ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

EXHIBIT D

This is the Addendum to the Admission Agreement made between Samaritan Summit Village, Inc. (the Operator), _____ ("the Resident" or "You") and _____ (the "Resident's Representative", if any) and _____ (the "Resident's Legal Representative", if any) stating the terms and conditions of the resident's admission and living arrangements at Samaritan Summit Village, located at 22691 Campus Drive, Watertown, NY 13601. The Residency Agreement is dated_____.

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

The parties to this Addendum understand that Enhanced Assisted Living Care may be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who meet the conditions stated in this Enhanced Assisted Living Residence Addendum. If a Resident is assessed as requiring 24-hour skilled nursing care or medical care, resident may remain in an Enhanced Assisted Living Residence if the criteria in Section VII of this Addendum are satisfied.

I. **Enhanced Assisted Living Certificates:** The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Samaritan Summit Village located at 22691 Campus Drive, Watertown, NY 13601.

II. **Physician Report:**

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

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residency; 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. Admission Criteria

Enhanced Assisted Living is provided to person who desire to continue to age in place in an Assisted Living Residence and who:

- One staff to physically assist w/transfers.
- One staff to physical assist w/ambulation
- One staff to assist with ADL care ex, one assist with dressing & undressing, toileting, grooming, leg, back, wrist braces, compression stockings, socks, shoes.
- Ostomy-colostomy, ileostomy care
- Superficial wound treatment
- Incontinence program (management) to include care needed to keep clean, extra showers as needed, extra laundry services as required.
- Assist with respiratory treatments & equipment to include oxygen, obstructive sleep apnea equipment & nebulizer equipment.
- Skilled Nursing Assessment ex. lung sounds
- Resident must be able to understand instructions and use the pendant to ask for assistance.

The operator has conducted an initial pre-admission evaluation and determined that resident is appropriate for admission to this Residence and that the operator is able to meet resident's care needs within the scope of services authorized under the law and within the scope of services determined necessary under resident's Individualized Service Plan.

IV. Request for and Acceptance of Admission

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

Beginning on_____ the operator shall provide the housing accommodations and services to resident described below, subject to other terms, limitations and conditions in the Residency Agreement and this Addendum.

This Addendum will remain in effect until amended or terminated by the parties in accordance with the provisions of the Residency Agreement, Section XII.

V. Specialized Programs, Staff Qualifications, and Environmental Modifications

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

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

VI. Aging in Place

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

VII. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach a 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 New York State Mental Hygiene Law, the Operator will initiate proceedings for the termination of Your Residency Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

a. You hire appropriate nursing, medical, or hospice staff to care for Your increased needs; AND

b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical, or hospice care, You can be safely cared for in the Residence, and would not require placement in a hospital, nursing home, or other facility licensed under Article 28 of New York State Public Health Law or Articles 19, 31, or 32 of Mental Hygiene Law; AND

c. The Operator agrees to retain You as a Resident and to coordinate the care provided by the Operator and the additional nursing, medical, or hospice staff you hire; AND

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

V. Addendum Authorization

We, the undersigned, have read this Addendum, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____ _____
Signature of Resident

Dated: _____ _____
Signature of Resident's Representative

Dated: _____ _____
Signature of Resident's Legal Representative

Dated: _____ _____
Signature of Operator or Operator's Representative

EALR APPENDIX # 1

ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING RESIDENT

I. Services to be Provided.

1. The Basic Rate Core Package covers the following Services:

- Your Room
- Three meals and one snack per day
- Activities
- Housekeeping Services
- Linen Services
- Laundry of your personal washable clothing
- Supervision on a 24-hour basis
- Case Management Services
- Medication Management
- Personal Care defined – as daily reminders/prompting for grooming, dressing, eating and toileting and two showers per week.
- Development of an Individual Service Plan for the Assisted Living Residence Program (including ongoing review and revision as necessary)

2. Enhanced Package – Basic Rate plus $50 per day - Includes all core services listed above in the Basic Package and one or more of the following services:
    a. One staff to physically assist w/transfers.
    b. One staff to physical assist w/ambulation
    c. One staff to assist with ADL care e.g., one assist with dressing & undressing, toileting, grooming, leg, back, wrist braces, compression stockings, socks, shoes.
    d. Ostomy-colostomy, ileostomy care
    e. Superficial wound treatment
    f. Incontinence program (management) to include care needed to keep clean, extra showers as needed, extra laundry services as required.
    g. Assist with respiratory treatments & equipment to include oxygen, obstructive sleep apnea equipment & nebulizer equipment.
    h. Skilled Nursing Assessment ex. lung sounds
    i. Resident must be able to understand instructions and use the pendant to ask for assistance.

II. Staffing Levels

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents' needs. The enhanced program will be staffed with personal care aides and nurses to provide supervision and meet the needs of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is a comprehensive activities program with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

1. The Enhanced Living Residence will be staffed with:
    a. 1 Registered Nurse five days a week for 8 hours per day; excluding major holidays.

b. 1 Licensed Professional Nurse seven days a week for 24 hours per day; including major holidays.

c. 3 Home Health Aides each shift, seven days a week for 16 hours a day (day & evening shift)

d. 2 Home Health Aides each shift seven days a week for 8 hours a day (night shift)

III. Staff Education and Training

1. All Home Health Aide staff are certified by New York State.
2. All Registered Nurses and Licensed Professional Nurses are currently licensed by New York State.
3. All personal care staff have First Aid and CPR certification and have completed education on fire safety, resident care, and medication assistance. Each staff member is required to have 12 hours of in-service time per year.

IV. Environmental Modifications

Samaritan Summit Village has been built in accordance with Life Safety Code Standards of New York State and all other regulations as required by New York State Department of Health. Samaritan Summit Village has been constructed to provide resident dignity, privacy, and safety.

V. Addendum Agreement Authorization

Private Pay or ALR:

_____ Enhanced EALR is the Basic Rate plus $50 per day.

We, the undersigned, have read this Addendum, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____ _____
Signature of Resident

Dated: _____ _____
Signature of Resident's Representative

Dated: _____ _____
Signature of Resident's Legal Representative

Dated: _____ _____
Signature of Operator or Operator's Representative