(a) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel, (b) have chronic unmanaged urinary or bowel Incontinence, or (c) require direct nursing care

7. Enhanced Assisted Living Care may also be provided to certain individuals who desire to continue to age in pace in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Rules of the Residence

Outlined in Exhibit XI. and made a part of this Agreement are the Rules of the Residence. By signing this agreement, You and Your representatives acknowledge receipt of the Ingersoll Place Resident Handbook as the "Rules of the Residence".

XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative

A. You, or Your Representative or Legal Representative to the extent specified in this Agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid or other third party coverage.

4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.

5. Informing the Operator promptly of change in health status, change in physician, or change in medications.

6. Informing the Operator promptly of any change of name, address and/or phone number.

XIII. Termination and Discharge

This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;

2. Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;

(a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or (b) chronically require the physical assistance of another person in order to walk; or (c) chronically required the physical assistance of another person to climb or descend stairs; or (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or (e) have chronic unmanaged urinary or bowel incontinence.

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EALR #1

I. Services to be provided in the Enhanced Assisted Living Residence include but are not limited to:

a. Assistance with oxygen/oxygen equipment
b. Management of incontinence
c. Nursing Needs including:
    i. Catheter Care
    ii. Dressing changes/wound care

II. Staffing Levels – the minimum staffing levels in the Enhanced Assisted Living Residence are as follows:

Resident Care Director/RN – Full-time Weekdays 8a-4p on call 24-7

b. DAY SHIFT (7a-3p)
    i. LPN
    ii. 1 Home Health Aide (HHA)
c. EVENING SHIFT (3p-11p)
    i. LPN
    ii. 1 Home Health Aide (HHA)
d. NIGHT SHIFT (11p-7a)
    i. 1 Home Health Aide (HHA)
    ii. 1 LPN

III. Staff Education, Training and Work Experience
    a. Licensed RN
    b. Licensed Nurses (LPNs)
    c. Home Health Aides with active certifications
    d. 12-month in-service training program for all staff
    e. 40-hour initial orientation program for all HHAs
    f. Ingersoll Place is a member in good standing of the Empire State Association for Assisted Living

IV. Environmental Modifications Made to Protect the Health, Safety and Welfare of persons in the Enhanced Assisted Living Residence:
    a. NFPA-13 sprinkler system for entire building
    b. Smoke detectors throughout residence including in each resident room
    c. Smoke barriers
    d. Emergency call system

EALR #1

I. Services to be provided in the Enhanced Assisted Living Residence include but are not limited to:

a. 1 person Transfer assistance
b. 1 Person assistance with ambulation
c. Assistance with oxygen/oxygen equipment
d. Management of incontinence
e. Nursing Needs including:
    i. Catheter Care
    ii. Dressing changes/wound care

II. Staffing Levels – the minimum staffing levels in the Enhanced Assisted Living Residence are as follows:

Resident Care Director/RN – Full-time Weekdays 8a-4p on call 24-7

b. DAY SHIFT (7a-3p)
    i. LPN
    ii. 1 Home Health Aide (HHA)
c. EVENING SHIFT (3p-11p)
    i. LPN
    ii. 1 Home Health Aide (HHA)
d. NIGHT SHIFT (11p-7a)
    i. 1 Home Health Aide (HHA)
    ii. 1 LPN

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