ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between

Good Shepherd Fairview Home (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 **Good Shepherd Fairview Home** located at **80 Fairview Ave Binghamton, NY 13904**.

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.

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NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 6 / 14 / 19

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR # 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 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)

Good Shepherd Fairview Home
EALR #1

- Services to be provided in the Enhanced Assisted Living Residence:
    - Ostomies; Colostomy Care, Ileostomy care, Nephrostomy care
    - Chronic assistance of 1 person (or 2 persons as long as the resident is Medically stable and determine need on a case by case basis) for ADL's, transferring and ambulation.
    - Closed Drain Systems; Jackson-Pratt Drain, Hemovac
    - Urinary catheter care; Indwelling Catheters, Suprapubic Catheters
    - Wound/Skin care
    - Enemas administered by Licensed Staff
    - Respiratory treatments; Assistance with Nebulizers, Assistance with Oxygen Tanks, Oxygen Concentrators, Assistance with CPAP and BiPap Machines
    - Medication Administration by Licensed Staff

- Staffing Levels:
    - Executive Director
    - Full-Time ALR Administrator
    - Full-Time Case Manager
    - Full-Time RN Coordinator
    - Full-Time Director of Therapeutic Recreation
    - Therapeutic Recreation leaders-7 days per week
    - PCA/HHA- Aide staffing levels on the unit are as follows; 11 pm-7am shift-2 aides; 7am-3pm shift 3 aides; 3pm-11pm shift-3 aides
    - LPN-Per Diem
    - Housekeeping 7 days per week
    - Dietary staff 7 days per week
    - Dietary Consultant

- Staff Qualifications relevant to serving persons in the Enhanced Assisted Living Residence:
    - Education and work experience of the Administrator, Case Manager and Therapeutic Recreation Director meets the criteria DOH §487.9 (c) (d) (e)., 1001.11 (1)
    - Nurses are licensed by the New York State of Education Office of the Professions
    - PCA, HHA - Each receiving 40 hours of training, 12 hours in-service annually, first aid certification
    - Housekeepers
    - Dietary staff

- Any environmental modifications that have been made to protect the health, safety, and welfare of persons in the Residence include:
    - A NFPA13 automatic sprinkler system throughout the building.
    - A supervised smoke-detection system throughout the building, including all bedrooms.

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- Fire protection systems directly connected to both the local fire department, and a 24 hour attended central station.
- Handrails on both sides of all resident-use corridors and stairways.
- 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.
- Smoke barriers to divide each floor into at least two smoke compartments, neither of which has corridors exceeding 100 feet in length.
- All bedrooms are limited to single or double occupancy.
- Minimum corridor widths are 60 inches.
- Minimum door widths are 32 inches to assure wheelchair accessibility.

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