

ENHANCED ASSISTED LIVING RESIDENCE ADDENDUM

This is an addendum to a Residency Agreement made between New Ivy Lodge LLC d/b/a Ivy Lodge (the “Operator”), NAME (“the resident” or “you”), and NAME (the “resident’s representative”), and NAME (the “Resident’s Legal Representative”). Such Residency Agreement is dated MM/DD/YYYY.

This addendum adds new sections and amends only the sections specified in the 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 Certification

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at 108 Main Street, Saugerties, NY 12477.

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 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

A. Services

The following services will be available to the Residence’s Enhanced Assisted Living Residents: (Check all that apply)

- ☐ Physical assist with transfers.
- ☐ Physical assist with ambulation.
- ☐ Diabetic: Insulin Injections/Blood Glucose Tests.
- ☐ Incontinence Management.
- ☐ Eye Drops.
- ☐ Other/Additional (Type in box below)

B. Staffing

There is typically one LPN or certified Home Health Aide trained to be able to provided needed services on site 16 hours per day, seven days a week. There is a Registered Nurse (RN) in the building or available on call 24/7 as needed to provide scheduled nursing services and oversight. In addition, our Care Manager, Activity, Maintenance, Food

Service and Executive Director staffing is designed to meet the needs of the residents and the requirements of the Department of Health.

For purposes of safety in case of an emergency, there are typically no fewer than 2 staff overnight, 4 during the evening and 6 during the day available to assist residents in evacuation. Staff will be assigned over the 24 hour period to meet all the residents care needs in accordance with the resident's medical evaluation and individualized care plan, with a calculation of no less than one-hour per resident day for Assisted Living Residents, 2 hours per resident day for either Special Needs or Enhanced Assisted Living Residents.

C. Staff Training

RNs, LPNs, Activities Directors and Case Managers all have appropriate professional training and certifications. Certified Home Health Aides are trained in first aid, care of persons with dementia and other special needs, medication management and are oriented to facility procedures regarding responding to emergencies.

D. Environmental Modifications

In addition to the safety features required for all Assisted Living Residences in New York State (an automatic sprinkler system, a supervised smoke detection system, a fire protections system, handrails and a centralized emergency call system) Ivy Lodge also provides smoke barriers protected with fire-rated and smoke-tight doors equipped with appropriate hardware and monthly fire drills for staff and volunteers at varied times during day and night.

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 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 in the Residence, 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 the Residence.

VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum to the Residency Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Signature of Resident, NAME

Date

Signature of Resident's Representative, NAME

Date

Signature of Resident's Legal Representative, NAME

Date

Signature of Executive Director/Administrator

Date