

CCRC X – Contracts with Skilled Nursing and/or Home Health Care Providers

RiverSpring Health Senior Living, Inc.
c/o The Hebrew Home for the Aged at Riverdale
5901 Palisade Avenue
Bronx, NY 10471

By contract, assisted living, memory support and nursing services will be provided by an affiliate of Sponsor – Hebrew Home. A form of the proposed agreement with Hebrew Home is attached.

AGREEMENT FOR ASSISTED LIVING AND SKILLED NURSING SERVICES

This Agreement is made as of this ___ day of _____, 2017, by and between RiverSpring Health Senior Living, Inc. d/b/a River's Edge ("CCRC" or the "Community"), a New York not-for-profit corporation and The Hebrew Home for the Aged at Riverdale, a New York not-for-profit corporation ("Hebrew Home").

WHEREAS, CCRC is the owner of a proposed continuing care retirement community licensed under Article 46 of the NY Public Health Law located in Bronx, New York that will offer life care and non-life care contracts (the "Agreements") to its residents; and

WHEREAS, Hebrew Home is a not-for-profit Residential Health Care Facility ("RCHF") licensed under Article 28 of the New York Public Health Law; and

WHEREAS, pursuant to the Agreements, when CCRC's Medical Director determines that a resident of the Community needs assisted living or skilled nursing care, CCRC is obligated to assure that the resident is provided such care in accordance with the terms of the resident's Agreement; and

WHEREAS, pursuant to the Agreements, such assisted living or skilled nursing care is to be provided by Hebrew Home; and

WHEREAS, Hebrew Home is willing to provide such assisted living and skilled nursing care to CCRC's residents.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, CCRC and Hebrew Home hereby agree as follows:

1. CCRC shall provide to Hebrew Home the determination of its Medical Director that a resident is in need of assisted living or skilled nursing care, when such resident should be transferred to Hebrew Home to receive same and the appropriate level of care such resident requires (i.e., assisted living, memory care, nursing care).
2. Hebrew Home shall promptly upon receipt of such determination ascertain if there is appropriate accommodation available for such resident at the time needed and notify CCRC of same.

3. If Hebrew Home has appropriate accommodation available at the time needed, Hebrew Home shall admit the resident and shall, together with the resident and the resident's representative and family, if any, arrange the resident's relocation to Hebrew Home.
4. Hebrew Home shall provide the resident the same services it provides to any other resident under its then-current admission agreement for the respective level of care and New York law.
5. If resident requires nursing services, Hebrew Home agrees to provide the first available private room in the Jacob Reingold Pavilion to the resident and will bill according to the following provisions:
 - a. If the resident is a life care resident or is eligible for up to sixty (60) days of skilled nursing care at SNF as set forth in the resident's Agreement (an "Eligible Resident"), and the Eligible Resident requires services which are covered by Medicare or Supplemental Coverage insurance, Hebrew Home will bill Medicare or the Supplemental Coverage carrier directly for such services at the then prevailing rate for same. If there are no deductibles or co-insurance/co-payments due in connection with such services, Hebrew Home will retain the payment as payment in full for services rendered and will not bill either CCRC or the Eligible Resident for same. If there are deductibles or co-insurance/co-payments required by Medicare or the Supplemental Coverage to be paid by the Eligible Resident in connection with such services, Hebrew Home will bill CCRC for same, not however to exceed the daily rate payable by the Eligible Resident to CCRC under the Eligible Resident's Agreement.
 - b. If the services required by an Eligible Resident are not covered by Medicare or Supplemental Coverage, Hebrew Home will bill CCRC for the services provided to the Eligible Resident at an amount equal to five hundred fifty two (\$552) per day ("CCRCs Daily Rate"). For any Eligible Resident, Hebrew Home may adjust CCRCs Daily Rate annually, but not by more than Hebrew Home adjusts same for its other private pay residents. Hebrew Home shall not bill an Eligible Resident directly for such services.
 - c. If the resident is not a life care resident or has exhausted his or her available days of skilled nursing care at Hebrew Home (an "Ineligible Resident"), and the

Ineligible Resident requires services which are covered by Medicare or Supplemental Coverage insurance, Hebrew Home will bill Medicare or the Supplemental Coverage carrier directly for such services at the then prevailing rate for same. Any deductibles or co-insurance/co-payments required by Medicare or the Supplemental Coverage will be billed by Hebrew Home to and are payable by the Ineligible Resident. If the services required by an Ineligible Resident are not covered by Medicare or Supplemental Coverage, Hebrew Home will bill the Ineligible Resident for the services at Hebrew Home's then current private pay daily rate ("Hebrew Home's Daily Rate").

6. If resident requires assisted living services or assisted living memory care, Hebrew Home agrees to provide the first available studio apartment in its adult home to the resident and will bill according to the following provisions:
 - a. If the resident is an Eligible Resident, Hebrew Home will bill the CCRC for the services provided to the Eligible Resident at Hebrew Home's then current private pay monthly service fee ("AL Monthly Fee") for a studio unit. For any Eligible Resident, Hebrew Home may adjust AL Monthly Fee annually, but not by more than Hebrew Home adjusts for its other private pay residents. Hebrew Home shall not bill an Eligible Resident directly for such services.
 - b. If the resident is an Ineligible Resident, Hebrew Home will bill the Ineligible Resident for the services at AL Monthly Fee.
7. CCRC shall pay Hebrew Home's invoices within thirty (30) days of receipt.
8. Hebrew Home acknowledges that CCRC has no financial obligation to Hebrew Home for services provided to any Ineligible Resident and shall seek payment for such services only from the Ineligible Resident.
9. Hebrew Home agrees to provide services to CCRC's residents with the same degree of care and skill as customarily provided to Hebrew Home's own residents, according to generally accepted standards of practice and applicable law. Hebrew Home shall treat CCRC's residents equitably and to that end Hebrew Home agrees not to discriminate against CCRC's residents on the basis of the source of payment for services, the cost or extent of Hebrew Home's services required and the fact that CCRC's financial obligations to

Hebrew Home under this Agreement may not fully compensate Hebrew Home for its costs in rendering such services to CCRC's residents.

10. During the term of this Agreement, Hebrew Home shall maintain in force and effect policies of insurance of the types and in sufficient amounts as will adequately protect Hebrew Home from loss or damage to its property, personal injury and professional liability.
11. The Agreement shall become effective on the date hereof and shall remain in effect until terminated by either party. No amendment hereto shall be effective unless signed by the authorized representatives of both parties.
12. This Agreement shall be interpreted under the laws of the State of New York.

In Witness Whereof, the parties have caused this Agreement to be signed by its duly authorized representatives as of the date first above written.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____