

ATTACHMENT N
ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between Amberleigh New York LH, Inc. d/b/a The Amberleigh (the "Operator"), (the "Resident" or "You"), _____, (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 included in the Residency Agreement between the parties.

1. Enhanced Assisted Living Certification.

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living services at The Amberleigh located at 2330 Maple Road, Williamsville, NY 14221.

2. 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.

3. 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.

4. Specialized Programs, Staff Qualifications and Environmental Modifications

Included as **Attachment O** and made a part of this Agreement is a written description of:

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

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5. 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.

6. 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.

ADDENDUM AGREEMENT AUTHORIZATION

We, the undersigned, have read this Addendum Agreement, have received a duplicate copy thereof, and agree to abide to the terms and conditions therein.

Signatures on the next page.

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Dated

Signature of Resident

Dated

Signature of Resident's Representative

Dated

Signature of Resident's Legal Representative

Dated

Signature of Operator (of Operator's Representative)

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ATTACHMENT O
ENHANCED CARE SERVICES

1. Services to be provided in the Enhanced Assisted Living Residence (“EALR”):

The community will provide and/or coordinate services to allow for residents to age in place to the extent practical within the scope of services set forth in the residency agreement. Services will emphasize personal dignity, individual autonomy, independence, privacy and freedom of choice within a flexible setting by providing and/or coordinating supportive services if/when needed to accommodate a resident’s changing needs and preferences in order to allow such resident to remain in the community as long as the community is able, willing and authorized to accommodate those current and changing needs.

The community will not admit, retain or care for those individuals who require services beyond those that the community is permitted to provide. A resident shall be admitted and continue to reside and age in place within the EALR provided that the community, the resident’s physician, and, if applicable, the resident’s licensed or certified home care agency agree that the additional needs of the resident can be safely and appropriately met at the community.

a. Services available within the EARL include assistance with:

- Portable oxygen tanks
- Oxygen concentrators
- CPAP machines
- Blood glucose monitoring
- Insulin injections
- B-12 injections
- Urostomy care
- Foley catheter use
- Urinary drainage bags
- Incontinence care
- Dressing changes and wound care

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- Durable medical equipment including wheelchairs, walkers, hospital beds, etc.
 - Taking vital signs
 - Obtaining urine and stool samples
- b. If a resident reaches a point where he/she requires 24-hour skilled nursing care etc., the resident may remain at the community only if each of the following conditions is met:
- i. The resident hires appropriate nursing, medical or hospice staff to care for the resident's increased needs; AND
 - ii. The resident's physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, the resident 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
 - iii. The Operator agrees to retain the resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND
 - iv. The resident is otherwise eligible to reside at the Residence.
- c. The community shall not accept or retain any person who:
- Except as noted in detail above, is in need of continual (24 hour) medical or nursing care or supervision;
 - Suffers from a serious and persistent mental disability sufficient to warrant placement in a residential facility;
 - Requires health or mental health services which are not available or cannot be provided;
 - Causes, or is likely to cause, danger to him/herself or others;
 - Repeatedly behaves in a manner which directly impairs the well-being, care or safety of the resident or other residents, or which substantially interferes with the orderly operation of the facility;
 - Has a medical condition which is unstable and which requires continual skilled observation of symptoms and reactions or accurate recording of such skilled observations for the purposes of reporting to the resident's physician;
 - Refuses or is unable to comply with a prescribed treatment program, including but not limited to a prescribed medication regimen when such failure causes,

or is likely to cause, in the judgment of a physician, life threatening danger to the resident or others;

- Is chronically bedfast;
- Suffers from a communicable disease or health condition which constitutes a danger to other residents or staff; or
- Engages in alcohol or drug use, which results in aggressive, destructive and/or disruptive behavior.

2. Staffing for EALR:

The community will provide or arrange for 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 the law.

Based on resident needs staffing may include:

- On-site nurse at least 112 hours per week to oversee the EALR and Special Needs ALR services
- Staffing will be in accordance with regulatory requirements, with additional staffing as necessary to meet the needs of all EALR residents.

3. Staff education, training and work experience:

The Community's interview process targets applicants with experience working with the seniors in an assisted living environment. Candidates must have the desire to understand the needs of the community's resident population and possess a patient demeanor. Orientation will include State regulations, all of the community's policies and procedures, and specialized training.

Resident Care Aide/Home Health Aide Trainees participate in medication training and are tested for comprehension and retention. Trainees also shadow for a minimum of 40 hours before taking a supervised test. Staff is constantly observed and evaluated by supervisors. Additionally, on-the-job training is implemented on a regular basis. All policies and procedures are designed to reflect the highest quality of resident care.

4. Environmental modifications that have been made to protect the health, safety and welfare of residents:

Sprinkler systems include coverage of resident room bathrooms, resident room closets and attic spaces throughout the building.

The community's call system includes pull cords in every resident apartment living space and bathroom.

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