

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Brothers of Mercy Sacred Heart Home, Inc. d/b/a Brothers of Mercy Sacred Heart 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 Brothers of Mercy Sacred Heart Home located at 4526 Ransom Road, Clarence NY 14031.

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.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

- a. Physical assistance with mobility/ambulation to residents who chronically require the assistance of another person to: (1) walk; and/or (2) climb or descend stairs;
- b. Chronic assistance with medical equipment, such as oxygen equipment, nebulizers, and sleep apnea machines;
- c. Assistance with unmanaged urinary and/or bowel incontinence; and
- d. Skilled services, including:
 - a. Administration of eye drops/ointments;

- b. Administration of ear drops;
 - c. Administration of topical creams and lotions;
 - d. Administration of injectable medications;
 - e. Mechanical and thickened diets;
 - f. Catheter Care; and
 - g. Ostomy Care
- e. Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carry out the tasks that the resident requires. When at capacity, the staffing plan for the EALR will include the equivalent of at least five direct care aides available to residents of the EALR program per shift. The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program. At full capacity, the community will be staffed with a full time RN, and at least one LPN 24 hours per day.
- f. Enhanced Assisted Living Residents will reside throughout the Community. The entire facility is fully equipped with all of the necessary safety devices to protect the health, safety, and welfare of the persons in the Residence, including an automatic sprinkler system, a supervised smoke detection system, a fire protection system, handrails, and a centralized emergency call system.

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 time when 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 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)