

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE  
ADDENDUM TO  
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Atria Kew Gardens (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 Kew Gardens located at 117-01 84<sup>th</sup> Avenue, Kew Gardens, New York 11418.

**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.

- 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 two staff dedicated to serve only the (up to 21) 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)

**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 Rent pursuant to the attached Apartment Lease 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.