

**RIVERSPRING RESIDENCES
SPECIAL NEEDS ADDENDUM TO THE RESIDENCY AGREEMENT**

**RIVERSPRING RESIDENCES
SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO THE RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between:

RIVERSPRING RESIDENCES (THE "OPERATOR"), 5901 Palisade Avenue, Riverdale,
New York 10471; Telephone: _____; Fax: _____

and

THE RESIDENT ("YOU" OR "RESIDENT"):

Name: _____

Address: _____

Telephone: _____

THE RESIDENT'S LEGAL REPRESENTATIVE (POA OR GUARDIAN), IF ANY:

Name: _____

Address: _____

Telephone: _____

THE RESIDENT'S REPRESENTATIVE, IF ANY:

Name: _____

Address: _____

Telephone: _____

Such Residency Agreement is dated _____, 20__.

APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u>SZ</u>	DATE <u>5</u> / <u>19</u> / <u>22</u>

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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 RiverSpring Residences located at 5901 Palisade Avenue, Riverdale, New York 10471.

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.

Attached as Exhibit S.N. # 1 and made a part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels;
- Staff education and training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs; and
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
May 9, 2019	
INITIALS <u>SZ</u>	DATE <u>5</u> / <u>19</u> / <u>22</u>

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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.

Resident

Date

Resident's Legal Representative

Date

Resident's Representative

Date

RiverSpring Residences Representative

Date

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Exhibit S.N. # 1

**RiverSpring Residences
Addendum to the Residency Agreement**

**Specialized Programs, Staff Qualifications
and Environmental Modifications**

Specialized Services:

The Operator will provide a comprehensive and coordinated program of specialized services to regularly observe and assess - in a professional, respectful, competent, and timely manner - Your need for specialized services in the Residence.

Specialized Services that are tailored for cognitive programming, including but not limited to individuals with mild to moderate dementia or cognitive impairments. These specialized services can include: hourly location checks for resident safety and engagement and meal attendance/meal consumption and a delayed egress system.

1. Supervision:
 - a. The Operator will maintain knowledge of Your general whereabouts.
 - b. If You become absent from the Residence and the Your whereabouts are unknown, the Operator will:
 - i. Undertake immediate efforts to locate You;
 - ii. Notify the Police and the Department of Health's regional office; and
 - iii. Notify Your family and representative, unless a different arrangement was agreed to in the Residency Agreement.
2. Case Management:
 - a. The Operator will assist You to maintain family ties by assisting Your family and representatives to:
 - i. adjust to and remain involved with Your initial placement and continued residence at the Residence;
 - ii. establish, operate, and maintain individual and collective methods or recommendations for change or improvement in Residence operations and

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programs regarding both individual and congregate Resident-related issues; and

- iii. remain active in Your care planning and remain informed in a timely manner about significant issues regarding Your care, supervision needs and changes made to Your Individualized Service Plan.
 - b. Residence staff will note in Your Individualized Service Plan and case management records if You exhibit disruptive or aggressive behavior or resist the provision of personal care services by Residence staff and include a plan for addressing such behavior or services.
3. Activities:
- a. The Operator will provide frequent individual and group activities which are geared toward individuals with special needs and which are meaningful to the all Special Needs Assisted Living Residents. This programming will be based upon initial and on-going historical and current interests, assessments, and observations.
 - b. The Operator will provide sufficient staff to ensure that activities programs are available throughout every day and evenings.
4. Food Service:
- a. The Operator will offer food to You, outside of usual meal times and in a manner that is acceptable to You and appropriate for Your functional abilities, preferences and needs. Your Individualized Service Plan will reflect these needs and preferences.
 - b. To ensure Your optimal food intake at mealtimes, unless contrary to the physician's orders, prescribed nutritional supplements will be provided to You between and not at the same time as scheduled meals.
5. Community-Based Individual and Agency Linkages:
- a. The Operator will undertake initial and on-going efforts to establish community-based individual and agency linkages and contacts, specific to the Your needs.

Staffing Levels:

The Operator will employ sufficient staff on all shifts to supervise You and respond to Your needs. At a minimum, this will include:

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1. Additional coverage, as determined to be necessary and documented by Your medical evaluation, or otherwise by Your attending physician and/or Individualized Service Plan.
2. At all times the Operator will provide at a minimum sufficient home health aide staff to meet Your care needs.

Training:

The Operator will employ individuals who are appropriately trained, experienced, licensed and/or certified, if applicable, to care for You. In addition to the training required by the Department of Health, home health aides will receive training in first aid and medication assistance, and will be thoroughly oriented to procedures to be followed in emergency situations, as approved by the Department.

Environmental Modifications:

The Operator will provide the following design features to protect Your health, safety and welfare:

1. An automatic sprinkler system throughout the building;
2. A supervised smoke-detection system throughout the building, including all bedrooms;
3. A fire protection system directly connected to the local fire department, or to a 24-hour attended central station;
4. Handrails on both sides of all Resident-use corridors and stairways;
5. A centralized emergency call system in all bedrooms, easily reachable from bedside, and in all Resident-use toilet and bathing areas, easily reachable from each fixture;
6. Smoke barriers to divide each floor into at least two smoke compartments; neither of which should exceed 100 feet in length.
7. Bedrooms limited to single or double occupancy;
8. Minimum corridor widths of 60 inches; and
9. Minimum door widths of 32 inches to assure wheelchair accessibility.
10. A delayed egress system on all outside exit doors with alarms to a centralized system.
11. Window stops permitting opening to a maximum of four (4) inches.

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