ENHANCED ASSISTED LIVING RESIDENCY (EALR) ADDENDUM

Resident Name: _____ **Apartment #**: _____

This is an addendum to a Residency Agreement made between EBC White Plains, LLC (the "Operator") d/b/a The Bristal at White Plains _____, (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 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 Bristal at White Plains, located at 305 North Street, White Plains, NY 10605.

II. 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, also prior to admission to a higher level of care, the Operator will document in the case management notes the basis for determining that need, including the appropriateness, or not, for obtaining a new medical evaluation.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Services to be provided in the EALR include assistance with medical equipment such as mechanical lift, thoracolumbosacral orthosis brace (TLSO), oxygen equipment, nebulizers and sleep apnea equipment, assistance with care of an indwelling/external urinary catheter, ileostomy, colostomy, blood pressure and/or pulse monitoring, taking of weights more often than monthly, lymphedema bandage wraps, medication administration, feeding residents who are self-directing. A Resident may be admitted into the EALR if the Resident has chronic urinary and/or bowel incontinence and is also a resident of the Special Needs Assisted Living Residence (SNALR). Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the acuity needs of Residents enrolled in the enhanced program. When at capacity, the staffing plan for the ALR/EALR includes fifteen (15) full-time equivalent direct care aides over the course of each day, staggered to provide the most coverage during the busiest portion of the day, as well as supervisory staff such as the Executive Director, Director of Case Management and other administrative staff. Of the 50 EALR beds, 32 are reserved to serve those persons in our secured Reflections unit (SNALR) where the minimum staffing ratio is 1:8 during the first two (2) shifts and 1:15 in the third (3rd) shift.

Initials _____

The remaining 18 slots are available to all non-SNALR residents and are sprinkled throughout the ALR building. There are no less than three (3) staff members to serve the non-SNALR residents, including these 18 EALR residents, at any given time. The staffing plan includes the presence of an LPN whenever needed by the Resident. An RN is also available for consultation. Resident Care Aides will be provided specialized training to respond to the enhanced needs of Residents. These trainings will be provided by a licensed nurse.

Enhanced Assisted Living Residents reside throughout the facility. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident apartments and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

Case Management services will assure the seamless integration and collaboration of care and services provided by The Community's Wellness Department (personal care and medication assistance) and/or Your Physician(s) and other Third-Party Providers. Case Management will also provide You and/or Your Legal Representative with appropriate referrals to health care providers in response to Your care and service needs.

The Bristal at White Plains is accountable for:

1. The appropriate and timely response to urgent or emergency needs or request for assistance with appropriate staff:

    a. You are assured of a timely response to request for scheduled or unscheduled assistance including, but not limited to a need for increased supervision, reminders, assistance with transfer, and with ADLs, by the following:
        i. Use of the Emergency Response System;
        ii. A request for assistance by telephoning the Wellness Office - this request can be made by you and/or by your privately-contracted aide or companion;
    b. Identification of abrupt or progressive changes in behavior and/or appearance, as well as the need for re-evaluation and change(s) in services as reflected on your Individual Service Plan; and
    c. Replacement staff is obtained when needed.

IV. 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.

V. 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.

This EALR Addendum, in accordance with the Assisted Living Residency Agreement is effective as of ___ _____, upon signing by both parties below.

VII. Addendum Agreement Authorization

We, the undersigned, have read this EALR 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's Representative)*

_____ (Resident) has been discharged from EALR services effective _____ (date).

Dated: _____ _____
(*Signature of Resident)*

Dated: _____ _____
(*Signature of Resident's Representative)*

Dated: _____ _____
(*Signature of Resident's Legal Representative)*

Dated: _____ _____
(*Signature of Operator's Representative)*

Should EALR services be needed again, another EALR addendum must be completed and signed.