AMBASSADOR AT SCARSDALE

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between KARP Scarsdale, LLC. (the "Operator"),_____ (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 *Ambassador at Scarsdale* located at
(Name of Residence)
9 Saxon Wood Rd, White Plains, New York 10605.
(Address)

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

- Ambassador at Scarsdale's Enhanced Assisted Living Residence Program is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
  a. Are chronically, require the assistance of another person to transfer, walk, and/or climb and descend stairs; and/or
  b. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; and/or
  c. Desire the operator to provide (directly or through contract with a licensed home care services agency) one or more of the following services:
     i. Wound care and dressing changes
     ii. Temporary catheter care
     iii. Verbal Cueing and set up (including cutting) during meals for EALR residents in the SNALR, provided directly by facility aides;
     iv. Hands on assistance with meals (feeding including placing food in the mouth) for EALR residents in the SNALR, provided by LHCSA HHAs or nurses;
     v. Taking vital sign/bowel sounds/lung sounds
     vi. Medication administration including:
        1. Eye drops
        2. Ear drops or ear lavage
        3. PRN medications for SNALR residents
        4. Medications with parameters
        5. Injections
     vii. Application of prescription creams and lotions
     viii. Suppositories/enema
     ix. Turning and positioning for hospice patients

- At full capacity, during the day shift, staffing includes a minimum of five personal care staff, exclusive of the SNALR staff, as most regularly scheduled services occur at these times. The evening shift has minimum of four full time aides and the overnight shift has three staff members to meet the needs of residents at any given time. In addition to the personal care staff, the facility is staffed with a full

time RN, 40 hours per week. An LPN is on duty 24 hours a day, seven days a week.

- All staff are provided with an orientation to the facility and its general policies and procedures. Employees delivering care directly to residents complete a comprehensive training that is approved by the Department of Health to enable them to competently and compassionately deliver personal care services and medication assistance to residents.

- The entire building is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

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)

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