ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Eden Heights of Olean Operating LLC d/b/a Eden Heights of Olean, the "Operator" or the "Community",

_____ (the "Resident" or "You"),

_____(the "Resident's Representative", if any)

and _____ (the "Resident's Legal Representative", if any). 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 Eden Heights of Olean, located at 161 South 25ht Street, Olean, NY 14760

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.

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SW DATE 11 / 7 /2023

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:

- 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.

_____ _____

Resident's Signature Dated

_____ _____

Resident's Representative Signature Dated

_____ _____

Resident's Legal Representative Signature Dated

_____ _____

Operator or Designee's Signature Dated

APPROVED BY

DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE

NYSDOH REGIONAL OFFICE

INITIALS SW DATE 11 / 7 /2023

EALR # 1

Services

Eden Heights of Olean provides a range of settings designed to emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice as Residents' age in place. This includes meeting the Residents' social, spiritual, cultural and medical needs via their physician. All services provided in the Assisted Living Residence will also be provided in the enhanced unit, including, but not limited to, redirection and cueing for activities of daily living; and assistance with bathing, grooming, and dressing, if needed.

In addition to all of the assisted living services included in the basic ALR rate, our enhanced assisted living residence rooms offer a higher level of care that may become necessary for some Residents, as they age in place, who:

- Are unable to transfer or require the physical assistance of another person or persons to transfer
- Require a 2 person assistance of with transferring.
- Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- Have chronic unmanaged urinary or intermittent incontinence.
- Require a dressing change for an upstaged wound.

We will provide the following nursing services as ordered by a physician: eye drops, ear drops, approved DOH injections, indwelling Foley catheter care, condom catheter care, colostomy care, suprapubic catheter care, PRN medication administration, the taking of vitals such as temperature and blood pressure, finger stick testing of blood sugar levels, nebulizer treatments, oxygen care/nasal cannula, care related to those using an oxygen cylinder and concentrator, applications of medicated creams and ointments, skilled observations which need to be reported to a physician. We will also provide physical assistance to enable persons to transfer, (including a two-person assist). We will also provide turning and positioning for end of life care and intermittently as ordered by an outside agency/provider. In addition, we will provide care to residents with chronic unmanaged urinary incontinence. All of the services above are provided under our enhanced license and included in our enhanced assisted living care rate.

If additional nursing services are needed, a consultation with the Administrator, Case Manager, Resident's Physician, Resident and Resident's authorized family members will be held to determine if said services can be provided and the cost of such services. If any needed services are obtained through an outside home care agency, the rates for such services will be determined by the outside agency and paid for by the Resident. If the Resident requires transfer to another facility, Eden Heights of Olean will assist the Resident in transferring to a facility providing the appropriate level of care.

Staffing

Eden Heights of Olean provides sufficient numbers of qualified staff to provide for resident needs and to safely evacuate residents in case of emergency, in accordance with: the resident's medical evaluation and Individualized Service Plan; applicable professional standards of practice; and the requirements of law.

Our Case Manager coordinates any skilled nursing or medical care required for the resident in conjunction with their physician. LPN provides staff oversight, assistance with medications and resident care. Resident Aid provide personal care and assistance twenty-four hours a day.

Supervision appropriate based on census and resident needs and in no event less than the minimum required by law and regulation.

Environmental Modifications

The automatic sprinkler system is a wet pipe system and is NFPA 13 compliant;

The fire protection system is connected to the local fire department as well as Simplex central monitoring.