

Division of Licensing and Protection

HC 2 South, 280 State Drive

Waterbury, VT 05671-2060

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

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

Survey and Certification Fax (802) 241-0343

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

To Report Adult Abuse: (800) 564-1612

March 9, 2018

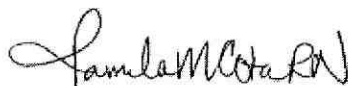
Ms. Nancy Peers, Administrator  
Brookdale At Fillmore Pond  
300 Village Lane  
Bennington, VT 05201-9041

Dear Ms. Peers:

Enclosed is a copy of your acceptable plans of correction for the survey conducted on **February 14, 2018**. Please post this document in a prominent place in your facility.

We may follow-up to verify that substantial compliance has been achieved and maintained. If we find that your facility has failed to achieve or maintain substantial compliance, remedies may be imposed.

Sincerely,



Pamela M. Cota, RN  
Licensing Chief



Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  0310	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING _____	(X3) DATE SURVEY COMPLETED  C 02/14/2018
--	--	---	---

NAME OF PROVIDER OR SUPPLIER  BROOKDALE AT FILLMORE POND	STREET ADDRESS, CITY, STATE, ZIP CODE 300 VILLAGE LANE BENNINGTON, VT 05201
--	---

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
--------------------	--	---------------	---	--------------------

R100	Initial Comments:  An unannounced on-site survey was completed by the Division of Licensing and Protection on 2/14/18. The purpose of the survey was to investigate two complaints and five mandatory self-reports. The following regulatory violation is related to one of the complaints.	R100	This Plan of Correction is not to be construed as an admission of or agreement with the findings and conclusions in the Statement of Deficiencies, or the proposed administrative penalty (with right to correct) on the community. Rather, it is submitted as confirmation of our ongoing efforts to comply with all statutory and regulatory requirements. In this document, we have outlined specific actions in response to each allegation or finding. We have not presented all contrary factual or legal arguments, nor have we identified all mitigating factors.	
R101 SS=D	V. RESIDENT CARE AND HOME SERVICES  5.1. Eligibility  5.1.a The licensee shall not accept or retain as a resident any individual who meets level of care eligibility for nursing home admission, or who otherwise has care needs which exceed what the home is able to safely and appropriately provide.  This REQUIREMENT is not met as evidenced by: Based on staff interview and record review, the licensee failed to request a variance for one applicable resident in the total sample of 6 whose care needs met eligibility for nursing home admission. (Resident #1). Findings include:  Per record review and interview with the RN RCD (Registered Nurse Resident Care Director) on 2/13/18 at 4 PM, Resident #1 required extensive weight bearing assistance of 2 staff for completion of ADLS (activities of daily living including transfers, toileting, locomotion, ambulation and bathing/hygiene) on a daily basis. His "Resident Evacuation Ability Evaluation" dated 1/15/18 stated "needs full assistance w/c (wheelchair) and assist of 2 with transfers, full explanations, (may not respond), level 4, needs assist to evacuate". The Resident Care Profile	R101	Correction: All residents have been evaluated for potential need and requirement for variance. Two additional variances were submitted and approved. Three more residents requiring variances were identified, we are awaiting physicians' signatures and will submit to the State of Vermont Division of Licensing and Protection when received.  Resident #1 was not residing in the community at the time of the onsite survey visit. He was discharged from the community on 02/14/2018 due to higher level of care needs.  All residents will be reviewed for higher level of care needs on an ongoing basis at our monthly collaborative care review meetings.  Responsible Persons: Executive Director and Health and Wellness Director	03/31/2018

Division of Licensing and Protection  
LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

*[Signature]*

TITLE

*Executive Director*

(X5) DATE

3/7/18

R101-R113 POC accepted 3/8/18 MBChen RN/PMC

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  0310	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING _____	(X3) DATE SURVEY COMPLETED  C 02/14/2018
--	--	---	---

NAME OF PROVIDER OR SUPPLIER  BROOKDALE AT FILLMORE POND	STREET ADDRESS, CITY, STATE, ZIP CODE 300 VILLAGE LANE BENNINGTON, VT 05201
--	---

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
--------------------	--	---------------	---	--------------------

R101 Continued From page 1  
stated that the resident 'could be combative with care'. The Resident Assessment dated 9/20/17 coded the resident as severely cognitively impaired and needing assistance of 2 staff for transfers, locomotion with the w/c, toileting, hygiene and bathing.  
The facility's failure to request a variance in order to retain a resident whose care needs exceeded those they were licensed to provide was confirmed with the RCD and the Administrator (ADM) on 2/14/18 at 4 PM.

R101

R113  
SS=C V. RESIDENT CARE AND HOME SERVICES  
  
5.3 Discharge and Transfer Requirements  
5.3.a Involuntary Discharge or Transfer of Residents  
  
(1)An involuntary discharge of a resident is the removal of the resident from a residential care home when the resident or the resident's legal representative has not requested or consented in advance to the removal. A transfer is the removal of the resident from the room the resident currently occupies to another room in the home or to another facility with an anticipated return to the home. An involuntary discharge or transfer may occur only when:  
  
i. The resident's care needs exceed those which the home is licensed or approved through a variance to provide; or  
ii. The home is unable to meet the resident's assessed needs; or  
iii. The resident presents a threat to the resident's self or the welfare of other residents or staff; or  
iv. The discharge or transfer is ordered by a

R113

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  0310	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING _____	(X3) DATE SURVEY COMPLETED  C 02/14/2018
--	--	---	---

NAME OF PROVIDER OR SUPPLIER  BROOKDALE AT FILLMORE POND	STREET ADDRESS, CITY, STATE, ZIP CODE 300 VILLAGE LANE BENNINGTON, VT 05201
--	---

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
--------------------	--	---------------	---	--------------------

R113	<p>Continued From page 2</p> <p>court; or v. The resident has failed to pay monthly charges for room, board and care in accordance with the admission agreement.</p> <p>This REQUIREMENT is not met as evidenced by: Based on staff interview and record review, the facility failed to adhere to the 5 specific reasons for involuntary discharge of residents in it's wording in the admission agreements in use at the time of the survey. This practice had the potential to affect all resident's of the facility's dementia unit. Findings include:</p> <p>Per review of the facility's policy entitled "ADMISSION/DISCHARGE POLICY - VT - 2, Applies to Assisted Living, Alzheimer's and Dementia Care - VT, Policy Detail, 3. Discharge Criteria. The community may discharge a resident based on the following criteria: d). Resident repeatedly refuses to participate in the resident's service plan.</p> <p>Per review of the Vermont Residential Care Licensing Regulations, under VI Resident Rights, 6.15 Residents have the right to refuse care to the extent allowed by law...If the resident makes a fully informed decision to refuse care, the home must respect that decision and is absolved of further responsibility. The facility's admission agreements provide no qualifying information except that they may discharge a resident who repeatedly refuses to participate in the service plan, which is a violation of each resident's rights. Per review, Vermont regulation R 113 (5.3. a (1)) states that "An involuntary discharge may only occur when; and lists the 5 specified reasons/criteria facility's</p>	R113	<p>Correction: Attached is the revised Admission/ Discharge Policy-VT 2, effective March, 2018 under Discharge Criteria (item 3), the five specific reasons for discharge of a resident.</p> <p>Also attached is the revised Residency Agreement effective 3-5-18; page 7, item C-Termination by the Company; the five specific reasons according to the regulations for termination of a residency.</p> <p>Responsible Persons: Executive Director and Health and Wellness Director</p>	03/07/2018
------	--	------	--	------------

Division of Licensing and Protection

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  0310	(X2) MULTIPLE CONSTRUCTION A. BUILDING: _____  B. WING _____	(X3) DATE SURVEY COMPLETED  C 02/14/2018
--	--	---	---

NAME OF PROVIDER OR SUPPLIER  BROOKDALE AT FILLMORE POND	STREET ADDRESS, CITY, STATE, ZIP CODE 300 VILLAGE LANE BENNINGTON, VT 05201
--	---

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
R113	<p>Continued From page 3</p> <p>may use to involuntarily discharge a resident from the home. A resident's failure to participate in any plan of care, without the qualifiers included under, VI, 6.15 Residents have the right to refuse care.....etc., fails to meet any of the 5 criteria included at reference R 113, 5.3. a., (1) Involuntary Discharge and Transfer of Residents: An involuntary discharge or transfer may only occur when:, i - v.:</p> <ul style="list-style-type: none"> <li>i. The resident's care needs exceed those which the home is licensed or approved through a variance to provide; or</li> <li>ii The home is unable to meet the resident's assessed needs; or</li> <li>iii. The resident presents a threat to the resident's self or the welfare of other residents or staff; or</li> <li>iv. The discharge or transfer is ordered by a court; or</li> <li>v. The resident has failed to pay monthly charges for room, board and care in accordance with the admission agreement.</li> </ul> <p>The non-compliant language regarding reason for an involuntary discharge was confirmed with the ADM and the RN RCD at 4 PM on 2/14/18.</p>	R113		

<b>Policy Name:</b> Admission/Discharge Policy – VT-2	<b>Effective Date:</b> 10/2015
<b>Category/Sub-Function:</b> Operations/Clinical Services	<b>Last Revised:</b> 7/2016; 3/2018
<b>Applies to:</b> Assisted Living, Alzheimer's and Dementia Care - VT	<b>Policy Owner:</b> SVP Clinical Services

### Policy Overview

The community may admit, retain or discharge older adults per Brookdale and state regulatory criteria.

### Policy Detail

1. **Admission Criteria.** The community may admit and retain older adults who meet the following criteria:
  - a) Can exhibit signs of confusion and forgetfulness, and behaviors can be managed through programmatic services.
  - b) Can exhibit wandering behavior; but if elopement is a risk, behavior must be able to be managed through programmatic services.
  - c) 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.
  - d) Does not require 24-hour skilled nursing services for an extended period of time.
  - e) Is not experiencing behavior that would be dangerous to self or others.
  - f) Does not require restraints except as permitted by state law.
  - g) Must be capable of payment for services, in accordance with the Residency Agreement.
  - h) Must be free from communicable disease.
  - i) Cannot be a danger to himself/herself or others.
  - j) Is able to feed himself independently and/or; does not require monitoring of diet.
  - k) Does not require total assistance with bathing and dressing.
  - l) May accept and retain any individual 18 years old or older, including those whose needs meet the definition of nursing home level of care if those needs can be met by the assisted living residence, with the following exceptions:
    - i. any individual who has a serious, acute illness requiring the medical, surgical or nursing care provided by a general or special hospital; and
    - ii. any individual who has the following equipment, treatment or care needs: ventilator, respirator, stage 3 or 4 pressure injury, naso-pharangeal, oral or trachial suctioning or two-person assistance to transfer from bed or chair or to ambulate.
    - iii. A current resident of the facility who develops a need for equipment, treatment or care as listed above or who develops a terminal illness may remain in the residence so long as the licensee can safely meet the resident's needs and/or the resident's care needs are met by an appropriate licensed provider.
2. **Population Needs.** The needs of the current population will be taken into account with any potential new admission.
3. **Discharge Criteria.** The community may discharge a resident based on the following criteria:
  - a) The resident's care needs exceed those which the home is licensed or approved through a variance to provide;

- b) The home is unable to meet the resident's assessed needs;
  - c) The resident presents a threat to the resident's self or the welfare of other residents or staff;
  - d) The discharge or transfer is ordered by a court;
  - e) The resident has failed to pay monthly charges for room, board and care in accordance with the Residency Agreement.
4. **Discharge Notice.** A resident being asked to relocate from the community will be given notice in accordance with the Residency Agreement

**Related Documents/ Other Manuals**

Admission Move-in Review Criteria CG

**Forms/Links**

None



## RESIDENCY AGREEMENT

This Agreement ("Agreement") dated March 7, 2018 is made by and between Emeritus Corporation d/b/a Brookdale Fillmore Pond (the "Company," "us," "we" or "our"), and Ms. TEST ("Resident," "you" or "your").

We operate the community located at 300 Village Lane, Bennington, VT 05201 (the "Community") which is licensed by the State of Vermont as a Residential Care Home 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** – Unless otherwise noted in the Addendum to the Residency Agreement, 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.
- ◆ **Toiletries and Personal Hygiene** – Unless otherwise noted in the Addendum to the Residency Agreement, we will not provide toiletries and personal hygiene products.
- ◆ **Staffing 24 hours a day** – Associates are available 24 hours a day, seven days a week.



- ◆ **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.
- 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 periodically 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 thirty (30) 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 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 in our judgment 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 Vermont as an Residential Care Home. 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 that the Community has shared common areas, and you agree to honor all rules of courtesy and respect for others. 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. 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 understand that failure to abide by such policies may result in your discharge from the Community.

- J. **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.

- K. **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.

### 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**. In accordance with Section IV, we will refund a prorated share of the Monthly Service Rate if this Agreement is terminated before the end of a month:
  - a. following thirty (30) days written notice;
  - 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. Once a resident is discharged or removed from the community, the resident shall receive a refund, within fifteen (15) days of discharge, for any funds paid in advance for each day care services were not provided.

**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.** The Community will give each resident and the licensing agency a written ninety (90) day notice when its services, rates, retention policies or physical plan will change so as to significantly enhance or significantly restrict the potential for aging in place.

**G. DIMINISHING FUNDS.** If you are unable to meet your payment obligations to us due to a change in financial status, and you are eligible to receive Enhanced Residential Services under the Choices for Care Medicaid Waiver program (See Section III.H below), you may be eligible for continued residence at the Community, subject to space-availability. Otherwise, we will provide assistance or information to help relocate you to an appropriate outside facility. Non-payment due to diminished funds is grounds for termination of this Agreement, and you will be given a discharge notice unless we have the capacity to retain you as a Choices for Care Enhanced Residential Care Resident. It is your responsibility to notify the Executive Director

or Designee within 180 days when a determination has been made that your funds will soon be diminished.

**H. CHOICES FOR CARE MEDICAID WAIVER, ENHANCED RESIDENTIAL CARE (ERC) SERVICES AND PAYMENT.** We participate in the Vermont Choices for Care Medicaid Waiver Program as an Enhanced Residential Care provider. We reserve the right on a case-by-case basis to accept you under the ERC program. If you are eligible, you will be responsible for paying us directly for your room and board, shopping and transportation (as defined in the Vermont Residential Care Home Licensing Regulations) as specified in **Exhibit D**.

We will bill Medicaid (ERC) for your enhanced care services each day we provide you with covered services. In addition, we will bill Medicaid (ACCS) for each day of service provided to you. We do not accept SSI (Supplemental Security Income) payment. If you have a patient share obligation in order to be eligible for Long-term care Medicaid as determined by Economic Services Division of the Department for Children and Families, you agree to pay to us the patient share each month. The patient share is in addition to your room and board obligation.

We agree that your Basic Service Rate, plus the funds received from Medicaid, will be the sole and complete payment for required services. These payments do not cover any Select and Therapeutic Services you may elect. We may continue to charge you the Basic Service Rate specified in **Exhibit D** during absences from the Community. Under the terms of the Medicaid program, we may not ask, require or accept from you or anyone, additional payment on days that you are absent from the Community or are admitted to another facility.

You will receive all of the aforementioned services, as well as the ACCS services below. In addition, you will receive the following ERC services as needed: a minimum of one (1) hour of RN services per week, two (2) hours of personal care assistance per day and daily social and recreational activities.

We will work with your Medicaid Waiver case manager to coordinate your service package.

*ACCS Services: Help with activities of daily living; medication assistance, monitoring and administration; 24 hour on-site assistive therapy; restorative nursing; nursing assessment, health monitoring, case management and routine tasks.*

#### 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. The resident's care needs exceed those which the Community is licensed or approved through a variance to provide;
  2. The Community is unable to meet the resident's assessed needs;
  3. The resident presents a threat to the resident's self or the welfare of other residents or staff;

4. The discharge or transfer is ordered by a court;
5. The resident has failed to pay monthly charges for room, board and care in accordance with the Residency Agreement.

We may, upon written notice to you, immediately terminate this Agreement, and transfer or discharge you for emergency medical or welfare reasons that would endanger the health and safety of yourself or others. We may also terminate this agreement with less than thirty days' written notice should your discharge be ordered or permitted by a court. If the emergency requires your immediate transfer, we will notify your legal representative as soon as practical. We will provide a written explanation for termination with less than thirty (30) days' notice.

Upon a ninety (90) days' written notice, we may terminate this Agreement if we discontinue all or part of our operation of the Community.

- 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. SERVICES PENDING TERMINATION.** You acknowledge and agree that, pending termination of the Agreement due to requiring services or staff not available in the Community, 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.

- F. 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.

- G. 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 or eviction, and including disputes regarding interpretation, scope, enforceability, unconscionability, waiver, preemption and/or violability of this Agreement, whether arising out of 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, irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be submitted to binding 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 Arbitration Provision, the Residency 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.
3. 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 Timothy Cesar, Brookdale Senior Living Inc., 6737 W, Washington St. #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.
4. The arbitration proceedings shall take place in the county in which the Community is located, unless agreed to otherwise by mutual consent of the parties.
5. The arbitration panel shall be composed of one (1) arbitrator. Subject to the requirements of section A.6, the parties shall agree upon an arbitrator that must be a member of the Vermont 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.
6. The arbitrator shall be unbiased 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.



7. Discovery in the arbitration proceeding shall be governed by the Vermont Rules of Civil Procedure. However, discovery may be modified by agreement of the parties.
  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 Vermont Rules of Evidence and Vermont 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, Vermont 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 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. The parties shall bear their own attorneys' fees and costs and hereby expressly waive any right to recover attorney fees or costs, actual or statutory.
  13. 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.
  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. The terms of this Arbitration Provision are severable.
  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 Vermont, 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, ammunition, 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.

- 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.

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

Resident/Legal Representative <small>(If Legal Representative signs, indicate legal authority (e.g. POA, Conservator, Guardian, etc.) on signature line)</small>	Print Name	Date
---	------------	------

For Company	Title	Date
-------------	-------	------

**LEGAL REPRESENTATIVE/RESPONSIBLE PARTY ADDRESS:**

**Name:** Test Test

**Address:** 123 Main Anytown, VT 05201

**Phone Nos.:** 802-447-7000

**Email:** \_\_\_\_\_

**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(K))
6. Personal Service Assessment
7. Personalized Service Plan

**ATTACHMENTS INCLUDED**

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

Exhibit C - Pharmacy Services Agreement

Exhibit D - Financial, Medicaid Waiver, Enhanced Residential Care Services and Payment

Exhibit E - Authorization to Use and Disclose Information

**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 Ms. TEST  
Suite Type and Number 01-1A

**COMMUNITY FEE** (Prior to Move-in) \$0.00  
**BASIC SERVICE RATE** \$0.00  
(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.

**PERSONAL SERVICE RATE** \$  
(The current Personal Service Price Schedule is attached as Exhibit Z)  
(See attached Personal Service Rate Report)

**MONTHLY SERVICE RATE** \$  
(Add Basic Service Rate and Personal Service Rate)

**SELECT SERVICES AND THERAPEUTIC SERVICES** \$\*  
(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 March 7th March 2018, 2018. 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/Legal Representative	Print Name	Date
<small>(If Legal Representative signs, indicate legal authority (e.g. POA, Conservator, Guardian, etc.) on signature line)</small>		

---

For Company	Title	Date
-------------	-------	------