Residency Agreement

WOLK MANOR
ENRICHED LIVING CENTER

V5:2.4.2026

TABLE OF CONTENTS

I. Housing Accommodations and Services 3
A. Housing Accommodations 3
B. Basic Services 4
C. Licensure/Certification Status 6
II. Disclosure Statement 6
III. Fees 9
A. Basic Rate 9
B. Supplemental or Additional Fees 9
C. Rate or Fee Schedule 9
D. Billing and Payment Terms 10
E. Adjustments to Basic Rate or Additional or Supplemental Fees 11
G. Bed Reservation 12
IV. Refund/Return of Resident Monies and Property 12
V. Transfer of Funds or Property to Operator 12
VI. Temporary Hold of Property/Items of Value Held in Operator's Custody 13
VII. Fiduciary Responsibility 13
VIII. Tipping 13
IX. Admission and Retention Criteria for an Assisted Living Residence 13
X. Rules of the Residence 15
XI. Responsibilities of Resident, Resident's Representative/ and Resident's Legal Representative 16
XII. Termination and Discharge 18
XIII. Transfer 20
XIV. Vacating Apartment 22
XV. Resident Rights and Responsibilities 22
XVI. Complaint Resolution 22
XVII. Miscellaneous Provisions 23
XVIII. Resident Representation 24
XIX. Agreement Authorization 25
(Optional) Personal Guarantee of Payment 26

TABLE OF EXHIBITS

I.A.1.	Identification of Living Space	27
I.A.2.	Furnishings/Appliances Provided by Operator	28
I.A.3.	Furnishings/Appliances Provided by You	29
I.C.	Additional Services/Amenities Available	30
I.D.	Licensure/Certification Status of Providers	31
III.C.	Rate or Fee Schedule	32
IV.	Rights of Residents in Assisted Living Residences	35
V.	Operator Procedures: Resident Grievances and Recommendations	38
VI.	Consumer Information Guide	39

WOLK MANOR ENRICHED LIVING CENTER

ENRICHED HOUSING PROGRAM RESIDENCY AGREEMENT

This agreement is made between Jewish Home of Rochester Senior Housing, Inc. (the "Operator"),_____(the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 4000 Summit Circle Drive, Rochester, NY 14618 an Assisted Living Residence ("The Residence") known as Wolk Manor Enriched Living Center (Wolk Manor) and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

B. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on _____ / _____ / __, the Operator shall provide the following housing accommodations and services to you, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. Your Living Space: You may occupy and use apartment #_____ which is:

☐ private living space ☐ semi-private living space

This apartment is identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. **Common Areas:** You will be provided with unrestricted access to common areas at The Residence. Specifically, general purpose rooms including the library, family room and game room are available 24 hours a day, seven days per week. Additionally, the great room, country kitchen, private dining room, and art room are available between the hours of 8 a.m. and 8 p.m. to use for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable due to scheduled group activities, maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

3. **Furnishings/Appliances Provided by The Operator:** Attached as Exhibit I.A.2. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your living space.

4. **Furnishings/Appliances Provided by You:** Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in Your living space. Such Exhibit also contains any limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

The following services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan.

1. **Meals and Snacks:** Three (3) nutritionally well-balanced kosher meals per day are served in the dining room and one (1) snack per day is included in Your Basic Rate. All meals served in the Wolk Manor dining room are kosher with no exception. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan:
    a. No Added Salt
    b. Low Concentrated Sweets

    Food and Drink are available to You 24 hours per day, seven days a week in the following ways:

    - The Country Kitchen is always stocked with snacks such as fruit, yogurt and juice.
    - Additionally, You may request a snack from the kitchen at any time.

2. **Activities:** The Operator will provide an organized and diverse program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of The Residence.

3. **Housekeeping:** Daily housekeeping service consisting of making the bed and removing trash as well as weekly vacuuming, dusting and cleaning of bathrooms as needed.

4. **Linen Service:** Residents may provide their own linens, which will be washed and folded, as needed. When not supplied by the Resident, the Operator will provide two (2) sheets; one (1) pillowcase, one (1) pillow, one (1) blanket, one (1) bedspread, and two (2) towels and washcloths, clean and in good condition.

5. **Laundry of Your Personal Washable Clothing:** Your personal laundry will be done weekly, with additional services provided as needed. Dry cleaning from an outside vendor can be arranged at Your expense.

6. **24-Hour Supervision:** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision includes a 24-hour a day emergency signaling device, which alerts staff of Wolk Manor that the Resident requires immediate attention and the other components of supervision as specified in law and required by the New York State Department of Health.

   If the Resident requires emergency medical assistance, the staff will request assistance from emergency medical services available in the area. The cost of such services is to be borne by the Resident except when payment is available under Medicare or other third-party coverage.

7. **Case Management:** The Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. **Personal Care:** Personal care services available to all ALR residents include Wellness checks such as weight and blood pressure monitoring; basic assistance with personal care including some assistance with bathing,

grooming, dressing, feeding, medication acquisition storage and disposal and assisting with self-administration of medications. If applicable, assistance with toileting, ambulation and transferring is also available. Assistance is also available as otherwise needed by the individual to conduct the activities of daily living, maintain good health, and participate in the ongoing activities of the enriched housing program. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Detailed fees for personal care services are included in this Agreement's rate or fee schedule on Exhibit III.C

9. **Development of Individualized Service Plan:** An Individualized Service Plan will be developed to address the resident's needs and will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

C. Licensure/Certification Status

The Operator is required to supply a list of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider. The Operator does not have arrangements with other providers currently. However, if that changes in the future, information will be provided.

II. Disclosure Statement

Jewish Home of Rochester Senior Housing, Inc., ("The Operator") as operator of Wolk Manor ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658(3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit VI. of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate Wolk Manor Enriched Living Center at 4000 Summit Circle Drive, Rochester, NY 14618, an Assisted Living Residence as well as an Enriched Housing Program.

   The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special

Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of twenty (20) persons.

b. Special Needs Assisted Living services for up to a maximum of eighteen (18) persons.

The Operator will post prominently in the Residence, monthly, the then-current number of vacancies under its Enhanced Assisted Living Services and Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living or Special Needs Assisted Living services, and space is available, You will be eligible to be admitted into the Enhanced Assisted Living program or Special Needs Assisted Living unit. If, however, such services are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements.

If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your living space within The Residence.

3. The owner of the real property upon which the Residence is located is Jewish Home. The mailing address of such real property owner is 2021 Winton Road South, Rochester, New York 14618. The following individual is authorized to accept personal service on behalf of such real property owner: Michael S. King, President and CEO, 2021 Winton Road South, Rochester, New York 14618.

4. The Operator of the Residence is Jewish Home of Rochester Senior Housing, Inc. The mailing address of the Operator is 4000 Summit Circle Drive, Rochester, New York 14618. The following individual is authorized to accept personal service

on behalf of the Operator: Michael S. King, President and CEO, 2021 Winton Road South, Rochester, New York 14618.

5. List any ownership interest in excess of ten percent (10%) on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of Wolk Manor: NONE.

6. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of Wolk Manor, in the Operator: NONE.

7. All residents have the right to receive services from any provider, regardless of whether the Operator of this residence has an arrangement with the provider.

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Residents should be aware that the facility does not accept public funds payments as payment in full.

10. The New York State Department of Health's toll-free telephone number for reporting complaints regarding the services provided by the Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (LTCOP) provides a toll-free number 1-855-582-6769 to request an Ombudsman to advocate for the resident. 585-287-6414 is the Local LTCOP telephone number. The NYSLTCOP website is www.ltcombudsman.ny.gov

12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-488 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

III. Fees

A. Basic Rate

Assisted Living Residences are permitted to charge a flat fee that includes all Basic Services in Section I.B., or a tiered fee, based on the type or hours of care provided. This is referred to as the "Basic Rate." The Residence uses a flat fee Basic Rate.

Select all that apply.

☐ The Resident ☐ The Resident's Representative

☐ The Resident's Legal Representative

☐ Other, please specify: _____

agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. The Basic Rate as of the date of this agreement is $_____ per month.

B. Supplemental or Additional Fees

The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and providing a detailed explanation of the services and amenities covered by the rates, fees or charges. See Exhibit III.B.

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate.

A Supplemental fee must be at the Resident's option. Any charges for supplemental fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident.

An additional fee can be charged if included in the fee schedule and selected by the resident. In some cases, the law permits the Operator to charge an additional fee without the express written approval of the Resident (See Section III.F.).

C. Rate or Fee Schedule

Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional or Supplemental fees,

for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such the Basic Rate and any Additional or Supplemental, fees or charges.

D. Billing and Payment Terms

1. **Initial Payment:** Upon execution of this agreement, a deposit equal to two month's rental fee shall be paid. This initial payment includes an advance payment for the first full month of rent and a security deposit equal to one month's rent, of which $1,700 is non-refundable.

   The initial payment due is $ _____.

2. **Monthly Payment:** Monthly fees (which include housing/accommodations and services) will be billed in advance at the beginning of each month. Payment in full is due by the 10th day of each month. Wolk Manor will accept checks made payable to Wolk Manor, cash, or wire transfer. Payment shall be delivered to Wolk Manor at 4000 Summit Circle Drive, Rochester, NY 14618 and may be placed in the collection box in the main lobby or given to the Financial Department representative directly. Payments submitted via US Postal Service shall be mailed to Finance Department, 2021 Winton Road South, Rochester, NY 14618.

   For added convenience, electronic payments may be set up through your bank. Please contact the Finance Department representative for more information at (585) 784-6600. Any billing discrepancies should be discussed with the Finance Department representative promptly.

   The monthly fee required at the time of admission is $ _____.

   The type of apartment reserved is _____.

3. **Second Person Fee:** If a second person is accepted for admission as an additional occupant of a Wolk Manor apartment, the second occupant will pay a monthly fee as outlined in Exhibit III.C.

   The fee for a second occupant does not affect the rate for The Resident and, therefore, there is no adjustment to the rate for The Resident if the second occupant moves out.

   The Second Occupant must:

a. meet all requirements for admission,

b. sign a separate residency agreement, and

c. pay the Second Occupant Fee and any applicable charges set forth in their residency agreement.

d. assume full responsibility for the contract and applicable fees if the first person terminates the agreement for any reason.

4. **Interest and Collection Fees:** Each Resident is expected to pay the monthly fees and any supplemental charges when due. Wolk Manor may charge a late payment fee equal to interest on any balances over thirty (30) days past due at one and one-half percent (1.5%) per month. Such late payment fee shall be in addition to the Monthly Fees and shall be promptly paid to the Operator. You will be solely responsible for any fees charged to the Operator with respect to the return of any check from you to the Operator. In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the Operator may issue a notice of termination, as more fully described in Section XII of this agreement.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase in the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, except in the following circumstances:

a. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

b. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written notice.

c. In the event of any emergency which affects You, the Operator may

assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to retain or reserve a residential space as specified in Section I.A.1. above in the event of Your absence. The charge for this reservation is equal to your monthly rental fee. The maximum length of time the space will be reserved will continue indefinitely so long as payment of the monthly rental fee continues. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XII of this Agreement. You may choose to terminate this Agreement rather than reserve such space but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of your discharge, but in no case more than three (3) business days after You leave The Residence, the Operator must provide You, Your Resident Representative and/or Legal Representative, and any other person designated by You with a final written statement of Your payment and personal allowance accounts at The Residence, a check for the outstanding balance of any advance payments on the basis of a per diem proration, if any, and any property or things of value held in trust or custody by the operator under Section VI of this agreement. Operator shall also return to You any money that comes into Operator's possession after your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If you die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Monroe County Surrogate's Court to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

It is the policy of the Residence to not hold in custody resident property or items of value. Residents may place funds in a personal funds account with the Operator to be withdrawn for petty cash, or visits to the salon. If You wish to voluntarily transfer

money, to the Operator for a personal funds account upon admission or at any time following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the amount given in an attachment to this agreement as Exhibit V.

VI. Temporary Hold of Property or Items of Value Held in the Operator's Custody for You

It is the policy of the Residence to NOT hold in custody resident property or items of value.

VII. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property.

VIII. Tipping

The Operator must not accept, nor allow Residence staff or agents to accept any tip or gratuity in any form for any services provided or arranged for as required by statute, regulation, or agreement.

IX. Personal Allowance Accounts

The Residence is private pay only. Personal Allowance Accounts are not applicable.

X. Admission and Retention Criteria for Assisted Living Residence

A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-B), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual based on an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state, and local laws.

B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether the individual is appropriate for admission.

C. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able

to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.

D. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

E. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" will apply.

F. If You are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living, Special Needs Assisted Living or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XII of the Agreement. However, if the Operator also has an Enhanced Assisted Living or Special Needs Assisted Living unit available, and is able and willing to meet Your needs, You may be eligible for Enhanced Assisted Living or Special Needs Assisted Living.

G. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence. And who (a) chronically require the physical assistance of another person in order to walk; or (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
(d) have chronic unmanaged urinary or bowel incontinence; or (e) who require EALR services offered by the community which are listed in the EALR addendum.

H. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

I. Special Needs Assisted Living is provided to those who require extra support for memory care and who (a) have a primary diagnosis of dementia, such as Alzheimer's disease, vascular dementia, or other cognitive impairment as diagnosed by a physician, and with evidence of a dementia work-up and/or

cognitive deficit, and:

1. Resident's behavior and behavioral needs do not represent a danger to self or others.
2. Resident's functional ability for activities of daily living ranges from independent to needing assistance. Resident has the ability to comply with assistance with activities of daily living when needed.
3. Resident will benefit from the structure of a secured dementia unit related to inability to exhibit insight into safety measures and /or history of intrusive or unintentional wandering.

Residents would be inappropriate for admission/retention if they:

1. Exhibit unmanageable assaultive or aggressive behavior;
2. Are chronically intrusive, disruptive, or exhibit other behavioral characteristics to the extent that they interfere with the orderly operation of the facility;
3. Chronically attempt to elope to the extent that they present a danger to themselves or interfere with the orderly operation of the facility; or
4. Are chronically uncooperative or resistive to the provision of personal care services, including any necessary toileting program and assistance with medications, as well as other such services, to the extent that such care cannot be maintained and managed.

XI. Rules of the Residence

The Rules of the Residence are set forth in the Resident Handbook that has been provided to You. By signing this Agreement, You acknowledge that you have received a copy of the Community's Resident Handbook and agree to obey all Rules of the Residence.

1. Right of Entry

The Operator reserves the right to enter your apartment at any time with reasonable notification to You for inspection or servicing, to maintain your apartment in a safe and healthful condition, or, without notification, to respond to an emergency. Residents are not permitted to change the entry locks and are required to cooperate with the Operator to permit entry, as necessary. The Operator or its associates will knock, announce himself/herself and receive

permission to enter before entering your apartment and will schedule entry in advance if possible.

2. **Responsibility for Damages**

Any loss to real or personal property of the Operator due to the fault, negligence or intentional misconduct of a Resident shall be paid for by the Resident upon presentation of a suitable written invoice. Resident is responsible for any injury, illness or damage to any other resident due to the fault, negligence or intentional misconduct of the Resident.

At no time will the Operator be liable for loss or damages to any person or property unless loss or damage is caused by the Operator's actions or negligence or the actions or negligence of the Operator's employees, agents or contractors. Resident or Resident's Representative retains any and all rights under law and equity, to contest the imposition of any such costs and fees. The Operator assumes no responsibility for the actions or omissions of Resident whether intentional or unintentional. The Operator is responsible for loss or damage if the loss or damage was caused by the Operator's action or negligence or that of the Operator's employees, agents or contractors as determined by a court of competent jurisdiction as otherwise permitted by law.

3. **Insurance**

Losses or damages to Resident's furnishings or personal effects whether in your Apartment or the Residence are not covered by the Operator's insurance. Residents are strongly encouraged to arrange for insurance coverage of his/her personal items.

XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative

You, or Your Representative or Legal Representative, to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental Fees as detailed in this Agreement.
2. Keeping the Wolk Manor apartment in a condition as not to cause safety hazards or harbor pest infestation.
3. Supply of personal clothing and effects.

4. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, or other third-party coverage.
5. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing theOperator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
6. Informing the Operator promptly of any change in health status, change in physician, or change in medications.
7. Informing the Operator promptly of any change of name, address and/or phone number.
8. Providing copies of documents such as Power of Attorney and Health Care Proxy to Wolk Manor.
9. Compliance with all reasonable rules of the facility and to respect the rights and property of other Residents.
10. To comply with all reasonable operating procedures of Wolk Manor.
11. To pay when due all fees or charges as provided in this Agreement.
12. To abide by all other terms of this Agreement.

- The Resident's Representative shall be responsible for the timely completion of the obligations set forth in Section XI., above, if not previously completed by the Resident.
- The Resident's Legal Representative, if any, shall be responsible for the timely completion of the obligations set forth in Section XI., above, if not previously completed by the Resident or the Resident's Representative.

XIII. Termination and Discharge

This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator;
2. Upon thirty (30) days' written notice from You or Your Representative to the

Operator of Your intention to terminate the Agreement and leave the facility;

3. After the Resident has assumed residency in a Wolk Manor apartment, the Resident may terminate this Agreement for any reason. The Resident shall give Wolk Manor thirty (30) days advance written notice and shall pay the Monthly Fee until the expiration of such thirty (30) day period. If the Resident dies after assuming occupancy, this Agreement is terminated and the monthly service fee obligation ends when the apartment is vacated.

4. After the Resident has assumed residency in a Wolk Manor apartment, the Resident, if he or she has the capacity to make such a decision, or, if he or she is not capable, the Resident's representative may terminate this Agreement at any time during which Resident has been transferred to a hospital or other facility pursuant to Section XII.

5. Upon 30 days' written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and/or any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide.

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else.

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of The Residence.

5. The Operator has had their operating certificate limited, revoked, temporarily

suspended or the Operator has voluntarily surrendered the operation of the facility.

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in The Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, the notice will include the date of the termination which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object, and a list of free legal advocacy resources approved by the New York State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You.

Both You and the Operator are free to seek any other judicial relief to which You/the Operator may be entitled.

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure Your placement in a care setting which is adequate, appropriate, and consistent with Your wishes.

XIV. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30)-days' written notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;

2. In the event that Your behavior poses an imminent risk of death or serious physical injury to Yourself or others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care;

4. The physical or mental condition of the Resident materially changes so that he or she requires services or supervision not regularly provided by Wolk Manor.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been transferred. For residents admitted to the Special Needs Assisted Living Residence or who have a guardian appointed, notification will be made to the resident's representative or next of kin by certified mail, with a copy to the resident by certified mail.

If such hand delivery is not possible, then the notice must be given by any of the methods provided by New York law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

Upon recommendation of the Wolk Manor Director, after consultation with the Resident's personal physician, if it is necessary and appropriate by reason of the Resident's physical or mental health or other condition for the Resident to vacate the apartment, the Resident agrees to abide by such determination and vacate the apartment and assume residency at Jewish Home Skilled Nursing or some other facility of the Resident's choice. In making such a decision, Wolk Manor's Director will consult with Resident if necessary, if he or she has the capacity to make such a decision, or, if he or she is not capable, a representative of the Resident and the Resident's attending physician. In the event of disagreement, the decision shall be referred to Wolk Manor as provided in Section XIII.

If the transfer is temporary, Wolk Manor shall hold Resident's apartment for re-occupancy by the Resident provided the Resident continues to pay the monthly fee. If, in the opinion of both, the transfer is permanent, Wolk Manor shall terminate this

Agreement and make the Resident's Wolk Manor apartment available for re-occupancy. If the Wolk Manor apartment has two occupants and one Resident transfers to the Jewish Home Skilled Nursing, some other nursing facility or some other location, and the other Resident continues to live in the Wolk Manor apartment, the Wolk Manor apartment would not be vacated for purposes of this paragraph. The remaining resident agrees to pay the then applicable first person fee. The second person fee would no longer be charged.

If the medical condition of the Resident permanently transferred improves to the point where the Resident, in the opinion of Wolk Manor's Medical Director, is able to resume residing at Wolk Manor, the Resident shall transfer back to the apartment last occupied. If the apartment last occupied by the Resident is occupied, the Resident shall be entitled to occupy the next available Wolk Manor apartment of the type previously occupied by Resident. In the event no Wolk Manor apartment is available, the Resident shall be given priority admission to the next available Wolk Manor apartment. Upon resumption of Residency, a new Residency Agreement will be executed.

In the event the Resident disagrees with the opinion, or, if he or she is not capable, the Resident's representative and the Resident's attending physician disagree with Wolk Manor's opinion, such disagreement shall be submitted to the Senior Vice President of Housing as provided in Section XIII.

When a Resident is permanently transferred under this Paragraph, this Agreement is terminated. A daily rate will be pro-rated based on monthly rent and will be charged for each day personal belongings remain in the apartment. If you are transferred in order to terminate your Residency Agreement, the Operator must proceed with the termination requirements set forth in Section XII of this Agreement, except that the written notice of termination must be hand delivered to you at the location to which you have been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

XV. Vacating Apartment

Upon the termination of this Agreement, you shall vacate your apartment, remove all interior alterations made by you and restore your apartment to its condition as of the date of your initial occupancy, ordinary wear and tear excepted. You understand that You will be responsible for all damage to your apartment and shall remit any costs assessed by the Operator to repair such damage in accordance with the "Responsibility

for Damages" provision in this Agreement. You shall also surrender all keys, emergency call pendants and other similar items in your apartment to the Operator. You understand that You will be charged for any keys, emergency call pendants and/or other similar items that are not returned to the Operator. Any personal belongings left by You in the apartment or elsewhere at the Residence and not claimed by you within thirty (30) days following your termination date will be presumed to have been abandoned by You and the Operator may, at its option, take possession of such belongings and at your reasonable expense, dispose of those belongings in such a manner as the Operator, in its reasonable discretion, deems appropriate. Resident or Resident's Representative retains any and all rights under law an equity to contest the imposition of any such costs and fees.

XVI. Resident Rights and Responsibilities

Attached as Exhibit IV and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in The Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVII. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in The Residence's operations and

programs are attached as Exhibit V and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

The Operator agrees that the Residents of The Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues, or suggestions reported by such Residents' Organization and to provide a written report to the Residents' Organization that addresses the same.

Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaints to assist in the protection and exercise of Your rights.

XVIII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties;

provided however, that any amendment or provision of this Agreement not consistent with the applicable federal and state statutes and regulations that govern the license of the Operator shall be null and void, and the terms of applicable statutes and/or regulation will control.

3. Waiver by the parties of any provision in this Agreement that is required by statute or regulation shall be null and void.

4. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of The Residence from the date of execution until three (3) years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.

XIX. Resident Representation

I hereby appoint the following individual(s) as my representative(s) to act on my behalf in all situations where participation of a representative is required in this Residency Agreement. Representatives shall act jointly, unless otherwise indicated. In the event of a disagreement among the representatives, the decisions of the first named representative shall control. Operator agrees that I may change my representative at any time by giving written notification.

_____	_____
Resident Name (Print)	*Resident Signature*
_____	_____
Resident Name (Print)	*Resident Signature*
_____	_____
Resident Representative (Print)	*Resident Representative Signature*

XX. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated	*Signature of Resident*
Dated	*Signature of Resident's Representative*
Dated	*Signature of Resident's Legal Representative*
Dated	*Signature of Operator/Operator's Representative*

(Optional)

Personal Guarantee of Payment

Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

_____, personally, guarantees payment of charges for Your Basic Rate.

_____, personally, guarantees payment of charges for the following services, materials, or equipment, provided to You, that are not covered by the Basic Rate:

_____

_____

_____

_____

Date *Guarantor's Signature*

_____

Guarantor's Name (Print)

EXHIBIT I.A.1. IDENTIFICATION OF LIVING SPACE

RESIDENT NAME: _____ UNIT #: _____ LOCATION: _____

WOLK MANOR

RESIDENT INITIALS	APARTMENT STYLE	SQUARE FOOTAGE	ROOM SIZES
	Studio	240	Living/Bedroom 13'11" x 12'8" Bathroom 9'2" x 6'7"
	Large Studio	397	Living/Bedroom 18' x 12' Bathroom 10'3" x 6'3"
	One Bedroom	471	Living Room 11' x 18'9" Bedroom 10' x 12'8" Bathroom 9'2" x 6'7"
	Large One Bedroom	529	Living/Dining Room 11' x 19' Bedroom 10'6" x 10'8" Bathroom 9'9" x 6'
	Deluxe One Bedroom	579	Living/Dining Room 11' x 22'6" Bedroom 10'6" x 14'3" Bathroom 10' x 6'
	Two Bedroom	600	Living/Dining Room 10'7" x 22'6" Bedroom One 10'2" x 10'7" Bathroom One 9'2" x 6'7" Bedroom Two 10' x 15' Bathroom Two 9'9" x 6'7"

THE LODGE

RESIDENT INITIALS	SUITE STYLE	SQUARE FOOTAGE
	Private Room	375
	Semi-Private Suite (Two Bedroom with Adjoining Bathroom)	780

EXHIBIT I.A.2. FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Included amenities:

- Spacious apartments with window treatments and wall-to-wall carpeting
- Full bathroom with walk-in shower and grab bars
- Heating and air conditioning
- 24-hour emergency response system
- Smoke detector and sprinkler system
- Gas, electric, water, and basic satellite TV
- Kitchenette with cabinets, sink, microwave and mini refrigerator with freezer
- A hinged, lockable entry door
- In the case of shared bathrooms, hinged lockable bathroom door to ensure privacy

When not supplied by the resident, the Operator will provide you with:

- Basic furniture and household items, appropriate to size and function and intended for common use;
- A standard single bed in good repair, a chair, a lamp;
- Lockable storage facilities for personal articles and medication, which cannot be removed at will if the individual room or apartment is not lock-equipped;
- Individual dresser and closet space for the storage of clothing;
- Household supplies and equipment including soap and toilet tissue;
- Shaded light fixtures;
- One telephone;
- Dishes, glasses, utensils, table;
- Access to radios and television sets; and
- Household linens include at minimum, a pillow, pillowcase, two sheets, blankets, a bedspread, towels, and washcloths.

EXHIBIT I.A.3. FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below. Check all those that will be furnished by You.

- ☐ Bed
- ☐ Bed Frame
- ☐ Box Springs
- ☐ Mattress
- ☐ Nightstand
- ☐ Dresser
- ☐ Bed Linens (2 Sets Recommended)
- ☐ Pillow(s)
- ☐ Bed Spread
- ☐ Bath Towels (2 Sets Recommended)
- ☐ Wastebasket
- ☐ Couch
- ☐ Easy Chair
- ☐ Table
- ☐ Lamp(s)
- ☐ Other: _____
- ☐ Other: _____

Residents are **NOT ALLOWED** to bring the items below:

- Portable Space Heaters
- Incense or Candles
- Cooking Appliances, such as toaster, toaster oven, hot plate, hot pot, grills, etc.
- Coffee Pots
- Keurig-Style Coffee Maker, unless approved in writing prior to use in accordance with Department of Health regulations
- Extension Cords
- Outlet Adapters
- Flammable liquids
- Fire Arms/Weapons

EXHIBIT I.C. ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies, or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges:

ITEM	ADDITIONAL CHARGE	PROVIDED BY
Food Service:		
• Meals for Guests, Aides or Companions	$7 lunch; $15 dinner	Operator
• Catering and Special Events	By Mutual Agreement	Operator
Wellness:		
• Pendant Replacement	$150	Operator
• Medical Transport *(Charges are those over and above Medicare and Third-Party Payment.)*	If over 10 miles, $1/mile	Operator
• PRI Screen (If resident needs to move to a higher level of care.)	Vendor Rate	Outside Resource
• Emergency Medical Services (Ambulance)	Varies by Insurance	Local Responders
• Companion Care Services	Vendor Rate	Outside Resource
• Podiatry	Varies by Insurance	Outside Resource
Housekeeping & Maintenance:		
• Carpet Cleaning: Additional Full Apartment Shampooing Beyond Normal Maintenance	$300	Operator
• Resident Request for Internal Move to Another Apartment	Vendor Rate	Outside Resource
• Key Replacement	$150	Operator
Utilities:		
• Telephone Service	Vendor Rate	Arranged by Resident
• Cable Television Beyond Basic Services	Vendor Rate	Arranged by Resident
Miscellaneous:		
• Salon and spa	Vendor Rate	Karen Hahnel
• Dry Cleaning	Vendor Rate	Arranged by Resident
• Transportation to Operator-Planned Activities	No charge	Operator

* Please note that the Operator can provide you with additional services at fees to be determined at the time the service is requested, or Operator can help you locate someone in the Residence to help you. Please note that these prices are subject to change from time to time.

EXHIBIT I.D. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Currently there are no providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provided by the additional nursing, medical and/or hospice services.

EXHIBIT III.C. RATE OR FEE SCHEDULE

Monthly Service Fees Include the following basic services:

- Assistance with daily living activities
- Medication management
- Nurses and aides on duty 24/7
- Three nutritious meals per day
- Snacks available 24/7
- Weekly housekeeping & laundry service
- Daily bed making & garbage removal
- Scheduled courtesy transportation
- Personalized care plans
- All utilities except telephone
- All utilities except telephone and internet
- Satellite television
- 24-hour emergency alert system
- 24-hour security
- Fitness & wellness programs
- Social, cultural and educational programs
- Maintenance of apartment, building and grounds
- 24-hour personal emergency response system and 24-hour security
- Preferred access to the Jewish Home

APARTMENT STYLE	MONTHLY SERVICE FEE (includes housing and basic services)
Studio	$6,434
Large Studio	$8,566
One Bedroom	$9,601
Large One Bedroom	$10,025
Deluxe One Bedroom	$10,525
Two Bedroom	$11,157
SECOND PERSON MONTHLY SERVICE FEE: $2,352	
ENHANCED SERVICES FEE FOR ENHANCED ASSISTED LIVING RESIDENCE SERVICES: $49 per day	

The Lodge

Everything included above plus:

- A secure memory care unit
- Specialized memory care training for all staff
- Programs & activities tailored to resident interests and abilities

SUITE STYLE	MONTHLY SERVICE FEE
Private Room	$9,782
Semi-Private Suites (Two Bedroom with Adjoining Bathroom)	$6,573
ENHANCED SERVICES FEE FOR SPECIAL NEED ASSISTED LIVING RESIDENCE SERVICES: $49 per day	

RESIDENT NAME:_____ **UNIT #:**_____

A. Initial Payment	**$**
Upon execution of this agreement, a deposit equal to two month's rental fee shall be paid. This initial payment includes an advance payment for the first full month of rent and a security deposit equal to one month's rent, of which $1,700 is non-refundable	
B. Your Basic Monthly Rate (Housing Accommodations and Basic Services)	**$**
The Basic Rate includes costs associated with Housing Accommodations and Basic Services as outlined in Section 1.A. and 1.B. of this Agreement.	

Living Space include type of living space (i.e., 1 bedroom, private, with square footage)

Basic assistance with personal care including some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), medication acquisition, storage and disposal, and assistance with self- administration of medication.

B. Your Billing Monthly Rate (EALR)	**$**
The assessment conducted, in consultation with Your Physician has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required.	
C. Your Supplemental or Additional Fees at Time of Admission	**$**
You have opted to receive the following supplemental or additional fees, outlined in Exhibit III.B:	
YOUR TOTAL MONTHLY RATE (Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees)	**$**

Wolk Manor does not charge a one-time Community Fee, as outlined in Exhibit III.B. of this Agreement.

Your Total Move-In Costs: $

_____Signature

_____Print Name

EXHIBIT IV. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBLITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENATATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL PROSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATME NT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTIONOR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUECES OF SUCH REFUSAL;

(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

(O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE;

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENCE THAT IS ALSO CERTIFIED TO PROVIDE ENHANCED ASSISTED LIVING AND/OR SPECIAL NEEDS ASSISTED LIVING SHALL HAVE A RIGHT TO BE INFORMED BY THE OPERATOR, BY A CONSPICUOUS POSTING IN THE RESIDENCE, ON AT LEAST A MONTHLY BASIS, OF THE THEN-CURRENT VACANCIES AVAILABLE, IF ANY, UNDER THE OPERATOR'S ENHANCED AND/OR SPECIAL NEEDS ASSISTED LIVING PROGRAMS.

WAIVER OF ANY OF THESE RESIDENT RIGHTS SHALL BE VOID. A RESIDENT CANNOT LAWFULLY SIGN AWAY THE ABOVE-STATED RIGHTS AND RESPONSIBILITIES THROUGH A WAIVER OR ANY OTHER MEANS.

EXHIBIT V. OPERATOR PROCEDURES:
RESIDENT GRIEVANCES AND RECOMMENDATIONS

Purpose:

To provide residents with a forum (routine resident meeting in which the Director attends) to solve grievances, complaints and conflicts in a timely, professional manner and to protect the dignity and wellbeing of Wolk Manor and The Lodge at Wolk Manor residents. Additionally, residents have the right to file a grievance or complaint anonymously and/or join with other residents to form a council.

Procedure:

Responsible Party	Action Required
Wolk Manor and The Lodge Staff	Residents have the right to bring a grievance, complaint, or conflict to the attention of the staff in a respectful manner. Staff have the responsibility to listen to the residents' grievance in a professional manner and deliver excellent customer service to resolve residents' issue(s) proficiently.
Wolk Manor and The Lodge Staff	Director will assign staff to check the anonymous suggestion box and ensure that suggestions and grievances are collected, reviewed, and addressed appropriately.
Case Manager or Director	Should a resident feel the complaint has not been resolved, the resident has the right to bring the complaint to the attention of the appropriate departmental leader for further discussion. The departmental leader has the responsibility to meet with the resident privately to discuss and respectfully address the resident's complaint.
Senior Vice President of Housing	Should a resident still feel the grievance has not been settled in a satisfactory manner with the departmental director, the resident has the right to submit the complaint, in written format, to the Senior Vice President of Housing for review prior to the scheduling of a meeting with the resident and the appropriate personnel to discuss the issue further and identify an appropriate resolution. Should the grievance still not be resolved, resident may request, through the Senior Vice President of Housing, a meeting with the President/CEO of Jewish Home.

President/CEO and Board of Directors	If the decision of the President/CEO does not resolve the matter, the resident may request that the Jewish Home Board review the matter. The Board or its designees, will review all relevant information, including any presented by the resident and decide whether to direct the Senior Vice President of Housing to reconsider the issue. The Board's decision is final.
Director/Senior Vice President of Housing	The Director of Wolk Manor or the Senior Vice President of Housing will maintain a grievance log that will document and track the status of each grievance to resolution.

EXHIBIT VI. CONSUMER INFORMATION GUIDE

The Operator is required to provide you with the Department of Health Consumer Information Guide. This electronic version is available for viewing at **https://www.health.ny.gov/publications/1505.pdf**. If you prefer, the Operator will provide a hard copy to you upon request.

WOLK MANOR ENRICHED LIVING CENTER

Special Needs Assisted Living
Residence Addendum to Residency Agreement

This is an Addendum to a Residency Agreement made between Jewish Home of Rochester Senior Housing, Inc. ("the Operator"), _____ (the "Resident" or "You"), and _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. This Addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living Residence Wolk Manor Enriched Living Center (known as Lodge Memory Care) located at 7000 Summit Circle Drive, Rochester, New York 14618.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence ("the Residence"), and the Operator has accepted Your request.

Special Needs Assisted Living
Residence Addendum to Residency Agreement

IV. Specialized Programs, Staff Qualifications, and Environmental Modifications

Specialized services to be provided in the Residence include daily activities tailored to challenge Residents with dementia. The activities program is supervised by staff in accordance with applicable New York State Department of Health requirements. Nursing coverage will be provided only as determined necessary and documented by the Resident's medical evaluation, the Resident's attending physician, and/or the Resident's Individualized Service Plan (ISP).

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carryout the tasks that Residents require. The Residence will be staffed with direct care personnel, a charge nurse, a qualified activities coordinator and case manager. Other staff not specifically assigned to the Residence are available to attend to needs of Residents that arise. The staffing plan will be adjusted to meet the needs of the Residents.

Each of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons with dementia. The training includes methods on successfully cuing such individuals to independently perform personal care tasks, coordinating care with the Resident and their family, and wandering prevention.

The Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor recreational areas are also available for Residents to safely enjoy the outdoors. The Residence has its own dining room to allow for staff to accommodate Resident's needs and dining schedule preferences and variations.

Special Needs Assisted Living
Residence Addendum to Residency Agreement

V. Addendum Authorization

We, the undersigned, have read this Addendum, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____ _____
(Signature of Resident)

Dated: _____ _____
(Signature of Resident's Representative)

Dated: _____ _____
(Signature of Resident's Legal Representative)

Dated: _____ _____
(Signature of Operator/Operator's Representative)