ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Evergreen Place at Brockport Inc. (the "Operator"), _____ (the "Resident or You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

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

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Evergreen Place, Enhanced, Assisted Living and Memory Care, located at 90 West Avenue, Brockport, NY 14420.

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 this Enhanced Assisted Living 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 at this Enhanced Assisted Living Residence, (the "Residence") and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- Services to be provided in the Enhanced Assisted Living Residence;
- Staffing levels;
- Staff education and training 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, 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.

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 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 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. Addendum Agreement Authorization

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

Dated:_____ _____
(Signature of Resident)

Dated:_____ _____
(Signature of Resident's Legal Representative)

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

EARL # I

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

The below adds new sections to the Evergreen Place, Enhanced, Assisted Living & Memory Care Community Residency Agreement ("Agreement"). All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with the Agreement. This Agreement must be attached to the Agreement between the parties.

1. Enhanced Assisted Living Certificate The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living located at 80 West Avenue, Brockport, NY 14420 ("Community").

2. Physician Report You have submitted to the Operator a written report from your physician, which states the following:

a. Your physician has physically examined you within the last month prior to Your admission to the Community; and

b. You are not in need of 24-hour skilled nursing care or medical care requiring placement in a hospital or nursing home.

3. Request for and Acceptance of Admission You or Your Legal Representative have request to become a Resident at this Community and the Operator has accepted your request for residency.

4. Specialized Programs, Staff Qualifications & Environmental Modifications include:

a. Services to be provided in the Enriched Assisted Living Residence:

Oxygen therapy	Ostomy care
Blood Pressure checks	Insulin administration
Indwelling catheter care	Enema administration
Nebulizer treatment	Foley catheter care
Treating skin tears and abrasions	Suprapubic catheter care
One and two-person transfers	Transdermal patch applications
Blood glucose monitoring	Temperature, pulse & respiration monitoring
Care of casts, braces & splints	

Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the acuity needs of the Residents in the enhanced program. The staffing plan includes the presence of a licensed Registered Nurse that will be on the premises for a minimum of forty (40) hours per week with additional nursing coverage provided by a licensed practical nurse.

Resident Care Aides will be provided specialized training to enable each to respond to the enhanced needs of Residents. These trainings will be provided by a Registered Nurse licensed by the State of New York having experience in Adult Education/Learning.

Enhanced Assisted Living Residents live throughout the Community. The entire Community is equipped with a sprinkler system, emergency call bells in all Resident apartments and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

5. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place and remain in the Community according to your Personal Service Plan, there may be a time when Your needs cannot be safely or appropriately met at the Community. If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate residential or nursing setting, in accordance with law.

6. When 24 Hour Skilled Nursing or Medical Care is Needed

If You reach the time when you are in need of 24 hour skilled nursing or medical care that is required to be provided by a hospital, nursing home, or a facility licensed under the Mental Hygiene Law of New York. the Operator will initiate the termination of this Agreement and to discharge You from the Community, 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 Community, 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 a 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.

7. Addendum Agreement Authorization We, the undersigned, have read this Addendum and the Agreement, and have received a duplicate copy of each, and agree to abide by its terms and conditions.

Dated:_____ _____

(Signature of Resident)

Dated:_____ _____

(Signature of Resident's Legal Representative)

Dated:_____ _____

(Signature of Operator or Operator's Representative)