of the destruction of property.

### **Resident Assessment and Care Planning**

The Community Assessment Tool is used to determine the level of care that a potential resident requires. The result of the assessment will determine if additional care charges will be necessary. Residents will be reassessed at least every six months or upon a significant change of condition. The assessment will be used to update the Service Plan and the results will be shared with the resident's family members during the Service Plan review.

### **Staff Training**

The Community understands the importance of staff education. The Community staff, including Executive Directors, Resident Assistants, Dietary Aides and Maintenance Staff, receive basic training when hired. This training addresses a variety of topics, including: Healthcare Management, Resident Care, First Aid, Infection Control, Coping with Loss, Lifting/Transferring, Memory Impairment, Life Enrichment, Dining Services, Physical Plant Maintenance, Fire Safety, Housekeeping/Laundry, and Customer Service.

### **Activity Plans**

Life is a search for meaning and purpose. Dignity and the inner sense of worth arise from work and occupational abilities, daily living relationships and endeavors, recreation, and other meaningful activities. Prior to move-in, the resident and his or her family member(s) are requested to complete the Social History and Interest Profile. The Residence Director forwards the profile to the Life Enrichment Coordinator or designee to offer an insight into the life of the resident. The Life Enrichment Coordinator uses the information to help encourage the resident to participate in activities that interest him or her. The Social History and Interest Profile is then placed in the resident record for staff to use as a reference.

The Life Enrichment Coordinator will develop a Life Skills program that provides residents with the opportunity to use the skills that make them feel productive and useful. It is grounded in the belief that a resident's daily experiences should reflect that individual's preferred lifestyle while providing a sense of usefulness, pleasure, success and as normal a level of functioning as possible. Residents are encouraged to perform their remaining life skills in order to minimize failures, support dignity, enable pleasure, and provide meaningful opportunities to give to others and to have a role within "their community."

The Life Skills program is a component of the Community's overall Life Enrichment program consisting of, among other opportunities, recreational outings, religious gatherings, entertainment, and various arts and crafts. To more fully understand the type of Life Enrichment Programming

available at a Community, we recommend that you review that Community's current Life Enrichment calendar.

### **Involvement of Families**

The Community welcomes the input of family members and resident representatives in preparing the resident's Service Plan and reviewing and modifying the Service Plan as needed. Residents and family members play a key role in helping to develop the Life Skills program for the resident by providing our Life Enrichment Coordinator with completed Social History and Interest Profiles to give an insight into the life of the resident.

### **Services and Fees**

Residents or their families generally pay the cost of care from their own financial resources. Cost varies with the residence, room size and types of services needed by the resident. A basic assisted living fee may cover all services or there may be additional charges for special services.

The Basic Service Rate includes the resident's suite, three meals daily and snacks, utilities including gas, water and electric, weekly housekeeping, weekly laundry and linen service, a life enrichment program and 24-hour staffing.

The Resident Assessment Tool/Summary is used to determine the additional costs and fees for the special care provided beyond what is included in the Basic Service Rate. Each resident's Service Plan is reviewed approximately quarterly by the residence's interdisciplinary team and modified if necessary. Reviews are conducted more frequently if dictated by changes in the resident's condition or other circumstances. At the time of the review, information is gathered from the resident and numerous others involved with the resident, including family members, the Health & Wellness Director, the Executive Director, the Life Enrichment Coordinator, the Dining Service Manager, and the Resident Assistants. In some cases the resident's personal physician is consulted. If the combined input of these individuals suggests the need for modifications to the resident's Service Plan, the proposed modifications are written and discussed with the resident and his or her representative.

The additional services that may be provided as part of a resident's Service Plan may include: nursing; personal care services; nutritional services; supportive care of clients; medical supplies and equipment; administration of medications; routine delegated medical or nursing procedures; assisting with bowel and bladder needs; preparing modified diets; reminding residents to take regularly scheduled medications or to perform exercises; assisting with dressing, oral hygiene, hair care, grooming and bathing; housekeeping; and assistance with meals.

## ADDENDUM TO THE RESIDENCY AGREEMENT BASIC SERVICES

THIS ADDENDUM TO THE RESIDENCY AGREEMENT (the “Addendum”), dated July 29, 2022, is made between Margaret Rose Bishop (“Resident,” “your” or “you”) and Brookdale Senior Living Communities, Inc. d/b/a Brookdale Delta MC (MI) (“Company,” “we” or “us”) and modifies and is made part of the Residency Agreement dated as of the date hereof (“Residency Agreement”).

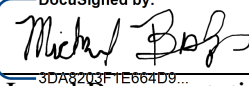
1. **Utility Service.** You are responsible for paying for any utilities which are noted below as “Not Included” in the Basic Service Rate.

Utility	Included	Not Included
Gas and Electric	X	--
Heat	X	--
Air Conditioning	X	--
Water	X	--
Basic Cable/Satellite	--	X
Premium Cable Channels	--	X
Telephone	--	X

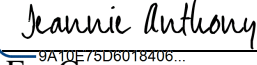
2. **Dining Services.** No change from Section I.A.
3. **Housekeeping Services.** We will provide light housekeeping once a week and will provide occasional incidental tidying as needed. Regular additional housekeeping services are available for an additional charge.
4. **Laundry and Linen Service.** We will launder personal belongings and bed linens once a week. Additional laundry will provided at an additional charge as part of your Personal Service Plan.
5. **Parking.** In no case will more than one parking space per Suite be allowed.
6. **Transportation.** Transportation is not included in the Basic Service Rate.
7. **Pets.** You may have a household pet in your Suite, subject to (1) our prior written approval, (2) execution of a Pet Agreement, which is available upon request and (3) payment of any applicable pet fee or deposit. You agree to pay for any damage to our property or the property of others caused by your pet. We reserve the right to require the permanent removal of your pet for failure to adhere to the Pet Agreement or our applicable policies and rules, or if we have reason to believe that your pet poses a threat to others or the Community.

8. **Smoking.** Except for grandfathered residents, smoking is not permitted in any part of the Community.
9. **Amendment.** Except as otherwise amended by this Addendum, the terms and provisions of the Residency Agreement shall remain in full force and effect. Any term not otherwise defined in this Addendum shall have the meaning ascribed to such term in the Residency Agreement.

**BY THEIR SIGNATURES,** the parties or their representatives have executed this Addendum.

Resident	Print Name	Date
<small>DocuSigned by:</small> 	Michael Bishop	7/29/2022
<small>3DA8203F1E664D9...</small> Legal Representative	Print Name	Date

For Legal Representative's signature, indicate legal authority: Court Appointed Guardian

<small>DocuSigned by:</small> 	Executive Director	7/30/2022
<small>9A10F75D6018406...</small> For Company	Title	Date

## STATEMENT OF FINANCIAL RESPONSIBILITY

Michael Bishop ("Guarantor" or "you") and Brookdale Senior Living Communities, Inc. d/b/a Brookdale Delta MC (MI) (the "Company," "us," "we" or "our"), agree as follows:

The Resident named in the attached Residency Agreement desires to live at the Community and we are willing to enter into the Residency Agreement if the Resident has an individual who is willing to fulfill the conditions of this Statement of Financial Responsibility; and

In consideration for our accepting the Resident into the Community, you agree to fulfill the provisions of this Statement of Financial Responsibility, if and as necessary.

Therefore, in consideration of the mutual covenants contained in this Statement of Financial Responsibility, the parties agree as follows:

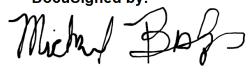

**I. PERSONAL ASSISTANCE.** In the event the condition of the Resident requires such assistance, and upon our request, you will assist Resident or legally responsible person, as necessary by:

- A. Participating with our associates in evaluating Resident's needs and in planning and implementing an appropriate plan for Resident's care;
- B. Maintaining Resident's welfare and fulfilling Resident's obligations under the Residency Agreement;
- C. Relocating Resident following termination and removing the Resident's property;
- D. Transferring Resident to a hospital, nursing home, or other facility in the event that Resident requires care we do not offer;
- E. Making necessary arrangements for funeral services and burial in the event of death.

**II. FINANCIAL RESPONSIBILITY.** If Resident fails to make payments due to us under the Residency Agreement, you agree to pay us such amounts within thirty (30) days of receiving written notice of nonpayment.

**III. REVIEW OF RESIDENCY AGREEMENT.** You acknowledge that you have received and reviewed a copy of the Residency Agreement, and have had an opportunity to ask questions.

**BY THEIR SIGNATURES,** the parties have executed this Agreement to be effective as of July 31, 2022.

<p><small>DocuSigned by:</small>    <small>3DA8203F1E664D9</small>  <b>7/29/2022</b></p>	--	<p>B210603040067</p>
<p>Guarantor</p>	SSN	D.L.No.
<p>(Should be signed by someone who is <b>not</b> the Resident)</p>		
<p><small>DocuSigned by:</small>    <small>9A10E75D0018400</small>  <b>7/30/2022</b></p>		<p><b>Executive Director</b></p>
<p>For Company</p>	Title	Date

**SEND NOTICES TO GUARANTOR AT:**

<b>Address:</b>	<b>Michael Bishop 8607 Carlsbad Ln. Lansing MI 48917</b>
<b>Home and Work Phone Nos.:</b>	--
<b>Cell Phone No.:</b>	<b>(517) 775-4916</b>
<b>Email Address:</b>	<b>mbishop12565@gmail.com</b>



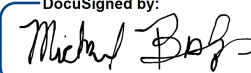
April 2021

## ADDENDUM TO THE RESIDENCY AGREEMENT COMMUNITY FEE INCENTIVE

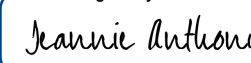
THIS ADDENDUM TO RESIDENCY AGREEMENT (the "Addendum"), effective July 31, 2022 is made between Margaret Rose Bishop ("Resident", "you", or "your") and Brookdale Senior Living Communities, Inc. d/b/a Brookdale Delta MC (MI) ("Community," "we" or "us") and modifies and is made part of the Residency Agreement dated as of the date hereof ("Residency Agreement").

1. **Waiver of Community Fee.** Based on you moving in or taking financial responsibility for an apartment in the Community by July 31, 2022, Community will waive \$1000.00 ("Incentive") of its Community Fee of \$2000.00. Your new Community Fee will be \$1000.00. All other charges set forth in the Residency Agreement shall remain in full force and effect.
2. **Transferability Rules.** You understand and acknowledge that this Incentive is non-transferable, meaning if you choose to move into a different Brookdale affiliated community, this Incentive will not transfer to the other community. In addition, this Incentive will not transfer to another individual.
3. **Termination.** It is further explicitly understood that the terms of the Residency Agreement regarding termination of the contract are not affected by this Addendum and remain in full force and effect.
4. **Amendment.** Except as otherwise amended by this Addendum, the terms and provisions of the Residency Agreement shall remain in full force and effect. Any term not otherwise defined in this Addendum shall have the meaning ascribed to such term in the Residency Agreement.

**BY THEIR SIGNATURES**, the parties or their representatives have executed this Addendum.

Resident <small>DocuSigned by:</small>  <small>3DA6203F1E664D9...</small>	Print Name  Michael Bishop	Date  7/29/2022
Legal Representative	Print Name	Date

For Legal Representative's signature, indicate legal authority: Court Appointed Guardian

<small>DocuSigned by:</small>  <small>9A10E73D6018406...</small>	Executive Director	7/30/2022
For Company	Title	Date

## ADDENDUM TO THE RESIDENCY AGREEMENT LARGE EMPLOYER GROUP BASIC SERVICE RATE DISCOUNT

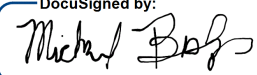
THIS ADDENDUM TO RESIDENCY AGREEMENT (the “Addendum”), dated July 31, 2022 is made between Margaret Rose Bishop (the “Resident”) and Brookdale Senior Living Communities, Inc. d/b/a Brookdale Delta MC (MI) (the “Community”, “We”, or “Us”), and modifies and is made part of the Residency Agreement dated as of the date hereof (“Agreement”).

1. **Qualification.** The parties agree that Resident qualifies for the Discount set forth in Section 2 below pursuant to an Assisted and Independent Living Pricing Agreement between Brookdale Senior Living Inc. and Sparrow Health System (“Company”). The Discount applies to Company’s current employees and their spouse, adult children, corresponding in-law or “step” adult children through the then current spouse, sibling(s), parent(s), and grandparent(s) (each a “Participant”). To receive the Discount, Resident agrees to provide proof of the Participant’s current employment with the Company, or proof of bona fide retirement status from Company, upon request. Resident further agrees to provide confirmation of their relationship status with such Participant, if applicable.
2. **Basic Service Rate Discount.** The Community agrees to discount the published Basic Service Rate by 7.5% (“Discount Percent”) thereby equaling a total Basic Service Rate Discount of \$337.13 (“Discount”). The Discount Percent and total Discount are set amounts and will not change during the term of the Agreement. The Discount will remain in effect unless otherwise terminated as provided for in Sections 3, 4, and 5 of this Addendum. Additionally, the amount of the Discount may be recalculated in accordance with Section 6 of this Addendum. You understand that the Basic Service Rate will continue to be subject to increases pursuant to the terms of the Agreement. You further understand that, unless your residency is subject to all-inclusive pricing, the Basic Service Rate excludes personal care.
3. **Exclusions.** You understand that the Basic Service Rate also excludes Therapeutic Services, Select Services and any other costs that are not included in the Basic Service Rate under your Agreement and that you remain responsible for paying the full charge for such services. The Discount does not apply to any room, board or services which are paid for all or in part by any state or federally funded program (such as a Medicare program or Medicaid waiver program). In addition, the Discount does not apply to skilled nursing facility services.
4. **Discount Termination.** Notwithstanding anything to the contrary in this Addendum, the parties agree that the Discount shall terminate immediately if the ownership of the Community is sold to any other entity or if Community ceases operation.
5. **Automatic Withdrawal.** You understand that to be eligible for this Discount, you may be required now or in the future to establish an Automatic Withdrawal Account to withdraw payments for the above resident from a designated checking, savings or money market account to pay amounts due under the Agreement. If requested by the Community, you agree to timely sign an Automatic Withdrawal Authorization. If the Automatic Withdrawal Authorization is cancelled by you or on your behalf or if Brookdale cancels due to insufficient funds, the Discount will be terminated and you will be responsible for payment of the then current market rate for that apartment style or living option.




6. **Transferability.** If you move to a different Brookdale community or change levels of care (Independent, Assisted, or Memory Care) within the same Community, the Discount will be recalculated based on the market basic service rate of your new unit/apartment. If you choose to relocate to a different apartment style within the same Community and the same level of care or if you choose to have a roommate at any point during your residency, your Discount will be recalculated based on the market basic service rate of your new unit/apartment. In addition, this Discount will not transfer to another individual.
7. **Termination.** It is further explicitly understood that the terms of the Agreement regarding termination of the contract are not affected by this Addendum and remain in full force and effect.
8. **Amendment.** Except as otherwise amended by this Addendum, the terms and provisions of the Agreement shall remain in full force and effect. Any term not otherwise defined in this Addendum shall have the meaning ascribed to such term in the Agreement.

**BY THEIR SIGNATURES,** the parties or their representatives have executed this Addendum.

Resident <small>DocuSigned by:</small>  <small>3DA8203F1E664D9...</small> Legal Representative	Print Name  Michael Bishop Print Name	Date  7/29/2022 Date
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For Legal Representative's signature, indicate legal authority: Court Appointed Guardian

<small>DocuSigned by:</small>  <small>9A10E75D6018406...</small> For Company	Title  Executive Director	Date 7/30/2022
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April 2021

## ADDENDUM TO THE RESIDENCY AGREEMENT TIME LIMITED INCENTIVE

THIS ADDENDUM TO RESIDENCY AGREEMENT (the “Addendum”), dated July 29, 2022, is made between Margaret Rose Bishop (“Resident,” “your” or “you”) and Brookdale Senior Living Communities, Inc. d/b/a Brookdale Delta MC (MI) (“Community,” “we” or “us”) and modifies and is made part of the Residency Agreement dated as of the date hereof (“Agreement”).

1. **Basic Service Rate Discount.** During the following specified months listed below, your Basic Service Rate of \$4495.00 per month (“BSR”) will be reduced by the amounts specified below for each month (“Incentive”), for a total possible incentive of \$250.00 presuming continued occupancy during the Incentive Period.

AUG 2022	250.00
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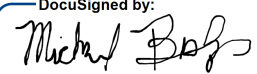
Resident understands that the BSR will continue to be subject to increases pursuant to the terms of the Agreement and that, following such increase, the Incentive will be applied to the BSR. You understand that the Incentive excludes personal care, therapeutic services, select services, and any other costs that are not included in the BSR under your Agreement and that you remain responsible for paying the full charge for such services. Charges for those excluded services may be increased in accordance with the terms of the Agreement.

2. **Non-Transferability.** You understand and acknowledge that the Incentive is nontransferable, meaning if you move to another Brookdale affiliated community, this Incentive will not transfer to the new community. In addition, this Incentive will not transfer to another individual. When changing levels of care, (Independent, Assisted, or Memory Care), the Incentive will be non-transferable.
3. **Effect of Relocation within the Community.** If you choose to relocate to a different apartment style at the same level of care within the Community, your BSR will be adjusted to be equitable with the then-current market rate BSR for that apartment style or living option at the time of relocation, but will be subject to the Incentive, set forth in Section 1 above.
4. **Effect of Joint Occupancy.** If you choose to have a roommate at any point during your residency at the Community, your BSR will be adjusted to be equitable with the then-current market rate for that living option at the time of joint occupancy, but will be subject to the Incentive set forth in Section 1 above. If you currently have a decreased BSR due to joint occupancy (i.e., Companion Suite) and your apartment subsequently ceases to be jointly occupied, your BSR will increase to the then-current BSR for single occupancy, but will be subject to the Incentive set forth in Section 1 above.

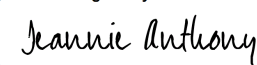
April 2021

5. **Termination.** It is further explicitly understood that the terms of the Agreement regarding termination of the contract are not affected by this Addendum and remain in full force and effect.
6. **Amendment.** Except as otherwise amended by this Addendum, the terms and provisions of the Agreement shall remain in full force and effect. Any term not otherwise defined in this Addendum shall have the meaning ascribed to such term in the Agreement.

**BY THEIR SIGNATURES,** the parties or their representatives have executed this Addendum.

Resident <small>DocuSigned by:</small>	Print Name	Date
	Michael Bishop	7/29/2022
<small>3DA6203F1E664D9...</small> Legal Representative	Print Name	Date

For Legal Representative's signature, indicate legal authority: Court Appointed Guardian

<small>DocuSigned by:</small>		
	Executive Director	7/30/2022
<small>9A1DE75D6018406...</small> For Company	Title	Date

**ADDENDUM TO THE RESIDENCY AGREEMENT  
ALL INCLUSIVE PRICING**

THIS ADDENDUM TO THE RESIDENCY AGREEMENT (the “Addendum”), dated July 29, 2022, is made between Margaret Rose Bishop (“Resident,” “your” or “you”) and Brookdale Senior Living Communities, Inc. d/b/a Brookdale Delta MC (MI) (“Community,” “we” or “us”) and modifies and is made part of the Residency Agreement dated as of the date hereof (“Residency Agreement”).

1. Section I.A, Basic Services shall be amended by the addition of the following paragraph:

**Personal Services.** We will provide those personal services that are included as part of the personal service assessment. Such services do not include Select Services or Therapeutic Services described in Section I.C below.

2. Section I.B, Personal Service Plan shall be revised to read as follows:

**Personal Service Plan.** Prior to moving in and periodically throughout your residency, we will use a personal service assessment to determine the personal services you require. The personal service assessment will be used to develop your Personal Service Plan.

3. Section I.C, Available Select and Therapeutic Services shall be revised to read as follows:

**AVAILABLE SELECT AND THERAPEUTIC SERVICES.** Select Services and Therapeutic Services are available to you at your request. Such additional services are not included in the Basic Service Rate. Where available, such services may include, but are not limited to guest meals, transportation beyond that which is included in the Basic Service Rate, transportation escort services, enhanced cable television, special events or certain clinical services. The available Select Services and Therapeutic Services as well as the associated prices are found on Exhibit X and Exhibit Y to this Agreement.

4. The second paragraph of Section I.D, Services Not Covered by the Residency Agreement shall be revised to read as follows:

You are responsible for obtaining and paying for all third party provider services, whether provided by Company affiliates, our subcontractors, third party health care and medical providers, or others. These services may include, but are not limited to, pharmacy, therapy, podiatry, dentistry, ophthalmology, home health, hospice, private companion, beauty/barber or other health care services. These third party provider services are not included in the Basic Service Rate or rates for Select Services and Therapeutic Services. Fees for such services will be billed to you directly by the third party service provider, unless otherwise agreed to by the parties. All third party service providers (including, but not limited to, health care service providers) must agree to adhere to our standards for outside providers prior to being permitted to provide services in the Community.

5. Section III.B shall be renamed “Basic Service Rate” and revised to read as follows:

1. **Rate.** You agree to pay the Basic Service Rate as indicated in Exhibit A.
2. **Refund.** We will refund a prorated share of the Basic Service Rate if this Agreement is terminated before the end of a month:
  - a. following written notice in accordance with Section IV;

- b. because you require care that is not offered by us; or
- c. by reason of death.

Refunds will be prorated (using 30.5 days to calculate the Daily Rate) from the later of the termination date or the date by which you have vacated and all of your belongings are removed from the Community. Unless prohibited by law, you agree we may offset such refunds by any amount due under the terms of this Agreement.

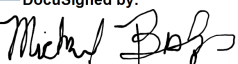
6. Section III.F, Rate Changes shall be revised to read as follows:

**Rate Changes.** We will provide thirty (30) days written notice of any change in the charges for Basic Services, Select Services, and Therapeutic Services. Additionally, we may offer or require a change in the Personal Service Plan when we determine additional services are requested or required.


7. Exhibit A, Schedule of Services and Rates, which has been revised to remove all references to the Personal Service Rate and Monthly Service Rate, is attached hereto.

Except as otherwise amended by this Addendum, the terms and provisions of the Residency Agreement shall remain in full force and effect. Any term not otherwise defined in this Addendum shall have the meaning ascribed to such term in the Residency Agreement.

IN WITNESS WHEREOF, Resident and Community have executed this Addendum effective as of the date first listed above.

Resident	Print Name	Date
<div style="border: 1px solid black; border-radius: 5px; padding: 2px;"> <small>DocuSigned by:</small>    <small>3DA8203F1E664D9...</small> </div>	Michael Bishop	7/29/2022
Legal Representative	Print Name	Date

For Legal Representative's signature, indicate legal authority: Court Appointed Guardian

<div style="border: 1px solid black; border-radius: 5px; padding: 2px;"> <small>DocuSigned by:</small>    <small>9A10E75D6018406...</small> </div>	Executive Director	7/30/2022
For Company	Title	Date

## EXHIBIT A SCHEDULE OF SERVICES AND RATES

Resident Margaret Rose Bishop  
Suite Type and Number B4-A

**COMMUNITY FEE** (Prior to Move-in) \$2000.00

**BASIC SERVICE RATE** \$4495.00

(Check below if applicable)



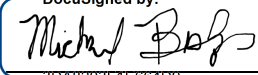
The Basic Service Rate above is the Basic Service Rate for a Companion Suite. If the Companion Suite converts to single occupancy, the Basic Service Rate will adjust to the then current single occupancy Basic Service Rate for such Suite.

**SELECT SERVICES AND THERAPEUTIC SERVICES** \$ 0.00 \*

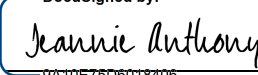
(The Select Service List and Therapeutic Services List are attached as Exhibits X and Y)

\*Amount varies based upon monthly usage.

**I acknowledge receipt of Exhibits X and Y and agree to the above Schedule of Services and Rates to commence as of July 31, 2022. I understand and agree that the Company has the right to change these rates and/or change the services provided in accordance with the provisions of the Residency Agreement.**

Resident	Print Name	Date
DocuSigned by: 	Michael Bishop	7/29/2022
3DA8203F1E664D9...	Print Name	Date
Legal Representative		

For Legal Representative's signature, indicate legal authority: Court Appointed Guardian

DocuSigned by: 	Executive Director	7/30/2022
9A10E75D6018406...	Title	Date
For Company		



## Select and Therapeutic Services List

02220-MC - Brookdale Delta MC (MI)

### Exhibit X - Select Services List

Service	Per Occurrence Price	Monthly Recurring Price
Cable Television (If not included in the Basic Service Rate)		\$45.00
Companion - Appointment & Shopping (Does not include transportation)	\$39.00 (per hour)	
Companion - Private Duty	\$45.00 (per hour)	
Dining - Guest Meals	\$14.00 (each)	
Dining - Room/Tray Service - 1 meal per Day		\$221.00
Dining - Room/Tray Service - 2 meals per Day		\$441.00
Dining - Room/Tray Service - 3 meals per Day		\$657.00
Housekeeping - Additional		\$118.00
Incontinence Products - Briefs	\$9.00 (each)	
Incontinence Products - Gloves	\$12.00 (per box)	
Incontinence Products - Wipes	\$11.00 (per box)	
Laundry - Additional		\$134.00
Medication - Preparation of Non-Standard Packaged Medications (Includes cost of Non-Preferred Pharmacy)		\$344.00
Medication - Use of Non-Preferred Pharmacy		\$134.00
Other		
Transportation	\$93.00 (per hour)	

### Exhibit Y - Therapeutic Services List

Service	Per Occurrence Price	Monthly Recurring Price
Bowel Management - Enema	\$52.00 (each)	
Bowel Management	\$39.00 (each)	
Dressing & Grooming - Prescription Compression Stockings		\$394.00
Dressing & Grooming - Short-Term Cast, Splint or Brace Care	\$29.00 (per day)	
Inhaler	\$10.00 (each)	
Medication - Prescription Injectable Medication (e.g. B12; not insulin)	\$23.00 (each)	
Medication Administration (short course of meds)	\$23.00 (per day)	
Nutrition - Physician Ordered Nutritional Monitoring	\$38.00 (per day)	
Other		
Showering & Bathing - Sitz bath	\$12.00 (each)	
Showering & Bathing - Whirlpool	\$44.00 (each)	

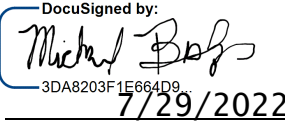
Skin & Wound Care - Dressing Change for 1 Stage I or II Wound or Closed Surgical Wound/Stasis Ulcer	\$45.00 (each)	
Skin & Wound Care - Dressing Change for 1 Stage I or II Wound or Closed Surgical Wound/Stasis Ulcer		\$1,608.00
Skin & Wound Care - Dressing Change for 2 or more Stage I or II Wound or Closed Surgical Wound/Stasis Ulcer		\$3,216.00
Skin & Wound Care - Dressing Change for Skin Tear	\$27.00 (each)	
T.B. Skin Test	\$65.00 (each)	
Telephonic Pacemaker Testing - 1/month	\$54.00 (each)	
Testing & Monitoring - Continuous Glucose Monitoring: Sensor Replacement	\$10.00 (Each)	

*Services on Exhibits X and Y are in addition to the Basic Service Rate or Personal Service Rate. Depending on licensure requirements and available staffing, not all services listed may be available at the community.*

*Contact the Executive Director to verify if a listed service is available or for more information about other services that may be available.*

By my signature, I acknowledge the Select and Therapeutic Service elections made. I agree that I will be charged each time I utilize one of these services at the Community.

Finally, I understand and agree that the Company has the right to change the rates and/or services listed herein in accordance with the applicable provisions of the Residency Agreement.

Resident	Print Name	Date
 3DA8203F1E664D9...	Michael Bishop	7/29/2022
Legal Representative	Print Name	Date

For Legal Representative signature, indicate legal authority: Court Appointed Guardian





## Authorization Agreement for Electronic Fund Transfers (ACH Debits and Credits)

Community Use Only:  
**\*Required\***

BU# \_\_\_\_\_

This Resident is:  
(Please check one of the following)

\_\_\_ AL, RC - RP#: \_\_\_\_\_

\_\_\_ SNF - Resident#: \_\_\_\_\_

Resident Name: \_\_\_\_\_

Responsible Party Name: \_\_\_\_\_

Check One: \_\_\_ Establish an account for electronic fund transfers (ACH)

\_\_\_ Change existing account for electronic fund transfers or monthly withdrawal date

Account Type: \_\_\_ Checking \_\_\_ Savings \_\_\_ Money Market

Begin ACH withdrawals/transfers on (check one\*) the \_\_\_ 1st or \_\_\_ 5th in the month of \_\_\_\_\_

**\*Failure to select a withdrawal/transfer date will result in a default date of the fifth of each month.**

I hereby authorize Brookdale Senior Living Inc. (Brookdale) to initiate ACH debit (withdrawal) entries in payment of the monthly fees for the above resident from the checking, savings or money market accounts designated below. I further authorize Brookdale to initiate ACH credit (deposit) entries to the designated account for any overpayments, erroneous withdrawals or funds due from Brookdale. I understand that there is an approximately six (6)-week processing period before my first payment will be automatically debited from my account. Payments will be withdrawn on the designated date above for that month's rent, service fees and/or ancillary charges.

I agree to notify the Accounts Receivable Department of Brookdale in writing of (1) any changes to my bank account number or financial institution and (2) upon the closing of the account listed below. Written notifications should be mailed to Brookdale Senior Living Inc., Attn: Accounts Receivable, 6737 W. Washington Street, Suite 2300, Milwaukee, WI 53214. A new Authorization Agreement form must be completed immediately to ensure authorization for electronic fund transfers with the correct account. The authority under this Authorization Agreement shall remain in effect until Brookdale receives written notification from me of its termination, and in such a manner as to afford Brookdale and all financial institutions involved a reasonable opportunity to act on it. I understand Brookdale reserves the right to cancel this Authorization Agreement after receiving an insufficient fund notice for two consecutive months when attempting an automatic withdrawal. I further understand that Brookdale cannot provide an ACH refund to me if I do not provide a valid email address.

By signing below, I confirm and agree to the foregoing and further authorize Brookdale to withdraw via ACH debit the total billed balance due, including any additional charges that occurred over the previous month.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### Staple Voided Check Here

- > Checking deposit tickets are not valid.
- > Handwritten account information is not valid.
- > Letters from bank with the account and routing number are accepted.
- > Auto withdrawal will not be completed without proper documentation.

Please note: Failure to complete this form in its entirety may result in delay in completion or in rejection of request.

**Please return this completed form to your Community Business Office. The address for your community can be found at Brookdale.com. Please select "Find Your Community".**