# ENHANCED ASSISTED LIVING RESIDENCE

## ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between

The Osborn (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 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 The Osborn, located at 101 Theall Rd, Rye, NY 10580

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

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the "Residence") and the Operator has accepted Your request.

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IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR # I 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

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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 the Operator's Representative)

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**EALR#1**

*Services provided include:*

- *24 hour nursing evaluation, oversight, contact with other clinical providers*
- *Supervision of home health aides*
- *Nursing care and treatments*
- *Nurse administration of medications OR to provide assistance with self-administration of medications by a certified person designated by the Operator (additional fee)*
- *Coordination of additional clinical services*

*Staffing levels and experience (in addition to administration and residential services staff)*

- *24 hour assistance with medication administration via nurse or medication aide, with a minimum of 1 licensed nurse for the first and second shift (LPN or RN with long term care experience)*
- *24 hour care coordinators (3-5), NYS certified home health aides, 12 hours minimum annual inservice, long term care experience*
- *Staffing levels may vary according to census and acuity*

*Environmental Modifications include*

- *Handrails in all corridors*
- *Enhanced fire safety system*

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