ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between Woodlawn Commons ("the Operator"), _____ (the "Resident" or "You"), and _____ (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 Addendum. 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 156 Lawrence St, Saratoga Springs NY, 12866

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 Residency; 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

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 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 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 Authorization

We, the undersigned, have read this Addendum, 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/Operator's Representative)

EALR APPENDIX 1

ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING RESIDENTS

I. Services to be Provided

The following services will be available to the Residence's Enhanced Assisted Living Residents:

(Check all that apply)

☒ Physical assist with transfers, up to assistance in the use of a transfer belt, and excluding mechanical lift.

☒ Physical assist with ambulation.

☐ Physical assist with feeding.

☒ Diabetic: Insulin Injections/Blood Glucose Tests.

☒ Incontinence Management.

☐ Foley catheter.

☒ Eye Drops.

☒ Ear Drops.

☐ Other/Additional (*Type in box below)*

Oxygen Management, Nebulizer treatment, Vital sign monitoring, acute wound care, Assistance with CPAP or BiPAP device, skin integrity care, dressing changes, assistance requiring hands on direction with utensils for feeding (not to include total feeding assistance)

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. The enhanced program will be staffed with personal care aides and nurses to provide supervision and meet the needs of Residents at all times. 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 with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

III. Staff Education and Training

All services are supervised by the Director of Assisted Living and the RN Case Manager. Each one of the Residence's personal care aides, home health aides and nurses receive comprehensive training on effectively and respectfully meetings the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility impairments and, for licensed staff, delivering the available nursing services detailed in Section I of this Addendum. All nursing staff, including HHAs, are required to receive 12 hours of in-service education annually that is provided by Woodlawn Commons.

IV. Environmental Modifications

Enhanced Assisted Living Residents will reside throughout the Residence. The entire Residence is equipped with a sprinkler system, four (4) emergency pull cords in each Resident apartment located in the rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Grab bars are located in each bathroom. There is a fire protection system directly connected to the local fire department through a 24-hour attended central station.

EALR APPENDIX 1