ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between **Amber Court of Westbury II, LLC**, (the "Operator"), _____, 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 Certification

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at **Amber Court of Westbury (The Alcove at Amber Court)** located at **3400 Brush Hollow Road, Westbury, NY 11590.**

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 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

Services to be provided in the EALR include:

- Physical assistance with mobility/ambulation to residents who chronically require the assistance of another person to: (1) transfer; (2) walk; and/or (3) climb or descend stairs;
- Assistance with chronic unmanaged urinary or bowel incontinence;
- Assistance with medical equipment; and
- Nursing services, including:
    - Medication administration including eye drops and oral PRN medications
    - Routine skin care including the application of creams and lotions
    - Superficial wound treatment and dressing changes
    - Physical assistance with feeding
    - Vital signs/bowel sounds/lung sounds
    - Ear drops or ear lavage
    - Injections (e.g., Insulin and Epogen)
    - Superficial wound treatment
    - Dressing changes
    - Ostomy care
    - Catheter care
    - Suppositories/Enema
    - PRN medication administration
    - Skilled observations which need to be reported to a physician
    - Hoyer Lift
    - Transfer Belts
    - Diabetic – Insulin injections/BGTs
    - Other injections: Epogen and Lovenox
    - Max Assist w/ ADLs/Dressing
    - Incontinence Program (management)

Please note, we are unable to accommodate individuals who have a communicable disease that is a danger to other residents or staff. These conditions might not appear on the medical evaluations completed by outside medical personnel and are withheld from our staff.

Amber Court uses a "Tiered" level of care for its need classification.

- **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 two direct care aides dedicated 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. The EALR program will adhere to the required staffing ratio of at least one aide per 40 residents.**
- **Resident Care Aides will be provided specialized training to respond to the enhanced needs of Residents. These trainings will be provided by a licensed nurse. Staff education and training work experience will be dependent on the level of care that the staff is assigned to complete. These include:**
  1. **Level of care commensurate with the Adult Home staff requirements;**
  2. **Level of care for higher acuity residents whose training is commensurate with Home Health Aide certification.**
  3. **Initial orientation which includes the basic concepts of Assisted Living, age related changes, the concept of aging in place, documentation, promoting a home-like environment, resident rights, and functions to be completed.**
  4. **Continued mandatory inservices throughout the year that review the fundamental principles and skills necessary to assist aging frail elderly seniors who may have cognitive and physical impairment and dementia. The inservices are designed to promote and improve the qualifications of each staff member.**
- **In addition, skilled nursing tasks will be performed by a Licensed Home Care Services Agency.**
- **The facility is fully equipped with all the necessary safety devices 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.

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)