

## **ENHANCED ASSISTED LIVING RESIDENCE**

### **ADDENDUM TO RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Church Aid of the Protestant Episcopal Church in the Town of Saratoga Springs d/b/a Home of the Good Shepherd at Highpointe (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 Home of the Good Shepherd at Highpointe, located at 26 Rock Rose Way, Malta, New York 12020.

#### **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**

Attached as EALR Appendix # 1 and made a part of this Agreement is a written description of:

- 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.

#### **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.

*(Signature page follows)*

**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.

|       |                       |
|-------|-----------------------|
| _____ | _____                 |
| Date  | Signature of Resident |

|       |                                        |
|-------|----------------------------------------|
| _____ | _____                                  |
| Date  | Signature of Resident's Representative |

|       |                                              |
|-------|----------------------------------------------|
| _____ | _____                                        |
| Date  | Signature of Resident's Legal Representative |

|       |                                                    |
|-------|----------------------------------------------------|
| _____ | _____                                              |
| Date  | Signature of Operator or Operator's Representative |

## EALR APPENDIX # 1

### ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING RESIDENTS

#### I. Services to be Provided

The following services will be available to the Residence's Enhanced Assisted Living Residents:

- ☒ Physical assist with transfer including assistance in the use of a transfer belt or mechanical lift.
- ☒ Physical assist with ambulation.
- ☒ Physical assist with feeding.
- ☒ Diabetic: Insulin Injections/Blood Glucose Tests.
- ☒ Incontinence Management.
- ☒ Foley catheter.
- ☒ Eye Drops.
- ☒ Ear Drops.
- ☒ Other/Additional (*see below*)

We will provide the following nursing services as ordered by a physician: eye drops, injections, urinary catheter insertion and removal, indwelling catheter care, condom catheter care, urostomy care, colostomy care, suprapubic catheter care, nephrostomy tube care, PRN medication administration, the taking of vitals such as temperature and blood pressure, finger stick testing of blood sugar levels, nebulizer treatments, oxygen care/nasal cannula, applications of medicated creams and ointments, wound care (including cleansing/irrigation with soap and water or normal saline per physician order; application of prescribed topical medications; dry sterile dressing changes; monitoring and assessment for signs of infection; and RN-supervised documentation and physician reporting of wound status), physical assist with feeding, skilled observations which need to be reported to a physician and any other services consistent with Home of the Good Shepherd's licensure. We will also provide physical assistance to enable persons to transfer, walk and climb or descend stairs (including a two-person assist). In addition, we will provide care to residents with chronic unmanaged urinary or bowel incontinence. All of the services above are included in the enhanced rate.

If additional nursing services are needed, a consultation with the Administrator, Case Manager, Resident's Physician, Resident and Resident's authorized family members will be held to determine if said services can be provided and to determine the cost of such services. If any services needed are obtained through an outside home care agency, the rates for such

services will be determined by the outside agency and paid for by the Resident. If the Resident requires transfer to another facility, Home of the Good Shepherd will assist the Resident in transferring to a facility providing the appropriate level of care.

## **II. Staffing Levels**

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, Licensed Practice Nurses (LPNs), and Registered Nurses (RNs) to provide supervision and meet the needs of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is a comprehensive activities program with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

## **III. Staff Education and Training**

Each one of the Home of the Good Shepherd's personal care aides, home health aides and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility impairments and, for licensed staff, delivering the available nursing services detailed in Section I of this Addendum.

## **IV. Environmental Modifications**

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