

XXI. SPECIAL NEEDS ASSISTED LIVING RESIDENCE ADDENDUM

This is an addendum to a Residency Agreement made between DePaul Adult Care Communities, Inc., (the “Operator”), _____, (the “Resident or You”), _____, (the “Resident’s Representative”), and (the “Resident’s Legal Representative”).

_____. Such Residency Agreement is dated _____. This agreement is effective as of _____ and shall remain in effect until amended by the parties or until terminated by the parties in accordance with the provisions of Section XIII, termination of the Residency Agreement.

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. 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 Wheatfield Commons located at 3920 Forest Parkway, North Tonawanda, NY 14120.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at this Special Needs Assisted Living Residence (the “Residence”) and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Specialized services to be provided in the Residence include daily activities tailored to challenge Residents with dementia.

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to perform and carryout the tasks that Residents require. The Residence will be staffed with direct care personnel, a program director, a qualified activities director and case manager. Other staff not specifically assigned to the Residence are available to attend to needs of Residents that arise. The staffing plan will be adjusted to meet the needs of the Residents.

Each of our personal care aides, home health aides, and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons with dementia. The training includes methods on successfully cuing such individuals to independently perform personal care tasks, coordinating care with the Resident and their family, and wandering prevention.

The Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor recreational areas are also available for Residents to safely enjoy the outdoors. The Residence has its own dining room to allow for staff to accommodate Resident's needs and dining schedule preferences and variations.

IV. Financial Arrangements

The following supersedes the financial arrangement section of the Residency Agreement except for the supplemental services section. The Resident and the Resident's Representative, if applicable, agree to pay, and the Operator agrees to accept, the following payment in full satisfaction of the basic rate for services as specified in the Residency Agreement, which the operator must provide according to law and regulations: Monthly rate: \$_____. Full payment is due on the 5th day of the month.

The resident agrees to apply for and maintain all applicable income entitlements and public benefits necessary to support payment for services provided by the operator.

V. Agreement Addendum Authorization:

We the undersigned, have read this agreement, received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Signature of resident

Date

Signature of resident's representative if applicable

Date

Signature of operator of designee

Date