

EXHIBIT XVIII

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum (the “Addendum”) to the Residency Agreement dated _____, (the “Residency Agreement”) made by and among UMH NY Corp. d/b/a Hilltop Manor West (the “Operator”), _____, (the “Resident” or “You”), _____ (the “Resident’s Representative”), _____, (the “Resident’s Legal Representative”).

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide an Assisted Living Residence at Hilltop Manor West (the “Residence”) located at 286 Deyo Hill Road, Johnson City, New York 13790.
(Name of Residence)
(Address)

II. Physician Report

You have submitted to the Operator a written report from Your physician, which report states that:

- a. Your physician has physically examined You within the last month prior to Your admission into the Enhanced Assisted Living Program in the Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident in the Enhanced Assisted Living Program in the Residence and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached hereto as EALR Schedule #1 and made a part of this Addendum is a written description of:

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training and work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, a point may be reached where Your needs cannot be safely or appropriately met at the Residence: If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law. Final decisions on transfers and appropriate placement of the Resident will be made by the Operator.

VI. If 24-Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from the Residence, UNLESS, each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, you can be safely cared for in the Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31, or 32; AND
- c. The Operator agrees to retain You as Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff; AND
- d. You are otherwise eligible to reside at the Residence.

VII. Amended Basic Rate

In the EALR, the current daily “Private” Basic Rate is \$ _____ and the current daily “Private Deluxe” Basic Rate is \$ _____.

See Exhibit III.A.2. for the Tiered Fee Arrangements.

VIII. Addendum to the Residency Agreement Authorization

We, the undersigned, have read this Addendum to the Residency Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein and be legally bound by terms and conditions of this Addendum and the Residency Agreement.

Dated: _____

(Signature of Resident)

Dated: _____

(Signature of Resident's Representative)

Dated: _____

(Signature of Resident's Legal Representative)

Dated: _____

(Signature of Operator or Operator's Representative)

EALR SCHEDULE #1

SERVICES TO BE PROVIDED

The services to be provided in the Enhanced Assisted Living Residence are as follows:

- Assistance of 1-2 staff to transfer (including the use of a mechanical lift where a resident is able to minimally bear weight)
- Assistance of 1-2 staff to ambulate and/or climb or descend stairs
- Assistance with medical equipment
- Assistance with management of incontinence
- Skilled nursing services including assistance with:
 - eating
 - eye drops
 - injections
 - PRN medication administration
 - skilled nursing assessments
 - dressing changes
 - routine suppositories/enemas

STAFFING LEVELS

Staffing levels – by discipline are set forth on the Proposed Final Staffing scheduled attached hereto and made a part of this Addendum as EALR Schedule #2.

This Staffing is based on a maximum census of thirty-six (36) ALR/EALR coverage as required by each resident's physician's medical evaluation and Individualized Service Plan (ISP). Personal Care Staffing will be modified as needed to meet the needs of the residents.

Note: The license of a Residence is for a seventy-two (72) bed ALR. The certification for EALR is also for a seventy-two (72) bed Residence.

STAFFING EDUCATION, TRAINING, WORK EXPERIENCE, PROFESSIONAL AFFILIATIONS OR SPECIAL CHARACTERISTICS – will be provided to you upon request.

Staff may include:

- a) Administrator
- b) Director of Social Work
- c) RN
- d) LPN
- e) HHA – each with seventy-five (75) hours training, twelve (12) hours inservice training annually
- f) RCA – each with forty (40) hours training, twelve (12) hours inservice training annually
- g) Executive Director/Director of Food Service
- h) Consulting Dietician
- i) Director of Recreational Therapy

The New York State Department of Health approves the qualifications and experience for all administrators and case managers.

ENVIRONMENTAL MODIFICATIONS:

- a) A NFPA 13 automatic sprinkler system has been installed in the Residence and has been inspected. It meets all DOH requirements as set forth in the June 2, 2005 DOH letter regarding compliance with the Assisted Living Reform Act.
- b) A supervised smoke-detection system throughout the Residence, including all bedrooms.
- c) Fire protection systems are directly connected to the local fire department or to a 24 hour attended central station.
- d) Handrails are installed on both sides of all resident-used corridors and stairways.
- e) A centralized emergency call-system exists in all bedrooms which are easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture.
- f) Smoke barriers are installed in the residence which divide each floor into at least two (2) smoke compartments, neither of which has corridors exceeding one hundred (100) feet in length.

EALR SCHEDULE #2
PROPOSED FINAL STAFF SCHEDULE FOR
EALR 36 BED UNIT

8:00 a.m. – 4:30 p.m. Monday – Friday

Adult Home Administrator	40 hours/week
RN Director	40 hours/week
Case Manager	40 hours/week

Day Shift

6:30 a.m. – 3:00 p.m.	LPN Facility Charge or Unit Coordinator	7 days/week
6:30 a.m. – 3:00 p.m.	4 Resident Care Aides	5 days/week
6:30 a.m. – 3:00 p.m.	3 Resident Care Aides	Saturday/Sunday

Evening Shift

2:45 p.m. – 11:15 p.m.	1 LPN Facility Charge	7 days/week
2:45 p.m. – 11:15 p.m.	2 Resident Care Aides	7 days/week
4:30 p.m. – 9:00 p.m.	1 Resident Care Aide	7 days/week

Night Shift

11:00 p.m. – 7:30 a.m.	1 LPN Facility Charge	7 days/week
11:00 p.m. – 7:30 a.m.	1 Resident Care Aide	7 days/week

RN on call available for consultation 24 hours per day, 7 days per week, when not available onsite.

*Staff will be added to current staffing incrementally according to individual EALR resident needs. Additional nursing and resident care aide or home health aide coverage, as determined necessary and documented by the resident's medical evaluation or otherwise by the resident's attending physician and/or the ISP.