THE HAMLET

Assisted Living Residence

RESIDENCY AGREEMENT

The Hamlet
Assisted Living
1471 Long Pond Road
Rochester, NY 14626
585.723.7820

THE HAMLET
RESIDENCY AGREEMENT
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RESIDENCY AGREEMENT

THIS AGREEMENT is made between WRP RRH LLC, d/b/a The Hamlet, the "Operator", _____ (the "Resident" or "You"), _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any).

RECITALS

The Operator is licensed by the New York State Department of Health to operate at 1471 Long Pond Road, Rochester, NY 14626 as an Assisted Living Residence ("The Residence") known as The Hamlet and as an Enriched Housing Program. The Operator is also certified to operate, at this location, a Special Needs Assisted Living Residence ("SNALR"). This certification permits the Operator to provide Special Needs Assisted Living services for up to a maximum of 21 persons.

You have submitted a written report from Your physician to Operator which report states that (a) Your physician has physically examined You within the last 30 days; 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. You have requested to become a Resident at The Residence and the Operator has accepted your request.

AGREEMENT

I. <u>Housing Accommodations and Basic Services</u>

Beginning on _____, _____, (*Insert beginning date of residency)* 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 the private room designated on Exhibit I.A.1, subject to the other terms of this Agreement.

2. **Common Areas**. You will be provided with non-exclusive access to the general purpose rooms at the Residence such as the restaurants, activity rooms, living rooms and other common areas.

At least one of these rooms will be available to you for at least ten (10) hours per day between the hours of 9 am and 8 pm to ensure that you have space to meet with visitors of your choosing.

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.).

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 3 snacks per day are included in Your Basic Rate. The following diets will be available to You, if ordered by Your physician and included in Your Individualized Service Plan: No Added Salt and Limited Concentrated Sweets. Additional snacks and beverages will be available to residents upon request, 24/7.

2. **Activities**. The Operator will provide a program of organized and diverse 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**. Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis or as otherwise needed in keeping with Your needs.

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**. Laundering of your personal washable clothing at least once a week and more often as necessary. You are responsible for making arrangements to have cleaned any clothing that requires dry cleaning or pressing.

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. Such supervision does not include one-on-one continuous supervision.

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**. Personal care services available to all ALR residents include some assistance with personal hygiene (including dressing, bathing, and grooming), assisting with self-administration of medications, and as otherwise needed by the individual to carry out the activities of daily living, maintain good health, and participate in the ongoing activities of the enriched housing program. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Detailed fees for personal care services are included in this Agreement's rate or fee schedule.

9. **Development of Individualized Service Plan**. Development of the Individualized Service Plan includes ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing needs.

C. **Additional Services**

Exhibit I.C., attached to and made a part of this Agreement, describes in detail any additional services, supplies, or amenities available from the Operator directly or through arrangements with the Operator for a supplemental or additional fee. 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. <u>Disclosure Statement</u>

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

The Residence operates with a flat fee arrangement. The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, in full satisfaction of the Basic Services described in Section I.A. and I.B the amount listed on Exhibit III.A.2 of the agreement (the "Basic Rate"), labeled as your Housing Accommodations & Basic Services Fee. The Basic Rate as of the date of this agreement is ($_____per month).

The first month of Your Basic Rate is due prior to your move in. A summary of all Your fees is found in Exhibit III.A.2 and includes the total amount due prior to move-in.

B. Supplemental, Additional, or Community Fees

A Supplemental or Additional fee is a fee for service, supplies, 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, as set forth in Section III.E. Any charges by the Operator for additional or supplemental fees shall be made only for services and supplies that are actually supplied to the resident.

A Community fee is a one-time fee that the Operator may charge at the time of admission. This Residence charges a one-time community fee as set forth in Exhibit I.C, payment of which is a condition of residency. The operator must clearly inform the prospective resident what the amount of the Community Fee will be as well as any terms regarding refund of the Community Fee. You may choose whether to accept the community fee as a condition of Your residency in the Residence or to reject the community fee and thereby reject residency at the Residence. The Community Fee is $_____ and is non-refundable.

C. Billing and Payment Terms

You will be charged from the day of Your admission up through and including the day of Your transfer or discharge from the Residence (the "Discharge Date"). If You fail to remove Your belongings and personal property from your room prior to your Discharge Date, the Operator will continue to assess the Housing Accommodation and Basic Services Fee identified in Exhibit III.A.2, on a per diem basis, until Your belongings and personal property are removed from the Residence for up to 7 days after Your Discharge Date.

If Your personal property has not been removed by You, or Your Representative within 7 days of Your Discharge Date, The Hamlet will deem your possessions abandoned and will dispose of all personal items that have not been removed from Your room.

All payments are due on the first of each month and shall be delivered to The Hamlet, 1471 Long Pond Road, Rochester, NY 14626. Payments received after the tenth (10^{th}) day of the month when due, plus any outstanding balance, will incur a late charge of Ten Dollars ($10.00) per day. You and Your Legal Representative have the right to dispute and contest any charges in accordance with Section XVI below or in accordance with applicable law.

In the event the Resident, Resident's representative, or Resident's legal Representative is no longer able to pay for services as outlined in this Residency agreement and deemed necessary by the Resident's physician, it is Your responsibility to inform the Administrator or designee as soon as possible.

D. 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, except in the following circumstances in paragraphs 3, 4, and 5 below. The Operator may increase the Basic Rate and/or Additional or Supplemental Fees on an annual basis by providing You with written notice of the increase not less than forty-five (45) days prior to the effective date of the rate or fee increase.

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 Representative or Your Legal Representative agree in writing to a specific rate or fee increase through an amendment of this Agreement, due to the 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 any 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 such additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

E. Bed Reservation

The Operator agrees to reserve the residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is Your Total Monthly Basic Rate (as shown on Exhibit III.A.2), prorated on a per diem basis. (The total of the daily rate for a one-month period may not exceed the established monthly rate). Your residential space will be reserved for as long as you continue to pay Your Total Monthly Basic Rate as shown on Exhibit III.A.2 and subject to this Section III.E. 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 this space by providing the Operator with thirty (30) days' prior notice. If You choose to reserve a residential space, the then-current Total Monthly Basic Rate and terms of this Agreement will remain in effect until this Agreement is otherwise amended or terminated pursuant to Section XIII below.

F. Room Changes

In limited circumstances, the Operator may need to relocate You from your room identified in Section I.A.1 ("Original Room") to another room ("Substitute Room") in order to protect your health, safety and comfort or the health, safety and comfort of other residents or to perform routine or unscheduled maintenance. The Operator will make every effort to provide You with advance notice and a reasonably comparable room. If You are relocated by the Operator to another room, no increase will be made to your then-current rate for Housing Accommodation and Basic Services. Once the reason for the relocation has been resolved, You will have the choice of returning to your Original Room at your then-current rate for Housing Accommodation and Basic Services or remaining in the Substitute Room at its then-current rate for Housing Accommodation and Basic Services.

G. Second Occupant Fee

A spouse, family member, friend, or any other individual of your choosing may occupy your Apartment with you, provided they are a resident of the ALR. The Second Occupant fee is not available in the SNALR. The Second Occupant must: (1) meet all requirements for admission, (2) sign a separate residency agreement, and (3) pay the Second Occupant Fee and any applicable charges set forth in their residency agreement. If your Apartment is occupied by two residents and one resident later permanently vacates the Apartment, regardless of the reason, the remaining Resident's obligations under this Agreement shall continue in full legal force and effect and the remaining Resident will have the option of: 1) retaining the same Apartment at the single occupancy rate then in effect for the Apartment or (2) terminating their residency agreement.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after your Discharge Date, the Operator must provide You, Your Representative, 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 (3) 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 of 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

The Operator will not accept the transfer of resident funds or property, with the exception of those funds referenced in Section IX.

VI. Property or Items of Value Held in the Operator's Custody For You

The Operator will not accept resident property or things of value for safekeeping.

VII. Fiduciary Responsibility

If the Operator assumes management responsibility over Your Personal Needs Allowance funds pursuant to Section IX of this Agreement, the Operator shall maintain such funds in a fiduciary capacity for 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

Supplemental Security Income (SSI) is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available online at https://otda.ny.gov/programs/disability-determinations/.

Some recipients of SSI may be entitled to a monthly personal allowance in accordance with Social Services Law.

Safety Net Assistance (SNA) provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporary-assistance/.

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 (DOH-5195) with You or Your Representative, contained in Exhibit IX.

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 SNI funds_____
I do not receive either SSI or SNA funds_____

If You have a signatory to the 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

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

B. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

C. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Service Plan.

D. If you are being admitted to a Special Needs Assisted Living Residence, the terms of the "Special Needs Assisted Living Residence Addendum" will apply.

E. If You are residing in the 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 the Residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XIII of the Agreement.

XI. Rules of the Residence

Exhibit XI contains an acknowledgement of receipt of the Community Guidelines and sets forth other important rules. By signing this acknowledgement, You and Your representatives agree to obey all reasonable rules set forth therein. A copy of the Community Guidelines will be given to you along with this Agreement.

Residents may obtain renters insurance to cover their belongings. The Operator does not insure Resident for any personal injury or property loss/damage, including that caused by the act or omission of any other resident or third party, or by any criminal act or activity, war, riot, insurrection, fire, flooding, water damage or act of God. Operator therefore highly recommends Resident obtain both renter's insurance coverage and supplemental liability coverage. Operator also highly recommends Residents of the SNALR to obtain renter's insurance. Resident shall be solely responsible for selecting, obtaining and paying for any such insurance coverage Resident deems necessary to protect themselves and their personal property from such loss, damage or expense. Upon request, Operator shall provide Resident with general information about such insurance.

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

A. You, or Your Resident 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 payment 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 care proxy, 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 shall be responsible for the following:

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

4. Make the appropriate monthly payments as agreed to in this Agreement.

C. The Resident's Legal Representative, if any, shall be responsible for the following:

1. If appointed as the Resident's Health Care Proxy, make medical decisions when Residents is unable to make such decisions for himself or herself.

2. Supply Residents with enough sets of clothing, undergarments etc. as necessary.

3. Advise of any change of contact person, address, telephone number and such, including designating alternate contact person during vacation, or for other absenteeism and provide all the above information for such person.

4. Make the appropriate monthly payments as agreed to in this Agreement.

D. The Operator shall be responsible for the following:

1. In the event that the Resident's Health Care Proxy has been provided to the Operator, and that person is not the Resident's Representative or the Resident's legal Representative, the Operator shall notify the Resident's Health Care Proxy to make medical decisions when the Resident is unable to make such decisions for himself or herself.

XIII. <u>Termination and Discharge</u>

A. 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 thirty (30) days' notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility. This notice is required regardless of your reason for termination of this agreement;

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.

B. 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 thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the New York State Department of Health.

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

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

Both You and the Operator are free to seek any other judicial relief to which 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

A. 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 sustain an injury such that continual skilled medical or nursing services are required;

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

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.

B. 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 transferred.

If such hand delivery is not possible, then notice must be given by any of the methods provided by law for personal service upon a natural person.

C. If the basis for the transfer permitted under parts 1 and 2 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, and you agree to meet the responsibilities stated therein.

XVI. Complaint Resolution and Resident Council

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' Organizations and to provide a written report to the Residents' organization that address 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. Photo Waiver (Optional)

The Operator is required by the New York State Department of Health to include your photo in your Medication Assistance Record. The Operator also seeks your consent to use your photograph in other Residence publications. The photo wavier is included in Exhibit XVII.

XVIII. Pet Policy

ALR Residents are permitted to have certain pets, in accordance with the Pet Policy set forth in Exhibit XIX and upon execution of the Pet Policy Exhibit to this Agreement, both of which are found in Exhibit XIX.

XIX. Miscellaneous Provisions

A. This Agreement constitutes the entire Agreement of the parties.

B. 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.

C. 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.

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

XX. 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)

EXHIBIT I.A.1
IDENTIFICATION OF APARTMENT/ROOM

As of the date of Your admission, Your room will be _____,

a private ☐ room.

EXHIBIT I.A.3

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

When not supplied by You, the Operator will provide You with the following minimum household equipment:

1) A standard, single bed in good repair, a chair, a lamp;
2) Lockable storage facilities for personal articles and medication which cannot be removed at will if the individual room or apartment is not equipped with a lock;
3) Individual dresser and closet space for the storage of resident clothing;
4) Dishes, glasses, utensils, table;
5) Household linens including, at a minimum , a pillow, a pillowcase, two sheets, blankets, at least one (1) bedspread, towels and washcloths;
6) Household supplies and equipment including soap and toilet tissue;
7) In the case of shared bathrooms, lockable bathroom doors to ensure privacy.
8) Access to radios and television sets;
9) Shaded light fixtures;
10) One telephone;
11) A hinged, lockable entry door.

EXHIBIT I.A.4

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are allowed to bring the items below.

Check all those that will be furnished by You.

- ☐ Bed
- ☐ Nightstand
- ☐ Drawer
- ☐ Chair
- ☐ Bed Linen
- ☐ Pillow
- ☐ Bed Spread
- ☐ Bath Linens
- ☐ Wastebasket
- ☐ Couch
- ☐ Easy Chair
- ☐ Table
- ☐ Other:_____
- ☐ Other:_____
- ☐ Other:_____
- ☐ Other:_____
- ☐ Other:_____

Residents are NOT ALLOWED to bring the items below:

- Cooking Appliances (other than a microwave approved by the Operator)
- Incense or Candles
- Extension cords
- Outlet adapters and 2, 3, or 4 way plugs
- Heating blankets/heating pads
- Potpourri burners
- Frayed cords
- Large refrigerators
- Air conditioners not approved by the Operators
- Installation or alteration of electrical equipment is prohibited
- Antennas that extend outside room windows or be attached to the outside of building
- Door stops or wedges
- Flammable liquids such as gasoline, ether, charcoal lighter, etc. or Stern-o Cans
- Fire arms/weapons of any type/ammunition
- Fire works
- Grills of any type
- Curtains made from material that is not a fire retardant material
- Gasoline powered equipment
- Heating units (space heater)
- Kerosene or Oil Lamps
- Sun lamps
- Heating elements (immersion type)
- Narcotics/illegal drugs, as defined by Federal Law
- Lamps without proper shades
- Waterbeds/water mattress

EXHIBIT I.C

ADDITIONAL SERVICES, SUPPLIES, AMENITIES AND COMMUNITY FEES

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

Item:	Additional Charge:	Provided By:
Medical Transportation*	Included up to 10 miles, $10 if over 10 miles	Operator
Cultural/Activities Transportation	Included up to 15 miles, $3 if over 15 miles	Operator
ALR Replace PERS Pendant	$100/each	Operator
Dry Cleaning	As per outside provider	Outside Provider
Salon Services	As per outside provider	Outside Provider
Additional Apartment Key	$10/each	Operator
Additional Mailbox Key	$6/each	Operator
Additional Exterior Key or Fob	$18/each	Operator
Re-key of apartment lock (if key is lost)	$100	Operator
Cable Cord- 6ft.	$20/each	Operator
Cable Cord- 25ft.	$35/each	Operator
Removal of abandoned personal items following move-out	$100/per item	Operator
Cleaning of Apartments	$35/hour	Operator
Cleaning of Appliances	$30/hour	Operator
One-Time Pet Fee	$350/pet	Operator
Standard Cable TV	No charge	Operator
Late Fee	$10/day	Operator
Insufficient Funds/returned Checks	$25	Operator

*Medical Transportation charges are over and above Medicare, Medicaid and Third-Party Payment.

1) Community Fee:

   This is a one-time non-refundable community fee of $_____ per person that must be paid on or before the date of Your admission.

EXHIBIT I.D

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

At this time there are no providers offering home care or personal care services under any arrangement with the Operator. The Residence, however, will make every effort to assist you in obtaining appropriate skilled nursing and home health care services not provided at the Facility, if You so desire.

EXHIBIT II

DISCLOSURE STATEMENT

WRP RRH LLC ("The Operator") as operator of The Hamlet ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit XVIII of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 1471 Long Pond Road, Rochester, NY 14626 an Assisted Living Residence as well as an Enriched Housing Program.

   The Operator is also certified to operate at this location a Special Needs 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 Special Needs Assisted Living services, as long as other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently approved to provide:
   a. Special Needs Assisted Living services for up to a maximum of 21 persons.

   The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Special Needs Assisted Living Residence.

   It is important to note that The Operator is currently approved to accommodate within The Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Special Needs 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. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your room within the Residence.

3. The owner of the real property upon which the Residence is located is WF RRH LLC. The mailing address of such real property owner is 550 Latona Road, Rochester, NY 14626.

   The following individual is authorized to accept personal service on behalf of such real property owner: Edwin J. Wegman at 550 Latona Road, Rochester, NY 14626.

4. The Operator of the Residence is WRP RRH LLC. The mailing address of the Operator is 550 Latona Road, Rochester, NY 14626.

   The following individual is authorized to accept personal service on behalf of the Operator: Edwin J. Wegman at 550 Latona Road, Rochester, NY 14626.

5. There are no 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 Residence.

6. There are no 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 Residence, in the Operator.

7. All Residents have the right to receive services from any provider authorized by law to provide such services, regardless of whether the Operator of this Residence has an arrangement with the provider, so long as these services are delivered in compliance with all applicable laws and regulations and can be coordinated with the Resident's other services.

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

9. 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 facility does not accept the amount covered by public funds as payment in full of its rate.

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 is 1-866-893-6772.

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

EXHIBIT III.A.2

RATE OR FEE SCHEDULE

For the Housing Accommodation and Basic Services Fee associated with the ALR room type selected below, You will be admitted into the Community's Adult Home/Assisted Living Residence and receive all services listed in Section I.B of this Agreement. If you are admitted into the Community's the SNALR, You will occupy the SNALR room type selected below in the Community's secured dementia unit and receive all services listed in Section I.B of this Agreement and in the SNALR Addendum, which can be found on Pages XXV-XXVI of this Agreement.

Housing Accommodation and Basic Services Fee:

Room Type	**Monthly Fee**
☐ ALR Studio (368 sq. ft.)	$
☐ ALR Studio Deluxe (461 sq. ft.)	$
☐ ALR 1 Bedroom (434–460 sq. ft.)	$
☐ ALR 1 Bedroom Deluxe (505–551 sq. ft.)	$ to $
☐ ALR 1 Bedroom Premium (656 sq. ft.)	$
☐ SNALR Private Apartment	Standard (226 sq. ft.): $ Deluxe (327 sq. ft.): $ Premium (373sq. ft.): $
☐ ALR Second Occupant Fee	$

Housing Accommodation & Basic Services Fee $_____

Move-In Cost Summary

This month's Financial Obligation Prorated (Day's left in Move-In Month X $_____.____/month of the Total Monthly Basic Rate)	$
Community Fee	$
One-Time Pet Fee (if applicable)	$
Total Due at Move-In	**$**

EXHIBIT IX

PERSONAL ALLOWANCE ACCOUNT

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Statement
Offering Personal Allowance Account

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York State Department of Health (NYS DOH) Regulations provide me, as an SSI or SNA recipient, with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required to provide by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of my account which includes my current balance and informs me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

Check one of the following boxes:

☐ I authorize the operator to establish a facility maintained personal allowance account.

☐ I do not authorize the operator to establish a facility maintained personal allowance account.

☐ As representative for _____ , I agree to comply with the personal allowance requirements set forth above.
☐ **I do** ☐ **I do not** authorize the operator to establish a facility maintained personal allowance account.

☐ I am not an SSI or SNA recipient. However, the operator has offered to maintain a personal fund account for me. I hereby authorize such an account.

Signature of Resident _____ Date _____

Signature of Resident Representative _____ Date _____

Signature of Operator or Designee _____ Date _____

DOH-5195 (DSS-2853) (Revised 7/85, 6/14, 10/15, 12/15)

EXHIBIT XI

RULES OF THE RESIDENCE

The Rules of the Residence are set forth in the Community Guidelines given to you with this Agreement. Please initial and date below to acknowledge receipt of the Community Guidelines:

Initials: _____ Date:_____

In addition to the Rules set forth in the Community Guidelines, the following shall also apply to all Power Driven Mobility Devices:

Power Driven Mobility Device and Vehicle Safety Policy and User Agreement

The Hamlet recognize a disabled individual's right to operate a power driven mobility device (PDMD) on community grounds, within the community, and while accessing van/bus transportation services provided by the community and shall afford disabled individuals reasonable accommodation in accordance with applicable law. To the extent that applicable laws provide rights or privileges that are either broader than or more restrictive than stated in this policy, such law will govern.

Definition of PDMD
As used in this policy/agreement, the term "PDMD" shall be broadly defined to include any and all two, three or four wheeled electric mobility devices, which shall include, but not be limited to, power-chairs (i.e. electric wheelchairs), power carts, and scooters. For purposes of this policy, "power carts" and "scooters" shall be defined the same and shall mean any two, three or four-wheeled power driven mobility device that is either smaller, lighter weight, and/or less stable than a standard manual wheelchair or is substantially larger than a standard manual wheelchair. If there is any dispute regarding how a mobility device is defined, it shall be resolved by management company in its sole discretion.

Accessibility Considerations
PDMDs shall be permitted in all areas of the facility where members of the public are allowed, unless a device cannot be accommodated because of legitimate safety requirements. If it is determined that a PDMD may not be able to be accommodated, the General Manager, in conjunction with the Operations Leader, will make a determination based on at least the following risk assessment factors:

- Type/classification of device
- Weight of device
- Speed of device
- Dimensions of device
- Furniture/obstructions
- Pedestrian traffic volume/variances
- Availability of safe device parking
- Options for alternative mobility support

In areas of a community not specifically designated for memory care, risk assessments shall be based on factors related to an entire class of devices, not on how a person with a disability might operate the device. Resident use of PDMDs shall generally not be permitted in a community's designated memory care area.

If warranted, the General Manager or designee may request credible assurance that a PDMD is used because of a disability, but may not ask about the disability nor base the request on a general observation of an individual's ability to ambulate.
PDMDs that will not be accommodated inside communities or while accessing community transportation services include any devices powered by fuel or combustion engines, golf-style carts, and levitating boards.

Community Rules
To help ensure the reasonable safety of all residents, guests and staff, and to protect the assets of the community, PDMDs must be operated in a fashion consistent with the following:

1. PDMD users ("users") shall observe all manufacturer requirements for safe operation and maintenance.
2. There shall be no double riding on a PDMD. Only the PDMD owner and community staff (as needed for customer service and safety purposes) shall be allowed to ride or operate the device.
3. PDMDs shall not be parked or stored so as to impede ingress and egress of others and must be stored inside the user's apartment to ensure hallways are unobstructed in the event of an emergency.
4. PDMDs parked or stored in acceptable areas as designated by the General Manager or designee shall be secured to prevent the unintended or incidental activation by others.
5. Distracted, aggressive and/or impaired driving or driving that creates a disturbance in any way is prohibited.
6. Users shall operate their PDMD in a conservative manner, taking special precautions near doorways, entering/exiting elevators, at corners, when approaching pedestrians, wheelchairs, or other PDMDs, when accessing community transportation, in congested areas, and at all other times when special precautions may be warranted.
7. Users shall be solely liable for damage to persons or property, and hold the community, its management company, agents, affiliates and representatives harmless, in the event of an unusual occurrence or as a result of user's operation of the PDMD.
8. Users must notify their rental insurance agent/broker of their operation of a PDMD on the premises.

Vehicle Safety Rules
If a resident elects to use community-provided transportation services, resident acknowledges and agrees to be bound by all of the lift protocols and inside the vehicle protocols as set forth below. Resident acknowledges that his/her safety while using the lift and/or riding in the vehicle is the highest priority and that the community's protocols are intended and designed to help protect resident from injury and be in resident's best interests.
The following rules regarding the use of community vehicle lifts ("lift") apply to all residents, guests and staff:

1. Individuals may only be lifted into a community vehicle if seated in a wheelchair that is secured in accordance with the manufacturer's guidelines. Using the vehicle lift to assist individuals who are standing, seated in a non-wheelchair PDMD or walker seat is prohibited.

2. The lift may only be operated by staff trained in accordance with the manufacture's guidelines.
3. The lift may be used to transfer unoccupied mobility equipment such as walkers and non-wheelchair PDMDs. Staff inside the vehicle will move devices from the lift into the vehicle.

The following rules apply to protocols inside community-owned or leased vehicles:

1. Individuals may sit in a wheelchair while in the vehicle/while the vehicle is in operation, but it must be secured at all times according to the manufacturer's guidelines. All other individuals will be seated in one of the vehicle's affixed seats, with the seatbelt properly fastened. No individual will be permitted to be seated in/on a non-wheelchair PDMD or walker seat while inside the vehicle.
2. Unoccupied PDMDs shall be secured according to the manufacturer's guidelines. All other mobility devices and cargo shall be secured in a reasonable fashion.
3. The driver will visually check to ensure that all passengers and vehicle contents are properly secured prior to putting the vehicle into motion.

Rule Violations

Concerns, complaints, accidents, incidents and unusual occurrences (collectively "incident" or "incidents") shall be reported, documented and investigated in accordance with community policies. Reporting shall include, but not be limited to contacting law enforcement and/or the licensing entity, if indicated by the nature of an occurrence.

If the investigation of an incident determines the PDMD user is at fault either through willful or accidental disregard of the provisions identified in this policy, the General Manager shall issue the user a written warning.

Power Driven Mobility Device Agreement and

Acknowledgement of Receipt of Community Guidelines

The undersigned resident hereby understands, acknowledges, and agrees that the use of a PDMD can be very dangerous to both myself and other residents in the community, that I am responsible for any property damage and/or injuries that I may cause while using the PDMD, and that management company's above policies, rules and regulations regarding PDMDs both within the community and while on management company owned/leased vans and lifts are fair, reasonable, and are intended to balance legitimate safety concerns with the rights of disabled PDMD users and I will not object to or contest the reasonableness of such policies, rules, and regulations as all of the above policies, rules, and regulations are reasonable and in the best interests of my safety and the safety of other residents in the community and/or on the transportation vans and lifts. If there is a conflict between the policies, rules, and regulations set forth herein and those provided by a third-party, the policies, rules, and regulations which provide the highest level of physical safety for the resident shall be controlling and binding on the parties hereto in all instances. The undersigned resident hereby agrees to fully comply with all of the above policies, rules, and regulations and agrees to be fully bound thereby.

The undersigned further acknowledges that he/she has received *THE HAMLET* community guidelines and understands that I am responsible for reading these community guidelines. I understand that *THE HAMLET* may change or add to these community guidelines from time to time at its sole discretion, without prior notice.

_____ _____

Resident's Signature Date

_____ _____

Resident's Representative Signature Date

_____ _____

Community Representative's Signature Date

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;

(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 PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

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

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

EXHIBIT XVI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

1. The Operator offers a variety of means for residents and interested parties to express their concerns, suggestions and grievances to community representatives.

2. Residents or their representatives ("Resident" or "Residents") may communicate grievances to any staff member either verbally or in writing. Written grievances prepared by a Resident are not required to be submitted using a specific format or form. No grievance or complaint made in good faith will result in reprisal against the complainant. Staff shall document receipt of a grievance made to them using the Non Employee Incident Report (Form RM-5) and attach the individual's written submission, if applicable. The incident report will be routed and handled in accordance with applicable policies as warranted by the nature of the issue.

3. Residents and their representatives have right to contact local or state senior service agencies or other agencies of their choosing at any time for outside counsel.

4. The Executive Directors or designee shall reply promptly to all grievances, and to written grievances within ten business days of receipt. The Executive Director or designee and shall work in good faith to resolve any grievance, which may involve an in-person meeting if requested in writing.

5. Grievances and recommendations may be placed in the Suggestion Box located in the main activity room

6. Grievances may be signed by the resident, but a signature is not required. Residents wishing to remain anonymous may place their grievance or recommendations in the Suggestion Box without signature.

7. Grievances and recommendations will remain confidential and staff member will take proper measures to safeguard resident privacy.

8. The Executive Directors or his or her designee will collect grievances and recommendations from the Suggestion Box on a weekly basis, and after an initial review, assign them to the appropriate staff member or Department head for resolution or action.

9. Responses to signed grievances will be in writing and delivered to the Resident making the grievance. Responses to anonymous grievances will be in writing and delivered to the Resident Council.

EXHIBIT XVII
PHOTO WAIVER (OPTIONAL)

PHOTO VIDEO AND TESTIMONIAL RELEASE (OPTIONAL)

Effective as of the date hereof, the undersigned, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby consents, authorizes, licenses, and grants to The Hamlet, and to their managed communities, successors and assigns (collectively the "Company"), the irrevocable right and license to use the undersigned's name, photograph, picture, likeness, biographical data, written and/or verbal quotes, and/or written and/or verbal comments throughout the world in any lawful way the Company elects in order to promote, market, advertise, and sell the use of living accommodations in the Company's many retirement communities.

The Company's advertising may include any form of print, magazine, newspaper, radio, and/or television advertisements, brochures, presentations, video recordings, CD, DVD, approved social media use or any other means elected by the Company.

The Company prohibits taking or using photographs or audio/video recordings of residents and/or their private spaces that would demean, humiliate or otherwise compromise a resident's dignity.

This consent shall continue for so long as the Company elects, but in no event longer than thirty (30) years from the date hereof. The undersigned is freely and voluntarily granting such consent without any monetary consideration whatsoever, and the undersigned and his/her heirs and successors forever waives and releases the Company from any claim, demand or request for any financial compensation resulting from the Company's use of the undersigned's name, photograph, picture, likeness, written and/or verbal quotes, and/or written and/or verbal comments pursuant to this consent.

The undersigned understands and acknowledges that he/she does not own the copyright or any intellectual property rights in any of the photographs and/or depictions and/or statements made under this consent and waives any claims thereto.

The undersigned hereby forever releases and discharges the Company from any and all claims and demands arising out of or in connection with the use of said testimonial statements and/or photographs, including, without limitation, any and all claims for invasion of privacy and/or libel.

The undersigned hereby acknowledges the Company will not be held responsible for the actions of any parties who photograph, record or obtain testimonial statements not authorized by the Company.

The undersigned represents and warrants to the Company that the undersigned is competent and understands the terms and conditions of this consent and is voluntarily signing this consent with full comprehension and understanding of all the facts and terms contained herein, and that the undersigned was advised to seek legal counsel before signing this consent to discuss any questions or comments he/she may have.

Dated:_____ _____
(Signature of Resident)

Dated:_____ _____
(Signature of Resident's Representative, if any)

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

If you do not consent to the above stated term relating to the use of Your name, photograph, picture, likeness, biographical data, written and/or verbal quotes, and/or written and/or verbal comments by The Hamlet to promote, market, advertise, and sell the use of living accommodations, please check the box below:

☐ DECLINE

EXHIBIT XVIII

CONSUMER INFORMATION GUIDE

Attached.

EXHIBIT XIX

PET POLICY

Operator, in its sole subjective discretion, reserves the right to approve or deny a Resident's request to have a pet live with him/her. Pets are not permitted in the special needs assisted living residence. If Operator approves a Resident's request for a pet, the following shall apply:

1. Resident must be able to care for the pet and have the cognitive, as well as the physical ability to do so.
2. Resident agrees to pay the Community's non-refundable pet fee.
3. Resident must provide proof that the pet has had (i) an annual veterinary exam, including an internal and external parasite exam, vaccinations for common infectious diseases including rabies, is (ii) properly licensed according to local law, and (iii) spayed or neutered.
4. Resident must ensure that the pet is well behaved at all times and will not allow the pet to disturb neighboring Residents (this includes no jumping up on other Residents, staff or visitors, and no excessive noise, especially during the residence's quiet hours from 10 pm to 7 am).
5. Resident agrees to keep the pet on a leash at all times when outside the Apartment. Resident shall walk the pet only in the area(s) designated by Operator. Pets are never allowed in laundry rooms, dining room, activities areas, library, or common areas. Birds, reptiles and small animals not on a leash must be kept caged.
6. When walking the pet within the Community, Resident will carry a plastic bag to immediately clean up and dispose of all pet litter and will place it in designated trash bins. Cat litter must be bagged and tied before throwing in the garbage, and may **never** be disposed of in toilets. Staff is not expected to clean up after resident pets.
7. Resident will be responsible for any and all damages caused by the pet to the Apartment and/or the Community.
8. If such pet(s) attacks, bites, scratches, scares or in Operator's sole subjective discretion, poses a threat to the safety of the other Residents, staff or visitors, immediate expulsion of the pet will occur.
9. Pet owners are advised that other residents may be allergic to pets, and to respect the wishes of such residents.
10. Resident agrees that Operator, in its sole subjective discretion, may deny permission for the pet to continue to live with the Resident at any time. A reasonable amount of time, determined by Operator, will be given to relocate the pet off the Community premises.
11. Resident shall not be allowed to have more than two (2) pets unless Resident obtains the prior written consent of Operator, which consent Operator may withhold in its sole subjective discretion.

For temporary pet care in case of resident's inability to attend to daily care or in case of emergency:

Kennel:_____ Phone:_____

Veterinarian:_____ Phone:_____

By executing Pet Policy above, Resident agrees to the terms set forth herein.

_____ _____
Resident Signature Date

_____ _____
Resident's Authorized Representative (*if required*) Date

_____ _____
Resident's Legal Representative (*if required*) Date

_____ _____
Facility Staff Signature Date

EXHIBIT XX

SERVICE ANIMAL GUIDELINES

1. Resident agrees to keep the service animal in a guiding harness or on a leash at all times when outside the Apartment.
2. Resident must ensure that the service animal is well behaved at all times and will not allow the service animal to disturb neighboring Residents (this includes no jumping up on other Residents, staff, or visitors and no excessive noise).
3. When walking the service animal within the Community, Resident will carry a plastic bag to immediately clean up and dispose of all service animal litter and will place it in designated trash bins.
4, Resident will be responsible for any and all damages caused by the service animal to the Apartment and/or the Community, and will indemnify and hold harmless Operator from any and all claims relating to said service animal.
5. If such service animal attacks, bites, scratches, and scares or in Operator's sole subjective discretion, poses a threat to the safety of the other Residents, staff or visitors, the service animal must be kept in the Apartment until the situation is remedied.
6. Resident must provide proof that the service animal has had (i) an annual veterinary exam, including an internal and external parasite exam, vaccinations for common infectious diseases including rabies, is (ii) properly licensed according to local laws, and (iii) spayed or neutered. All required documentation must be kept in Resident's financial file.
7. If Resident requires a reasonable accommodation to the above guidelines, a written request must be made to the General Manager.

By executing Service Animal Guidelines above, Resident agrees to the terms set forth herein.

_____ _____
Resident Signature Date

_____ _____
Resident's Authorized Representative (*if required*) Date

_____ _____
Resident's Legal Representative (*if required*) Date

_____ _____
Facility Staff Signature Date

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between WRP RRH LLC d/b/a The Hamlet (the "Operator"), _____ (the "Resident" or "You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at The Hamlet located at 1471 Long Pond Road, Rochester, NY 14626.

II. Request for and Acceptance of Admission

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

III. Specialized Programs, Staff Qualifications and Environmental Modifications

- Specialized services to be provided in the Special Needs Residence include special daily activities to challenge residents with dementia. The program is supervised by the Administrator.

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

- Each one of our aides receives comprehensive training on effectively and respectfully meeting the special needs of persons with dementia. The training includes methods on successfully cuing residents to independently perform personal care tasks, coordinating care with the resident's family and wandering prevention.

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

IV. 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.

Dated:_____ _____
(Signature of Resident)

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

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

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

LEISURE CARE

Veteran's Status Inquiry

Resident Name: _____ Apt #: _____

In accordance with Public Health Law §2805-O, Social Services Law Title 2 of Article 7, and DAL #22-15, Assisted Living Residences are required to inquire about the veteran status of incoming residents and their spouse(s)[1], if applicable, to ensure that the Division of Veteran's Affairs has a means to verify that US Veterans are informed and aware of the benefits to which they may be eligible.

Have either you or your spouse served in the United States Military?

- ☐ **NO**, I have not served in the US Military.
- ☐ **YES**, I have served in the US Military.
- ☐ **NO**, a spouse has not served in the US Military.
- ☐ **YES,** a spouse served in the US Military.

- If you marked ***NO*** to both answers above, no additional information is necessary. Please sign and date the bottom of this page.
- If you marked ***YES***, please continue reviewing and completing this form.

New York State Division of Veterans' Services (NYSDVS)
2 Empire State Plaza | 17th Floor | Albany, NY 12223 | (518) 474-0402

Rochester Veterans Resource Center | New York State Division of Veterans' Services
447 South Avenue | Rochester, NY 14620 | (585) 546-1081

Monroe County Veterans' Service Agency
125 Westfall Road | Rochester, NY 14620 | (585) 753-6040 | mcveterans@monroecounty.gov
Accredited Representatives are available M-F, 8:00 am - 4:00 pm by phone or email.

☐ I am a veteran but ***do not consent*** to having my contact information submitted to the NYSDVS.

☐ A spouse is/was a veteran, but I am not authorized and/or ***do not consent*** to having their contact information submitted to the NYSDVS. Spouse's Name: _____

☐ I am a veteran and ***give this Assisted Living Residence permission*** to transmit my contact information via email to datasharing@veterans.ny.gov.

Name:_____

Mailing Address:_____

Email Address: _____Phone Number:_____

☐ A spouse is/was a veteran, and I am authorized and ***give this Assisted Living Residence permission*** to transmit my spouse's contact information via email to datasharing@veterans.ny.gov.

Name:_____

Mailing Address:_____

Email Address: _____Phone Number:_____

_____ _____
Resident's Signature Date

_____/_____ _____
Resident's Authorized Representative (Printed Name/Signature) if applicable Date

[1] If there are co-residents who have had other spouses, an additional form may be necessary.

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