

**BRAEMAR LIVING AT MONTEBELLO
ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Braemar Montebello LLC d/b/a Braemar Living at Montebello (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 Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at Braemar Living at Montebello located at 250 Lafayette Ave., Montebello, NY 10901.

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:

- a. Assistance with medical equipment; and
- b. Nursing services, including:
 - i. Medication administration including eye drops and oral PRN medications;
 - ii. Routine skin care (the application of creams and lotions);
 - iii. Superficial wound treatment and dressing changes;
 - iv. Skilled observations which need to be reported to a physician;
 - v. Injections;
 - vi. Catheter Care; and
 - vii. Colostomy care.
- c. Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents’ needs. The enhanced program will be staffed with personal care aides and nurses to provide supervision and meet the needs of Residents at all times. There is a comprehensive activities program with an activities staff that plans and conducts activities designed to promote Residents’ activity in the Residence.

The staffing plan will be adjusted to meet the acuity needs and census of residents enrolled in the enhanced program. Hudson Valley Home Health Care will conduct assessments for EALR residents, if needed.

- d. A resident of enhanced assisted living may receive services provided by staff directly employed by the enhanced assisted living residence or by a licensed home care agency. Hudson Valley Home Health Care, LLC, which operates an Article 36 Licensed Home Care Services Agency, will provide health care services to the EALR resident such as:
 - i. Skilled nursing service; and
 - ii. Home Health Aide services.
- e. Braemar Montebello LLC will provide services including, but not be limited to:
 - i. Monitoring and supervision;
 - ii. Personal Care;
 - iii. Medication management.
- f. 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 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)