THE INN
AT MENORAH PARK

Assisted Living Residence

RESIDENCY AGREEMENT

APPROVED BY NYS Department of Health
9/19/14 (date)
PV (project manager)

The Inn at Menorah Park

4101 E. Genesee Street
Syracuse, NY 13214
(315) 446- 9111
www.menorahparkcny.com

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RESIDENCY AGREEMENT

A. **This agreement** is made between Jewish Home of Central New York Senior Apartments d/b/a **The Inn at Menorah Park** "The Operator"

_____

Resident or Your Name(s)

_____

Resident's Representative, if any and

_____

The Resident's Legal Representative, if any

RECITALS

A. The Operator – The Inn at Menorah Park located at 4101 E. Genesee Street, Syracuse, NY 13214 is licensed by the New York State Department of Health to operate as a "Basic" Assisted Living Residence and an Adult Home.

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

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BY NYS Department of Health
9/19/14 (date)
PV (project manager)

AGREEMENTS

1. Housing Accommodations and Services.

Beginning on_____, The Inn at Menorah Park 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 Room.** You may occupy and use a private (___) or shared (___) room, or the room identified on Exhibit I.A.1 subject to the terms of this Agreement.
2. **Common areas.** You will be provided with the opportunity to use the general purpose rooms at the Residence such as living rooms, library area, dining rooms, and exercise / recreational areas.
3. **Furnishings/Appliances Provided By The Operator**
   Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your room.
4. **Furnishings/Appliances Provided by You**
   Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by you in your room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

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PV (project manager)

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 meals per day and one (1) snack per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan:

   - Controlled Carbohydrate Diet (CCD)
   - Altered Consistency (pureed, mechanical soft, thickened liquids)
   - Low cholesterol
   - No added salt (NAS)

Food services shall be provided in a manner that respects the dietary needs of residents in relation to health conditions, food allergies and dietary intolerances, religious and ethnic mandates, and that allows for reasonable variation in taste preferences.

2. **Activities.** The Operator will provide a 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 the elevators and on both the second and third floors of The Inn. Individual copies will be given to each resident at the first of the month.

3. **Housekeeping** – Including vacuuming, surface and bathroom cleaning and furnishing of toilet tissue. Attention to soiling of rugs and other items due to resident use. Additional charges may apply if excessive (beyond normal wear and tear) carpet extraction is necessary.

4. **Linen Service.** (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)

5. **Laundry of Your personal Washable clothing.**

6. **Supervision on a 24-hour basis** – The Inn at Menorah Park shall provide appropriate staff on site to provide supervision services in accordance with the law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24 hour a day, seven days a week a basis) as well as other components of supervision as specified in law.

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

8. **Personal Care.** Include direction and some assistance with bathing, grooming, dressing, toileting, feeding, medication acquisition, storage and disposal, assistance with self- administration of medication and direction and stand-by for safety with ambulation and transferring.

9. **Development of Individualized Service Plan.**

A written Individualized Service Plan (ISP) shall be developed for each resident upon admission. The ISP shall be developed with the resident, the resident's representative and the resident's legal representative (if any) the Director or Case Manager and if necessary an approved Home Care Service Agency.

The initial ISP shall be developed in consultation with the resident's physician,

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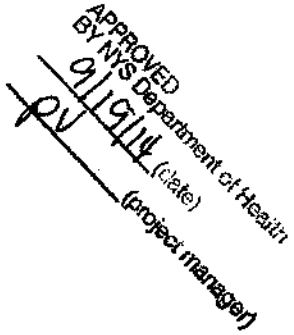
The ISP shall be developed in accordance with the medical, nutritional, rehabilitation, functional, cognitive and other needs of the resident and shall be implemented within 30 days of admission. The ISP will include the services to be provided to the resident and by whom the services will be provided and accessed.

Each ISP will be reviewed and revised every six months or whenever ordered by the resident's physician or as necessary to reflect the changing care needs of the resident. Review and revisions shall be completed in consultation with the resident's physician.

C. **Additional Services**

Exhibit I.C., attached to and made a part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. **Licensure/Certification Status.** A listing 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 is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.



II. Disclosure Statement

The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Exhibit II., which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate

1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative 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. and Exhibit III.A.2. of this Agreement. *(the "Basic Rate").* The Basic Rate as of the date of this agreement is as indicated:

(Please initial below, as appropriate)

Apartment Style	Monthly Private Rate	Monthly Shared Rate
Small Studio _____	$3250 _____	N/A
Large Studio _____	$3650 _____	$1825 _____
Small One Bedroom _____	$4200 _____	$2100 _____
Large One Bedroom _____	$5000 _____	$2500 _____
Master Suite _____	$5150 _____	$2575 _____

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2) Tiered Fee Arrangements

The "Tiered" fee arrangement, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some type

of service and the fees for each "tier" of care, are set forth in detail in Exhibit III.A.2. and made a part of the Agreement. Such exhibit describes the types of services provided, the fees for each "tier" of care, and who will be providing care.

B. **Supplemental, Additional or Community, Fees**

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 Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident *(See section III.E).*

The Community Fee is a one-time, fee of $2,500 that The Inn at Menorah Park charges at the time of admission. The Community Fee goes to cover the cost of room preparation. The Community Fee is non-refundable.

You may choose whether to accept the Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residence.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

C. **Rate or Fee Schedule**

Attached as Exhibit I.C. and Exhibit III.A.2. are made a part of this Agreement and are reflective of rate or fee schedules, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such

rates, fees or charges.

D. **Billing and Payment Terms**

Payment is due by the 5th of the month and can be brought to the Front Desk of Menorah Park in an envelope marked – Menorah Park Accounts Receivable Department or sent by mail to the following address.

Menorah Park
Accounts Receivable Department
4101 E. Genesee Street
Syracuse, NY 13214

In the event the Resident, Resident's Representative or Legal Representative is no longer able to pay for services provided in this agreement, the Director and/or Case Manager will assist in making application for appropriate social service programs and assist in finding appropriate placement within the community.

E. **Adjustments to Basic Rate or Additional or Supplemental Fees**

1. You have the right to written notice of any proposed increase of 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, subject to the exceptions stated in paragraphs 3, 4 and 5 below.
2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.
3. 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.
4. 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.

5. 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 reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The daily charge for this reservation is listed below.

(Please initial as appropriate.)

Apartment Style	Daily Private Rate	Daily Shared Rate
Small Studio _____	$108 _____	N/A
Large Studio _____	$122 _____	$61 _____
Small One Bedroom _____	$140 _____	$70 _____
Large One Bedroom _____	$167 _____	$83 _____
Master Suite _____	$172 _____	$86 _____

The Inn agrees to reserve the Room for an indefinite period.

A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

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9/16/14 (date)
(project manager)

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 business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) which You have made.

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 Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

If you wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this agreement a listing of the items given to be transferred.

Such listing is attached as Exhibit V. and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or items of value held in the Operator's custody for You.

The Operator does not agree to accept the responsibility to store personal property or items of value.

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NYS Department of Health
9/9/14 (date)
(project manager)

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 specified by statute, regulation or agreement.

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds_____

I receive SNA funds____ or I have applied for SNA funds____

I do not receive either SSI or SNA funds _____

If You have a signatory to this agreement besides Yourself and if that signatory does not choose to place Your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

APPROVED NYS Department of Health 9/19/14 (date) PV (project manager)

Resident's Initials

X. Admission and Retention Criteria for an Assisted Living Residence

1. 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.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. 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.
4. While 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 Care 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 XIII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a unit available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

XI. Rules of the Residence (if applicable)

Attached as Exhibit XI. and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives agree to obey all reasonable

APPROVED BY NYS Department of Health
(date)
(project manager)

Rules of the Residence.

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

A. You, or Your Resident 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 or Community Fees as detailed in this Agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments is available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. If a resident experiences a change in condition and direct care staff and/or the primary care physician and /or emergency medical personnel recommend resident seek a medical evaluation, it is the Operator's policy that the Resident, Family and/or Resident's Representative comply with obtaining a medical evaluation within 24 hours.
7. Informing the Operator promptly of any change of name, address and/or phone number.

Resident's Initials

B. The Resident's Representative shall be responsible for the following (please identify all applicable items from above on the lines below):

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9/19/14 (date)
PV (project manager)

_____

_____

C. The Resident's Legal Representative, if any, shall be responsible for the following (please identify all applicable items from above on the lines below):

_____

_____

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. 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 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 action, then only if the Operator initiates a court proceeding and the 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. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
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 his/her 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, which must be at least 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 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 they may be entitled.

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

Resident's Initials

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 30 days notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustains and 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 him/herself of 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

APPROVED NYS Department of Health 4/10/14 (date) (project manager)

and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XIII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been removed. 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.

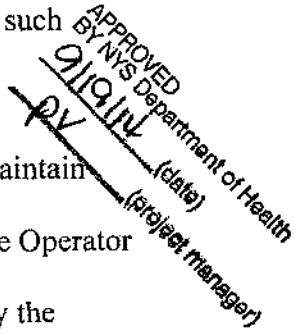
If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XV 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.

XVI. 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 XVI. 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 the

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 in order to assist in the protection and exercise of Your rights.

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

XVIII. Agreement Authorization

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

[Signature page follows]

APPROVED BY NYS Department of Health
9/19/14 (date)
DV (project manager)

Dated:

_____ _____
(Signature of Resident)

Dated:

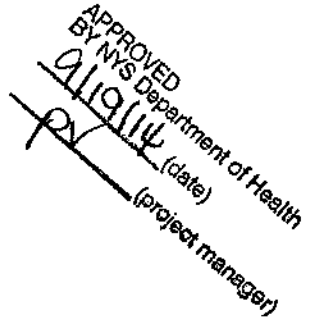
_____ _____
(Signature of Resident's Representative)

Dated:

_____ _____
(Signature of Resident's Legal Representative)

Dated:

_____ _____
(Signature of Operator or the Operator's Representative



(Optional) **Personal Guarantee of Payment**

_____ 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)

(Optional) **Guarantor of Payment of Public Funds**

If you have a signatory to this Agreement besides yourself and that signatory controls all or a portion of your public funds (SSI, Safety Ney. Social Security, Other) and if that signatory does not choose to have such public funds delivered directly to the operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either your Personal Funds (other than your Personal Needs Allowance), or SSI, Safety Net, Social Security of other public benefits, to meet your obligations under this Agreement.

_____ _____

Date Guarantor's Signature

_____

Guarantor's Name (Print)

Exhibit I.A.1. -

Rate/Fee Schedule

Room	Basic Rate Private	Basic Rate Shared	Tier 1	Tier 2
Small Studio (SS)	$3250	N/A	+ $700	+ $1600
Large Studio (LS)	$3650	$1825	+ $700	+ $1600
Small 1 Bedroom (S1B)	$4200	$2100	+700	+ $1600
Large 1 Bedroom (L1B)	$5000	$2500	+700	+ $1600
Master Suite (MS)	$5150	$2575	+ $700	+ $1600

IDENTIFICATION OF ROOM

APPROVED BY NYS Department of Health
9/9/14 (date)
PV (project manager)

Floor: _____

Room: _____

Phone Number: _____

Resident's Name: _____

Resident's Mailing Address: _____

Room # _____
4101 E. Genesee Street
Syracuse, NY 13214

Exhibit I.A.3. - Furnishings / Appliances Provided by the Operator

The Inn at Menorah Park is required to provide the following furnishings that promote well-being and support daily activities.

- A standard single bed, with a comfortable mattress and pillow. The Inn will make sure these items are clean and in good condition. (Sheets, pillowcases, one blanket, a bedspread will also be provided.
- A chair (a couch or love seat based on availability)
- A table or desk
- A lamp
- A non-removable storage facility for personal items and/or medications.
- An individual dresser and closet space for storage of resident clothing
- A hinged entry door
- Window blinds
- All operable windows shall have screens
- Resident bathrooms shall have grab bars for the toilets and showers. All showers will have non-slip protections. The floor area immediately adjacent to the shower will have a non-slip mat.

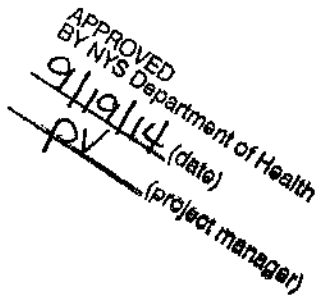
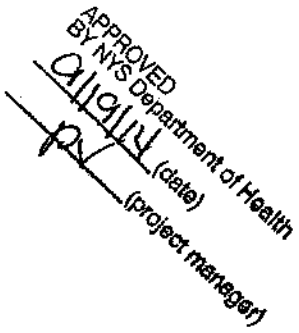


Exhibit I.A.4. – Furnishings / Appliances provided by Resident

Residents are welcome to bring in furnishings and or appliances that enhance their quality of life. We encourage residents to decorate their rooms as they would their home. If a resident would like to bring in their own personal furniture, The Inn at Menorah Park will remove the furniture already provided in the room. If you would like to bring curtains, pictures or wall hanging units The Inn staff would be happy to hang them.

Residents are welcome to bring the following appliances, please be sure the electrical wiring is well maintained and protected to prevent it from becoming a fire hazard or a source of ignition. Electrical wiring and equipment shall be firmly secured to the surface on which it is mounted. Over current protection devices are permitted and shall be maintained in a safe operating condition, they are not to be locked or fastened in the "ON" position and shall be accessible. All electrical appliances need to show URL approved status.

- Television
- Telephone
- Computer
- _____
- _____
- _____



The following equipment is not allowed in the rooms of The Inn at Menorah Park –

- Chain locks, hasps, bars, padlocks and similar devices shall not be used in any resident area in a way that would inhibit access to an exit or free movement of residents.
- Portable electric space heaters, self-contained fuel burning space heaters
- Cooking appliances in residents rooms (including coffee makers, hot pots, microwaves and toaster ovens)
- Flexible electrical cords that are not current protection devices with UL approved status.

Exhibit I.C. - Additional Services, Supplies or Amenities Available for Assisted Living

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
Dry Cleaning	N/A	N/A
Professional Hair Grooming	Various charges $2 to $50	Contact Jeanne Smith at 446-9111x167
Personal Toilet Articles	Various	Resident Store operated by Jewish Auxiliary
Commissary Goods	Various	Resident Store operated by Jewish Auxiliary
Medical Transportation	N/A	N/A
Cultural/Activities Transportation	No additional Charges (some outings have ticket or admission fees)	Recreation Department 446-9111x142
Long Distance Telephone Service	Various based on service and provider	Verizon 1 800 837 4966 Time Warner 1 866 744 1678
Local Phone Service	Various based on service and provider	Verizon 1 800 837 4966 Time Warner 1 866 744 1678
Cable T.V. (if beyond standard basic television package offered by Time Warner.	Various based on service and provider	Time Warner 1 866 744 1678
Additional Maintenance – repair of personal property	$25/hr.	Menorah Park Maintenance 446-9111 x150
Additional Housekeeping – Carpet extraction	$25/ hr.	Menorah Park Housekeeping 446—9111 x 143
Guest Meals	$5 - $9 Holiday meals $15-$20	Meal Tickets can be purchased at the front desk (446-9111 x111
Newspapers-	Daily Paper $1.00 Sunday Paper $2.25	Distributer delivers to Menorah Park call front desk to order service 446-9111 x111
Kosher Catering Service	Cost varies by menu and number of people	Call Dining Services at The Oaks at Menorah Park 449-3309

Exhibit I.D. - Licensure / Certification Status of Providers

The Case Manager or the Director of The Inn at Menorah Park are available to help residents arrange for additional services through local community agencies. The Inn at Menorah Park does not have contract arrangements with any of these agencies. Residents may choose to ask for help arranging services through any of the following community agencies or any other agency of Your choice.

Licensed Agencies

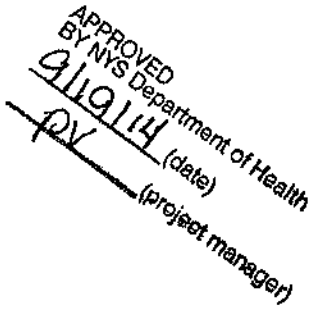
Licensed by NYSDOH to provide personal care and home health care aide services.

Home Aides of CNY
723 James Street
Syracuse, NY 13203
315 -476-4295

Independent Home Care Services
1050 W. Genesee Street
Syracuse, NY 13204
315 -468-1484

Menorah Park Home Care Agency
18 Arbor Lane
Dewitt, NY 13214
(315) 214-3657

Peregrine Home Care Services
150 E. Genesee Street
Skaneateles, NY 13152
315 -685-5170



Wings of Agape
1414 Grant Blvd.
Syracuse, NY 13208
315 -425-0547

Certified Agencies (Medicare)

Licensed by NYSDOH to provide part-time, intermittent skilled health care and support services.

St. Joseph's Hospital Home Care
7246 Janus Park Drive
Liverpool, NY 13088
315 -458-4600

VNA Homecare
1050 W. Genesee Street
Syracuse, NY 13204
315 -477-9211

St. Camillus Homecare
813 Fay Rd.
Syracuse, NY 13219
315 -703-0856

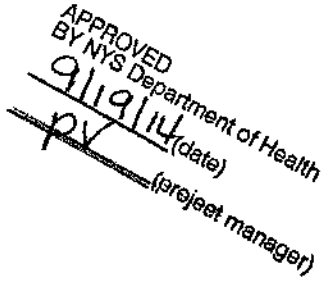


Exhibit II -

Disclosure Statement

The Jewish Home of Central New York Senior Apartments d/b/a The Inn at Menorah Park as operator of The Inn at Menorah Park, 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 D-1 of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 4101 E. Genesee Street Syracuse, NY 13214 an Assisted Living Residence as well as an Enriched Housing Program.

   It is important to note that The Operator is not currently approved to provide Enhanced Assisted Living and/or Special Needs Assisted Living services. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living services, 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.

3. The owner of the real property upon which the Residence is located is

   The Jewish Home of Central New York Inc. The mailing address of such real property owner 4101 E. Genesee Street Syracuse, NY 13214. The representative authorized to accept personal service on behalf of the real property owner is Mary Ellen Bloodgood, Chief Executive Officer.

4. The Operator of the Residence is The Jewish Home of Central New York Senior

APPROVED
BY NYS Department of Health
4/19/11 MW (date)
PV (project manager)

Apartments d/b/a The Inn at Menorah Park. The Mailing list for the operator is 4101 E. Genesee Street Syracuse, NY 13214. The representative authorized to accept personal service on behalf of the real property owner is Mary Ellen Bloodgood, Chief Executive Officer.

5. Residents shall have the right to choose any service provider for additional home care services ordered by your physician (see Exhibit I.D.) Menorah Park Home Care Agency is an affiliate of the operator of The Inn of Menorah Park, Jewish Home of Central New York Senor Apartments.

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

7. Public funds may be used for payment for residential supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the Residence is 100% private pay, and thus its charge may exceed the amount of public funds available to assist you.

8. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.

9. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. Toni Buckley representative for Onondaga County. Toni can be reached at (315) 454-0168 x 13 or by email at tbuckley@ccoc.us

10. The NYSLTCOP web site is www.ombudsman.state.ny.us.

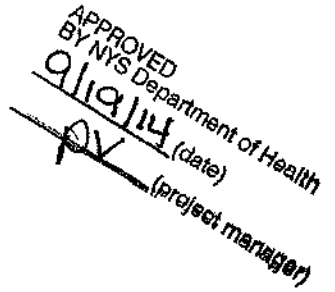


Exhibit III.A.2. - Tiered Fee Arrangements

Room Floor Plan	Basic Rate Private	Basic Rate Shared	Tier 1 Package	Tier 2 Package
Small Studio with half bath	$3250	N/A	+ $700	+ $1600
Large Studio with Private bath	$3650	$1825	+ $700	+ $1600
Small one bedroom (priv. bath)	$4200	$2100	+ $700	+ $1600
Large one bedroom	$5000	$2500	+ $700	+ $1600
Master Suite	$5150	$2575	+$700	+$1600

Core Services

1. Three meals and one snack daily
2. Housekeeping
3. Laundry
4. Activity Programing
5. Case Management
6. Personal Care Assistance: Some assistance with Activities of Daily Living (i.e. bathing, grooming, dressing, toileting, ambulation, transferring, eating, medication management) defined as:
    - Daily reminders/prompting for grooming, dressing, eating and toileting,
    - Two showers per week,
    - One - three episode of assistance with toileting per week;
    - Five or fewer instances of morning or evening assistance per week (staff assistance to select, lay out and with dressing/undressing in appropriate clothing including undergarments, socks or compression hose; shaving; oral care; hair care, and putting soiled clothing in laundry basket),
    - Assistance with the self-administration of up to 5 medications per day.

Tier 1 Package

1. Core Services listed above (Items 1-5)
2. Personal Care Assistance: Assistance with Activities of Daily Living (i.e. bathing, grooming, dressing, toileting, ambulation, transferring, eating, medication management) defined as:
    - Daily reminders/prompting for grooming, dressing, eating and toileting,

- Three showers per week,
- Four - five episodes of assistance with toileting per week,
- Six - seven instances of morning or evening assistance per week (staff assistance to select, lay out and with dressing/undressing in appropriate clothing including undergarments, socks or compression hose; shaving; oral care; hair care, and putting soiled clothing in laundry basket),
- Reassurance checks every 4 hours,
- Assistance with the self-administration of 6-10 medications per day.

Tier 2 Package

1. Core Services listed above (Items 1-5)
2. Personal Care Assistance: Assistance with Activities of Daily Living (i.e. bathing, grooming, dressing, toileting, ambulation, transferring, eating, medication management) to include:
    - Daily reminders/prompting for grooming, dressing, eating and toileting,
    - Four or more showers per week,
    - Six or more episodes of assistance with toileting per week,
    - Eight or more instances of morning or evening assistance per week (staff assistance to select, lay out and with dressing/undressing in appropriate clothing including undergarments, socks or compression hose; shaving; oral care; hair care, and putting soiled clothing in laundry basket),
    - Reassurance checks every 2 hours,
    - Assistance with the self-administration of 11 or more medications per day.

Exhibit III.B -

Supplemental, Additional Fees and Community Fees

Supplemental Fee

- None

Community Fee

- Non-refundable $2500.00

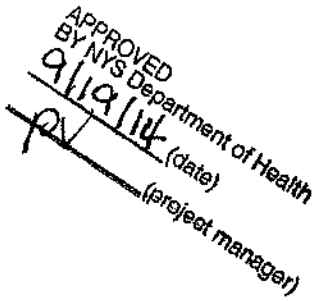


Exhibit III.C -

Rate or Fee Schedule

(see Exhibit(s) I.A.1, and III.A.2)

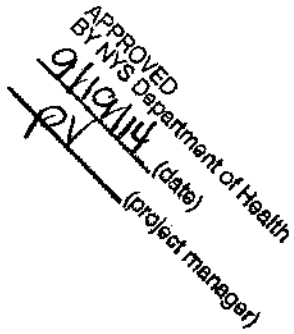


Exhibit V -

Transfer of Funds or Property to Operator

The Inn at Menorah Park will issue a receipt to all residents of any funds received for the following;

- Deposits to personal allowance account established pursuant to section 485.12 of Title 18 New York Code Rules and Regulations
- Any other funds held in custody for the resident
- Any other funds received by the operator from the resident.

If any funds are paid to The Inn at Menorah Park a signed receipt will be given to the resident and maintained in the facility records. All receipts will include the following;

- Date of the receipt
- The amount of funds received
- The purpose of the transaction
- Signature of the person receiving the funds.

Any resident that chooses to have a personal allowance account or any other personal funds shall not be mingled with the personal funds of the operator or operating funds of the facility. These funds will be kept separate and distinct from each other and from other accounts. Quarterly statements will be given to reach resident with a personal allowance account showing total deposits and withdrawals.

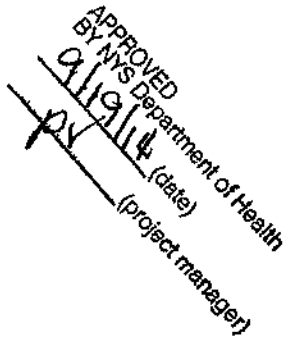


Exhibit VI. - Property/Items Held by Operator for Resident

The Operator does not agree to accept Responsibility or Custody of any personal property.

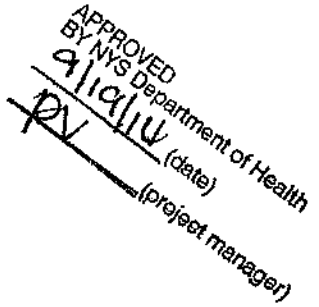


Exhibit XI – Rules of the Residence

Rules of The Inn at Menorah Park

Every Resident and Resident Visitor shall have the responsibility to obey all reasonable regulations of The Inn at Menorah Park.

- Every Resident and Resident Visitor shall respect the personal rights and private property of other residents.
- No Resident or Resident Visitor shall verbally or physically abuse other residents, visitors or staff.
- No smoking is permitted in Resident Rooms or any public area of Menorah Park or its grounds.
- No pets are allowed to live at The Inn at Menorah Park. Healthy and well behaved Pets that can prove all current vaccinations are allowed to visit residents for no more than two hours.
- No microwaves, conventional ovens, or coffee pots are allowed at The Inn.
- Observe sign-in / sign-out procedure by elevators on second and third floors of The Inn
- Kosher Dining – please be observant in public areas and dining room. Rooms are non-kosher.
- Residents and Resident Visitors must refrain from tipping the staff. Verbal and written compliments are encouraged and appreciated!
- Residents and Resident Visitors shall not enter the rooms of other residents unless invited to do so.
- Residents have the right to obtain their medications from pharmacy services of their choice. However, if there are incidents where medications are not brought as required The Inn at Menorah Park reserves the right to order medications at the expense of the resident from the pharmacy service provider with whom The Inn at Menorah Park works.

Exhibit XV - Residents' Rights and Responsibilities in Assisted Living Residences

Resident's rights and responsibilities 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 representative 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 possessions;

(H) Every resident shall have the right to receive courteous, fair and respectful care and treatment 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 interception or 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 consequences 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; and

(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; provided, however, that if a resident, resident representative or legal representative agrees in writing to a specific rate or fee increase through an amendment of the residency agreement due to the resident's need for additional care, services or supplies, the operator may increase such rate or fee upon less than forty-five days written notice.

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.

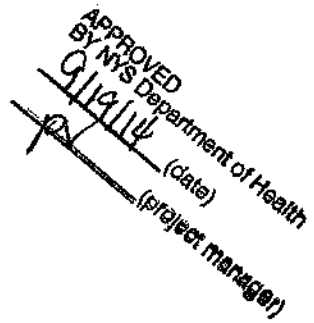


Exhibit XVI -
Grievance and Recommendation Procedure

The Inn at Menorah Park is committed to enhancing the quality of life for everyone we serve. In an effort to keep a pleasant and comfortable place to live, we would like you to share your thoughts and concerns with us. The following procedure has been developed to receive and respond to grievances and recommendations for change or improvement.

1. Resident grievance forms are available by the elevators on the second and third floor of The Inn located next our confidential Communications boxes on those floors.

2. If you wish to bring your concern to us confidentially, you should use the form provided and place it in the locked communications boxes located by the elevators on the second and third floors of The Inn. The response to a confidential issue will be given to the Resident Council President to be read at the monthly Resident council meeting.

3. At the end of each week, the Director or designee will empty the box and evaluate the information.

4. The Director in conjunction with other department directors, as necessary will determine the best practice to address the information received.

5. Grievances and suggestions can also be made in person to the Director, Case Manager or Activity Director. **The Director can be reached by calling (315) 446-9111 x 180.**

6. An individual or group grievance may be submitted to your Resident Council Representative or presented through the council meeting. A representative of the Resident Council may also request a private meeting with the Director to relay confidential suggestions or grievances. A response by the Director will be submitted within ten business days or sooner if the issue can quickly be resolved.

7. If the individual or group would like to speak directly to the Director, a meeting will be scheduled to attempt to work out a solution to the concerns. Katie Hughes can be reached directly at 446-9111x180

8. A resident also has the right to present grievances to the department of health or other government officials without fear of reprisal. **NYS Adult Home Hotline 866-893-6772**.

9. A list of contact numbers for your local ombudsman and department of health is posted by the elevators on the second and third floors. **NYS Senior Citizens' Help Line 1-800-342-9871**.

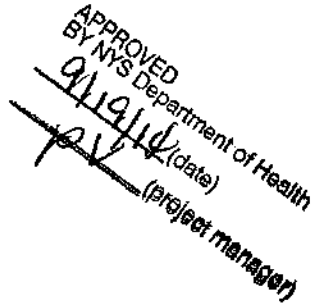


Exhibit D.1. -

Consumer Information Guide