

ENHANCED ASSISTED LIVING RESIDENCE (EALR) ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between Ingersoll Adult Home, Inc. (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 sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. 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 Ingersoll Place, 3359 Consaul Road, Schenectady, NY 12304.

II. Physician Report

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

- a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residency; 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, and the Operator has accepted your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- a. Services to be provided in the Enhanced Assisted Living Residence;
- b. Staffing Levels;
- c. Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; and
- d. Any environmental modifications that have been made to protect the health, safety and welfare of persons in the EALR 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 Ingersoll Place. 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 a 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 New York State Mental Hygiene Law, the Operator will initiate proceedings for the termination of Your Residency 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 at Ingersoll Place, and would not require placement in a hospital, nursing home or other facility licensed under Article 28 of New York State Public Health Law or Articles 19, 31, or 32 of Mental Hygiene Law; AND
- c. The Operator agrees to retain You as a Resident and to coordinate the care provided by the Operator and the additional nursing, medical or hospice staff you hire; AND
- d. You are otherwise eligible to reside at Ingersoll Place.

VII. Addendum Authorization

We, the undersigned, have read this Addendum, 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/Operator's Representative)

EALR Appendix #1

I. Services to be Provided

The following services will be available to Ingersoll Place's Enhanced Assisted Living Residents:

- a. Assistance with oxygen/oxygen equipment
- b. Incontinence Management
- c. Dressing changes / wound care
- d. Urinary Catheterization and Catheter 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, Home Health Aides, Licensed Practical Nurses and Registered Nurses to provide supervision and meet the needs of the 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 at Ingersoll Place.

III. Staff Education and Training

Ingersoll Place's Personal Care Aides, Home Health Aides, Licensed Practical Nurses and Registered Nurses receive a comprehensive, 40-hour, initial training on effectively and respectfully meeting the needs of persons living under our EALR license. The training includes methods on assisting with all services described in Section I above. All staff also receive monthly in-service training.

IV. Environmental Modifications

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