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

This is an Addendum ("Addendum") to a Residency Agreement ("Agreement") made between, D& R Yonkers, LLC (the Operator"), by FVE Managers, Inc., as manager and agent (collectively referred to as "we", "us" or "our"), _____ , (the "Resident" or "You"), _____(the "Resident's Representative"), _____, (the "Resident's Legal Representative") (collectively referred to as "You", "you" or "your"). Such Residency Agreement is dated _____, 20__.

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. This Addendum must be attached to the 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 ("EALR") at Five Star Premier Residences of Yonkers located at 537 Riverdale Avenue (Floor 2), Yonkers, New York 10705.

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**

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You have requested to become a Resident at this Enhanced Assisted Living Residence, (the "Community") 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:

- 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 Enhanced Assisted Living Residence.

V. **Aging in Place**

The Operator has notified Resident that, while the Operator will make reasonable efforts to facilitate Resident's ability to age in place according to Resident's Individualized Service Plan, there may be a point reached where Resident needs cannot be safely or appropriately met at the Community. If this occurs, the Operator will communicate with Resident 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 Resident reaches the point where Resident is 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 Resident 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 Community, 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 Community.

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)*

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# EALR APPENDIX #1
# ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING RESIDENTS

## I. Services to be Provided

Services to be provided in the Enhanced Assisted Living Residence include physical assistance with mobility (transfers, ambulation and climbing and descending stairs) and nursing task daily, including the following services:

1) Diet and supplement management (oral only), includes weight management;
2) Vital signs;
3) Ear care including assistance with hearing aides;
4) Eye Care including assistance with glasses;
5) Oral care including assistance with dentures;
6) Passive range of motion services (performed by a caregiver, certified caregiver, licensed practical nurse or registered nurse);
7) Isolation;
8) Access to laboratory draw services;
9) Access to rehabilitative therapy services;
10) Medication administration including oral, intramuscular (which may only be performed by a Registered Nurse), subcutaneous, eye, ear, nose drops, suppositories, metered-dose inhaler, sublingual, buccal, intradermal, topical, and transdermal; PRN medications and Nebulizer treatments
11) Specimen collection, such as of urine, stool or saliva, but excluding blood (performed by a licensed practical nurse or registered nurse);
12) Blood glucose monitoring (performed by a licensed practical nurse or registered nurse);
13) Wound care (basic first aid, dry dressings, simple dressings, basic wet-to-dry dressings);
14) Insulin management (performed by a licensed practical nurse or registered nurse);
15) Assistance with catheter care; and
16) Assistance with ostomy/ileostomy 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 at all times. Staffing levels are continuously evaluated for appropriateness by the resident care leadership team, utilizing information from quality assurance/performance improvement activities, regulatory surveys, incidents/emergency procedures and resident and family feedback, and alterations as needed. 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 designed to promote Residents' activity in the Community.

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III. **Staff Education and Training**

Staff serving the EALR receive comprehensive training on effectively and respectfully meeting the needs of the persons residing in the EALR. The training includes methods on assisting with mobility impairments, and, for our licensed staff, delivering simple nursing services.

IV. **Environmental Modifications**

EALR residents reside throughout the Community. The entire facility is equipped with a sprinkler system throughout, an emergency call system, smoke corridors, and supervised smoke detection systems for resident safety.

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