Loudonville Assisted Living Residence
Enhanced Assisted Living Residence
Addendum to Residency Agreement

This is an addendum to a Residency Agreement made between the Loudonville Assisted Living Residence (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 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.

1. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Living at the Loudonville Assisted Living Residence, 298 Albany Shaker Road, Loudonville, NY 12211.

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

Attached as EALR #1 and made a part of this agreement is a written description of:

a. Services to be provided in the Enhanced Assisted Living Residence;
b. Staffing Levels;
c. Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence;
d. Any environmental modifications that have been made to protect the health, safety and welfare or

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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 the residency, UNLESS each of the following conditions are met.

a. Your hire appropriate nursing, medical or hospice staff to care for you increased needs; And

b. Your physician and a home care 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 health Hygiene Law Articles 19, 31, 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.

Signature or resident_____ Date_____

Signature of resident's representative_____ Date_____

Signature of resident's legal representative _____Date_____

Signature of operator or operator's representative_____Date_____

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EALR #1

1. Services to be provided in the Enhanced Assisted Living Residence include, but are not limited to:
   A. Transfer assistance
   B. Assistance with ambulation
   C. Assistance with oxygen
   D. Management of incontinence
   E. Nursing needs including:
      1. Instilling Eye Drops
      2. Instillation of Ear Drops
      3. Injections
      4. Urinary Catheterization, condom catheters and catheter care
      5. Colostomy Care
      6. Colostomy irrigation
      7. Dressing Changes/wound care
      8. Feeding assistance
      9. PRN Medication
      10. Nursing Assessment
      11. CPAP/BIPAP
      12. Nebulizer treatment
      13. Rectal Suppository
      14. Other nursing services consistent with the Nurse Practice Act (will be provided by a qualified outside services agency)
   F. Physical, Occupational and Speech Therapy (will be provided by a qualified outside services agency)

2. Staffing Levels – the staffing levels in the Enhanced Assisted Living Residence are as follows:

Facility Administrator Full-time Weekdays 9a-5p

Day Shift (7a-3p)

A. 1. Program Manager (RN) – 40 hours per week, on call 24/7
   2. Medication Tech. 7-3 shift
   3. 2 Home Health Aides (HHA)
   4. 2 Resident Aides
   4. Housekeeper
B. Evening Shift (3pm – 11pm)
   1. LPN
   2. 2 Home Health Aides (HHA)
   3. 2 Resident Aides
C. Night Shift (11-7)
   1. LPN or Medication Tech.
   2. Home Health Aide

3. Staff Education, Training and Work Experience
   A. Licensed RN's
   B. Licensed Nurses (LPN's)
   C. Home Health Aides with active certifications
   D. 12-month extensive in-service training program for all staff
   E. 40-hour initial orientation program for all resident care staff
   F. Loudonville Assisted Living is a member in good standing of the Empire State Association for Assisted Living