

Legacy at Cranberry Landing

Residency Agreement Addendum

Enhanced Assisted Living Residency (EALR)

This is an addendum to a residency agreement made between Rochester Operating Company, LLC (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 Certification

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living services at Legacy at Cranberry Landing located at 300 Cranberry Landing Drive, Rochester, New York 14609.

II. Physician Report

You have submitted to the operator a written report from your physician which states:

- a. Your physician has physically examined you within the last month prior to your admission into an 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 that you become a resident in the Enhanced Assisted Living residence and the operator has accepted such request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR Exhibit I and made part of this agreement is a written description of:

- a. Specialized services to be provided in the EALR program
- b. Staffing levels

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- c. Staff education, training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs
- d. Any environmental modifications that have been made to protect the health, safety and welfare of residents

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 be a point in which 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 in which you are in need of a higher level of care than that which the Residence can offer, the operator will initiate proceedings for the termination of this agreement and discharge you from the 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 service 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 a 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 agreement addendum, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Resident Signature

Date

Resident Representative Signature

Date

Legal Representative Signature

Date

Operator or the Operator's Representative

Date

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EALR EXHIBIT I

Enhanced Assisted Living Residence (EALR)

The Residence's unique program offers a comfortable home-like setting accompanied by secure and individually-tailored assistance with care. The Residence provides dignified support and offers an affordable alternative to nursing home care.

Enhanced Assisted Living Services Include:

- **Specialized Care Staff**
The Residence's Enhanced homes are staffed by professional nurses and Resident Care Aides. Enhanced services offer a higher staff-to-resident ratio to provide greater care-giver availability than traditional assisted living.
- **Diabetic Care Management**
The Enhanced Care program offers Blood Glucose monitoring and Insulin injections by licensed nursing professionals.
- **Assistance with Ambulation, Physical Transfer, and Incontinency Management**
- **Medical Equipment Management**
The knowledgeable Enhanced Care Staff is able to offer assistance with complex medical equipment including mechanical lifts, oxygen, transfer aids, chair/bed alarms, wheelchairs, walkers, Foley catheters, ostomy supplies, CPAP machines and glucometers.

The Enhanced Assisted Living Residence at The Residence has 26 residencies and is minimally assigned two personal care aides with the support of case managers, activities personnel, administrators and nurses.

Staff Training

All employees of The Residence are fully instructed during orientations and routine in-services on the delivery of proper care for residents.

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