

## ENHANCED ASSISTED LIVING RESIDENCE

### ADDENDUM TO RESIDENCY AGREEMENT

This is an addendum to a Residency Agreement made between BV Harrison Operator, LLC (the “Operator”), «Residentfirstname» «Residentlastname», (the “Resident” or “You”), and «ResidentRepFull» «ResidentLegalFull». Such Residency Agreement is dated «datesign».

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 Brightview Harrison (the “Community”), located at 600 Lake Street, Harrison, NY 10604.

#### II. Physician Report

You have submitted to 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 to 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 Operator has accepted Your request.

**ADMISSION/RETENTION:**

1. The Community will admit from its ALR into its EALR residents who:
  - a. Residents who are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel;
  - b. Residents who have chronic unmanaged urinary and/or bowel incontinence;
  - c. Residents who require assistance and care as outlined in Section IV.
2. Residents who have skilled nursing needs that can be safely met in the Community.

Residents that require 24-hour skilled nursing care will not be admitted to or retained in the EALR unless each of the following conditions are met:

- a. The resident hires appropriate nursing, medical, hospice or ancillary staff to care for their increased needs;
  - b. Both the resident’s physician and home care agency determine and document that, with the provision of such additional nursing, medical or hospice care, the resident can be safely care for in the Community, and would not require placement in a hospital or nursing home;
  - c. The Operator agrees to retain the resident and to coordinate the care provided by the Community and the additional nursing, medical or hospice staff, and
  - d. The resident is otherwise eligible to reside at the Community.
3. Prior to admission to the ALR, the resident must:
  - a. Submit to the required pre-admission evaluation utilizing the Personal Data and Resident Evaluation Form (Department Form 4397) (conducted by the Health Services Director) within 30 days prior to admission and

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supply all necessary information for the Community to determine if the individual is appropriate for admission to the Community, and at what level.

- b. Provide the Community with a Medical Evaluation (Department Form 3122). The medication evaluation must have been completed within 30 days prior to the date of admission and whenever a change in condition warrants, but no less than once every 12 months. The evaluation must include a statement as to whether the resident is medically and mentally suited for care in the EALR, where applicable, and must be signed by the physician. The evaluation will include:
  - i. The date of examination, significant medical history and current conditions, known allergies, prescribed medication regimen, including the information on the resident's ability to self-administer medications, recommendations for diet, exercise, recreation, frequency of medical examinations, cognitive and mental health status, and assistance needed with activities of daily living.
  - ii. A statement that the resident is or is not medically suited for care in the Assisted Living Residence, Enhanced Assisted Living Residence or Special Needs Assisted Living Residence.
  - iii. A statement that the resident is or is not mentally suited for care in the Enhanced Assisted Living Residence.

- iv. A statement that the resident is or is not in need of long term medical or nursing care supervision, which would require placement in a hospital or nursing home.
    - v. A statement that the resident is or is not in need of twenty-four hour skilled nursing care.
  - c. A written Individualized Service Plan will be developed for each Resident by the Health Services Director and Wellspring Village Director/Assisted Living Manager, along with the resident, resident's representative/legal guardian. The initial Individualized Service Plan will be developed in conjunction with the resident's physician and such consultation will be documented on the ISP. The ISP will be developed within 30 days of admission and will include the services to be provided and by whom. The ISP will be reviewed and revised every six months and whenever ordered by the resident's physician or upon significant change to the resident.
  - d. Executes a Department approved Residency Agreement and acknowledge receipt of the Disclosure Statement, NYS DOH Consumer Information Guide and all exhibits.
- 4. In addition to #2 above prior to admission to the EALR, the following requirements must be met:
  - a. an interview with the resident, resident's representative/legal guardian, enriched housing program coordinator will take place to:
    - i. Include an explanation of the conditions of residency including, but not limited to, the Residency Agreement, resident rights and

responsibilities, and the enriched housing program rules and regulations.

ii. Ascertain that the enhanced assisted living program can:

1. Meet the physical needs and personal care needs of the resident, including dietary needs occasioned by cultural or religious practice or preference or medical prescription.
2. Meet the psycho-social needs of the resident.
3. The interview must be summarized in writing, including the date of the interview and identification of those present.

b. A mental health evaluation if a proposed Resident has a known history of chronic mental disability, or the medical evaluation or resident interview suggests the existence of such a disability. The evaluation must be a written and signed report from a psychiatrist, physician, registered nurse, certified psychologist or certified social worker who has experience in the assessment and treatment of mental illness, which includes:

- i. A significant mental health history and current conditions;
- ii. A statement that the resident is mentally suited for care in the enhanced assisted living program;
- iii. A statement that the resident does not need placement in a hospital or residential treatment facility;
- iv. A dated statement indicating that the person signing the report has conducted a face-to-face examination of the resident dated within 30 days prior to admission.
- v. A completed and approved functional assessment that includes:

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1. Personal activities of daily living;
  2. Instrumental activities of daily living;
  3. Sensory impairments;
  4. Behavioral characteristics
  5. Daily habits.
5. Prior to move-in to EALR, the resident/responsible party/legal guardian will receive copies of:
- a. The Residency Agreement
  - b. Copy of Resident Rights
  - c. Program rules relating to resident activities, office and visiting hours and other pertinent information concerning the operation of the program;
  - d. Long-Term Ombudsman Program fact sheet
  - e. Listing of legal services or advocacy agencies that are available
  - f. Upon request the resident/responsible party/legal guardian will have the opportunity to review the most recent inspection report issued by the department.
    - i. If the resident is sight-impaired, hearing-impaired or otherwise unable to comprehend English or printed matter, Brightview will arrange for the transmission of these documents in a manner that is comprehensible to the resident.

#### IV. Specialized Programs, Staff Qualifications and Environmental Modifications

##### SERVICES:

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The following services will be provided in «ResidentPropertyAddr1»'s Enhanced Assisted Living Residence:

- Colostomy care;
- Non-sterile dressing changes;
- Indwelling catheter Care;
- Eye Drops/Ointments;
- Ear Drops;
- Blood glucose monitoring;
- Injections;
- Pressure ulcer care; and
- Urostomy care.

#### STAFFING LEVELS:

Staffing levels will be maintained according to all applicable laws and regulations.

Nurses will be scheduled to be on site for as often as is necessary to meet the needs of the EALR residents. Pursuant to the acuity of the residents, there will be 1 RN and a minimum of 2 Resident Aides on site from 7 am to 3 pm; 1 Licensed Nurse and a minimum of 2 Resident Aides on site from 3pm to 11pm; and a minimum of 2 Resident Aide from 11pm to 7am. There is a comprehensive activities program with an activities staff that plans and conducts meaningful programs aimed at keeping all residents active in the Community.

#### STAFF EDUCATION AND TRAINING:

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Each one of the Community's personal care aides, home health aides and registered 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 impairments, and, for our licensed staff, delivering the available nursing services, which are listed above.

#### ENVIRONMENTAL MODIFICATIONS:

Enhanced Assisted Living Residents will reside throughout the Community. The Community is equipped with a sprinkler system throughout, emergency call bells in resident rooms and bathrooms, smoke barriers, and supervised smoke detection systems for resident safety.

#### V. Aging in Place

Operator has notified You that, while 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 Community: If this occurs, Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

#### VI. If 24 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, 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

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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 Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31 or 32; AND

c. Operator agrees to retain You as Resident and to coordinate the care provided by Operator and the additional nursing, medical or hospice staff; 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)*