ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between BPCNY, Inc. ("the Operator"), ***(Insert Name of Resident)*** (the "Resident" or "You"), and ***(Insert name of Resident's Representative)*** (the "Resident's Representative"), and ***(Insert Name of Resident's Legal Representative)*** (the "Resident's Legal Representative"). Such Residency Agreement is dated ***MM/DD/YYYY***.

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 Addendum. 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 1715 Castle Gardens Rd., Vestal, NY 13850.

II. Physician Report. You have submitted to the Operator a written report from Your physician which states that:

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residency; 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 Appendix #1 and made part of this Addendum 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 a 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 New York State Mental Hygiene Law,

the Operator will initiate proceedings for the termination of Your Residency 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 Article 28 of New York State Public Health Law or Articles 19, 31, or 32 of Mental Hygiene Law; AND

c. The Operator agrees to retain You as a Resident and to coordinate the care provided by the Operator and the additional nursing, medical, or hospice staff you hire; AND

d. You are otherwise eligible to reside at the Residence.

VII Addendum 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:_____ _____

(Signature of Operator/Operator's Representative)

EALR APPENDIX 1

ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING RESIDENTS

I. Services to be Provided

The following services will be available to the Residence's Enhanced Assisted Living Residents:

(Check all that apply)

☒ Diabetic: Insulin Injections/Blood Glucose Monitoring.

☒ Incontinence Management.*

☒ Indwelling Foley catheter care.

☒ Eye Drops.

☒ Ear Drops.

☐ Other/Additional (*Type in box below)*

Oxygen therapy	Ostomy care
Blood pressure checks	Enema administration
Nebulizer treatment	Suprapubic catheter care
Treating skin tears and abrasions	Transdermal patch application
Temperature monitoring	Pulse monitoring
Respiration monitoring	Rectal Suppositories
PRN Administration for residents unable to express the need for medication	

**All services will be performed by a licensed or registered nurse, except for those denoted with an asterisk *, which may be provided by our care staff.*

II. Staffing Levels

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents' needs. The enhanced program will be staffed with personal care aides, home health aides and registered nurses to provide supervision and meet the needs of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is a comprehensive activities program with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

III. Staff Education and Training

Resident Care Aides, home health aides and registered nurses will be provided specialized training to respond to the enhanced needs of Residents. These trainings will be provided by a Registered Nurse (licensed in the State of New York) who has experience in Adult Education/Learning.

IV. Environmental Modifications

Enhanced Assisted Living Residents reside throughout the facility. The entire facility is equipped with (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 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 exceed 100 feet in length, (7) all rooms are single or double occupancy, (8) all corridors are a minimum of 60 inches wide, and (9) all doors are at least 32 inches wide.