APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS [illegible] DATE 5/12/22

EXHIBIT X.D.

ASSISTED LIVING RESIDENCE ADDENDUM

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to the Assisted Living Residency Agreement (the "Residency Agreement") made between Active Retirement Community, Inc. (the "Operator"), _____, (the "Resident" or "you"), _____, (the "Resident's Representative," if any), and _____, (the "Resident's Legal Representative," if any). 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 Vincent Bove Health Center at Jefferson's Ferry located at One Jefferson Ferry Drive, South Setauket, New York 11720.

Physician Report

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

Your physician has physically examined you within the last month prior to your admission into this Enhanced Assisted Living Residence; and

You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

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.

Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit E.A. #1 and made a part of this Agreement is a written description of:

Services to be provided in the Residence;

Staffing levels;

Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Residence; and

Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

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 you to a more appropriate setting, in accordance with law and the CCRC Agreement, if applicable.

If Twenty-Four (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 or transfer you to the Operator's skilled nursing facility or other appropriate facility pursuant to the CCRC Agreement, if applicable, UNLESS each of the following conditions are met:

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

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

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

You are otherwise eligible to reside at the Residence.

Addendum 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.

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*)

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 5/12/22

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 5/12/22

EXHIBIT E.A. #1

ENHANCED SERVICES

Services Provided

The goals of the Enhanced Assisted Living Residence include:

- To afford the residents the opportunity to age in place, to remain in a comfortable, safe, and appropriate environment, and to minimize unnecessary transfers and disruption in their lives.
- To provide knowledgeable and trained staff who are able to provide adequate enhanced care and to assist residents to remain at their highest level of independence without compromising safety or wellbeing.

The Enhanced Assisted Living Residence program will admit residents who may be in need of assistance that exceeds the retention standards of the Enriched Housing/Assisted Living Facility. Some examples of the types of assistance intended are the minor assistance to stand from a seated position (i.e. a hand on the back), the full or partial assistance of 1-2 people to stand or transfer (up to and including the use of assistive devices such as a gait/transfer belt), the assistance of 1-2 people to ambulate (either with or without assistive equipment such as walkers), or the use of wheelchairs for transportation.

Services that can be Provided in the Enhanced Assisted Living Residence

- All services available in the Assisted Living Residence
- Physical assistance with walking, wheelchair propelling and prescribed exercises
- Physical assistance of another person to climb or descend steps
- Intermittent nursing needs
- Limited assistance with medical equipment
- Chronic unmanaged urinary or bowel incontinence
- Medication assistance and administration

Staff Levels/Qualifications

The following staff will have primary oversight of the Enhanced Assisted Living Residence:

- Program Coordinator
- Licensed Practical Nurse
- Case Manager
- Home Health Aide
- Enhanced Assisted Living Residence Aide

The direct care staffing to Resident ratio shall be sufficient to meet the health care needs of the residents as per 10 NYCRR § 1001.11.

Specialty trained staff will be assigned 24 hours per day. Training will include:

- Orientation to the policies and procedures related to the provision of Enhanced Assisted Living Residence services as applicable, to include, but not limited to, general duties of staff, applicable facility and service delivery procedures, responsibility for responding to resident emergencies, emergency evacuation and disaster plan, and personal appearance of the employee.

A variety of professional resources will be utilized, including:

- Department of Health Guidance
- Professional Organizations such as LeadingAge New York and the Empire State Association of Assisted Living ("ESAAL")
- Industry Consultants

Environmental Modifications

The following is a list of environmental modifications that have been made to protect the health, safety and welfare of persons in the Enhanced Assisted Living Residence:

- Widened doorways and hallways
- Handrail and grab bars
- Automatic door openers
- Nurse call bell systems
- Roll in showers
- Compliant sinks
- Water faucet controls
- Plumbing adaptations
- Turnaround space
- Worktables and work surface adaptations
- Cabinet and shelving adaptations

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS [illegible] DATE 5/12/22