ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum ("Addendum") to a Residency Agreement made between The Massry Residence at Daughters of Sarah (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 The Massry Residence at Daughters of Sarah, 182 Washington Avenue Ext., Albany, New York 12203 (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.

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.

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)

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

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS JR DATE 2/22/19

EALR EXHIBIT 1
To

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM

Services and Staffing:

Services provided to Enhanced ALR residents:

Assist with Changing a Clean Dressing
Assist a Resident with an Oxygen Concentrator
Assist a Resident with a Portable Oxygen Cylinder
Assist a Resident with Changing a Portable Oxygen Cylinder
One Assist Transfer with Gait Belt
One-Person Assist with Sit-to-Stand Transfer
One-Person Assist with Ambulation
Wheelchair Transfer/Escort in Wheelchair
Urinary Catheter: Leg Bags
Assisting a Resident with Changing an Ostomy Pouch
Assisting a Resident with Emptying an Ileostomy or Colostomy Pouch
Assisting Resident Who is Unable to Ask for PRN Medications

Staffing:

A Registered Nurse (RN) will be on duty 8 hours a week and on call 24 hours a day. The RN will focus on doing assessments and care plans of the residents in the EALR and overseeing the LPNs, HHAs, and other staff.

Licensed Practical Nurses (LPN) are on staff as follows for the ALR and EALR:
7:00 AM-3:00 PM – 1 LPN
3:00 PM -11:00PM – 1 LPN
11:00PM-7:00AM – 1 LPN

Certified Home Health Aides (CHHA) are on staff as follows for the ALR and EALR:
7:00 AM-3:00 PM – 2 CHHAs
3:00 PM-11:00 PM – 1 CHHA
11:00PM-7:00 AM – 1 CHHA

Environmental Modifications:
No modifications to the existing building are required to service an enhanced ALR resident, yet if any Department of Health approved modifications are made, these will be listed below.

_____
_____
_____

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