ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Birchwood Suites Operator LLC *d/b/a* Birchwood Suites (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 Birchwood Suites 423 Clay Pitts Road, East Northport, NY 11731.

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

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Reviewer's Initials: _____

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 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 services 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 Representative)

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

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

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EALR #1

Services Provided to EALR Residents

- Birchwood Suites's Enhanced Assisted Living Residence is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
    - Are chronically chairfast, require the assistance of another person to transfer, walk, and/or climb stairs; and/or
    - Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personal; and/or
    - Desire the operator to provide (directly or through contract with a licensed home care services agency) one or more of the following services:
        - Dressing changes and wound care
        - Assistance with Eating
        - Taking vital signs
        - Routine skin care, applying creams and lotions
        - Skin Integrity
        - CPAP/BiPAP
        - Urine and stool collection
        - Urinary catheter insertion, removal, cleaning the insertion site, emptying the drainage bag
        - Blood glucose testing
        - Assistance with oxygen enrichment equipment
        - Assistance with nebulizers
        - Medication administration, including:
            - Eye drops/ointments
            - Ear drops
            - Injectable medications - intramuscular
        - Suppositories/enema
        - Assistance in securing outside licensed vendors

Staffing Levels

Our EALR is staffed appropriately to meet the needs of its residents with a ratio of one (1) staff person for every ten (10) residents. Staffing levels will be appropriate for the level of care needed to perform and carry out the tasks that the resident requires. An RN is on call and available for consultations 24 hours a day, 7 days a week. As necessary, the EALR will provide additional nursing coverage to meet a resident's documented medical needs or medical evaluation. A Case Manager is also on site and available to provide case management services up to a minimum of 20 hours a week and a maximum of 40 hours per week based on the resident census.

Staff Education and Credentials

EALR staff members are trained in specialized medication management, resident safety, evacuation procedures and resident rights to meet resident needs. Home health aides have been

trained in home health services or have taken an equivalent examination that is approved by the New York State Department of Health (DOH). Aides must produce written evidence of this training. Furthermore, Aides receive twelve hours of in-service education each year. Resident aides have received 40 hours of initial training per DOH requirements, and also receive 12 hours of yearly in-service education. Furthermore, all RNs, LPNs, and Case Managers are properly credentialed.

Environmental Modifications

This EALR has made environmental modifications to protect the health, safety and welfare of our residents. In addition to meeting current requirements for an adult home, the facility has installed throughout the building, including all bedrooms an NFPA 13 automatic sprinkler system and a supervised smoke-detection system. This fire protection system is connected directly to the local fire department and a 24-hour attended central station. The facility has also includes a smoke barrier that divides each floor into two smoke compartments. There is an emergency call system in each bedroom that is easily reached form each resident's bedside as well as in all bathing and toileting areas that resident's use. Bedrooms themselves are all single or double occupancy rooms. All corridors and stairways that residents use feature handrails on both sides. Corridors themselves are at least 60 inches wide, and doorways are at least 36 inches wide to accommodate wheelchairs.