

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM TO THE RESIDENCY AGREEMENT

This is an Addendum to the Residency Agreement (“Addendum”) made by and between WW Manlius Operator, Inc. d/b/a Brookdale Manlius (the “Operator,” “us,” “we” or “our”) , (the “Resident,” “you” or “your”), _____ (the “Resident’s Representative”) and (the “Resident’s Legal Representative”). Such Residency Agreement is dated March 1, 2019.

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 CERTIFICATES

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living located at 100 Flume Road, Manlius, NY 13104-2459 (the “Community”).

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

Services to be provided in the EALR include:

- Oxygen therapy
- Blood pressure checks
- Indwelling catheter care
- Nebulizer treatment
- Treating skin tears and abrasions
- One and two-person transfers
- Blood glucose monitoring

- Ostomy care
- Insulin administration
- Enema administration
- Foley catheter care
- Suprapubic catheter care
- Transdermal patch application
- Temperature, pulse and respiration monitoring
- Care of casts, braces, splints
- Enteral feeding via peg tube

Staffing levels will be maintained in compliance with all applicable laws and regulations and will be adjusted to meet the acuity needs of Residents enrolled in the enhanced program. The staffing plan includes the presence of a licensed Registered Nurse who will be on premises for a minimum of 40 hours per week with additional nursing coverage provided by a licensed LPN.

Resident Care Aides will be provided specialized training to respond to the enhanced needs of Residents. These trainings will be provided by a Registered Nurse (licensed in the State of New York) who has experience in Adult Education/Learning.

Enhanced Assisted Living Residents reside throughout the facility. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for resident safety.

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 Personal 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.

Signature of Resident	Date
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Signature of Resident's Representative	Date
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Signature of Resident's Legal Representative	Date
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For Operator	Title	Date
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