BROOKDALE
—SENIOR LIVING SOLUTIONS—

Best Practices for Residency Agreement Signatures

Residency agreements are legal contracts which among other things specify the monthly rent amount, where to send the invoice each month, which individual or individuals are financially responsible, and how to collect on past-due amounts. Therefore, it is important that the Residency Agreements are dated correctly and contain the appropriate signatures.

General Guidelines

- The Residency Agreement must be completed prior to move in.
- All signature lines on the Residency Agreement must be completely filled in. Printed names are not acceptable.
- Faxed signatures are acceptable if the signatory is unable to sign in person (e.g., the Legal Representative or Guarantor is out-of-state).
- It is acceptable to have three separate signatures (i.e., signatures of the Executive Director (ED)/designee, the Resident/Legal Representative, and a separate signature specifying the Guarantor on Exhibit B).
- The "For the Company" signature line must be signed by a management associate who has been properly trained on the Residency Agreement, such as the ED

Social Security Numbers

Be sure to collect the Responsible Party and Resident's Social Security numbers, as these are required fields in the Move In-Move Out (MIMO) system. Additionally, having this information helps with collection activity, and ensures any 1099 tax forms that are required are sent to the appropriate party.

POAs, Conservators, Guardians, Etc.

- **Exhibit A:** The "Resident" signature line must be a signed by the Resident or their legal representative.

  ****Note:** If a non-resident is signing on the "Resident" signature line on behalf of the Resident, the words POA, Guardian, Trustee or Conservator **must** appear after their name.
- **Exhibit B:** The "Responsible Party" or "Guarantor" signature line **must never** contain the words POA, Guardian, Trustee, Conservator, Attorney-in-Fact, etc. after the individual's signature. A "Guarantor" is not the same thing as a POA, Guardian, Trustee, Conservator, Attorney-in-Fact, etc. If this signature line includes any of these titles, Brookdale can only legally hold the Resident responsible for any amounts owed.

Examples of Residency Agreement Responsible Party Signature Lines:

BY THEIR SIGNATURES, the parties have executed this Agreement to be effective as of _____, 20___.

Guarantor	Social Security No.	D.L. No.	Date
For the Company	Title		Date

****Please note: this information is applicable for Assisted Living communities only.**

Assisted Living Residence

RESIDENCY AGREEMENT

MODEL RESIDENCY AGREEMENT
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RESIDENCY AGREEMENT

A. **This agreement** is made between WW Manlius Operator, 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 100 Flume Road, Manlius, NY 13104-2459 an Assisted Living Residence ("The Residence") known as Brookdale Manlius and as an Enriched Housing Program. The Operator is also certified to operate, at this location and an Enhanced 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 March 1, 2019, 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 Apartment/Room**. You may occupy and use a private ( ) or semi-private ( ) suite 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 lounges and all other common 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 suite.
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 apartment/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.)

B. Basic Services

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

1. **Meals and Snacks**. We will furnish three nutritionally well-balanced meals per day as well as snack available 24 hours a day 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: _____.
2. **Activities**. The Program 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 a readily visible common area of the Residence.
3. **Housekeeping**. We will provide light housekeeping on an as-needed basis, but no less than once a week.
4. **Linen Service**. We will launder your bed linens on an as-needed basis, but no less than once a week.
5. **Laundry of Your personal Washable clothing**. We will launder your personal belongings on an as-needed basis, but no less than once a week.
6. **Supervision on a 24-hour basis**. The Operator will provide appropriate staff on-site to provide supervision services in accordance with 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 basis) as well as the 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**. If applicable, include some assistance with bathing, grooming, dressing, toileting ambulation transferring feeding, medication acquisition, storage and disposal, assistance with self-administration of medication.

9. **Development of Individualized Service Plan**. Individualized Service Plan will be updated periodically as necessary throughout your residency.

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. of this Agreement. (*the "Basic Rate"*). The Basic Rate as of the date of this agreement is ($ per month)

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*). Any charges associated with your Individualized Service Plan will be considered Additional Fees as defined in this agreement.

A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, 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 III.C. and made a part of this Agreement is a rate or fee schedule, 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 1st calendar day of the month and shall be delivered to P.O. Box 660186, Dallas, Texas 75266-0186. If resident fails to pay, Residence reserves the right to discharge You in accordance with Section XIII.

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 charge for this reservation is $_____ per _____. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The bed reservation will remain in effect so long as you continue to pay the established rate and this agreement is not otherwise terminated. A provision to reserve a residential space does not supercede 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.

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.

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this agreement a listing of such items. Such listing is attached as Exhibit VI. of this Agreement.

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.

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. 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.

5. 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 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.
6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who: (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.
7. 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 assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence (if applicable)

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

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

A. You, 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 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. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident's Representative, and/or Legal Representative as appropriate, shall be responsible for the following in the event the condition of the Resident requires such assistance, and upon our request:

1. Participating with our associates in evaluating Resident's needs and in planning an appropriate plan for Resident's care;
2. Maintaining Resident's welfare and fulfilling Resident's obligations under the Residency Agreement;
3. Assisting the Operator in relocating Resident following termination and removing the Resident's property;
4. Assisting in the Resident's transfer to a hospital, nursing home, or other facility in the event that Resident requires care we do not offer;
5. Making necessary arrangements for funeral services and burial in the event of death.

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 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. Termination occurs on the later end of the notice period or removal of all of your belongings.

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.

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 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.

In the event a resident and/or resident's responsible party (on behalf of the resident) has a grievance regarding the community or its services, we request the following steps be taken:

1. You and/or Your Resident Representative should discuss the complaint with the associate and Executive Director.
2. If unable to resolve grievance with step 1, the grievance should be submitted in writing to the Executive Director. The Executive Director should respond to You and/or Your Resident Representative within fourteen (14) days of receipt of the

complaint. If requested, the Executive Director should keep the grievance and recommendation confidential.

3. If unable to resolve grievance with step 2, the written grievance should be submitted to the Regional Director of Operations. The Regional Director of Operations should respond to You and/or Your Resident Representative within fourteen (14) days of receipt of the complaint. If requested, the Regional Director should keep the grievance and recommendation confidential.
4. If the grievance cannot be resolved on a Regional level, the You and/or Your Resident Representative party are encouraged to contact the Brookdale Family Connection at 1-877-400-5296.
5. You and/or Your Resident Representative may file a grievance with governmental officials, the New York State Department of Health or to any other person at any point in this process. If requested, a community representative should assist the resident or resident's responsible party in forwarding the written grievance to the appropriate address and contact person.
6. Residents and/or their responsible parties may submit grievances without fear of reprisal.

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.

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)

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)

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 Net, 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 or other public benefits, to meet Your obligations under this Agreement.

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print Name)

EXHIBIT I.A.1.

IDENTIFICATION OF APARTMENT/ROOM

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by the Resident, Operator will provide:

Bed, Mattress and Box Spring (in good repair)

Chair

Table

Lamp

Lockable storage facilities for personal articles and medications

Dresser

Closet or Wardrobe

Telephone

Dishes, glasses, utensils

Household linens

Household supplies and equipment including soap and toilet tissue

EXHIBIT I.A.4.

FURNISHINGS/APPLIANCES PROVIDED BY YOU

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
Dry Cleaning		
Professional Hair Grooming		
Personal Toilet Articles		
Commissary Goods		
Medical Transportation (private pay only)		
Cultural/Activities Transportation		
Long Distance Telephone Service		
Local Phone Service		
Air Conditioning (if available)		
Cable T.V. (if available)		
Other (Specify)		

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

NONE.

EXHIBIT II

DISCLOSURE STATEMENT

WW Manlius Operator, Inc. ("The Operator") as operator of Wynwood of Manlius ("The Community"), 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 100 Flume Road, Manlius, NY 13104, 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. This additional certification 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 Enhanced 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 Enhanced Assisted Living services for up to a maximum of 80 persons.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisted Living Certification:

> Chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer, chronically require the physical assistance of another person in order to walk, chronically require the physical assistance of another person to climb or descend stairs, are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel, and have chronic unmanaged urinary or bowel incontinence. The Operator may provide the following services oxygen therapy, blood pressure checks, indwelling catheter care, nebulizer treatment, treating skin tears and abrasions, one and two-person transfers, blood glucose monitoring, ostomy care, insulin administration, enema administration, Foley catheter care, suprapubic catheter care, transdermal patch application, temperature, pulse and respiration monitoring, care of casts, braces, splints and enteral feeding via peg tube.

The Operator will post prominently in the Community, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services program.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living program only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living unit (or program). If however, such units 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.

3. The owner of the real property upon which the Community is located is JER/NHP Senior Living Acquisition, LLC. The mailing address of such real property owner is c/o Nationwide Health Properties, Inc., 610 Newport Center Drive, Suite 1150, Newport Beach, CA 92660. The following individual is authorized to accept personal service on behalf of such real property owner: President and General Counsel.

4. The Operator of the Residence is WW Manlius Operator, Inc. The mailing address of the Operator is 100 Flume Road, Manlius, NY 13104. The following individual is authorized to accept personal service on behalf of the Operator: CT Corporation System, 111 Eighth Avenue, New York, NY 10011.

5. List any ownership interest in excess of 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 the Community.

NONE

6. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Community, in the Operator.

NONE

7. As a resident of Wynwood of Manlius, we believe that you should have the ability to exercise that choice in addition to a complete understanding of our offerings. As a resident of the community You are not bound to utilize our internal services, rather they are in place as a convenience to You.

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

9. Public funds are available to persons who meet certain income limitations, for the payment of residential, supportive or home health services, including but not limited to, availability of Medicare coverage of home health services. However, the Community's charges for services may exceed the assistance available. Consequently, public assistance alone may not be enough to cover the charges associated with remaining a resident at this Community if this Community's charges exceed the amount of public funds available to a resident. If the resident is unable to pay (in full) the balance of the Community's charges, the Community will assist the resident in securing placement at another facility, pursuant to applicable law and regulation.

10. 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.

11. 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. (315) 454-0168 ext. 13 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

We require a one-time non-refundable Community Fee in the amount of $_____ to be paid at the time this Agreement is signed. The Community Fee is a one-time fee charged by the Operator at the time of admission. The Community Fee is non-refundable and there are no specific conditions for refunds or any additional conditions regarding the fee. Once informed of the Community Fee, the prospective resident may choose whether to accept the Community Fee as a condition of residency or to reject the community fee and thereby reject residency at the residence.

The Community Fee does not excuse you from financial responsibility for any damage caused to your Suite beyond normal wear and tear upon move-out. However, you retain any and all rights under the law to contest the imposition of any costs for such damages and would be responsible to pay for damages only as ordered by a court of competent jurisdiction.

EXHIBIT III.C

RATE OR FEE SCHEDULE

See attached Exhibit X/Y and Exhibit Z.

Your initial fees are as follows:

Basic Rate:	$_____
Additional Fees: (including your rate for your Individualized Service Plan)	$_____
Supplemental Fees:	$_____
Total Monthly Service Rate:	$_____

I understand and agree that the Operator has the right to change these rates and/or change the services provided in accordance with the provisions of the Residency Agreement.

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

EXHIBIT VI.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

EXHIBIT XI.

RULES OF THE RESIDENCE

See Resident Handbook.

EXHIBIT XV.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS 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.

(Q) EVERY RESIDENT OF AN ASSISTED LIVING RESIDENT 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, OR 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.

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO THE RESIDENCY AGREEMENT

This is an Addendum to the Residency Agreement ("Addendum") made by and between WW Manlius Operator, Inc. d/b/a Brookdale Manlius (the "Operator," "us," "we" or "our") , (the "Resident," "you" or "your"), _____ (the "Resident's Representative") and (the "Resident's Legal Representative"). Such Residency Agreement is dated March 1, 2019.

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 Agreement. This Addendum must be attached to the Residency Agreement between the parties.

I. ENHANCED ASSISTED LIVING CERTIFICATES

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living located at 100 Flume Road, Manlius, NY 13104-2459 (the "Community").

II. PHYSICIAN REPORT

You have submitted to the Operator a written report from your physician, which report states that:

a. Your physician has physically examined you within the last month prior to your admission into this Enhanced Assisted Living Residence; and
b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. REQUEST FOR AND ACCEPTANCE OF ADMISSION

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the "Residence") and the Operator has accepted your request.

IV. SPECIALIZED PROGRAMS, STAFF QUALIFICATIONS AND ENVIRONMENTAL MODIFICATIONS

Services to be provided in the EALR include:

- Oxygen therapy
- Blood pressure checks
- Indwelling catheter care
- Nebulizer treatment
- Treating skin tears and abrasions
- One and two-person transfers
- Blood glucose monitoring

- Ostomy care
- Insulin administration
- Enema administration
- Foley catheter care
- Suprapubic catheter care
- Transdermal patch application
- Temperature, pulse and respiration monitoring
- Care of casts, braces, splints
- Enteral feeding via peg tube

Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the acuity needs of Residents enrolled in the enhanced program. The staffing plan includes the presence of a licensed Registered Nurse who will be on premises for a minimum of 40 hours per week with additional nursing coverage provided by a licensed LPN.

Resident Care Aides will be provided specialized training to respond to the enhanced needs of Residents. These trainings will be provided by a Registered Nurse (licensed in the State of New York) who has experience in Adult Education/Learning.

Enhanced Assisted Living Residents reside throughout the facility. 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.

V. AGING IN PLACE

The Operator has notified you that, while the Operator will make reasonable efforts to facilitate your ability to age in place according to your Personal Service Plan, there may be a point reached where your needs cannot be safely or appropriately met at the Residence. If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. IF 24 HOUR SKILLED NURSING OR MEDICAL CARE IS NEEDED

If you reach the point where you are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for your increased needs; AND
b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, you can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND

c. The Operator agrees to retain you as Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff; AND
d. You are otherwise eligible to reside at the Residence.

VII. ADDENDUM AGREEMENT AUTHORIZATION

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

Signature of Resident		Date
Signature of Resident's Representative		Date
Signature of Resident's Legal Representative		Date
For Operator	Title	Date

Brookdale Automatic Withdrawal

Have your monthly bill paid automatically from your checking or savings account.

With Automatic bill pay, you'll:

- Avoid costly late fees.
- Save time. You no longer have to write, mail or deliver your check.
- Meet your commitments, even when you are on vacation or out of town.
- Save money by using less checks and postage.

Here is how automatic withdrawal works:

You authorize a regularly scheduled payment to be made from your bank account. Your payment will be automatically deducted on the 1st or 5th day of each month, and proof of payment will appear on your bank statement. The authority you give to charge your account will remain in effect until you notify us to cancel it.

To take advantage of this service, complete the authorization form and return it to Brookdale's Accounts Receivable department at the address listed below. Completed forms must be received by the 12th of the month preceding the starting date* (e.g., A completed authorization form must be received by Sept. 12 to establish an October withdrawal date).
*SNF residents in PCC can submit through the 20th of the month for completion.

Brookdale does reserve the right to cancel this authorization after receiving an insufficient fund notice for two consecutive months when attempting a withdrawal.

<u>Instructions for Completing the Automatic Withdrawal Authorization</u>

To avoid processing delays, follow these steps on how to complete the Automatic Withdrawal Authorization:

1. Select a day and month for the deposit to be withdrawn.
2. Sign and date the form.
3. Attach a voided check copy or letter from the bank verifying a routing number and account number.
4. Please do not mail these materials with your payment. Instead, mail to:

   Brookdale Senior Living
   Accounts Receivable
   6737 W. Washington Street; Suite 2300
   Milwaukee, WI 53214

BROOKDALE
—SENIOR LIVING SOLUTIONS—

Automatic Withdrawal Authorization

Community Use Only:
Required
BU#__ __ __ __ __
This Resident is:
(Please check one of the following)

☐ AL, RC - RP#: __ __ __ __ __ __ __ __

☐ SNF- Resident#: _____

Resident Name: _____ **Responsible Party Name:** _____

Check One: ☐ Establish an automatic withdrawal account
☐ Change existing automatic withdrawal bank account or withdrawal date

Account Type: ☐ Checking ☐ Savings ☐ Money Market

Begin Withdrawals on (check one*) the ☐ 1st or ☐ 5th in the month of _____
***Failure to select a withdrawal date will result in a default withdrawal date of the 5th of each month**.

I hereby authorize Brookdale Senior Living to withdraw payments for the above resident from the checking, savings or money market accounts designated below. I understand that there is an approximate six-week processing period before my first payment will be automatically withdrawn from my account. Payments will be withdrawn on the designated date above for that month's rent, service fees and/or ancillary charges.

I agree to notify the Accounts Receivable Department of Brookdale Senior Living in writing of any changes to my bank account number or financial institution and upon the closing of the account listed below. A new automatic withdrawal authorization form must be completed immediately to ensure automatic withdrawal from the correct account. This authority shall remain in effect until Brookdale Senior Living receives written notification from me of its termination, and in such a manner as to afford Brookdale Senior Living and all financial institutions involved a reasonable opportunity to act on it.

By signing below I authorize Brookdale Senior Living to withdraw the total billed balance due, including any additional charges that occurred over the previous month.

Signature: _____ Date: _____

Daytime Phone: _____ Evening Phone: _____

Staple Voided Check Here

- Checking deposit tickets are not valid
- Hand written account information is not valid
- Letters from bank with the account number are accepted
- Auto withdrawal will not be completed without proper documentation

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