ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum ("Addendum") to a Residency Agreement made between YALR Operating, LLC (the "Operator"), and _____, (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 that 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 Yorktown Assisted Living Residence, 2276 Catherine Street, Cortlandt Manor, New York, 10567 (the "Residence").

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, and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR Exhibit 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.

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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, 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: _____ By:_____ Its:_____
(Signature of Operator or the Operator's Representative)

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EALR EXHIBIT 1
To

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM

Services and Staffing:

Services provided to Enhanced ALR residents:

- Assistance with oxygen management (resident must be self-directing)
- Assistance with colostomy, ileostomy, ostomy and urinary catheter (bag change, emptying)
- Assistance with pushing resident in wheelchair
- Assistance with feeding

Staffing:
A registered nurse is on staff 40 hours weekly for the ALR, SNALR, and EALR and on call 24 hrs. a day, 7 days a week

Staffing Levels for 45 ALR, 40 SNALR, and 15 EALR (floating) - Building Max Total is 85

Day Shift: 7 AM - 3 PM
License Practical Nurse - 2
Home Health Aide - 6

Evening Shift: 3 PM -11 PM
License Practical Nurse - 2
Home Health Aide - 6

Night Shift: 11 PM - 7 AM
License Practical Nurse -1
Home Health Aide -4

Case Management - 1
Monday- Friday 9 AM - 5 PM
Available via phone 24 hours a day/7 days a week

Director of Clinical Operations - Registered Nurse - 1
Monday- Friday 9 AM - 5 PM
Available via phone 24 hours a day/7 days a week

Administrator-1
Monday- Friday 9 AM - 5 PM
Available via phone 24 hours a day/7 days a week

Staff Education and Training:
All Staff are certified or licensed as required by NY State DOH regulations. The facility will provide training and maintain competencies for all new tasks required with the EALR Licensure. Ongoing in-services and trainings will be provided for staff as required.

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Qualifications
NYS License Practical Nurse
NYS Certified Home Health Aides
Orientation
Upon hire, all staff are orientated to the Mission and Philosophy of Yorktown Assisted Living Residence
On-Going Training
Person Centered Care

Annual In-Services

a. Improving Nutritional Status
b. Occupational Health and Safety
c. Stress Management
d. Blood-borne Pathogens
e. Fire Safety
f. Psychology of Aging
g. Infection Control Measures
h. Dementia -A Therapeutic Environment
i. Back Safety
j. Resident Rights
k. Death and Dying
l. Communicating with Dementia Residents
m. Fire Safety Training
n. Full House Evacuation

Environmental:
No modifications to the existing building are required to service an enhanced ALR resident. The entire Residence is equipped with a sprinkler system, emergency call bells in Resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety.

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