ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCE AGREEMENT

This is an addendum to a Residency Agreement made between ***WILLOW GARDENS, INC.,*** (THE "Operator"),_____, (the "Resident"), _____(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 ***WILLOW GARDENS located 60 Willow Drive, New Rochelle, NY 10805.***

II. Physician Report

Resident submits to the Operator a written report from Resident's physician, which report states that:

a. Resident's physician has physically examined Resident within the last month prior to admission into this Enhanced Assisted Living Residence, and
b. Resident is 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

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

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as Exhibit 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 Resident, while the Operator will make reasonable efforts to facilitate Resident's ability to age in place according to Resident's Individualized Service Plan, there may be a point reached where Resident's needs cannot be safely or appropriately met at the Residence;

If this occurs, the Operator will communicate with Resident 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 Resident reach the point where the Resident is in need of 24-hour skilled nursing 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 Resident from residency, UNLESS each of the following conditions are met:

a. Resident hire appropriate nursing, medical or hospice staff to care for Resident's increased needs; AND
b. Resident's physician and a home care service agency both determine and document that with the provision of such additional nursing, medical or hospice care, Resident 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 Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff, AND
d. Resident is otherwise eligible to reside at the Residence.

VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum Agreement, have received a duplicate copy 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)

EXHIBIT EALR # 1

I. Specialized Services

Willow Gardens' enhanced program allows residents to age in place by admitting and retaining residents. Willow Gardens offers to residents intermittent nursing (less than 24 hours/day). If required, to retain resident as their needs change. Such services with proper orders include eye drops, injections, catheter care, colostomy care, PRN medication administration, dressing changes, and skilled observations which need to be reported to a physician.

Willow Gardens can facilitate the personal care arrangement between the Resident or Resident's Representative and the Outside home care agency. The Resident / Resident's representative reserves the right to choose any licensed/certified agency to provide personal care to the Resident.

II. Staff

The nursing needs under the Enhanced program will be provided by a Licensed Nurse. Willow Gardens has a total of seven nurses daily for 24 hours a day. The breakdown consists of one full-time Registered Nurse (5 day/week) and four full time licensed nurses and five part-time LPNs. Nurses receive in services as required by the Department of Health.

The personal care will be provided by a home care agency chosen by the residence/residence representative.

Willow Gardens has home health aides on a 24 hour, seven days a week basis.

III. Environmental Modification

No environmental modification needs to be made for the program. The Enhanced program has the same safety feature as the ALR (an automatic sprinkler system, a supervised smoke detection system, a fire protection system, handrails, and a centralized emergency call system) and have smoke barriers. The smoke barriers divide each floor into at least two smoke compartments, each of which does not exceed 100 feet in length. Monthly fire drill for staff and volunteers will be done at varied times during the day and night.