Enhanced ALR Addendum,

c Sch 1D Appendix C

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum ("Addendum") to a Residency Agreement made between Artis Senior Living Operator of Somers, 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 Artis Senior Living of Somers located at 51 Clayton Boulevard, Baldwin Place, NY 10505 (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.

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SZ DATE 1/23/19

ARTIS SENIOR LIVING

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.

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.

[Continued on following page.]

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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)

Artis Senior Living Operator of Somers, LLC,
a Delaware limited liability company *(doing business as Artis Senior Living of Somers, LLC)*

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

ARTIS SENIOR LIVING

EALR EXHIBIT 1
EALR SERVICES and STAFFING

Services to Be Provided

- Assistance with transferring
- Assistance with ambulation
- Assistance with medical equipment
- Ongoing skilled observations by a licensed nurse which need to be reported to a physician
- Treatment by the appropriate licensed personnel, including:
    - Eye drops
    - Injections
    - Diabetes Management
    - Pain Management
    - Catheter care
    - Colostomy care
    - PRN medications administration
    - Dressing changes
    - Wound Care (Stages I and II)
    - Other nursing services consistent with the Nurse Practices Act for which this facility has a policy approved by the Department of Health."
- Therapy (PT, OT, and/or ST) as provided by an outside licensed outpatient therapy provider
- Hospice care as provided by a licensed outside Hospice Care Agency

Staffing Levels, Certification, and Work Experience

- All residents in the ALR will have Alzheimer's disease or a related dementia. As such the staffing level will be appropriate for this population; all staffwill be trained to serve this population; and the physical plant has been specifically designed to serve this population.
- The staffing will be as follows:
    - Executive Director who oversees the operations of the facility; certified as an assisted living residence manager (as required) in NY; prior experience in managing similar services
    - One Administrative Services Coordinator and part-time assistants who manage billing, accounting and other administrative tasks
    - One Community and One Family Services Coordinator who assist residents/families seeking move-in
    - Food Services Staff (One Coordinator, one Cook, and part-time food services assistants) who prepare the food and transport it to the resident house kitchens for service; certified as safe food service handlers

- One Program Services Coordinator, one Assistant, and part-time assistants who provide activities and programs 7 days a week in the common areas; the coordinator is a certified recreational therapist
- One Environmental Services Coordinator and two Housekeepers who maintain the operation and cleanliness of the physical plant
- One Resident Services Coordinator (RN) who manages the overall resident care staff and services and provides case management; an RN on-call 24 hours a day
- One LPN 24 hours per day who assists the RN in direct nursing care and administers medications
- Two Resident Caregivers (including Certified Nursing Assistants and Certified Home Healthcare Aides) for up to 16 residents on day and evening shift. Five Resident Caregivers on night shift.
- Services will be supplemented by a licensed home healthcare agency and a licensed outpatient therapy provider as required

Staff Training

- All staff will be trained in serving residents with dementia, including:
  - Normal aging versus dementia
  - Communication skills to enhance interactions with residents
  - Understanding and working with behavioral symptoms
  - Activities of daily living
  - Making every moment matter
  - The care triangle—resident, family, and staff
  - Taking care of the caregivers

Environmental Modifications

- The entire physical plant has been designed and built to best serve and accommodate the needs of residents.
- The building consists of six (6) compartments and a surrounding yard with a seven-(7)-foot high fence and two (2) gates leading from the yard to the public way. There are two (2) wings and a central core. The central core has a rear exit enclosure from the circular corridor to the fenced yard.
- The building will have the code-required NFPA-compliant, fire alarm system connected to the local fire department or monitoring station, and a code-required, NFPA-compliant automatic fire sprinkler system.
- The building will have a centralized emergency call-system in all resident bedrooms and in all resident bathrooms.
- The system consists of 10 delayed egress systems (doors) using positive initiation (bars with switches) and electromagnetic locks. Additionally, there are two (2) free egress doors with keypad entry (access control) and four monitored house doors with no locks. There are two (2) gates at the front of the exterior fence that control entry to the yard.
- In addition to all safety requirements of an Assisted Living Residence, the facility includes at least two smoke compartments per floor.