

**ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Gurwin Jewish Fay J. Lindner Residences (the "Operator"), _____, (the "Resident or You"), _____, (the "Resident's Representative"), and _____, (the "Resident's Legal Representative") for residency in a Private [] or Semi- Private [] Room. 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.

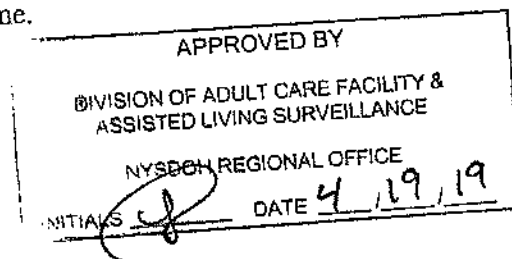
I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at 50 Hauppauge Road, Commack, New York 11725.

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.



APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYS DOH REGIONAL OFFICE	
INITIALS <u> <i>JS</i> </u>	DATE <u> 4.19.19 </u>

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. The Operator has conducted a preadmission interview or reviewed and revised your existing Individualize Services Plan (ISP) to determine that you are eligible for the EALR, which is maintained in the resident fee.

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.

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)

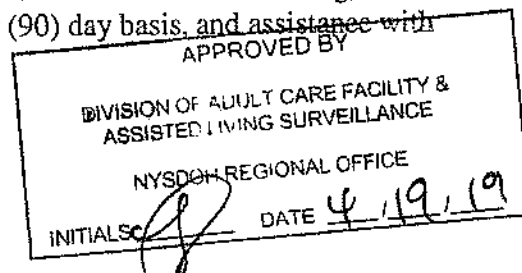
APPROVED BY	
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
NYSDOH REGIONAL OFFICE	
INITIALS <u> <i>JP</i> </u>	DATE <u> 4 </u> / <u> 12 </u> / <u> 09 </u>

EALR Appendix # 1

Services to be provided in the Enhanced Assisted Living Residence

The following services will be available in the Enhanced Assisted Living Residence:

- Physical assistance with mobility (ambulation; one person assist with transferring, two person assist with transferring on a temporary, ninety (90) day basis, and assistance with climbing and descending stairs);
- Physical assistance with medical equipment
- Administration of topical creams and lotions
- Administration of ear drops;
- Administration of eye drops/ointments;
- Administration of injectable medications;
- Dressing changes and Wound care;
- Colostomy and Urostomy care;
- Urinary catheter-cleansing the insertion site, emptying and changing the drainage bag;
- Nebulizer treatments;
- Enteral Feeding;
- Lung auscultation;
- Bowel auscultation;
- Suppositories;
- Enemas;
- Assistance with unmanaged incontinence;
- Assistance with continuous use of oxygen;
- Periodic, ongoing assessment by a registered nurse; and
- Direction of PRN medications by registered nurse.



Staffing levels

Staffing levels in the Enhanced Assisted Living Residence will comply with all applicable laws and regulations and will be adjusted to meet the care needs of Residents enrolled in the enhanced program. The operator employs certified Home Health Aides and nurses to provide supervision and meet the needs of residents at all times. A comprehensive activities program with activities staff that plan and conduct meaningful programs keeps all residents active in the residence.

Gurwin Jewish~Fay J. Lindner Residences is approved under its EALR license for 59 EALR beds. When at full capacity, the staffing plan in the ALR/EALR for each day includes one registered nurse Monday through Friday, six home health aides from 7 a.m. through 11 p.m. each day; three home health aides from 11 p.m. through 7 a.m. each day; one licensed practical nurse onsite twenty-four (24) hours a day; and at least one medication aide onsite twenty four (24) a day. Although the medication aides and Registered Nurses serve all residents in the community, they are available to meet the needs of the EALR residents.

Staff Education and Training, Work Experience, and Professional affiliations

Each one of the Residence's 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 and, for our licensed staff, delivering the available nursing services, which are listed in section I. above. In-service training is done annually on direct care skills competencies and medication administration.

Environmental Modifications

Residents of the Enhanced Assisted Living Residence live throughout the facility. To protect resident safety, the entire facility is equipped with: an automatic sprinkler system, supervised smoke detection system, smoke corridors, an emergency call system in resident rooms and bathrooms, and handrails.

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