

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between **White Plains Kensington, LLC** (the "Operator"), _____, (the "Resident" or "You"), (the "Resident's Representative"), _____, (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. Special Needs Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at The Kensington located at 100 Maple Avenue, White Plains, New York 10601.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the "Residence") and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

- Services to be provided in the Special Needs Assisted Living Residence:
Dining services (including meals/snacks), planned activities, housekeeping services, linen and laundry service, 24-hour supervision, case management, personal care assistance, medication assistance, and development and maintenance of each resident's individualized service plan. Please refer to Exhibit III.A.1, Flat Fee Arrangements (Special Needs) and Exhibit II, Disclosure Statement, of the residency agreement for further details on the flat fee arrangements and eligibility for the program.

- Staffing levels will be appropriate for the level of care needed to perform and carry out the tasks that the resident requires.

- Staff education and training work experience will be dependent on the level of care that the staff is assigned to complete. These include:
 1. Level of care commensurate with Adult Home staff requirements;
 2. Level of care for higher acuity residents whose training is commensurate with Home Health Aide certification.
 3. Initial orientation which includes the basic concepts of Assisted Living, age related changes, the concept of aging in place, documentation, promoting a home-like environment, resident rights, and functions to be completed.
 4. Continued mandatory in-service training throughout the year that review the fundamental principles and skills necessary to assist aging frail elderly seniors who may have cognitive and physical impairment and dementia.

- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence. None; the facility is fully equipped with all the necessary safety devices.

IV. 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: _____	_____ <i>(Signature of Resident)</i>
Dated: _____	_____ <i>(Signature of Resident's Representative)</i>
Dated: _____	_____ <i>(Signature of Resident's Legal Representative)</i>
Dated: _____	_____ <i>(Signature of Operator or Operator's Representative)</i>

**ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between **White Plains Kensington, LLC**, (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 Kensington located at 100 Maple Avenue, White Plains, New York 10601 .

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, (the "Residence") and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

- Services to be provided in the Enhanced Assisted Living Residence:
Dining services (including meals/snacks), planned activities, housekeeping services, linen service, 24-hour supervision, case management, medication assistance, and development and maintenance of each resident's individualized service plan. Additional tiered services, such as personal care assistance, medication assistance and personal washable laundry are also available. Please refer to Exhibit III.A.2, Tiered Fee Arrangements (Assisted Living) and Exhibit II, Disclosure Statement, of the residency agreement for further details on fees for each "tier" of care and eligibility for the program.
- Staff education and training work experience will be dependent on the level of care that the staff is assigned to complete. These include:
 - 1. Level of care commensurate with Adult Home staff requirements;
 - 2. Level of care for higher acuity residents whose training is commensurate with Home Health Aide certification.
 - 3. Initial orientation which includes the basic concepts of Assisted Living, age related changes, the concept of aging in place, documentation, promoting a home-like environment, resident rights, and functions to be completed.

4. Continued mandatory in-service training throughout the year that review the fundamental principles and skills necessary to assist aging frail elderly seniors who may have cognitive and physical impairment and dementia.

- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence. None; the facility is fully equipped with all the necessary safety devices.

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)