The Eastern Star Home & Campus
Oriskany, NY

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO THE RESIDENCY
AGREEMENT

This is an addendum to a Residency Agreement made between:

Eastern Star Home (the "Operator")

8290 State Route 69
PO Box 959
Oriskany, New York 13424
Telephone: 315-736-9311
Fax: 315-736-3047

"THE RESIDENT" (or "You"):

Name: _____

Address: _____

_____

Telephone: _____

THE "RESIDENT'S REPRESENTATIVE":

Name: _____

Address: _____

_____

Telephone: _____

and

THE "RESIDENT'S LEGAL REPRESENTATIVE":

Name: _____

Address: _____

_____

Telephone: _____

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS _____ DATE 7/11/19

Such Residency Agreement is dated _____, 20__.

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 Eastern Star Home located at 8290 State Route 69, Oriskany, New York 13424.

II. Physician Report

You have submitted to the Operator a written report from Your physician, which report states that:

1. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residence, and

2. 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

Attached as EALR # 1 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 work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

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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:

1. You hire appropriate nursing, medical, or hospice staff to care for Your increased needs; AND

2. 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

3. 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

4. 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: _____ 20 ___ _____
(Signature of Resident)

Dated: _____ 20 ___ _____
(Signature of Resident's Representative)

Dated: _____ 20 ___ _____
(Signature of Resident's Legal Representative)

Dated: _____ 20 ___ _____
(Signature of Operator or Operator's Representative)

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Exhibit E ALR # 1

Eastern Star Home

Addendum to the Residency Agreement

Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized Services:

The Operator will provide a comprehensive and coordinated program of specialized services to regularly observe and assess - in a professional, respectful, competent, and timely manner – Your need for these specialized services in the Residence.

Specialized services are defined as:

- the use of gait belts
- assistance with transfers or ambulation
- assistance with medical equipment such as: glucometers, nebulizers, oxygen and/or C-PAP (continuous positive airway pressure)
- assistance with unmanaged incontinence
- colostomy/urostomy care
- urinary catheter care

Specialized nursing services would include:

- skilled nursing assessment
- dressing changes
- administration of injections
- administration of PRN medications
- lung or bowel auscultation
- instillation of eye drops, ear drops, and/or nasal sprays
- application of topical medications
- administration of rectal suppositories or enemas
- medication administration with vital sign parameters
- skilled observations which need to be reported to a physician

1. Supervision:

   a. The Operator will maintain knowledge of Your general whereabouts.

   b. If You are absent from the Residence and Your whereabouts are unknown, the Operator will:

      i. Undertake immediate efforts to locate You;

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ii. Notify the Police and the Department of Health's regional office; and

iii. Notify Your family and representative, unless a different arrangement was agreed to in the Residency Agreement.

2. Case Management:

a. The Operator will assist You to maintain family ties by assisting Your family and representatives to:

i. adjust to and remain involved with Your initial placement and continued residence at the Residence;

ii. establish, operate, and maintain individual and collective methods or recommendations for change or improvement in Residence operations and programs regarding both individual and congregate Resident-related issues; and

iii. remain active in Your care planning and remain informed in a timely manner about significant issues regarding Your care, supervision needs and changes made to Your Individualized Service Plan.

b. Residence staff will note in Your Individualized Service Plan and case management records if You exhibit disruptive or aggressive behavior or resist the provision of personal care services by Residence staff and include a plan for addressing such behavior or services.

3. Activities:

a. The Operator will provide frequent individual and group activities which are geared toward individuals with Enhanced needs and which are meaningful to all the Enhanced Assisted Living Residents. This programming will be based upon initial and on-going historical and current interests, assessments, and observations.

b. The Operator will provide sufficient staff to ensure that activities programs are available throughout every day and evening.

c. Weather permitting, You will have the opportunity to, and be encouraged to, go outdoors each day with appropriate and sufficient supervision.

4. Food Service:

a. The Operator will offer food to You outside of usual meal times and in a manner that is acceptable to You and appropriate for Your functional abilities, preferences and needs. Your Individualized Service Plan will reflect these needs and preferences.

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5. Community-Based Individual and Agency Linkages:

   a. The Operator will undertake initial and on-going efforts to establish community-based individual and agency linkages and contacts, specific to Your needs.

Staffing Levels:

The Operator will employ sufficient staff on all shifts to supervise You and respond to Your needs. At a minimum, unless waived by the Department of Health, this will include:

1. Resident Care Aide (RCA) and/or Home Health Aide (HHA) staff to provide direct care and assistance with medications on all shifts as needed to meet the needs of the residents; and

2. A registered professional nurse on-call and available for consultation 24 hours per day, seven days a week, if not available on-site; and

3. Additional nursing coverage, as determined to be necessary and documented by Your medical evaluation, or otherwise by Your attending physician and/or Individualized Service Plan.

Training:

The Operator will employ individuals who are appropriately trained, experienced, licensed and/or certified, if applicable, to care for You.

1. All staff will receive an initial orientation to their respective position, duties, responsibilities, and Eastern Star Home policies, procedures, and standards.
2. Resident Care Aides (RCA's) will receive a minimum of 40 hours of training to include general facility orientation, personal care duties, and, if applicable, medication assistance.
3. Currently certified Home Health Aides (HHA's) will receive a general facility orientation plus and additional facility specific training required to supplement their HHA training.
4. In addition to the training required by the Department of Health, some home health aides and nurses may receive training in first aid and medication assistance, and all will be thoroughly oriented to procedures to be followed in emergency situations, as approved by the Department.

Environmental Modifications:

The Operator will provide the following design features to protect Your health, safety and welfare:

1. An NFPA13 automatic sprinkler system throughout the building;

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2. A supervised smoke-detection system throughout the building, including all bedrooms, which is directly connect to and monitored by the local fire department;

3. A fire protection system directly connected to a 24-hour attended central station;

4. Handrails on both sides of all Resident-use corridors and stairways;

5. A centralized emergency call system in all bedrooms, easily reachable from bedside, and in all Resident-use toilet and bathing areas, easily reachable from each fixture;

6. Smoke barriers to divide each floor into at least two smoke compartments; neither of which have corridors exceeding 100 feet in length;

7. Bedrooms limited to single or double occupancy;

8. Minimum corridor widths of 60 inches; and

9. Minimum door widths of 32 inches to assure wheelchair accessibility.

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