

**SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an addendum to the Residency Agreement made between Loretto Adult Community, Inc. (the “Operator”), _____, (the “Resident or You”), _____, (the “Resident’s Representative”), and _____, (the “Resident’s Legal Representative”, if any). 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. Special Needs Assisted Living Certification:

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at The Nottingham Memory Care Residence located at 1307 Nottingham Road, Jamesville, New York 13078.

II. Request for and Acceptance of Admission:

You or your resident representative or Legal Representative have requested that you become a Resident at this Memory Care Residence, (the “Residence”) and the Operator has accepted your request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications:

Attached as Exhibit S.N. #1 and made part of this Agreement is a written description of:

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels;

- Staff education, training and work experience, and professional affiliations or special characteristics relevant to serving persons with special needs; and
- Any environmental modifications that have been made to protect the health, safety and welfare of Residents.

IV. **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)

EXHIBIT S.N. #1

Specialized services to be provided:

The Operator will provide a comprehensive and coordinated program of specialized services to regularly observe and assess, in a professional, respectful, competent, and timely manner, your need for specialized services in the Residence. The Residents of The Nottingham Memory Care Residence will be those with a diagnosis of Alzheimer's and dementias resulting from other medical conditions such as Parkinson's disease, Huntington's disease, stroke, etc. These Residents will be physically functional, yet at risk to wander safely, who have difficulty with recognition of personal space and boundaries, who do not demonstrate unsafe actions towards others, and who would benefit from a community dwelling where safety is promoted, and who can be provided services within the limits of the retention standards.

These specialized services include:

1. Supervision:
 - a. The Operator will maintain knowledge of your general whereabouts.
 - b. If You become absent from the Residence and the your whereabouts are unknown, the Operator will:
 - i. Undertake immediate efforts to locate You;
 - ii. Notify the Police and the Department of Health's regional office; and
 - iii. Notify your family and representative, unless a different arrangement was agreed to in the Residency Agreement.
2. Case Management:
 - a. The Operator will assist You to maintain family ties by assisting your family and representatives to:
 - i. adjust to and remain involved with your initial placement and continued residence at the Residence;
 - ii. establish, operate, and maintain individual and collective methods or recommendations for change or improvement in Residence operations and programs regarding both individual and congregate Resident-related issues; and

- iii. remain active in your care planning, and remain informed in a timely manner about significant issues regarding your care, supervision needs and changes made to your Individualized Service Plan.
- b. If You exhibit disruptive or aggressive behavior, the Operator will evaluate You, determine any precipitating factors, make staff aware of the precipitating factors that need to be avoided, and develop a plan to include appropriate interventions and promote your highest level of functioning.
- c. Residence staff will note in your Individualized Service Plan and case management records if You exhibit disruptive or aggressive behavior or resist the provision of personal care services by Residence staff and include a plan for addressing such behavior or services.

3. Activities:

- a. The Operator will provide frequent individual and group activities which are geared toward individuals with special needs and which are meaningful to all Memory Care Residents. This programming will be based upon initial and on-going historical and current interests, assessments, and observations.
- b. The Operator will provide sufficient staff to ensure that activities are available throughout every day and during the evenings.
- c. Weather permitting, You will have the opportunity to, and be encouraged to, go outdoors each day with appropriate and sufficient supervision.

4. Food Service:

- a. The Operator will offer food to You, outside of usual meal times and in a manner that is acceptable to You and appropriate for your functional abilities, preferences and needs. Your Individualized Service Plan will reflect these needs and preferences.
- b. To ensure your optimal food intake at mealtimes, unless contrary to the physician's orders, prescribed nutritional supplements will be provided to You between and not at the same time as scheduled meals.

5. Community-Based Individual and Agency Linkages:

- a. The Operator will undertake initial and on-going efforts to establish community-based individual and agency linkages and contacts, specific to your needs.

Staffing levels:

The Operator will employ sufficient staff on all shifts to supervise You and respond to your needs. At a minimum, this will include:

1. Direct care staffing will be provided at a minimum ratio of one staff for every 6-8 residents during the day and evening, and one staff for every 12-15 residents at night or more to meet the needs of the residents.
2. Additional coverage, as determined to be necessary and documented by your medical evaluation, or otherwise by your attending physician and/or Individualized Service Plan.
3. At all times the Operator will provide at a minimum sufficient home health aide staff to meet your care needs.
4. The Operator will staff a LPN Supervisor 24 hours per day, 7 days per week.

Training:

The Operator will employ individuals who are appropriately trained, experienced, licensed and/or certified, if applicable, to care for You.

1. In addition to the training required by the Department of Health, home health aides will receive training in first aid and medication assistance, and will be thoroughly oriented to procedures to be followed in emergency situations, as approved by the Department.
2. The Operator has a professional affiliation with Clarity Clinical Research for staff and family education, genetic testing and counseling and linking Residents, families and staff to clinical trials.
3. The Operator has a professional affiliation with the Alzheimer's Association of CNY which includes Board Representation. This partnership includes education and support groups for Residents and families.

Environmental Modifications:

The Operator will provide the following design features to protect your health, safety and welfare:

1. A NFPA 13 automatic sprinkler system throughout the building;
2. A supervised smoke-detection system throughout the building, including all bedrooms;

3. A fire protection system directly connected to the local fire department, or to a 24-hour attended central station;
4. Handrails on both sides of all Resident-use corridors and stairways;
5. A centralized emergency call system in all bedrooms, easily reachable from bedside, and in all Resident-use toilet and bathing areas, easily reachable from each fixture;
6. Smoke barriers to divide each floor into at least two smoke compartments, neither of which shall have corridors exceeding 100 feet in length;
7. Bedrooms limited to single occupancy;
8. Minimum corridor widths of 60 inches;
9. Minimum door widths of 32 inches to assure wheelchair accessibility;
10. A delayed egress system on all outside exit doors, as well as to other areas of the facility, with alarms to a centralized system;
11. Window stops permitting opening to a maximum of four (4) inches and in such a way that meets emergency egress requirements to prevent elopement and prevent accidental falls;
12. Very few interior walls to assist with way finding; and
13. A secure outdoor space with walkways is provided and will allow residents to ambulate, with or without assistive devices such as wheelchairs or walkers. The outdoor space is enclosed by an enclosed glass walkway.