Atria Riverdale (314)

ASSISTED LIVING RESIDENCE

RESIDENCY AGREEMENT

APPROVED
BY NYS Department of Health
2/3/17 (date)
(project manager)

Atria SENIOR LIVING

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2/3/17 (date)
(project manager)

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BY NYS Department of Health
2/3/17 (date)
(project manager)

ASSISTED LIVING RESIDENCE ADMISSION AGREEMENT SIGNATURE PAGE

Community: _____ ("We" or "Us")

Resident: «First_Name» «Last_Name» ("You")

Responsible Person(s): «ResponsiblePartyFirstName» «ResponsiblePartyLastName» ("Responsible Person(s)")

Effective Date: «LeaseSegmentStartDate» ("Effective Date")

Date of Occupancy: _____ ("Date of Occupancy")

Apartment Number: «RoomNumber»

Calculation of Basic Rate:

1.) Housing Accommodations & Basic Services: «Rent»

Levels of Care Services:

2.) Personal Care Level: «CareLevel»

Monthly Personal Care Fee: $

Medication Program Level: «MedLevel»

3.) Monthly Medication Program Fee: $

4.) Simple Nursing Tasks: $

Second Person Fee (If Applicable):

Second Person Monthly Fee: $

Second Person Personal Care Level:

5.) Second Person Monthly Personal Care Fee: $

Second Person Medication Program Level:

6.) Second Person Monthly Medication:

7.) Simple Nursing Tasks: $

Program Fee: $

Basic Rate for First Month:* $_____

Basic Monthly Rate for Second Month and thereafter subject to Adjustments pursuant to Section 3(f):* $_____

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*** PLEASE NOTE THAT A HIGHER RATE IS CHARGED DURING THE FIRST MONTH. THE HIGHER FIRST MONTH'S RATE IS REFUNDABLE DURING THE FIRST MONTH ON A PER DIEM BASIS PURSUANT TO SECTION 3(H) OF THIS AGREEMENT, AND IS NONREFUNDABLE AFTER THE FIRST MONTH. A LISTING OF RATES FOR ALL ROOM TYPES IS PROVIDED TO EACH PROSPECTIVE RESIDENT PRIOR TO SIGNING THIS AGREEMENT.**

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2/3/17 (date)
(project manager)

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AGREEMENT AUTHORIZATION

By signing below, you acknowledge that you have read this Residency Agreement, including the pages and the attachments that follow this signature page, understand and agree to abide by the terms and conditions therein and the obligations created by such documents, and acknowledge that you have received a duplicate copy of the Residency Agreement and all attachments referenced in the Residency Agreement.

_____ _____

Community Representative Date

_____

Title

_____ _____

Signature of Resident Date

_____

Printed Name of Resident

_____ _____

Signature of Resident's Representative, if any Date

_____

Printed Name of Resident's Representative, if any

_____ _____

Signature of Legal Representative, if any Date

_____

Printed Name of Legal Representative, if any

_____ _____

Signature of Responsible Person Date

_____

Printed Name of Responsible Person

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RESIDENCY AGREEMENT

THIS RESIDENCY AGREEMENT is made and entered into as of the date set forth on the Signature Page between **ATR New York LH, Inc. d/b/a ATRIA RIVERDALE** (the "Operator"), _____ _____[*Name of Resident*] (the "Resident" or "You"), the **RESIDENT'S REPRESENTATIVE**, if any, listed on the Signature Page ("Resident's Representative") and **RESIDENT'S LEGAL REPRESENTATIVE**, if any, listed on the Signature Page (the "Resident's Legal Representative").

RECITALS

A. The Operator is licensed by the New York State Department of Health (the "Department of Heath") to operate at 3718-3726 Henry Hudson Parkway, Riverdale, New York 10463 as an Assisted Living Residence ("ALR") known as Atria Riverdale (the "Community") and as an Enriched Housing Program. The Operator is also certified to operate at the Community an Enhanced Assisted Living Residence ("EALR") and Special Needs Assisted Living Residence ("SNALR").

B. You have requested to become a resident at the Community and the Operator has accepted your request.

AGREEMENTS

1. HOUSING ACCOMMODATIONS AND SERVICES. Beginning on the date set forth on the Signature Page, 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) *Apartment Room.* You may occupy and use the apartment identified on the Signature Page (the "Apartment"), subject to the terms of this Agreement.

(2) *Common Areas.* You will be provided with the opportunity to use the common area and other general purpose rooms at the Community such as lounges, craft rooms, library, private dining rooms and wellness center.

(3) *Furnishings and Appliances Provided By the Operator.* Attached as Exhibit 1, and made part of this Agreement, is an inventory of furnishings, appliances and other items supplied by the Operator in your Apartment when not supplied by the resident.

(4) *Furnishings/Appliances Provided by You.* Except for the items listed on Exhibit 1, you will provide all other items that you desire for the Apartment, subject to the limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.) pursuant to Department of Health rules and regulations and/or the House Rules incorporated into this Agreement as Exhibit 8.

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(b) Basic Services. The following services ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan. During your residency, Operator will provide as part of your Basic Rate:

(1) Three nutritionally well-balanced meals per day and between meals snacks and such modified diets that you may need, if ordered by Your physician and included in your Individualized Services Plan. The modified diets available include No Added Salt and No Concentrated Sweets.

(2) Programs 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 Community;

(3) Normal regular housekeeping services, provision of clean linen (pillow, pillowcase, blanket, bed sheets, bedspread), and clean towel and clean washcloth at least once a week and more often if needed, and laundering of your personal washable clothing at least once a week and more often as needed (Operator is not responsible for dry cleaning or lost or damaged clothing or other personal articles unless loss or damage is due to Operator's negligence or intentional acts);

(4) Appropriate staff on-site to provide supervision services in accordance with law, including 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;

(5) Appropriate staff to provide case management services in accordance with law, including identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

(6) Some assistance with bathing, grooming, dressing, toileting (*if applicable*), ambulation *(if applicable*), transferring *(if applicable*), feeding, medication acquisition, storage and disposal, assistance with self-administration of medication;

(7) Development of an Individualized Service Plan, including ongoing review and revision as necessary. This Individualized Service Plan will be reviewed and revised every six months and whenever ordered by Resident physician or as frequently as necessary to reflect the changing care needs of the Resident.

(c) Additional Care Services. Attached as Exhibit 5A, and made part of this Residency Agreement is a listing of additional care services and amenities as well as our charges for those services and amenities. Such exhibit states if services are provided by Operator or another provider. Operator reserves the right to adjust from time to time the types of additional care services and amenities and the charges for those services and amenities during your stay with the Community. Operator will notify you in writing of any change in the supplemental care services or the charges for those supplemental services at least 45 days prior to the effective date of those changes.

(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

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of each provider is set forth in Exhibit 3 of this Agreement. Such Exhibit will be updated as frequently as necessary.

2. DISCLOSURE STATEMENT. The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Exhibit 4, which is attached and made part of this Agreement.

3. FEES, BILLING AND RELATED MATTERS.

A. Basic Rate.

As set forth on the Signature Page, Your Basic Rate includes the charge for Housing Accommodations and Basic Services, plus additional care services. The charge for Housing Accommodations and Basic Services can be changed only upon 45-day notice.

With respect to the additional care services, Atria's level of care structure is a "Tiered" fee arrangement, in which the amount of the Basic Rate depends upon the types of services provided. The Tiered Fee within the Basic Rate for each resident will be determined by the level of care the Resident is assigned to based upon his or her needs, the types of services provided, the number of hours of care provided per week for some types of services and the fees for each "tier" of care, as set forth in detail in Exhibit 5A. The Tiered Fee within the Basic Rate will change immediately upon a change, either upward or downward, in the applicable level of care, upon consultation with the Resident's physician, to the extent necessary. The Basic Rate for the particular care level will include all services set forth in Exhibit 5A, which is attached and made part of this Agreement. Such exhibit also describes who will be providing care to residents, if other than the staff of the Operator. Residents may incur additional charges for supplemental services they elect to access (see Exhibit 5B).

Resident, Resident's Representative and Resident's Legal Representative *(add any other party to be charged under the Agreement)* agree that the Resident *(or other specified party)* will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Housing Accommodations, Basic Services and, if applicable, any charges associated with Additional Care Services described in Exhibit 5A of this Agreement (the "Basic Rate").

The Basic Rate as of the date of this Agreement is ($ _____ per month)
($---------- per day).

(a) Reassessments and Changes to the Basic Rate

The initial level of care for the Basic Services that the Operator will be providing the Resident has been determined by Operator based on its initial assessment of Resident's needs, in consultation with the Resident's physician. During the first 30 days of the Resident's stay at the Community, Operator will complete a reassessment to verify that it is providing Resident with the level of care appropriate for his or her needs. Thereafter, pursuant to state regulations, a complete reassessment will be performed no less often than every six months or as needed due to a change in condition, however, it is Atria's policy to perform such reassessments quarterly to ensure Residents are receiving the most appropriate care.

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(b) Change in Level of Care

If Operator in consultation with the resident's physician, to the extent necessary, determines that the level of care or services it is providing Resident is not appropriate for his or her needs, Operator will consult with the Resident and implement a change in the level of care or services provided, in accordance with the provisions set forth in subsection (f) below. Operator will also inform Resident's Representative and Resident's Legal Representative, if applicable, of the change and the Basic Rate will be adjusted accordingly.

(c) Supplemental or Additional 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 3(f)(2-6)). Any charges by the Operator, whether a part of the Basic Rate, Supplemental fee or Additional fee, shall be made only for services and supplies that are actually supplied to the Resident. Exhibit 5B contains the Operator's rate and fee schedules for additional and supplemental fees.

(d) Rate or Fee Schedule. Set forth on Exhibits 5A and 5B, and made part of this Agreement, is the Operator's rate or fee schedule, covering both the Basic Rate and any additional or supplemental fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

(e) Billing and Payment Terms.

(1) *Supplemental Service Fees*. If you have requested any of the Supplemental Services listed on Exhibit 5B to this Residency Agreement, you agree to pay the fees shown as associated with such services. Operator will bill you monthly in arrears for these services. If you are in default of any term or condition of this Residency Agreement, all charging privileges for Supplemental Services and supplies may be suspended at the option of the Operator. Upon suspension of charging privileges, the Resident will be required to pay at the time he or she purchases the supply or requests the service.

(2) *Late Charges*. Payment is due by the 1st of the month and will be delivered to the address or location specifically listed on your billing statement. All fees are due and payable within five days of the due date on the invoice. If you fail to pay our fees when due, Operator will assess you a late charge of one and one-half percent of the outstanding balance that is late for each month or portion of the month that your fees remain unpaid. If your check is not honored for payment, Operator will assess a bank service fee of $25 in addition to any late fees that are assessed. Notwithstanding the foregoing, the Resident or Responsible party, if any, shall have the right to contest that there has been a late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction or unless otherwise agreed to by the parties.

(3) *Items Not Included in the Basic Daily Rate*. You and the Responsible Resident's Representative and Resident's Legal Representative, if applicable, are responsible for (A) all medical expenses, including third party coverage for medical expenses; (B) medications; (C) all professional services or items of any kind ordered

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specifically for or by you or your Responsible Person; (D) clothing purchases; (E) clothing repairs; (F) dry cleaning; (G) personal hygiene items; (H) beauty parlor or barber shop services; (I) items purchased from our convenience store; (J) cultural events; (K) non-basic recreational supplies; (L) personal telephone service; and (M) internet service.

(4) *Fees are charged through Discharge Date.* You will be charged from the Effective Date through the date ("Discharge Date") that is earlier of (A) the date when all of your belongings and personal property are removed from the Apartment and from the Community or the (B) the date you are involuntarily transferred from the Community in accordance with Section 8.

(f) Adjustments to Basic Rate or Additional Care or Supplemental Fees.

(1) *Right to Written Notice of Rate Increases.* You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees of not fewer than 45 days prior to the effective date of the rate or fee increase, subject to the exceptions stated in Sections 3(f)(2), 3(f)(3), 3(f)(4), 3(f)(5) and 3(f)(6) below.

(2) *Changes in Rates due to Change in Level of Care.* 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 45 days written notice.

(3) *Changes in Rates due to Order of your Physician.* If the Operator provides additional care, services or supplies upon the express written order of your primary physician, the Operator may through an amendment of this Agreement increase the Basic Rate or an Additional or Supplementary fee upon less than 45 days written notice.

(4) *Changes in Rates due to Tier Placement.* The Operator uses Tiered Billing, as described in Section 3 of this Agreement. If you require additional care or services such that your placement in a higher tier is appropriate, or if Your need for care or services decreases such that You are appropriate for a lower tier, the Operator will consult with your physician, to the extent necessary, and may adjust your Tier placement and appropriate Basic Rate may be effective upon less than 45 days written notice.

(5) *Changes in Rates due to Emergency.* 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.

(6) *Changes in Occupancy.* If the Apartment is occupied by two persons and one surrenders the Apartment to the other, the remaining occupant's obligation under this Agreement will continue in full legal force and effect, and the Basic Rate will be adjusted to reflect the single occupancy rate then in effect for the Apartment.

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(g) Bed Reservation. The Operator agrees to reserve Your Apartment for You in the event of your absence at Your then current Basic Rate. Such Apartment will be held for You as long as You pay such Basic Rate. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section 7 of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with at least 30 days' prior notice. If You are absent from your Apartment for medical reasons for more than fourteen (14) consecutive days, You will receive a credit toward Your Basic Rate for all charges within Your Basic Rate other than Housing Accommodations & Basic Services. This credit will begin on the fifteenth (15^{th}) day of Your absence and will end when your medical condition allows You to return to the Community. You will be required to pay the Monthly Basic Rate less the above described credit until such time as the Agreement is terminated pursuant to Section 7 of this Agreement.

(h) Refund or 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 Community, the Operator must provide you, your Resident or Legal Representative or any person designated by you with a final written statement of Your payment accounts at the Community. The Operator must also return at the time of your discharge, but in no case more than three business days after you leave the Community any of your money or property that 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 where the Community is located to determine what should be done with property of your estate.

(i) 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 6 and is made part of this Agreement. Such listing shall include any agreements made by third parties for your benefit.

(j) 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 7.

(k) 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.

(l) Tipping. The Operator must not accept, nor allow Community's 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.

(m) Personal Allowance Accounts. As a private pay facility, the Operator will not offer to hold Personal Allowance Accounts for Residents.

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4. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE.

(a) Admission Limitations. 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.

(b) Initial Assessment. The Operator shall conduct an initial pre-admission assessment of a prospective Resident to determine whether or not the individual is appropriate for admission.

(c) Appropriate Initial Assessment. The Operator has conducted your pre-admission assessment and has determined that you are appropriate for admission to this Community, and that the Operator is able to meet your care needs within the scope of services authorized under the law and within the scope of services determined necessary for you under Your Individualized Services Plan.

(d) Enhanced Assisted Living Residence Addendum. If you are being admitted to a duly certified Enhanced Assisted Living Residence (EALR), the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.

(e) Special Needs Assisted Living Residence Addendum. If You are being admitted to a Special Needs Assisted Living Residence, the "Special Needs Assisted Living Residence Addendum" (SNALR) will apply.

(f) Change in Condition. If you are residing in an Assisted Living Residence without an EALR certification or without an available EALR bed 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 ALR. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section 7 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.

(g) Enhanced Assisted Living Care. At Atria Riverdale, Enhanced Assisted Living Care is provided to residents who desire to continue to age in place in an Assisted Living Residence and who: (a) are chronically chair fast 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 require the physical assistance of another person to climb or descend stairs; or require the simple nursing tasks set forth in the EALR Addendum. New residents to the Community may be admitted to the EALR directly if they require the simple nursing tasks set forth in the EALR Addendum. A person who chronically requires physical assistance with transfers, ambulation or to climb or descend stairs will not be admitted to the EALR directly from outside the Community. 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.

5. RULES OF THE COMMUNITY. You and Your Representative will observe and abide by the rules and policies set forth in the House Rules, a copy of which is attached to this Agreement as Exhibit 8. If Operator determines that you are not complying with the House Rules, it will ask you to discontinue the

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behavior that it believes violates the House Rules. By signing this Agreement, you acknowledge that you have received a copy of the House Rules and agree to abide by its terms.

6. RESPONSIBILITIES OF RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE; HEALTH CARE PROVIDER NOTIFICATION.

(a) Responsibilities of Resident, Resident's Representative And Resident's Legal Representative. You or your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:

(1) Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental 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 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; and

(7) Cooperating with the efforts of the Operator in obtaining on your behalf public benefits or other available supplemental public benefits that may be due to you.

(b) The Resident's Representative shall be responsible for the following: *(enter either "NONE" or the specific responsibilities below)*

_____

_____

(c) The Resident's Legal Representative shall be responsible for the following: *(enter either "NONE" or the specific responsibilities below)*

_____

_____

(d) Health Care Provider Notification. You authorize us to contact your Representative and, if applicable, your Legal Representative, health care providers, and the other persons designated by you to receive this information listed in your records (1) if we determine it is necessary to advise such designated

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persons of your situation, (2) to arrange for health care services and other assistance needed by you, or (3) if you have a life-threatening emergency you authorize us to contact an emergency rescue service in addition to your Representative, Legal Representative, your physician or other person designated by you. If such persons are unavailable, you authorize us to arrange for the services of other qualified alternate health care providers. In addition, in the event of your illness or injury, we will notify your physician, Representative, or next of kin, if known. During the term of this Agreement, you authorize us, for the purpose of arranging for health care services, to provide your Representative, Legal Representative and such other healthcare provider who may reasonably need such information with copies of your records, including advance directives, living will, and the names of persons empowered to make health care decisions.

7. TERMINATION AND DISCHARGE.

(a) Termination of this Agreement. This Residency Agreement and your residency in the Community may be terminated in any of the following ways:

(1) By mutual agreement between you and the Operator;

(2) Upon 30 days' prior notice from you or your Representative to the Operator of your intention to terminate the Agreement and leave the Community;

(3) Upon 30 days' prior written notice from the Operator to you, your Representative, your next of kin, the person designated by you 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 an involuntary termination may occur are:

(A) You require continual medical or nursing care which the Community is not permitted by law or regulation to provide;

(B) Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

(C) 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 for which you have agreed to pay under this Agreement, unless your failure to do so resulted from an interruption in your receipt of any public benefit to which you are entitled, in which case, no involuntary termination of this Agreement can take place unless the Operator, during the 30-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;

(D) You repeatedly behave in a manner that directly impairs your well-being, care or safety or that of any other Resident, or which substantially interferes with the orderly operation of the Community;

(E) The Operator has had its operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the Community;

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(project manager)

(F) 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 Community to other residences or is making other provisions for the Residents' continued safety and care.

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

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, the Operator must institute a special proceeding in court in order to terminate this Agreement. 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 this Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department of Health's regulations and this 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.

(c) Removal of Personal Property. You will remove your personal property from the Apartment on or prior to the termination date. If you fail to remove your personal property out of the Apartment on or before the termination date, Operator will continue to assess the Housing Accommodations and Basic Services, on a per diem basis, until you, your Representative, or your Legal Representative has removed your personal property. If you, your Representative, or your Legal Representative fail to remove your personal property as of the termination date or within 10 days after your death, we may elect to remove your personal property from the Apartment and place it in storage at your or your estate's expense. If you have no Representative or Legal Representative, the Operator will help you to arrange for the removal of your belongings.

(d) Discharge Policy. The Community's discharge policy and criteria are attached to this Agreement as Attachment A.

(e) Aging in Place. While the Community will make reasonable efforts to facilitate the resident's ability to age in place pursuant to an individualized service plan, there may be a point reached where the needs of a resident cannot be safely or appropriately met at the Community, requiring the transfer of the resident to a more appropriate facility in accordance with applicable law.

8. TRANSFER.

(a) Operator's Right to Require your Immediate Transfer. Notwithstanding the above, the Operator may seek appropriate evaluation and assistance and may arrange for your transfer to an appropriate and safe location, prior to termination of this Agreement and without 30 days' prior notice or court review, for the following reasons:

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

(2) Your behavior poses an imminent risk of death or serious physical injury to you or others; or

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(3) 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 Community to other residences or is making other provisions for the Community's residents' continued safety and care.

Similarly, the Operator may refuse to readmit you to the facility after a hospitalization or other absence from the facility if: (1) you have developed a communicable disease, medical or mental condition, or sustain an injury such that continual skilled or nursing services are required; or (2) your behavior poses an imminent risk of death or serious physical injury to you or others.

(b) Termination after Transfer. If you are transferred pursuant to Section 8, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section 7 of this Agreement, except that the Operator must hand deliver to you a written notice of termination at the location to which you have been transferred. 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 Section 8(a) above no longer exists, you are otherwise deemed appropriate for placement in the Community and if this Agreement is still in effect, you must be readmitted.

9. RESIDENT RIGHTS AND RESPONSIBILITIES. The Statement of Resident Rights and Responsibilities is attached to this Agreement as Exhibit 9, and made part of this Agreement. This Statement will also be posted in a readily visible common area in the Community. The Operator agrees to treat you in accordance with such Statement of Resident Rights and Responsibilities.

10. COMPLAINT RESOLUTION.

(a) Grievance Procedure. The Operator's procedures for receiving and responding to resident grievances, anonymous grievances and recommendations for change or improvement in the Community's operations and programs are attached as Exhibit 10 and made part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Community. The Operator agrees that the Residents of the Community 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.

11. MISCELLANEOUS PROVISIONS.

(a) Private Duty Personnel.

(1) *Freedom of Choice*. Although you have the freedom of choosing your personal care provider, please note that our employees are prohibited from working as a private duty nurse or companion while in our employ and for one year after being employed by Operator.

(2) *Notification of Executive Director*. Once you have employed a private duty nurse or companion you must provide the Executive Director with the name of the private duty nurse/companion, the nurse/companion's employer if any, and a background check reasonably satisfactory to Operator.

(3) *Financial Responsibility*. You, your Representative and Legal Representative agree to be financially responsible for any charges from private duty personnel.

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(project manager)

You, your Representative and Legal Representative understand that private duty personnel employed by you are NOT employees of Operator; they are NOT covered by Operator's liability or Workers' Compensation insurance, nor are they entitled to any Operator's benefits.

(4) *Compliance with Policies*. All private duty personnel hired by you must comply with all of our policies and procedures. If private duty personnel fail to comply, we will deny them access to our premises. Private Duty personnel must sign an acknowledgment of review, understanding and Agreement to comply with our policies and procedures prior to starting their employment with you.

(b) Entire Agreement. All Exhibits, attachments and other documents referenced in this Agreement are incorporated in this Agreement and constitute a part of it. This Agreement and all of the Exhibits, attachments and documents referenced in this Agreement constitute the entire agreement between you and Operator regarding your stay in the Community.

(c) Assignment. You may not assign or sublet any of your rights under this Agreement.

(d) Amendments and Modifications. 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.

(e) Waiver. Subject to applicable laws and regulations, delay or failure on the part of either party to bring any action or enforce any rights as against another party to this Agreement shall not be a waiver of Your or the Operator's rights. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

(f) Maintenance of Copies of this Agreement. The parties agree that this Agreement and related documents executed by the parties shall be maintained by the Operator in files of the Community from the date of execution until three years after this 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.

(g) Access. Although you have a right to your privacy in the Apartment, Operator may enter the Apartment upon reasonable notice and during reasonable hours to clean, inspect, repair, alter or conduct maintenance that we may determine necessary for the reasonable care of the Apartment. You agree to give the Operator access to the Apartment in order to carry out the intent of this Agreement, including performance of personal care and other services provided pursuant to the Resident's personal care plan, response to emergency situations, and entry by authorized personnel in the reasonable belief that the Resident's safety or safety of others is in question. Whenever feasible, Operator will give you reasonable notice before any of its representatives enter the Apartment. For your safety, you will not change or add any locks to any door or window of your Apartment.

(h) Insurance. You may purchase at your option insurance for any personal property that you may keep in the Apartment and for any liability insurance for you or your visitors.

(i) Ownership Rights. You have no ownership rights to or interest in the Apartment, Operator's personal property, the land, buildings and other improvements constituting the Community. This Agreement is not a lease nor does it confer on you any right of tenancy or ownership.

(j) Conservator or Guardian. If you become legally incompetent or are unable to care for yourself or your property properly and have failed to designate a person to serve as your guardian or

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conservator, you grant Operator the authority to apply on your behalf to a court for the appointment of a conservator or guardian.

(k) Severability. If a court holds any provision of this Residency Agreement or the application to any circumstance or person to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected.

(l) Including Defined. When used in the Agreement, the term "including" shall have the commonly accepted meaning associated with such word and any list of items that may follow such word shall not be deemed to represent a complete list of the contents of the referent of the subject.

(m) Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York. Except as otherwise expressly provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns to the extent permitted by law.

(n) Indemnification by You your Representative and Legal Representative. You, your Representative and Legal Representative, jointly and severally, agree to indemnify us against, and hold Operator harmless from, any damages, losses, liabilities, obligations, property damage, or other expenses of any type (including court costs and attorneys fees allowed by a court of competent jurisdiction) resulting from, arising out of, or related to, you, your Representative's and Legal Representative's negligent acts or omissions, the improper use or care by you or your Representative and Legal Representative of any of the Community's property or other residents' property, or any breach of any provision of this Agreement as found by a court of competent jurisdiction. You, and the Responsible Person, if any, agree to indemnification with the understanding that you and the Responsible Person, if any, retain any and all rights under law and equity to contest the imposition of any such costs and fees and to assert any claims they would have against the Operator for damages, losses, liabilities, obligations, property damages, or other expenses of any type (including court costs and attorney fees) as ordered by a court of competent jurisdiction resulting from, arising out of, or related to, the acts or omissions of the Operator or its employees, agents, or contractors.

(p) Section Headings. The section or paragraph headings are for convenience only and are not to be construed in any way as part of this Agreement.

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(Optional) **Personal Guarantee of Payment**
This guarantee is optional unless in accordance with 10 NYCRR 1001.8(f)(4)(xvii) the operator has reasonably determined, on a case by case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payment due under the residency agreement.

_____ personally guarantees payment of charges for Your Basic Rate.

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

_____
_____
_____

_____ (Date)

_____ Guarantor's Signature

_____ Guarantor's Name (Print)

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Atria SENIOR LIVING

EXHIBIT 1
FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Bed, Mattress and box spring (in good repair)

Chair

Table

Lamp

Lockable storage facilities for personal articles and medications

Dresser

Closet or Wardrobe

Telephone

In addition, when not supplied by the resident, the Operator will provide: dishes, glasses, utensils, household linens and household supplies and equipment..

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Atria SENIOR LIVING

EXHIBIT 2
FURNISHINGS/APPLIANCES PROVIDED BY YOU

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EXHIBIT 3
LICENSURE/CERTIFICATION STATUS OF PROVIDERS

None.

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Atria SENIOR LIVING

EXHIBIT 4
DISCLOSURE STATEMENT

ATR New York LH, Inc., d/b/a Atria Riverdale ("The Operator") as operator of Atria Riverdale ("The Community"), hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Commissioner of the New York State Department of Health has prepared an *Assisted Living Residence Consumer Information Guide* that explains the services and protection afforded by an assisted living residence. A copy of this Assisted Living Residence Consumer Disclosure Information Guide is attached as Attachment B.

2. The Operator is licensed by the New York State Department of Health to operate 3718-3726 Henry Hudson Parkway, Riverdale, New York 10463 as an Assisted Living Residence as well as an Enriched Housing Program. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Community and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of 55 persons.
b. Special Needs Assisted Living services for up to a maximum of 40 persons.

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

It is important to note that The Operator is currently approved to accommodate within the Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. Please note that the standards for admission to the EALR differs depending on whether you are currently a resident of the Community, or wish to be admitted directly to the EALR from outside the Community. Please see Section 4 of the Residency Agreement for a full description of such standards. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or 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 Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Community, it may be necessary for You to change your (room, unit, apartment) within the Residence.

3. The owner of the real property upon which the Community is located is Riverdale Development, LLC. The mailing address of such real property owner is: c/o Ventas, Inc.10350 Ormsby Park Place, Suite 300,

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2/3/17 (date)
(project manager)

Louisville, KY 40223. The following individual is authorized to accept personal service on behalf of such real property owner:

CT Corporation System, 111 Eighth Avenue, New York, New York 10011

4. The Operator of the Community is ATR New York LH, Inc. d/b/a Atria Riverdale. The mailing address of the Operator is: 4701 Cox Road #301, Glen Allen Virginia 23060. The following individual is authorized to accept personal service on behalf of the Operator:

CT Corporation System, 111 Eighth Avenue, New York, New York 10011

5. Neither the Community nor its Operator, ATR New York LH Inc. has any ownership interest in any entity that provides care, material, equipment, or other services to the residents.

6. No entity which provides care, material, equipment or other services to residents of the Community has any ownership interest in the Operator.

7. All residents have the right to receive services from any provider, regardless of whether this Community or its Operator has an arrangement with the provider. All residents have the right to choose his or her health care providers.

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, and 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 is 1-866-893-6772.

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. 516-466-9718 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov.

By signing this Consumer Disclosure Statement, you agree and understand the disclosures set forth and acknowledge receipt of all referenced attachments.

Prospective Resident/Resident	Date
Responsible Person(s)	Date

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(project manager)

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Responsible Person(s)	Date
Legal Representative	Date

- ☐ Power of Attorney
- ☐ Healthcare Power of Attorney
- ☐ Legal Guardianship
- ☐ Other Legal Authorization _____

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EXHIBIT 5A
SCHEDULE OF RATES FOR LEVELS OF CARE

Atria residents are routinely evaluated to ensure that the appropriate services are being provided.

Individualized Services Plans	*Rate*
Housing Accommodations & Basic Services	
Studio	Starts at $4,100
One Bedroom	Starts at $4,315
One Bedroom Deluxe	Starts at $4,700
Levels of Care[1]	
Personal Care Fee	
Basic Personal Care Level	$0
Personal Care Level 1	$475
Personal Care Level 2	$950
Personal Care Level 3	$1,425
Personal Care Level 4	$1,900
Personal Care Level 5	$2,375
Personal Care Level 6	$2,850
Personal Care Level 7	$3,170
Simple Nursing Tasks *	Additional $250
Medication Program	
Basic Medication Management Level (no medication passes)	$0
Medication Management Level 1	$425
Medication Management Level 2	$525
Medication Management Level 3	$625
Life Guidance Program (SNALR)	
Life Guidance Housing Accommodations & Basic Services[2]	Starts at $9,445
Life Guidance with all EALR services	Additional $3,430
Life Guidance with simple nursing tasks only	Additional $250

[1] Level of care rates are determined by the level of care the Resident is assigned based upon an assessment of his or her needs, in consultation with the resident's physician, to the extent necessary.

[2] All Life Guidance residents receive Personal Care Level 6 and Medication Management Level 3 included in their Housing Accommodations & Basic Services Rate.

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(project manager)

Please note: The standards for admission to the EALR differ depending on whether you are currently a resident of the Community, or wish to be admitted directly to the EALR from outside the Community. Please see Section 4(g) of this Residency Agreement for a full description of such standards.

* Simple Nursing Tasks may be added to any Personal Care Level, provided the resident is admitted to the EALR.

Description of Levels of Care

Basic Monthly Rate -- Your Basic Monthly Rate include charges for your Housing Accommodations & Basic Services and charges for Levels of Care, which include Personal Care Services, Medication Management and Simple Nursing Tasks.

Housing Accommodations & Basic Services
All residents receive Basic Services in addition to their Housing Accommodations. Basic Services include access to Atria's wellness program, personal case management, reminders (e.g., meals, showers, etc.), 24-hour monitoring which includes an emergency call system with 24-hour response, monthly weights, some assistance with recurring ADL tasks that do not require an adjustment to a care plan and/or require a specific task assignment, development of an Individualized Service Plan including ongoing review and revision as necessary, all utilities except telephone services and cable TV, three restaurant style meals each day, snacks, stimulating activities and social events, scheduled transportation, daily bed making, weekly housekeeping and laundry service, maintenance of the apartment, common areas and grounds, and supervision.

Personal Care Levels
If the comprehensive assessment indicates that you require services in excess of the Housing Accommodations & Basic Services, then You will be provided the services in the levels of care described below and You will be required to pay the associated fee as part of Your Basic Monthly Rate.

Basic Personal Care Level: All care and services set forth above
Personal Care Level 1: up to 3.5 additional hours of care per week
Personal Care Level 2: up to 7 additional hours of care per week
Personal Care Level 3: up to 10.5 additional hours of care per week
Personal Care Level 4: up to 14 additional hours of care per week
Personal Care Level 5: up to 17.5 additional hours of care per week
Personal Care Level 6: up to 21 additional hours of care per week
Personal Care Level 7 (EALR only): Personal Care Level 6 plus Mobility Assistance (which includes physical assistance with transfers, ambulation, climbing and descending stairs).

Simple Nursing Tasks: Simple Nursing Tasks may be added to any personal care level, provide the resident is admitted to the EALR, and includes assistance with the following task:

- Medication administration including eye drops and oral PRN medications that the resident is not able to request; and/or
- Routine skin care -- the application of creams and lotions.

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Medication Program Fee

The Medication Program Fee is derived by assigning the Resident to an appropriate Medication Program Level, as determined by the Resident's participation in a comprehensive assessment performed by a representative of the Community prior to move-in and periodically throughout the resident's stay. The following Medication Program Levels include consultation with the resident's personal Physician, liaison with pharmacy and Pharmacist, ordering/reordering and scheduling delivery, scheduled Nurse Reviews by the Licensed Nurse, assistance with administering medications according to physician's orders and medication recordkeeping. If the assessment indicates that you require medication services, then you will be placed in one of the Medication Program Levels and you will be required to pay the associated fee as follows:

Basic Medication Management Level: All assistance set forth above with no medication passes.
Medication Management Level 1: Up to two medication passes per day.
Medication Management Level 2: Three or more medication passes per day OR assistance with special medications.
Medication Management Level 3: Three or more medication passes per day AND assistance with special medications.

Life Guidance

Life Guidance includes all Personal Care Level 6 services and Medication Management Level 3 in a secure, structured dementia program.

Life Guidance with EALR services

Life Guidance residents who required EALR may select to receive all EALR services or only simple nursing tasks as described above.

All rates are charged on a monthly basis. Rates are subject to change with required notification to the Resident, as applicable.

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EXHIBIT 5B
SCHEDULE OF RATES AND SUPPLEMENTAL ADDITIONAL SERVICES, SUPPLIES OR AMENITIES*

Supplemental Additional Services, Supplies or Amenities. The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges:

Item	Additional Charge	Provided By
Food Service:		
Guest Meals	Grille Meals: $15 Dining Room Meals: Breakfast: $5 Lunch: $10 Dinner: $15	Atria
Guest Meals (Companions): If you have a paid private companion that lives with you, a Guest Meal Package is available that includes one meal per day.	$250 per month	Atria
Non-Illness Related Tray Service: A fee will be charged for non-illness related tray service.	$10 per tray	Atria
Catering and Special Events	Varies	Atria
Wellness:		
Pendant Replacement (Optional)	$150	Atria
Companion Fee (for live-in help): If you have a paid private companion that lives with you, a "companion fee" will be charged for this individual's use of the Community (including normal wear and tear due to occupying the building)	$1,200 per month	
Housekeeping & Maintenance:		
Carpet Cleaning: Spot Only (beyond normal maintenance)	$50	Atria
Carpet Cleaning: Additional Shampooing (beyond normal maintenance)	$75	Atria
Internal Move/Transfer to Another Apartment Fee: If a resident elects to move to another apartment, an internal move fee will be charged. No fee is charged if the move is required.	$2,000	Atria
Key Replacement	$10	Atria
Pet Fee (per resident). If at the end of your stay, there is no damage to your apartment or the building, this fee will be refunded to you.	$500 one- time fee	Atria
Utilities:		
Local & Long Distance Telephone Service	Varies per plan chosen	Arranged by Resident with provider(s)
Cable T.V.	Varies per plan chosen	Arranged by Resident with provider
Miscellaneous:		
Guest Suite (one occupant) Guest Suite (two occupants)	$220 per night $260 per night	Atria
Salon and Spa	Various prices; see posting in salon	Beautician

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

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2/3/17 (date)
(project manager)

Atria SENIOR LIVING

EXHIBIT 6
TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

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2/3/17 (date)
(project manager)

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EXHIBIT 7
PROPERTY OR ITEMS HELD BY OPERATOR FOR RESIDENT

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2/3/17 (date)
(project manager)

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EXHIBIT 8
HOUSE RULES

Alcohol

Residents may choose to drink alcoholic beverages in their apartments provided that their conduct does not disturb other residents or pose a health and safety risk to themselves or others. Residents must have a physician's note stating that they are allowed to consume alcohol. The Community may, from time to time, offer alcoholic beverages at special functions. To ensure the safety and well being of our residents and employees, the abuse of alcohol will not be tolerated.

Apartment Alterations/Redecoration

If you wish to redecorate your apartment or to alter it in any way, you must obtain prior approval from your Executive Director. Any costs associated with the alterations will be at your personal expense and any such alterations must remain should you vacate the apartment. In some instances, you may be responsible for the costs associated with returning the apartment to the original move in condition.

Apartment Keys

An apartment key will be issued to you upon move in and must not be duplicated. Additional keys can be provided for a nominal fee. Upon vacating your apartment, all keys must be returned to the Front Desk once all of your belongings have been removed.

Apartment Transfers

If you wish to transfer from your present apartment to another apartment you will be responsible for notifying the appropriate outside organizations of your move, such as the telephone company, cable company and post office. Residents who wish to move to another apartment following the initial move-in will incur a transfer fee outlined in the attached (Exhibit 5B) Schedule of Rates and Supplemental Additional Services, Supplies or Amenities. The transfer fee is charged to cover the costs typically associated with your move (e.g., physical move of your personal items, repainting of the apartment, etc.). Please note that apartment transfer fees will not be charged if the apartment transfer is required (e.g., to provide a higher level of care).

Carpet Cleaning

In order to maintain the life of your carpet, we schedule carpet cleanings as appropriate. To prevent staining, spots or spills should be reported to housekeeping at your earliest convenience.

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(project manager)

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Dress & Attire

Residents and guests are requested to dress appropriately when walking about the building and in the common areas of the Community. If you have any questions about appropriate attire, see your Executive Director.

Electric Appliances, Extension Cords/Multi-Plugs and Chlorine Bleach and Extension Cords

Residents are not permitted to use electric appliances. If a resident needs an extension cord for some reason, they should contact their Executive Director. Multi-plugs attached to receptacles are not permitted. Residents should also not bring in chlorinated bleach products. If you have particular laundry needs please contact your Executive Director.

Employee Access to Your Apartment

For housekeeping, maintenance and most importantly, for response to emergency situations, select members of Atria management and staff will retain a passkey to allow them access to all apartments. In order to ensure that appropriate personnel have access to your apartment, and to ensure your safety, the installation of additional locks, including bolts and chains, is not permitted. Please be advised that the state licensing agency regulators have the right to enter your apartment should they request to do so during an on-site visit.

Emergency Call System

Your apartment is equipped with an emergency call system, which is functional 24 hours a day, seven days a week. In addition, at the time of admission, each resident will receive a pendant to wear that is part of the emergency call system which may be worn at his/her option. The pendant will be provided at no additional charge. When the call system is activated, a member of our Resident Care team will promptly report to your apartment upon receiving the call for emergency assistance.

The emergency call system should only be used in case of true emergencies and not for routine services such as room tray pick up or escorting to and from meals and activities. If the emergency pendant is lost, you may, at your option, replace it for a charge as set forth in the attached Schedule of Supplemental fees.

Extended Leaves & Vacations

Please notify the Front Desk if you are planning to be away overnight and inform us of your expected date of return, so we know when to expect you. Please also provide us with a telephone number where you can be reached while you are away, in case of emergency.

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Atria
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Firearms & Weapons/Flammables & Explosives

Atria strictly prohibits the use, threat of use or storage of any firearms or weapons on the premises or in resident Apartments. Explosives and highly flammable materials such as kerosene, gasoline or paint stripper may not be brought into the Community, except under the direct supervision of Management.

Grievances

Atria sees residents and family concerns as an opportunity to improve service to all of our residents. Should you wish to express a grievance at any time during your stay, you are encouraged to submit a complaint in writing to the Executive Director. The Executive Director will conduct an investigation of your grievance and will respond within 21 days of receipt of the grievance.

For the purpose of allowing residents to submit a confidential grievance or suggestion, Atria has placed a confidential locked box in the Front Lobby. Confidential grievances or suggestions received in this manner will be responded to by the facility's Executive Director or designee during the next scheduled Resident Council meeting.

At any time, the Resident may also contact the Resident Council, the New York State Department of Health or Long Term Care Ombudsman Program to obtain assistance.

Residents may submit grievances to The New York State Department of Health by calling its toll free hotline at 1-866-893-6772 or writing to The New York State Department of Health offices at the following addresses:

New York State Department of Health – Central Office
New York State Department of Health
875 Central Avenue
Albany, NY 12206

Metropolitan Regional Office
New York State Department of Health
90 Church Street, 15th Floor
New York, NY 10007

Residents may contact the New York State Long Term Care Ombudsman Program (NYSLTCOP) at 1-800-342-9871 to request an Ombudsman to advocate for the Resident. For more information visit the NYSLTCOP website at www.ltcombudsman.ny.gov

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SD (project manager)

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Guest Accommodations

Overnight guests are welcome to stay in your Apartment on a short-term basis, provided that you have notified the Executive Director and have obtained prior approval.

Guest Meals

We encourage you to invite family and friends to dine with you and will be happy to accommodate them whenever possible. Prior to dining, guest meals can be paid for at the Front Desk or if you would prefer, charges can be conveniently added to your monthly bill.

Guest / Visitor Log

Visitors are welcome in the community at any time. We ask that they become accustomed with signing in at the Front Desk upon their arrival and with signing out upon leaving the Community. This Guest Log helps ensure the safety of our residents and keeps management and staff aware of who is in the building in case of an emergency or natural disaster.

Heating & Air Conditioning

In an effort to conserve energy and maximize efficiency, please do not operate the heating and air conditioning unit in your apartment with the windows open.

Laundry Services

At Atria, you have choices when it comes to laundry service. Washers and dryers are available for resident use, or, if desired, we can provide personal laundry service. Personal laundry service provided by Atria includes weekly linen change (pillow, pillowcase, blanket, bed sheets, bedspread) or as often as needed, weekly towel and washcloth changes or as often as needed, and weekly laundering of your personal washable clothing or as often as needed. Please note, Atria is not responsible for dry cleaning or lost or damaged clothing or other personal articles unless loss or damage is due to Atria's negligence or intentional acts.

Noise

Our residents desire a calm, peaceful and leisurely living environment. To ensure that this environment is maintained, we request that all residents monitor the volume of their televisions and radios and maintain an appropriate noise level in common areas.

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2/3/17 (date)
(project manager)

Atria SENIOR LIVING

Parking

Parking spaces are limited at Atria Riverdale. Please contact the Executive Director for more information.

Payment of Monthly Rates

Monthly statements for services provided pursuant to the residency agreement will be mailed out between the 20th and 25th of every month. Payment is due by the 1st of the month. A late fee will be assessed if payment is not received by the date set forth in your Residency Agreement. A fee will be charged for any NSF (non-sufficient) checks received. You have the right to contest any charges.

For your convenience, we offer an automatic payment plan, which allows payment of monthly charges to be automatically withdrawn from your bank account. A receipt will be provided for all automatic payments. For further information regarding the automatic payment plan, see your Community Business Director.

Pets

Pets are permitted at Atria Riverdale. Any resident bringing a pet to the community will be asked to prepay the required fee for pets. This fee is charged to cover the cost of any necessary repairs due to damage that may be caused by the pet. If, at the end of your stay, there is no damage to your apartment or the building, this fee will be refunded to you. However, you have the right to contest any fees assessed for damages.

Physician Communication

In order to promote your well being, functional independence and quality of life, we will work closely with all other service representatives that are directly involved in your care.

For this reason, you must provide us with the name, address and telephone number of your local Primary Care Physician upon moving in to Atria so we can contact them when necessary.

Private Pay Nurses & Companions

We realize that there will be times when our residents may need or benefit from outside intervention with the use of a private pay nurse or companion. Privately employed nurses or companions, contracted by the resident and/or responsible party, must abide by the rules established by Atria. Please be advised that Atria employees cannot be hired as private duty personnel while in our employment and for one year after being employed by Atria.

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BY NYS Department of Health
2/3/17 (date)
(project manager)

Atria SENIOR LIVING

Renter's Insurance

We share your concern for your valuable personal property and strongly suggest that you consider renter's insurance to protect you from potential losses.

Resident In & Out Log

For security reasons and to avoid unnecessary worry regarding your location, we ask that you please become accustomed to signing out in the Resident Log Book at the Front Desk when leaving the Community and with signing back in upon your return.

For your added security, the front doors are locked at 10:00 p.m. and will reopen at dawn. A security guard will be present during such timeframe to allow resident entry to the facility. Please see your Executive Director for details regarding specific hours that the doors remain locked and for additional details regarding entry into the Community during that timeframe. We ask that you help us to keep the building safe by not opening the door for strangers or for people that you do not immediately recognize.

Respect for Others

Residents, their guests and family members, must display respect for others in the Community. Neither verbal, nor physically abusive behavior towards residents, employees, visitors and/or anyone who is present in the Community will be tolerated.

Smoking

Smoking is not permitted within your Apartment and we encourage you to please advise your guests to be respectful of this policy as well. To ensure the safety of our residents and staff, we cannot and will not tolerate deviation from this policy. Atria will allow smoking only in designated exterior areas as permitted by applicable state or local laws, including state licensing requirements.

Solicitors

For your protection and privacy, door-to-door soliciting is not permitted at the Community without prior written consent from the Executive Director. Please notify the Front Desk immediately if you are bothered by solicitors or see them within the Community.

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2/3/17 (date)
(project manager)

Tipping and Gratuities

This is your home and we welcome the opportunity to serve you. In order to ensure that all residents receive the same high quality service, Atria employees are not permitted to accept tips or gratuities from residents, their guests, family members, legal guardians or anyone working on behalf of a resident. Acceptance of such incentives could cause an employee to lose his or her job, making for an unnecessarily difficult and uncomfortable situation for everyone involved.

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BY NYS Department of Health
2/3/17 (date)
(project manager)

Atria SENIOR LIVING

EXHIBIT 9
RESIDENT RIGHTS AND RESPONSIBILITIES

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 Community 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 Community 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 community 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;

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(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 any assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the Operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the Operator's enhanced and/or special needs assisted living programs.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

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Atria SENIOR LIVING

EXHIBIT 10
OPERATORS PROCEDURE FOR RESIDENT GRIEVANCES AND RECOMMENDATIONS

1. All residents will be informed of the grievance procedure upon admission. If possible, a complaint should be in writing, on a Customer Service/Grievance/Complaint Form and should contain the name, address and phone number of the person filing it and should briefly describe the complaint. Residents also have the right to file an anonymous grievance in the drop box which will be located in a readily visible common area of the Community. The Community will respond to anonymous grievances through the resident council. Verbal grievances may also be made at any time to the Executive Director.

2. Upon receipt of the Customer Service/Grievance/Complaint the Executive Director shall conduct an investigation using a Customer Service/Grievance/Concern Investigation Form.

3. The Executive Director shall respond utilizing the Customer Service/Grievance/Complaint Response Form, within 21 days of receipt of grievance.

4. If the complaint is still unresolved, the complainant may request, in writing, that the Executive Director submit the complaint through the current chain of command. If the complaint remains unresolved, the complainant shall be advised in writing of the right to file the complaint with the appropriate local, state, and federal authorities.

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ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Atria Riverdale (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. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Atria Riverdale located at 3718-3726 Henry Hudson Parkway, Riverdale, New York 10463

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.

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III. Request for and Acceptance of Admission

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

IV. Specialized Programs. Staff Qualifications and Environmental Modifications

- New residents to the Community may be admitted directly if they need the following simple nursing tasks at the time of admission: (1) medication administration including eye drops and oral PRN medications that the resident is not able to request; and/or (2) routine skin care including the application of creams and lotions, but excluding wound care and dressing changes. A person who chronically requires physical assistance with transfers, ambulation, or to climb and descend stairs will not be admitted to the Enhanced Assisted Living Residence directly from outside the Community.
- In addition to the needs described in sections (1) and (2) above, existing residents who desire to continue to age in place in the Community may also be retained in the Community if they require physical assistance with mobility (transfers, ambulation, and climbing and descending stairs). If the Resident needs additional nursing services that the Operator's employees cannot deliver , and the Resident Services Director determines that the services can be safely and appropriately delivered at the Community by an outside agency, the Resident would be required to hire a home care agency to deliver the services in order to remain at the Community. The cost of services delivered by a privately hired home care agency will be the sole responsibility of the Resident, and is set by the agency. If it is determined that neither the Operator's employee nor a home care agency can deliver the required services, or the Resident elects not to hire such staff, the Community will assist the Resident in moving to a new facility that can accommodate the Resident's needs.

- Staffing levels will be maintained in compliance with all applicable laws and regulations. At full capacity, there will be no less than four personal care aides to provide supervision and meet the needs of residents at all times, but during the first shift there are seven full time care staff plus a number of administrative and managerial staff to serve our residents. There is no reduction in staff

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when at less than full capacity. A full time RN is on site 40 hours per week to assess the needs of residents and deliver simple nursing services as described above (the RN is also on call 24/7). There are more than 125 staff hours committed to planning and conducting meaningful activities to keep residents active in the Community.

- Each one of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility impairments and, for our licensed staff, delivering simple nursing services.
- Enhanced Assisted Living Residents reside throughout the Community. The entire Community 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 Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Community. 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 Community, 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

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and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the Community.

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.

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)

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BY NYS Department of Health
2/3/17 (date)
(project manager)

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Atria Riverdale (the "Operator"), _____, (the "Resident" or "You"), _____(the "Resident's Representative"), _____, (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 Atria Riverdale located at 3718-3726 Henry Hudson Parkway, Riverdale, New York 10463.

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 dementia residents. The program is supervised by a RN and a Life Guidance Program Director.

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(project manager)

- The Special Needs Assisted Living Residents have access to a 24/7 on call RN. Nurses and Home Health Aides are on site daily to assess resident needs. The SNALR will be staffed with at least four staff dedicated to serve the residents at all times. Additionally, all Community staff are available to attend to the needs of SNALR residents.
- Each one of our personal care aides, home health aides, and nurses receive 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 Community 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)

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BY NYS Department of Health
2/3/17 (date)
(project manager)

Atria SENIOR LIVING

ATTACHMENT A

DISCHARGE POLICY

Notice of Termination. If the Operator decides to terminate the Residency Agreement for any of the reasons permitted in the residency agreement, the Operator will give you notice of a termination and discharge date, which must be at least 30 days after delivery of the notice, and will include the reason for termination, a statement of your right to object and a list of free legal advocacy resources approved by the State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, the Operator must institute a special proceeding in court in order to terminate this Agreement. 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 this Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department of Health's regulations and this 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.

Removal of Personal Property. You will remove your personal property from the Apartment on or prior to the termination date. If you fail to remove your personal property out of the Apartment on or before the termination date, Operator will continue to assess the Housing Accommodations & Basic Services, on a per diem basis, until you, your Representative, or your Legal Representative has removed your personal property. If you have no Representative or Legal Representative, the Operator will help you to arrange for the removal of your belongings.

If you, your Representative or your Legal Representative fail to remove your personal property as of the termination date or within 10 days after your death, we may elect to remove your personal property from the Apartment and place it in storage at your or your estate's expense.

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2/3/17 (date)
(project manager)

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ATTACHMENT B

CONSUMER INFORMATION GUIDE

4820-0529-0299, v. 1-9578-8560, v. 3-8169-2942, v. 3-

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