ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between The Clark Manor House (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 The Clark Manor House,
(The Residence)

located at 318 Fort Hill Avenue, Canandaigua, New York 14424
(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 this Enhanced Assisted Living Residence; and

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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

- Services to be provided in the Enhanced Assisted Living Residence;
  - Assistance to stand from a seated position (i.e. a hand on the back), the full or partial assistance of 1 person to stand or transfer
  - Assistance of 1 person to ambulate (either with or without assistive equipment such as walkers), or the use of wheelchairs for transportation.
  - Unmanaged urinary or bowel incontinence
  - Assistance with eye drops, ear drops, nasal sprays, topical medications for those who cannot self-manage/administer
  - Assistance with medical equipment such as oxygen concentrators/equipment, nebulizers, and CPAP/BiPAP for those who cannot self-manage
  - Assistance with urinary catheter, colostomy, or urostomy care
  - Skilled nursing services for wound care, dressing changes, ear irrigation, suppositories, and enemas
  - RN direction for PRN medications
  - RN skilled nursing assessments for medical conditions, illness or injury

- Staffing levels by discipline are identified on a sample staffing schedule (EALR #1) attached to this addendum and are part of this agreement. This staffing is based on a maximum census of 17 ALR residents, with a potential of up to 17 of those residents being on the EALR program. The staffing pattern for skilled nursing will be modified as needed to ensure sufficient nursing coverage as required by each resident's medical providers, medical evaluation, and Individualized Service Plan (ISP). Likewise, personal care staffing will be modified as needed to meet the needs of the residents. In addition, there will be a Case Manager on duty 40 hours per week and a Registered Nurse available on-call 24 hours per day/7 days per week.

Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; will be provided to you upon request. This may include the following positions:

- Administrator/Case Manager

- RN
- LPN
- Resident Care Aides (each with 40 hours of training, 12 hours of in-service training annually, and First Aid certification)
- Activities Director
- Activities Coordinator
- Kitchen Manager
- Contracted Dietician

The New York State Department of Health approves the qualifications and experience for all Administrators and Case Managers.

- Environmental modifications to protect the health, safety and welfare of persons in the Residence have been made in accordance with NYSDOH regulations for Enhance Assisted Living Residence licensure and include:

  - The Residence is fully sprinkled with a NFPA 13 automatic sprinkler system, has been inspected, and meets all DOH requirements set forth in the June 3, 2005 DOH letter regarding the Assisted Living Reform Act.
  - A supervised smoke-detection system throughout the building, including all bedrooms.
  - Fire protection systems directly connected to the local fire Department, or to a 24-hour attended central station.
  - Handrails on both sides of all resident-use corridors and stairways.
  - A centralized emergency call-system in all bedrooms easily reachable from bedside and in all resident-use toilet and bathing areas, easily reachable from each fixture.
  - Smoke barriers to divide each floor into at least two smoke compartments, neither of which shall have corridors exceeding 100 feet in length

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

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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, if applicable, and hospice medical director, if applicable, determine and document that, with the provision of such additional nursing, medical and/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 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.

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 Representative)

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

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