Atria East Northport

ASSISTED LIVING RESIDENCE

RESIDENCY AGREEMENT

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TABLE OF EXHIBITS AND ATTACHMENTS

ASSISTED LIVING RESIDENCE RESIDENCY 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”)
Room Number:	«RoomNumber»	

Calculation of Basic Rate:

1.) Housing Accommodations & Basic Services:	$«Rent»
Levels of Care Services:	
2.) Personal Care Level:	«CareLevel»
3.) Monthly Personal Care Fee:	$

5.) Simple Nursing Tasks, if applicable $_____

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

* 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.

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 _____ Date _____

Printed Name of Resident's Representative _____

Signature of Legal Representative, if any _____ Date _____

Printed Name of Legal Representative, if any _____

Signature of Responsible Person _____ Date _____

Printed Name of Responsible Person _____

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 East Northport** (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 10 Cheshire Place, East Northport, New York 11731 as an Assisted Living Residence ("ALR") known as Atria East Northport (the "Community") and as an Adult Home. 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) *Room*. You may occupy and use the room identified on the Signature Page (the " Room"), 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, game room, library, private dining rooms and wellness center, for at least ten (10) hours per day between 9am and 8pm for scheduled group activities or unscheduled group or individual recreation. Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

(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 Room.

(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 Room, 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.

(5) *Room Substitution.* In limited circumstances, we may need to relocate you from your Room identified above ("Original Apartment") to another room ("Substitute room"), such as: i) to comply with any applicable law or any order of any court or government agency; ii) to renovate any portion of the building; or iii) to address an ongoing safety or health issue. If we must relocate you to another room, we will make every reasonable effort to provide you with advance notice and a reasonably comparable room. If you agree to relocated to another room, no increase will be made to your rate for Housing Accommodations and Basic Services (the "Monthly Rental Rate"), and we will cover the costs associated with your relocation. Should your Original Room become available following your relocation, we will offer you the choice of remaining in the Substitute Room or returning to your Original Room. If upon this choice, you decide to remain in the Substitute Room and that Substitute Room has a higher or lower Monthly Rental Rate than your Original Room, you will be responsible for payment of the new Monthly Rental Rate.

A request by you for a room substitution may be granted at our discretion. If you move to a room that has a higher or lower Monthly Rental Rate than your Room identified above, you will be responsible for payment of the new Monthly Rental Rate. Further, if any apartment substitution is granted at your request, you will be responsible for all costs associated with your relocation.

(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-meal 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 therapeutic, No Added Salt and No Concentrated Sweets. Food and Drink are available to You 24 hours per day, seven days per week through the community dining service and/or room delivery service.

(2) Organized and diverse 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) Weekly general 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 evaluation of your needs and interests, information and referral, and coordination with available resources to best address your identified needs and interests.

(6) Personal care services available to all ALR residents will include up to three and three-quarter (3.75) hours per week direction and some assistance with grooming, dressing, bathing, toileting, , mobility assistance, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit 5A of this Agreement's rate or fee schedule.

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

(c) Additional Care Services. Attached as Exhibit 5B, 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 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. Assisted Living Residences are permitted to charge for services on a flat fee basis, where all Basic Services in Section 1b. are included in a single fee, or a tiered fee basis, where charges for Basic Services in Section 1b are determined by the type of services provided or the number of hours of care provided. This is referred to as the "Basic Rate". This community/residence operates with ***a tiered fee*** Basic Rate.

As set forth on the Signature Page, Your Basic Rate includes the charge for Housing Accommodations and Basic Services, including a minimum of 3.75 hours of personal care per week, and additional care services, if applicable. The charge for Housing Accommodations and Basic Services can be changed only upon 45-day notice.

Tiered Fees

Atria's level of personal care structure is a "Tiered" fee arrangement, in which the amount of the Basic Rate depends upon the types of services provided, the number of hours of care provided per week for some types of services and the fees for each "tier" of care, and are set forth in Exhibit 5A and made a part of this agreement. If any care services are being provided by the Operator, the tiered fee will describe who will be providing care to the resident, if other than staff of the Operator.. 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.

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 included on the Signature Page at the beginning of the Agreement.

(a) Reassessments and Changes to the Basic Rate. The resident assessment described in this Agreement, including those conducted at the time of admission and thereafter during a resident's stay, are considered by us in determining and monitoring safety. 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. 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 (e) 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.

Supplemental or Additional Fees. The Residency Agreement includes a description of supplemental and additional fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees or charges. See Exhibit 5B.

(b) 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.

(c) 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.

(d) 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 may be delivered to the attention of the Executive Director at the front desk or by any other method specified on your invoice. If the payment is not received in five days of the due date a late charge of one and one-half percent (1.5%) 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 Your Resident 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 specifically for or by you or your Resident Representative and Resident Legal Representative; (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 of this Agreement until your discharge ("Discharge Date") (A) the date when all of your belongings and personal property are removed from the Room and from the Community or the (B) the date you are involuntarily transferred from the Community in accordance with Section 8. *Items will be disposed of if You do not* pick them up after three days or make alternate arrangements to retrieve them acceptable to the Operator.

(5) In the event the Resident, Resident Representative or Resident Legal Representative is no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, the Community will follow the termination provision set forth in section 7 of this Agreement.

(e) 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*. 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. If you, your Resident's Representative, or your 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 forty-five (45) days written notice.

(4) *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.

(5) *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.

(f) Bed Reservation. The Operator agrees to reserve your Room for you in the event of your absence at your then current Basic Rate. Such Room will be held for you as long as you pay such Basic Rate. The total of the daily rate for a one-month period may not exceed the established monthly 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 Room for medical reasons for more than fourteen (14) consecutive days, You will receive a credit toward Your Basic Rate. 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.

(g) 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 and personal allowances at the Community, a check for the outstanding balance of any advanced payment on the basis of a proration, if any, and any property or things of value held in trust or custody by the operator under Section 3Ai of this agreement. The Operator must also return at the time of your discharge, but in no case more than three business days after Your discharge by forwarding such funds to You. The Operator shall contact you to retrieve any

property or items of value that come into the possession of the Operator after Your discharge or transfer and allow You at least three (3) days to pick up such items. 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.

(h) 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 following admission and during Your residency, and the Operator has agreed to accept such transfer, , the Operator must enumerate the items given or promised to be given and attached to this Agreement a listing of the items given or 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.

(i) 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.

(j) 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.

(k) 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.

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

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. An operator is prohibited from denying admission or retention on the basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.

(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 (SNALR), the "Special Needs Assisted Living Residence Addendum" will apply.

(f) Change in Condition. If you are residing in an Assisted Living Residence and your care needs subsequently change in the future to the point that you require either Enhanced Assisted Living Care or 24-hour skilled nursing care, you will no longer be appropriate for residency in this Basic Residence 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.

Enhanced Assisted Living Care. At Atria East Northport, Enhanced Assisted Living Care is provided to residents who desire to continue to age in place in an Assisted Living Residence and who: (a) chronically require the physical assistance of another person in order to walk; (b) chronically require the physical assistance of another person to climb or descend stairs; or (c) (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (d) require the following Simple Nursing Tasks: ((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 medicated creams and lotions, but excluding wound care and dressing changes; Residents who require mobility assistance outlined in (a)-(b) will not be eligible to remain in the Community if they either require an amount of hours beyond the maximum provided by the Community or require one-on-one assistance. 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.

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 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 behavior that it believes violates the House Rules. By signing this Residency 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 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, Resident Representative, Resident Legal 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, your Resident Representative, or Resident Legal 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;

(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 New York State Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If you challenge the termination, the Operator 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 Discharge Date. If you fail to remove your personal property out of the Apartment on or before the termination date or within 3 days after, Operator will continue to assess the Housing Accommodations and Basic Services portion of the Basic Rate, on a per diem basis, until you, your Representative, or your Legal Representative removes your personal property. If you have no Resident Representative or Legal Representative, the Operator will help you to arrange for the removal of your belongings.

(d) 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 thirty (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

(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.

(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. 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. If you employ a private duty aide, the aide must be listed on the New York State Home Care

Worker Registry and be actively employed by a LHCSA or CHHA that has an arrangement with the resident to provide services. Before the private duty aide will be allowed to provide service to the resident, the Community must review with the resident, and the private duty aide, the Private Pay Home Care Services Addendum included and attached to this agreement as Exhibit 14. The resident and private duty aide must sign the Private Pay Home Care Services Addendum to acknowledge its understanding of the conditions for use of a private duty aide.

(3) *Financial Responsibility*. You, Your Representative and Legal Representative agree to be financially responsible for any charges from private duty personnel. 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 (3) 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 Room, 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 Room. You agree to give the Operator access to the Room 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 Room For your safety, you will not change or add any locks to any door or window of your Room.

(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 Room, 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 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, Your, 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.

(o) Non-Discrimination. All residents, potential residents, and/or guests shall be treated fairly, equally, and with dignity and reasonable accommodations shall be provided no matter the individual's race, color, national origin, religion, sex, disability, sexual orientation, and/or gender pursuant to the Fair Housing Act, Americans with Disabilities Act, and all other applicable state and federal statutes and regulations. Individuals requiring reasonable accommodations shall speak with the Executive Director.

(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.

(Optional) **Personal Guarantee of Payment**

Personal Guarantee of Payment Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless 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 payments due under this 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)

EXHIBIT 1
FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

- A standard single bed, clean comfortable mattress standard in size for the bed and box spring maintained in good condition
- Chair
- Table
- Lamp
- Lockable storage facilities for personal articles and medications, which cannot be removed at will
- Individual dresser
- Closet or Wardrobe for the storage of resident's clothing
- A hinged entry door
- Two sheets; pillow case; at least one blanket; a bedspread, towels and washcloths, soap and toilet tissue.
- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy
- The resident may choose to use their own furnishings.

EXHIBIT 2
FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents are not permitted to use electric appliances or multi-plugs attached to receptacles are not permitted.

EXHIBIT 3
LICENSURE/CERTIFICATION STATUS OF OPERATOR

NONE

EXHIBIT 4
DISCLOSURE STATEMENT

ATR New York LH, Inc. ("The Operator") as operator of Atria East Northport ("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 A.

2. The Operator is licensed by the New York State Department of Health to operate 10 Cheshire Place, East Northport, New York 11731 as an Assisted Living Residence as well as an Adult Home. 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 60 persons.
b. Special Needs Assisted Living services for up to a maximum of 50 persons.

The Operator will post prominently in the Community, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living 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 Larkfield Gardens Associates, L.P. The mailing address of such real property owner is c/o Ventas, Inc., 10350 Ormsby Park Place, Suite 300, Louisville, Kentucky 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 East Northport. The mailing address of the Operator is c/o 4701 Cox Road, 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 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 1-855-582-6769 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
Legal Representative	Date

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

EXHIBIT 5A
SCHEDULE OF RATES FOR LEVELS OF CARE

Atria residents are evaluated upon admission and upon a change of condition, or at least every six months to ensure that the appropriate services are being provided.
A description of the services associated with each rate follows this rate schedule.

Individualized Services Plans	*Rate*
Housing Accommodations & Basic Services	
Studio	Starts at $5,825
Friendship Suite	Starts at $4,850
One Bedroom	Starts at $6,385
Levels of Care[1]	
Personal Care Fee	
Basic Personal Care Level	$0
Personal Care Level 1	$450
Personal Care Level 2	$900
Personal Care Level 3	$1,350
Personal Care Level 4	$1,800
Personal Care Level 5	$2,250
Personal Care Level 6	$2,700
Personal Care Level 7	$3,150
Simple Nursing Tasks*	$250/month
Life Guidance Program (SNALR)	
Life Guidance Housing Accommodations & Basic Services[2]	
Studio	Starts at $8,505
Friendship Suite	Starts at $8,505
One Bedroom	Starts at $9,250
Life Guidance with all EALR Services	Additional $3,430
Life Guidance with Simple Nursing Tasks only	$250/month

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.

[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 up to Personal Care Level 7 included in their Housing Accommodations & Basic Services Rate.

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

Description of Rates

Basic Monthly Rate--Your Basic Monthly Rate includes charges for your Housing Accommodations & Basic Services including 3.75 hours per week of 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 a minimum of 3.75 hours of personal care assistance, including reminders (e.g., meals, showers, etc.), monitoring, monthly weights, mobility assistance, assistance with ADL tasks, medication management including assistance with self-administration of medications and development and ongoing review and revision as necessary of an Individualized Services Plan, as well as your choice of room, Emergency call system with 24 hour response,, stimulating activities and social events, scheduled transportation, access to Atria's wellness program, daily bed making, weekly housekeeping and laundry service, maintenance of the apartment, common areas and grounds, snacks and supervision, case management and all utilities except telephone services and cable TV, are included.

Levels of Care

The Personal Care Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with the resident's physician, prior to move-in, whenever there are significant changes in a resident's needs, upon a physician's request and every 6 months thereafter. If the comprehensive assessment indicates you require services in excess of our basic personal care level, You will be placed in the appropriate Tier for your Level of Care and you will be required to pay the associated additional monthly fee as follows:

Basic Personal Care Level: All the services set forth above as Housing Accommodations & Basic Services including 3.75 hours per week of personal care.
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: up to 24.5 additional hours of care per week

For Personal Care Levels 1-7, a resident's personal care fee includes any services required in the EALR if they require them. EALR services are provided to residents who: (a) (c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; (d) require the following Simple Nursing Tasks: ((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 medicated creams and lotions, but excluding wound care and dressing changes; Residents who require mobility assistance outlined in (a)-(b) that exceed Level 7 will not be eligible to remain in the Community if they either require an amount of hours beyond the maximum provided by the Community or require one-on-one assistance not available through the Community.

Life Guidance (SNALR)

Life Guidance includes all Personal Care in Level 7 services and a secure, structured dementia program. Residents who require assistance within the Life Guidance neighborhood will not be eligible to remain in the Community if they require one-on-one assistance. While we guarantee that Life Guidance assistance will be provided to residents receiving Level 7 services, we do not guarantee that any resident will receive a specific number of minutes or amount of care on any given day or time period. The care level assigned to a resident represents an estimate only of the approximate range of care minutes or amount of care that we anticipate we will provide to the resident.

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	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)	$175	Atria
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 room 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	One-Time, Fee:$400	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:		
Salon and Spa	Various prices; see posting in salon	Beautician
Guest Suite	$_____	

* 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, but only upon forty five (45) days advance written notice for existing residents.

EXHIBIT 6
TRANSFER OF FUNDS OR PROPERTY TO THE OPERATOR

EXHIBIT 7
PROPERTY OR ITEMS HELD BY OPERATOR FOR RESIDENT

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

Adult Care Facility Inventory of Resident Property

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

ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	RESIDENT NAME / DESCRIPTION	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT 8
HOUSE RULES

Alcohol

Residents may choose to drink alcoholic beverages in their rooms 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 or order indicating that it is acceptable for them to drink alcoholic beverages. 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 room 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 room. In some instances, you may be responsible for the costs associated with returning the room to the original move in condition.

Apartment Keys

A room 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 room, 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 room to another room 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 room 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 room, etc.). Please note that room transfer fees will not be charged if the room 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.

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 room, 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 room should they request to do so during an on-site visit.

Emergency Call System

Your room 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 room 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.

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 Rooms. 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.

Fire Drills

Once each calendar quarter, the Community will conduct in a fire drill that residents must participate in. At least one of the fire drills conducted with residents annually must include a total evacuation of the facility.

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 Area Regional Office
New York State Department of Health
90 Church Street, 15th Floor
New York, New York 10007-2919

Residents may contact the New York State Long Term Care Ombudsman Program (NYSLTCOP) at 1-855-582-6769 to request an Ombudsman to advocate for the Resident, or the Suffolk County Ombudsman at 631-470-6755. For more information visit the NYSLTCOP website at www.ltcombudsman.ny.gov

Guest Accommodations

Overnight guests are welcome to stay in your Room 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 room 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.

Parking

Parking spaces are adequately provided for our residents.

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 East Northport. Any resident bringing a pet to the community will be asked to prepay the required $500 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 into 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.

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 Room 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.

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.

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;

(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.

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 at the front desk of the Community. The Community will respond to anonymous grievances through the resident council. 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.

EXHIBIT 11

AUTHORIZATION TO RELEASE INFORMATION
(Optional)

I, «First_Name»_____ «Last_Name»_____, hereby voluntarily authorize the use or disclosure of my medical information as described below.

1. Medical information to be disclosed:

Information regarding my condition, health care and other related services either prior to or while I am residing at the Community.

2. Persons/Organizations authorized to disclose the information:

Community employees, doctors, health care providers, home health agencies, and/or health care proxies.

3. Person/Organizations to whom information will be disclosed:

Persons or organizations who need it in connection with my residence at the Community, which could include, but is not limited to, physicians, doctors, home health aides, therapists, consultants and Community employees who need access to the information in order for the Community to meet the needs of the resident.

4. The information will be used or disclosed:

To facilitate the provision of services and meet other obligations under my Agreement so that the resident's needs can be met.

5. I understand that this authorization is voluntary and that I may refuse to sign this authorization; however, my refusal to sign this authorization will not affect my eligibility for benefits or enrollment, payment for or coverage of services, or ability to obtain health care treatment. Initials: _____

6. I understand that I may revoke this authorization at any time by notifying Atria in writing; however, if I revoke this authorization, it will not have any effect on any actions taken in reliance on this authorization. Initials: _____

7. I understand that information used or disclosed pursuant to this authorization may be subject to re-disclosure by the recipient and no longer be protected by applicable federal or state privacy laws. Initials: _____

8. I understand that this authorization will expire upon the termination of my residency at the Community. Initials: _____

9. I understand that I may inspect and copy this fully-executed authorization upon request. Initials: _____

_____ _____

Signature *(Form MUST be completed before signing)* Date

_____ _____

Personal Representative Signature – if applicable *(Form MUST be completed before signing)* Date

Printed Name:_____

Relationship to _____:_____

Documentation Attached:

☐ Power of Attorney ☐ Healthcare Power of Attorney

☐ Legal Guardianship ☐ Executor / Administrator of the Estate

☐ Other Legal Authorization _____

PRIVATE PAY HOME CARE SERVICES ADDENDUM

POLICY

It is the policy that all Private Pay Home Care Services Personnel follow all of the Community's Policies and Procedures.

" Private Pay Home Care Services" refers to licensed home care services agencies (LHCSA) or certified home health agencies (CHHA) selected by a resident to provide personal or home health care services that will be privately paid for by the resident. Staff that provide Private Pay Home Care Services will be referred to in this policy as "PPHCS Personnel".

Atria East Northport will not bear any responsibility for care given or injuries resulting from care or actions of any PPHCS Personnel. The Resident, Resident Representative, or Responsible Party will be responsible for payment of all charges from Private Pay Home Care Services. Any Services delivered by PPHCS Personnel shall not be included in determining the applicable tier of the resident's basic rate.

PPHCS Personnel must practice within the scope of responsibility as defined by the New York State Department of Health.

Atria East Northport retains sole responsibility for all supervisory and case management services.

PROCEEDURE

All PPHCS Personnel and their Agency will review the following procedure and sign where indicated. A copy will be maintained in both the Community's and Resident's file.

1. PPHCS Personnel must be listed on the NYS Home Care Worker Registry and be employed by licensed LHCSA/CHHA that is authorized to provide services in Suffolk County.

2. Prior to the initiation of services, all PPHCS Personnel must attend and participate in an orientation regarding his/her role within the facility so that they may perform their specific duties in a safe and competent manner and in accordance with facility policy and procedures. This orientation will include a tour of the facility, educational (in-service) programs, as well as a review of their specific duties and responsibilities.
    a. Upon completion of orientation, the PPHCS Personnel will sign an acknowledgement verifying attendance. The acknowledgement will be placed in both the Community's and Resident's file and will be retained for a period of not less than eighteen (18) months, and will be made available to the Department upon request.

3. All PPHCS Personnel must sign-in and sign-out at the front desk of the Community in the Resident Guest Log every time they enter or exit the community. The sign-in long will be retained for a period of not less that eighteen (18) months and will be made available to the Department upon request.

4. All PPHCS Personnel will provide all relevant admission materials to both the resident and the Community to be maintained in the resident's record and provide the following information to Administration:
    a. Full Name
    b. Address
    c. Photo Identification
    d. Contact Information (including cell and home phone number and number of their Agency).
    e. Contract information of the LHCSA/CHHA supervisor who will oversee care.

5. The Case Manager/Designee will provide PPHCS Personnel with a copy of the Community's policy for outside providers. PPHCS Personnel must sign an acknowledgement confirming their review and understanding of the policy and the acknowledgement will be retained in the Community's file for a period of not less than eighteen (18) months.

6. PPHCS Personnel is responsible to report at least weekly to the Case Manager/Designee regarding services delivered to the resident. The Case Manager will update PPHCS Personnel on any changes to the resident's care plan as determined by the Community's assessment of the resident. PPHCS Personnel is responsible to report resident's change of condition immediately to the Case Manager/Designee and to Home Health Agency (if appropriate) and may not wait for weekly meetings to report a change.

7. Resident/ Designated Representative is expected to notify the Case Manager of the need for replacement staff for PPHCS Personnel. If PPHCS Personnel is unable to provide services, the Community will provide the necessary services. If the resident/resident representative terminates his/her arrangement with the PPHCS Personnel, the Community will reevaluate the resident's care level. The resident's care level will be reevaluated again if and when the resident reengages PPHCS Personnel.

8. PPHCS Personnel may not provide assistance with or administration of medications.

9. The Community Staff (PCA/RCA/RN) will observe, on an ongoing basis, the resident and note any unmet needs or indices of improperly delivered services, and focus on any change in condition. The Community may not use PPHCS Personnel to perform this function.

10. All reports and communications of PPHCS Personnel will be maintained in the resident record, including anticipated hours and specific services provided and a copy of this signed addendum.

11. PPHCS Personnel will be provided by the Case Manager/ Designee with a copy of the Community's Disaster and Emergency procedures as well as a copy of the Resident's Bill of Rights.

12. The Community's Disaster and Emergency plan does not include PPHCS Personnel in determining how to provide assistance to the resident in exiting the building during an emergency.

13. The Community staffing will not be adjusted for or based upon the use of PPHCS Personnel.

14. Residents must meet all applicable retention standards to be retained at the Community. The use of PPHCS Personnel will not make a resident that fails to meet the retention standards appropriate for retention. PPHCS Personnel may continue to be utilized for residents who have exceeded the retention standards while persistent efforts are made by the Community to place the resident in a clinically appropriate setting.

By signing this addendum, as Private Pay Home Care Services Personnel, Resident or Resident Representative, I acknowledge that I have received The Community's policy regarding private pay home care services and that I have reviewed and understand that policy.

Private Pay Home Care Services Personnel Signature:_____Date: _____

Resident/Resident's Representative Signature _____ Date: _____

NOTE: A copy of this signed policy will be sent to the supervisor identified by the PPHCS.

PET ADDENDUM

This is an addendum to a Residency Agreement made between Atria East Northport (the "Operator"), _____ (the "Resident or You"), (the "Resident's Representative"), and (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

The Resident desires to keep a pet in Resident's room (the "Room"), and Operator consents on the following terms and conditions:

1. The Resident agrees to pay the non-refundable Pet Fee. No pet shall be allowed in any part of the interior of Community other than the Room, unless allowed by Operator;

2. No more than one (1) Pet is allowed to resident in a unit, unless allowed by Operator. Permitted pets are limited to cats, fish, or other domestic animal as permitted by Operator, in Operator's sole discretion. Such Pets must be of size and breed approved by Operator in Operator's sole discretion;

3. The Resident must be able to manage all aspects of pet care, independently of Community staff, including feeding, grooming, waste management, and flea control. Should pest control be necessary in the Resident's apartment, the charge will be billed to the Resident's account.

4. The Resident shall be responsible for keeping all areas when pets are housed clean/odorless, safe and free of pests and parasites. Cat Owners must dispose of soiled cat litter in tied, plastic bags.

5. The Resident will maintain and provide evidence to Operator of current and proper immunizations of the pet, in accordance with the laws, regulations and health customs of the town in which the Community is located. Such documentation must be completed and submitted to Operator prior to the pet moving into Community, and shall be kept current by the Resident/Responsible Person;

6. The Resident will provide the Community with current contact information for the Pet's Veterinarian;

7. Resident will prevent the pet from causing any disturbance of other Community residents. When the pet is not within the Room, it will be at all times under physical restraint or leash and under the immediate supervision and responsibility of Resident;

8. If Resident is for any reason unable to care for their pet, it is the responsibility of the Resident to arrange for alternate arrangements and proper care;

9. The Operator reserves the right to request pets be temporarily removed from a unit for purposes including, but not limited to, maintenance and repair services and extermination services.

10. The Resident will be responsible for any injury to any person, and damage to the premises caused by the pet. The Resident/Responsible Person agrees to defend and indemnify the Community for any injury to person or damage to property caused by the Pet;

11. Upon termination of this Agreement, the Resident agrees to be responsible for payment for professional cleaning, shampooing, pest eradication and deodorizing, or interior replacements (if necessary) of the Room or the common areas of the Community.

12. The Resident/Responsible Person agrees to pay Community a one-time pet fee in the amount of $500 (the "Pet Fee") when a pet resides at the Community; and

If the Resident is unable to meet the above conditions, the Pet will be removed within 3 days after receiving notice from Operator.

With respect to the above, Operator will follow all regulations regarding a bona fide service animal.

Severability. If any term or section of this Attachment is determined to be void or invalid, all remaining terms and sections of this Attachment shall remain in full force and effect.

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, including the terms set forth in this paragraph.

Effective Date: _____ Date of Occupancy: _____

_____ _____
Date (Signature of Resident)

_____ _____
Date (Signature of Resident's Representative)

_____ _____
Date (Signature of Resident's Legal Representative)

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

ATTACHMENT A
CONSUMER INFORMATION GUIDE

From https://www.health.ny.gov/publications/1505.pdf

INTRODUCTION

This consumer information guide will help you decide if an assisted living residence is right for you and, if so, which type of assisted living residence (ALR) may best serve your needs.

There are many different housing, long-term care residential and community based options in New York State that provide assistance with daily living. The ALR is just one of the many residential community-based care options.

The New York State Department of Health's (DOH) website provides information about the different types of long-term care at www.nyhealth.gov/facilities/long_term_care/

More information about senior living choices is available on the New York State Office for the Aging website at www.aging.ny.gov/ResourceGuide/Housing.cfm. A glossary for definitions of terms and acronyms used in this guide is provided in this guide.

WHAT IS AN ASSISTED LIVING RESIDENCE (ALR)?

An Assisted Living Residence is a certified adult home or enriched housing program that has additionally been approved by the DOH for licensure as an ALR. An operator of an ALR is required to provide or arrange for housing, twenty-four hour on-site monitoring, and personal care services and/or home care services in a home-like setting to five or more adult residents.

ALRs must also provide daily meals and snacks, case management services, and is required to develop an individualized service plan (ISP). The law also provides important consumer protections for people who reside in an ALR.

ALRs may offer each resident their own room, a small apartment, or a shared space with a suitable roommate. Residents will share common areas, such as the dining room or living room, with other people who may also require assistance with meals, personal care and/or home care services.

The philosophy of assisted living emphasizes personal dignity, autonomy, independence, privacy, and freedom of choice. Assisted living residences should facilitate independence and helps individuals to live as independently as possible and make decisions about how they want to live.

WHO OPERATES ALRs?

ALRs can be owned and operated by an individual or a for-profit business group or corporation, a not-for-profit organization, or a government agency.

PAYING FOR AN ALR

It is important to ask the ALR what kind of payment it accepts. Many ALRs accept private payment or long term care insurance, and some accept Supplemental Security Income (SSI) as the primary method of payment. Currently, Medicaid and Medicare will NOT pay for residing in an ALR, although they may pay for certain medical services received while in the ALR.

Costs vary among ALRs. Much of the variation is due to the types and level of services provided and the location and structure of the residence itself.

TYPES OF ALRs AND RESIDENT QUALIFICATIONS

There are three types of ALRs: Basic ALRs (ALR), Enhanced ALRs (EALR), and Special Need ALRs (SNALR). The services provided, offered or permitted vary by type and can vary from residence to residence. Prospective residents and their representatives should make sure they understand the type of ALR, and be involved in the ISP process (described below), to ensure that the services to be provided are truly what the individual needs and desires.

Basic ALR: A Basic ALR takes care of residents who are medically stable. Residents need to have an annual physical exam, and may need routine medical visits provided by medical personnel onsite or in the community.
Generally, individuals who are appropriately served in a Basic ALR are those who:

i. Prefer to live in a social and supportive environment with 24-hour supervision;
ii. Have needs that can be safely met in an ALR;
iii. May be visually or hearing impaired;
iv. May require some assistance with toileting, bathing, grooming, dressing or eating;
v. Can walk or use a wheelchair alone or occasionally with assistance from another person;
vi. Can accept direction from others in time of emergency;
vii. Do not have a medical condition that requires 24-hour skilled nursing and medical care; or
viii. Do not pose a danger to themselves or others.

The Basic ALR is designed to meet the individual's social and residential needs, while also encouraging and assisting with activities of daily living (ADLs). However, a licensed ALR may also be certified as an Enhanced Assisted Living Residence (EALR) and/or Special Needs Assisted Living Residence (SNALR) and may provide additional support services as described below.

Enhanced ALR (EALR): Enhanced ALRs are certified to offer an enhanced level of care to serve people who wish to remain in the residence as they have age-related difficulties beyond what a Basic ALR can provide. To enter an EALR, a person can "age in place" in a Basic ALR or enter directly from the community or another setting. If the goal is to "age in place," it is important to ask how many beds are certified as enhanced and how your future needs will be met.

People in an Enhanced ALR may require assistance to get out of a chair, need the assistance of another to walk or use stairs, need assistance with medical equipment, and/or need assistance to manage chronic urinary or bowel incontinence.

An example of a person who may be eligible for the Enhanced ALR level of care is someone with a condition such as severe arthritis who needs help with meals and walking.

The Enhanced ALR must assure that the nursing and medical needs of the resident can be met in the facility. If a resident comes to need 24-hour medical or skilled nursing care, he/she would need to be transferred to a nursing facility or hospital unless all the criteria below are met:

a) The resident hires 24-hour appropriate nursing and medical care to meet their needs;

b) The resident's physician and home care services agency decide his/her care can be safely delivered in the Enhanced ALR;

c) The operator agrees to provide services or arrange for services and is willing to coordinate care; and

d) The resident agrees with the plan.

Special Needs ALR (SNALR): Some ALRs may also be certified to serve people with special needs, for example Alzheimer's disease or other types of dementia. Special Needs ALRs have submitted plans for specialized services, environmental features, and staffing levels that have been approved by the New York State Department of Health. The services offered by these homes are tailored to the unique needs of the people they serve. Sometimes people with dementia may not need the more specialized services required in a Special Needs ALR, however, if the degree of dementia requires that the person be in a secured environment, or services must be highly specialized to address their needs, they may need the services and environmental features only available in a Special Needs ALR. The individual's physician and/or representative and ALR staff can help the person decide the right level of services.

An example of a person who could be in a Special Needs ALR, is one who develops dementia with associated problems, needs 24-hour supervision, and needs additional help completing his or her activities of daily living. The Special Needs ALR is required to have a specialized plan to address the person's behavioral changes caused by dementia. Some of these changes may present a danger to the person or others in the Special Needs ALR. Often such residents are provided medical, social or neuro-behavioral care. If the symptoms become unmanageable despite modifications to the care plan, a person may need to move to another level of care where his or her needs can be safely met. The ALR's case manager is responsible to assist residents to find the right residential setting to safely meet their needs.

Comparison of Types of ALRs

	ALR	EALR	SNALR
Provides a furnished room, apartment or shared space with common shared areas	X	X	X
Provides assistance with 1-3 meals daily, personal care, home care, housekeeping, maintenance, laundry, social and recreational activities	X	X	X
Periodic medical visits with providers of resident choice are arranged	X	X	X
Medication management assistance	X	X	X
24 hour monitoring by support staff is available on site	X	X	X
Case management services	X	X	X
Individualized Service Plan (ISP) is prepared	X	X	X
Assistance with walking, stair climbing and descending stairs, as needed, is available		X	
Intermittent or occasional assistance from medical personnel from approved community resources is available	X	X	X
Assistance with durable medical equipment (i.e., wheelchairs, hospital beds) is available			X
Nursing care (i.e. vital signs, eye drops, injections, catheter care, colostomy care, wound care, as needed) is provided by an agency or facility staff		X	
Aging in place is available, and, if needed, 24 hour skilled nursing and/or medical care can be privately hired		X	
Specialized program and environmental modifications for individuals with dementia or other special needs			X

HOW TO CHOOSE AN ALR

VISITING ALRs: Be sure to visit several ALRs before making a decision to apply for residence. Look around, talk to residents and staff and ask lots of questions. Selecting a home needs to be comfortable.

Ask to examine an "open" or "model" unit and look for features that will support living safely and independently. If certain features are desirable or required, ask building management if they are available or can be installed. Remember charges may be added for any special modifications requested.

It is important to keep in mind what to expect from a residence. It is a good idea to prepare a list of questions before the visit. Also, taking notes and writing down likes or dislikes about each residence is helpful to review before making a decision.

THINGS TO CONSIDER: When thinking about whether a particular ALR or any other type of community-based housing is right, here are some things to think about before making a final choice.

Location: Is the residence close to family and friends?

Licensure/Certification: Find out the type of license/certification a residence has and if that certification will enable the facility to meet current and future needs.

Costs: How much will it cost to live at the residence? What other costs or charges, such as dry cleaning, cable television, etc., might be additional? Will these costs change? Transportation: What transportation is available from the residence? What choices are there for people to schedule outings other than to medical appointments or trips by the residence or other group trips? What is within safe walking distance (shopping, park, library, bank, etc.)?

Place of worship: Are there religious services available at the residence? Is the residence near places of worship?

Social organizations: Is the residence near civic or social organizations so that active participation is possible?

Shopping: Are there grocery stores or shopping centers nearby? What other type of shopping is enjoyed?

Activities: What kinds of social activities are available at the residence? Are there planned outings which are of interest? Is participation in activities required?

Other residents: Other ALR residents will be neighbors, is this a significant issue or change from current living arrangement?

Staff: Are staff professional, helpful, knowledgeable and friendly?

Resident Satisfaction: Does the residence have a policy for taking suggestions and making improvements for the residents?

Current and future needs: Think about current assistance or services as well as those needed in several years. Is there assistance to get the services needed from other agencies or are the services available on site?
If the residence offers fewer Special Needs beds and/or Enhanced Assisted Living beds than the total capacity of the residence, how are these beds made available to current or new residents? Under what conditions require leaving the residence, such as for financial or for health reasons? Will room or apartment changes be required due to health changes? What is the residence's policy if the monthly fee is too high or if the amount and/or type of care needs increase?

Medical services: Will the location of the facility allow continued use of current medical personnel?

Meals: During visit, eat a meal. This will address the quality and type of food available. If, for cultural or medical reasons, a special diet is required, can these types of meals be prepared?

Communication: If English is not the first language and/or there is some difficulty communicating, is there staff available to communicate in the language necessary? If there is difficulty hearing, is there staff to assist in communicating with others?

Guests: Are overnight visits by guests allowed? Does the residence have any rules about these visits? Can a visitor dine and pay for a meal? Is there a separate area for private meals or gatherings to celebrate a special occasion with relatives?

WHO CAN HELP YOU CHOOSE AN ALR? When deciding on which ALR is right, talk to family members and friends. If they make visits to the residences, they may see something different, so ask for feedback.

Physicians may be able to make some recommendations about things that should be included in any residence. A physician who knows about health needs and is aware of any limitations can provide advice on your current and future needs.

Before making any final decisions, talking to a financial advisor and/or attorney may be appropriate. Since there are costs involved, a financial advisor may provide information on how these costs may affect your long term financial outlook. An attorney review of any documents may also be valuable. (e.g., residency agreement, application, etc.)

ADMISSION CRITERIA AND INDIVIDUALIZED SERVICE PLANS (ISP)

An evaluation is required before admission to determine eligibility for an ALR. The admission criteria can vary based on the type of ALR. Applicants will be asked to provide results of a physical exam from within 30 days prior to admission that includes a medical, functional, and mental health assessment (where appropriate or required). This assessment will be reviewed as part of the Individualized Service Plan (ISP) that an ALR must develop for each resident.

The ISP is the "blueprint" for services required by the resident. It describes the services that need to be provided to the resident, and how and by whom those services will be provided. The ISP is developed when the resident is admitted to the ALR, with the input of the resident and his or her representative, physician, and the home health care agency, if appropriate. Because it is based on the medical, nutritional, social and everyday life needs of the individual, the ISP must be reviewed and revised as those needs change, but at least every six months.

APPLYING TO AN ALR

The following are part of entering an ALR:

An Assessment: Medical, Functional and Mental: A current physical examination that includes a medical, functional and mental health evaluation (where appropriate or required) to determine what care is needed. This must be completed by a physician 30 days prior to admission. Check with staff at the residence for the required form.

An application and any other documents that must be signed at admission (get these from the residence). Each residence may have different documents. Review each one of them and get the answers to any questions.

Residency Agreement (contract): All ALR operators are required to complete a residency agreement with each new resident at the time of admission to the ALR. The ALR staff must disclose adequate and accurate information about living in that residence. This agreement determines the specific services that will be provided and the cost. The residency agreement must include the type of living arrangements agreed to (e.g., a private room or apartment); services (e.g., dining, housekeeping); admission requirements and the conditions which would require transfer; all fees and refund policies; rules of the residence, termination and discharge policies; and resident rights and responsibilities.

An Assisted Living Model Residency Admission Agreement is available on the New York State Health Department's website at:
http://www.nyhealth.gov/facilities/assisted_living/docs/model_residency_agreement.pdf.

Review the residency agreement very carefully. There may be differences in each ALR's residency agreement, but they have to be approved by the Department. Write down any questions or concerns and discuss with the administrator of the ALR. Contact the Department of Health with questions about the residency agreement. (See number under information and complaints)

Disclosure Statement: This statement includes information that must be made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services. The disclosure statement should be reviewed carefully.

Financial Information: Ask what types of financial documents are needed (bank statements, long term care insurance policies, etc.). Decide how much financing is needed in order to qualify

to live in the ALR. Does the residence require a deposit or fee before moving in? Is the fee refundable, and, if so, what are the conditions for the refund?

Before Signing Anything: Review all agreements before signing anything. A legal review of the documents may provide greater understanding. Understand any long term care insurance benefits. Consider a health care proxy or other advance directive, making decision about executing a will or granting power of attorney to a significant other may be appropriate at this time.

Resident Rights, Protection, and Responsibilities: New York State law and regulations guarantee ALR residents' rights and protections and define their responsibilities. Each ALR operator must adopt a statement of rights and responsibilities for residents, and treat each resident according to the principles in the statement. For a list of ALR resident rights and responsibilities visit the Department's website at http://www.nyhealth.gov/facilities/assisted_living/docs/resident_rights.pdf. For a copy of an individual ALR's statement of rights and responsibilities, ask the ALR.

LICENSING AND OVERSIGHT

ALRs and other adult care facilities are licensed and inspected every 12 to 18 months by the New York State Department of Health. An ALR is required to follow rules and regulations and to renew its license every two years. For a list of licensed ALRs in NYS, visit the Department of Health's website at www.nyhealth.gov/facilities/assisted_living/licensed_programs_residences.htm.

INFORMATION AND COMPLAINTS

For more information about assisted living residences or to report concerns or problems with a residence which cannot be resolved internally, call the New York State Department of Health or the New York State Long Term Care Ombudsman Program. The New York State Department of Health's Division of Assisted Living can be reached at (518) 408-1133 or toll free at 1-866-893-6772. The New York State Long Term Care Ombudsman Program can be reached at 1-800-342-9871.

Glossary of Terms Related to this Guide

Activities of Daily Living (ADL): Physical functions that a person performs every day that usually include dressing, eating, bathing, toileting, and transferring.

Adult Care Facility (ACF): Provides temporary or long-term, non-medical, residential care services to adults who are to a certain extent unable to live independently. There are five types of adult care facilities: adult homes, enriched housing programs, residences for adults, family-type homes and shelters for adults. Of these, adult homes, enriched housing programs, and residences for adults are overseen by the Department of Health. Adult homes, enriched housing programs, and residences for adults provide long-term residential care, room, board, housekeeping, personal care and supervision. Enriched housing is different because each resident room is an apartment setting, i.e. kitchen, larger living space, etc. Residences for adults provide the same services as adult homes and enriched housing except for required personal care services.

Adult Day Program: Programs designed to promote socialization for people with no significant medical needs who may benefit from companionship and supervision. Some programs provide specially designed recreational and therapeutic activities, which encourage and improve daily living skills and cognitive abilities, reduce stress, and promote capabilities.

Adult Day Health Care: Medically-supervised services for people with physical or mental health impairment (examples: children, people with dementia, or AIDS patients). Services include: nursing, transportation, leisure activities, physical therapy, speech pathology, nutrition assessment, occupational therapy, medical social services, psychosocial assessment, rehabilitation and socialization, nursing evaluation and treatment, coordination of referrals for outpatient health, and dental services.

Aging in Place: Accommodating a resident's changing needs and preferences to allow the resident to remain in the residence as long as possible.

Assisted Living Program (ALP): Available in some adult homes and enriched housing programs. It combines residential and home care services. It is designed as an alternative to nursing home placement for some people. The operator of the assisted living program is responsible for providing or arranging for resident services that must include room, board, housekeeping, supervision, personal care, case management and home health services. This is a Medicaid funded service for personal care services.

Disclosure Statement: Information made known to an individual before signing the residency agreement. This information should include: licensure, ownership, availability of health care providers, availability of public funds, the State Health Department toll-free number for reporting complaints, and a statement regarding the availability and telephone numbers of the state and local long-term care ombudsman services.

Health Care Facility: All hospitals and nursing homes licensed by the New York State Department of Health.

Health Care Proxy: Appointing a health care agent to make health care decisions for you and to make sure your wishes are followed if you lose the ability to make these decisions yourself.

Home Care: Health or medically related services provided by a home care services agency to people in their homes, including adult homes, enriched housing, and ALRs. Home care can meet many needs, from help with household chores and personal care like dressing, shopping, eating and bathing, to nursing care and physical, occupational, or speech therapy.

Instrumental Activities of Daily Living (IADLs): Functions that involve managing one's affairs and performing tasks of everyday living, such as preparing meals, taking medications, walking outside, using a telephone, managing money, shopping and housekeeping.

Long Term Care Ombudsman Program: A statewide program administered by the New York State Office for the Aging. It has local coordinators and certified ombudsmen who help resolve problems of residents in adult care facilities, assisted living residences, and skilled nursing

facilities. In many cases, a New York State certified ombudsman is assigned to visit a facility on a weekly basis.

Monitoring: Observing for changes in physical, social, or psychological well-being.

Personal Care: Services to assist with personal hygiene, dressing, feeding, and household tasks essential to a person's daily living.

Rehabilitation Center: A facility that provides occupational, physical, audiology, and speech therapies to restore physical function as much as possible and/or help people adjust or compensate for loss of function.

Supplemental Security Income (SSI): A federal income supplement program funded by general tax revenues (not Social Security taxes). It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing and shelter. Some, but not all, ALRs may accept SSI as payment for food and shelter services.

Supervision: Knowing the general whereabouts of each resident, monitoring residents to identify changes in behavior or appearance and guidance to help residents to perform basic activities of daily living.