ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum ("Addendum") to a Residency Agreement made between Inspir Carnegie Hill, LLC d/b/a Inspir Carnegie Hill (the "Operator"), _____ (the "Resident" or "You"), _____ (the "Resident's Representative"), and _____ (the "Resident's Legal Representative"). The 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 the 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 Inspir Carnegie Hill located at 1802 Second Avenue, New York, New York 10128.

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. Assistance with unmanaged urinary incontinence; and

c. Skilled services, including:

i. Physical assistance with feeding (if resident is self-directing, performed by an HHA, if resident is not-self directing, performed by an LPN or RN);

ii. Routine skin care, including the administration of topical creams and lotions;

iii. Administration of ear drops;

iv. Administration of eye drops/ointments;

v. Administration of nasal sprays;

vi. Administration of injectable medications;

vii. Simple dressing changes;

viii. Catheter care, such as Foley, Condom and Suprapubic;

ix. Ostomy care for ostomies that have achieved normal function;

x. PRN medication administration;

xi. Medication administration, including nebulizer;

xii. Assistance with management of medical equipment, including oxygen equipment such as nasal cannulas, concentrators and portable oxygen;

xiii. Performing simple measurements and test to routinely monitor medical conditions, including taking vital signs;

xiv. Skilled observations which need to be reported to a physician.

d. 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 one (1) direct care aide available to each eight (20) residents of the EALR program per shift (i.e. a direct care aid to EALR resident ratio of 1:20). The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program. The Community is staffed with one (1) full time RN (40 hours per week) and at least one LPN twenty-four hours per day, seven days a week.

e. 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)

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SZ DATE 10/23/20

Dated: _____

_____
(Signature of Operator or Operator's Representative)

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