



RESIDENCY AGREEMENT

The Harbors at Peconic Landing
for assisted living and memory support

Please note for Peconic Landing Life Care contract holders: Any discrepancy between this contract and the Peconic Landing Life Care contract will defer to the Life Care contract

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RESIDENCY AGREEMENT

This Agreement is made between Peconic Landing at Southold, Inc., (the “Operator”),

_____ (the “Resident” or “You”),

_____ (the “Resident’s Representative”, if any)
and _____ (the “Resident’s Legal
Representative”, if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate an Assisted Living Residence at 1600 Brecknock Road, Greenport, New York 11944 (“The Residence”) known as The Shores at Peconic Landing Assisted Living Residence, Inc. and an Enriched Housing program and **hereafter referred to as** The Harbors at Peconic Landing. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence.

B. You have requested to become a resident at the Residence and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on _____ (date), the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations

1. Your Apartment/Room. You may occupy and use the private apartment/room identified in Exhibit I subject to the terms of this Agreement.

2. Common areas. You will be provided with the opportunity to use the general purpose rooms at the Residence such as lounges, library (with computer access), exercise areas, activity rooms, courtyards and pool.

3. Furnishings/Appliances Provided By The Operator. Attached as Exhibit II and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your apartment or room, when not provided by You.

4. Furnishings/Appliances Provided by You. Attached as Exhibit III and made a part of this Agreement is an inventory of furnishings, appliances and other items supplied by you in your apartment or room. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

The following services (“Basic Services”) will be provided to you, in accordance with Your Individualized Service Plan.

1. Meals and Snacks. Three (3) nutritionally well-balanced meals per day and two (2) snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician in consultation with Peconic Landing’s medical director and included in Your Individualized Service Plan: Regular, Puree, Mechanical Soft, Renal, Carbohydrate Control Diet

2. Activities. The Operator will provide a program of planned activities, opportunities for community participation and services designed to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. Housekeeping. Light housekeeping will be provided on a weekly basis. Heavy cleaning will be provided on an annual basis.

4. Linen Service. Towels, washcloths, pillowcases, blankets, bed sheets, all clean and in good condition, will be laundered on a weekly basis. All linens to be laundered should be identified with Your name and apartment or room number.

5. Laundry of Your Personal Washable Clothing. Washable clothing will be laundered on a weekly basis. All laundry should be identified with Your name and apartment or room number.

6. Supervision On a 24-hour Basis. The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.

7. Case Management. The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care. Includes some **assistance with** bathing; grooming; dressing; toileting (*if applicable*); ambulation (*if applicable*); transferring (*if applicable*); feeding and medication acquisition, storage, disposal and assistance with self-administration.

9. Development of Individualized Service Plan. Includes ongoing review and revision, as necessary and as required by law.

C. Additional Services.

Exhibit IV attached to and made a part of this Agreement, describes in detail any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status.

A listing of all providers offering home care or personal care services under an arrangement with the Operator and a description of the licensure or certification status of each provider is set forth in Exhibit V of this Agreement. Such Exhibit will be updated as frequently as necessary.

E. Notification

Resident agrees to designate a representative to receive Resident's property and monies upon the Resident's death and to notify the Operator of the representative's contact information within 30 days of Resident, Resident's representative or Resident's legal representative signing this Agreement. In the event that the Resident does not have a representative, property and monies will be given to the next of kin. In the event that no next of kin is available, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with Resident's property and monies.

II. Disclosure Statement

The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Exhibit VI, which is attached to and made part of this Agreement.

III. Fees

A. Basic Rate.

In lieu of a daily rate, Peconic Landing Life Care Contract holders will compensate The Harbors at Peconic Landing with their monthly maintenance fee. Any discrepancy between this contract and the Peconic Landing Life Care contract will defer to the Life Care contract.

(1) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident or the Guarantor of funds identified in the Residency Agreement will pay and the Operator agrees to accept, the following payment in full satisfaction of the housing accommodation in Section I.A.1 and the Basic Services described in Section I. B. of this Agreement (the "Basic Rate"). The Basic Rate for Assisted Living Residence (ALR) accommodation and services as of the date of this Agreement is \$9,292 - \$9,941 *based on apartment style* per month, based on a 30-day month. The first and last month fee is due upon signing of this Agreement and receipt of such fee is acknowledged.

(2) Tiered Fee Arrangements

Any “Tiered” fee arrangements, in which the amount of the Basic Rate depends upon the type of services provided, the number of hours of care provided per week for some type of service and the fees for each “tier” of care, are set forth in detail in Exhibit VII and made a part of the Agreement.

Such exhibit describes the type of services provided, the number of hours of care provided per week for such service, the fees for each “tier” of care, and describes who will be providing care, if other than staff of the Operator.

B. Supplemental, Additional or Community, Fees

A Supplemental or Additional fee is a fee for service, care or amenities that is in addition to those fees included in the Basic Rate. Supplemental fees are a Resident option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Resident (See section III.E). Any Supplemental or Additional fees are listed on Exhibit VIII. Any changes to the operator, whether a part of the Basic Rate, Supplemental or Additional Fees, shall be made only for services and supplies that are actually supplied to the Resident.

C. Rate or Fee Schedule.

Attached as Exhibit IX and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional or Supplemental fees for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms

Payment is due by the first day of the month and shall be delivered or mailed to Peconic Landing at Southold, Inc., 1500 Brecknock Road, Greenport, New York 11944, *attention: Finance Department*. The Resident should immediately notify management of The Harbors at Peconic Landing if Resident, Resident’s representative or Resident’s legal representative is no longer able to pay all or part of the fees required by this Agreement. Financial arrangements for payment of fees and continued residency can then be discussed. If the Agreement must be terminated, the provisions of Section XII will apply.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 2, 3 and 4 below.
2. If You, Your Resident Representative or Your Legal Representative agree in writing to a specific Rate or Fee increase through an amendment of this Agreement due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

3. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

4. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation will be the same as the Basic Rate for a one-month period. The length of time the space will be reserved is thirty (30) days beyond the end of the month in which Your absence begins, with extensions available if approved by the Operator and You, Your Resident Representative or Your Resident Legal Representative. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three business days after You vacate the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of Your discharge, but in no case more than three business days any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made. If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

If You wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time and Operator agrees to accept such item(s), the Operator must enumerate the items given or promised to be given and attach to this Agreement a listing of the items given to be transferred. Such listing is attached as Exhibit X and is made a part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

VI. Property or Items of Value Held in the Operator's Custody for You.

If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit XI of this Agreement.

VII. Fiduciary Responsibility

If the Operator assumes management responsibility over Your funds, the Operator shall maintain such funds in a fiduciary capacity to You. Any interest on money received and held for You by the Operator shall be Your property.

VIII. Tipping

The Operator does not allow Residence staff or agents to accept any tip or gratuity in any form or for any services provided or arranged for as specified by statute, regulation or agreement. This restriction would not apply to certain personal services such as the hair salon. Resident will be informed of those situations where tipping is appropriate.

IX. Personal Allowance Accounts

The Operator agrees to offer to establish a personal allowance account for any Resident who receives either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with You or Your Representative.

You agree to inform the Operator if you receive or have applied for Supplemental Security Income (SSI) or Safety Net Assistance (SNA) funds.

You must complete the following:

- I receive SSI funds I have applied for SSI funds
 I receive SNA funds I have applied for SSA funds
 I do not receive either SSI or SNA funds

If you have a signatory to this agreement besides yourself and if that signatory does not choose to place your personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Service Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs

within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Service Plan.

4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the “Enhanced Assisted Living Residence Addendum” will apply.

5. If You are being admitted to a Special Needs Assisted Living Residence, the “Special Needs Assisted Living Residence Addendum” will apply.

6. If You are residing in a “Basic” Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care or 24-hour skilled nursing care, You will no longer be appropriate for residency in this Basic residence. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section XII of the Agreement. However, if the Operator also has an approved Enhanced Assisted Living Certificate, has a certificate available, and is able and willing to meet Your needs in such unit, You may be eligible for residency in such Enhanced Assisted Living unit.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:

- (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or
- (b) chronically require the physical assistance of another person in order to walk; or
- (c) chronically require the physical assistance of another person to climb or descend stairs; or
- (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
- (e) have chronic unmanaged urinary or bowel incontinence.

8. Enhanced Assisted Living Care may also be provided to certain persons who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. Assisted Living Handbook

Attached as Exhibit XII and made a part of this Agreement is The Harbors Assisted Living Handbook which includes information regarding organization, operation and other items of interest on The Harbors at Peconic Landing. Included in the Handbook are rules of the Residence. By signing this Agreement, You and Your representatives agree to obey all reasonable Rules of the Residence.

XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative

A. You, or Your Resident or Legal Representative to the extent specified in this Agreement are responsible for the following:

1. Payment of the Basic Rate and any authorized Additional and agreed-to Supplemental Fees as detailed in this Agreement.
2. Supplying personal clothing and effects, linens and towels identified with the Resident's name and apartment or room number.
3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, or change in medications.
6. Informing the Operator promptly of any change of name, address and/or phone number of Resident, Resident's representative, Resident's legal representative and Resident's representative designated to receive Resident's property after Resident's death.

XIII. Termination and Discharge

This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon 30 days notice from You or Your Representative to the Operator of Your intention to terminate the Agreement and leave the facility;
3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this Agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;

3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.

4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;

5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;

6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least 30 days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health. You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You. Both You and the Operator are free to seek any other judicial relief to which they may be entitled.

The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Your transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without 30 days notice or court review, for the following reasons:

1. When You develop a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;

2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself of others; or

3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If You are transferred, in order to terminate Your Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section XII of this Agreement, except that the written notice of termination must be hand delivered to You at the location to which You have been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person.

If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, You must be readmitted.

XV. Resident Rights and Responsibilities

Attached as Exhibit XIII and made a part of this Agreement is a Statement of Resident Rights and Responsibilities. This Statement will be posted in a readily visible common area in the Residence. The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

XVI. Complaint Resolution

If the Resident, the Resident's Representative, the Resident's Legal Representative, a family member or friend has a complaint, they should contact any staff member. Staff is trained to respond to

complaints directly if within their area of responsibility or to direct the complaint to the proper resource within the Operator's organization. Complaints will be addressed or responded to promptly. The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XIV and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence. The Operator agrees that the Residents of

the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same. Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties; provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents executed by the parties shall be maintained by the Operator in files of the Residence from the date of execution until three years after the Agreement is terminated. The parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

We, the undersigned, have read this 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)

(Optional) Personal Guarantee of Payment

Not applicable

_____ personally guarantees payment of charges for Your Basic Rate.

_____ personally guarantees payment of charges for the following services, materials or equipment, provided to You, that are not covered by the Basic Rate:

Date Guarantor’s Signature

Guarantor’s Name (Print)

Guarantor’s Contact/Personal Information

(Optional) Guarantor of Payment of Public Funds

If you have a signatory to this agreement besides yourself and that signatory controls all or a portion of your public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the operator, than the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon changes above and beyond the Basic Rate from either your Personal Funds (other than your Personal Needs Allowance), or SSI, or Safety Net, Social Security or other public benefits, to meet your obligations under this Agreement.

Not applicable

Date

Guarantor's Signature

Guarantor's Name (Print)



EXHIBIT I

IDENTIFICATION OF APARTMENT/ROOM

You, your representative or your legal representative have chosen the following apartment or room:

_____.

EXHIBIT II

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

The operator has provided the following furnishings and appliances:

1. Fridge
2. Microwave
3. Air conditioning and heating

Residents normally provide familiar furnishings for their residence. When not provided by the resident, the operator will provide the following furnishings and appliances:

1. A standard single bed, mattress and pillow
2. A chair
3. A table
4. A lamp
5. An individual dresser and closet space for the storage of resident clothing
6. Two sheets
7. Pillow case
8. At least one blanket
9. A bedspread
10. Towels and washcloths
11. Soap
12. Toilet tissue

EXHIBIT III

FURNISHINGS/APPLIANCES PROVIDED BY YOU

Residents normally provide familiar furnishings for their residences. Such furniture can consist of living room and bedroom furnishings such as sofas, end tables, coffee tables, small kitchen tables, beds, nightstands, dressers and similar furniture. You are advised to measure your furniture and available space in the apartment or room you will be occupying in order to assure a comfortable living arrangement.

The Harbors at Peconic Landing will provide all appliances, such as refrigerator and microwave. Heating and central air conditioning are provided as part of your monthly fee and individual controls are provided within each apartments for the comfort of residents. For the safety of all residents, all electric resistance plug-in appliances such as woks, toaster ovens, deep fryers and space heaters are not allowed. If you are uncertain about whether an appliance will be allowed, please ask your move-in coordinator.

EXHIBIT IV

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from the operator directly or through arrangements with the Operator for the following additional charges:

Item	Additional Charge	Provided By
Activity Fees (off-site or when supplies must be purchased)	Actual cost of supplies, admission fees and/or transport	Operator – fees published in advance
Photocopies	No charge for personal use	Operator
On-site Bank/ATM	Fees established by Bank	Dime Bank
Dry cleaning	Fees established by Mattituck Village Dry Cleaners	Mattituck Village Dry Cleaners
Personal Toilet Articles	Prices established by in-house Market	The Market
Commissary Goods	Prices established by in-house Market	The Market
Additional Housekeeping	Arranged with Housekeeping Supervisor	Operator
Private Event Catering	Negotiated in advance	Operator
Facsimile Outgoing	No charge for personal use	Operator
Professional Hair Grooming	Prices published by salon/hairstylist	Contracted salon/hairstylist
Non-scheduled Transportation	Driver: \$25 per hour/\$.55 per mile	Operator
Transportation Escort-RSA/CP*	\$20 per hour	Operator
Medical Transportation	Prices provided by provider	Independent provider
Personal Ironing	\$20 per hour	Operator
Key Replacement	\$3 per key	Operator
Maintenance Therapy (when	\$45/30 minutes	Operator

not covered by insurance)

On-site Guest Rooms	Contact concierge for pricing	Operator
Air Conditioning & heating	Provided, no charge	Operator
Meals – Guest Breakfast	\$7	Operator
Guest Lunch	\$15	Operator
Guest Dinner	\$15	Operator
Guest Holiday/Event	\$15	Operator
Children Under 12	Half Price	Operator
A La Carte	As posted	Operator
Private Dining	\$25 Room Fee + Meal Price	Operator

**Billed in quarter hour increments*



EXHIBIT V

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The following providers are available to provide additional home care or personal care to residents:

1. Peconic Landing Home Health Services

EXHIBIT VI

DISCLOSURE STATEMENT

Peconic Landing at Southold, Inc., (“The Operator”) as operator of The Shores at Peconic Landing Assisted Living Residence, Inc. (“The Residence”), and hereafter referred to The Harbors at Peconic Landing, hereby discloses the following, as required by Public Health Law Section 4658 (3).

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit XV of this Agreement.
2. The Operator is licensed by the New York State Department of Health to operate at 1600 Brecknock Road, Greenport, New York, an Assisted Living Residence as well as an Enriched Housing Program. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. These additional certifications may permit individuals who develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met. The Operator is currently approved to provide:
 - a. Enhanced Assisted Living services for up to a maximum of 20 persons.
 - b. Special Needs Assisted Living services for up to a maximum of 16 persons.

The number of EALR and SNALR accommodations available will be posted monthly.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisted Living Certification:

- a. Regular assistance with bathing; grooming; dressing; toileting; ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self administration of medication.
- b. Regular assistance with medical equipment.
- c. Management of chronic urinary or bowel incontinence.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Special Needs Assisted Living Certification.

- a. Assessment and periodic reassessment of the resident’s physical needs, cognitive abilities and behavioral symptoms.
- b. Initial and ongoing case management to arrange appropriate supervision and assistance to address resident’s cognitive and physical needs as identified.
- c. Providing supervision and assistance specified in the resident’s individual service plan.
- d. Management of behavioral issues.

- e. Some assistance with bathing; grooming; dressing; toileting; ambulation, transferring and feeding.
- f. Assistance with or administration of prescribed and over the counter medication as directed by the resident's physician.
- g. Keeping medical providers and family members informed and engaged in the resident's care planning.
- h. Provide a program of activities appropriate to the resident's abilities.

The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living or Special Needs Assisted Living apartments.

If however, such apartments are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Special Needs Assisted Living Residence program within this Residence, it will be necessary for You to change your apartment within the Residence.

Provider is affiliated with Peconic Landing at Southold, Inc., which in addition to operating the Assisted Living Residence, also operates a skilled nursing facility for the benefit of Peconic Landing contract holders. In the event that Resident needs skilled nursing care and Peconic Landing at Southold, Inc. is able to provide such care within terms and conditions of its licensure with the Department of Health, Resident will be given the opportunity to apply for residency in a skilled nursing unit on a private pay basis.

3. The owner of the real property upon which the Residence is located is Peconic Landing at Southold, Inc. The mailing address of such real property owner is 1500 Brecknock Road, Greenport, New York 11944. The following individual is authorized to accept personal service on behalf of such real property owner:

Robert Syron, CEO
Peconic Landing at Southold, Inc.
1500 Brecknock Road • Greenport, New York 11944

4. The Operator of the Residence is The Shores at Peconic Landing Assisted Living Residence, Inc. The mailing address of the Operator and the individual is authorized to accept personal service on behalf of the Operator:

Robert Syron, CEO
Peconic Landing at Southold, Inc.
1500 Brecknock Road • Greenport, New York 11944

5. Peconic Landing at Southold, Inc., Peconic Landing Cooperative, Inc. and The Shores at Peconic Landing Assisted Living Residence, Inc. are part of a cooperative life care community with ownership, maintenance, care and services among the organizations being defined in the organizations' cooperative documents and agreements. Such agreements may be construed as comprising 10% or more of the ownership interests in each of the organizations. Such agreements are available for viewing at the business offices of Peconic Landing at Southold, Inc. located at 1500 Brecknock Road in Greenport, New York 11944 during regular business hours. There are no other individuals or organizations holding ownership interest in any of the provider organizations named in this item.

6. If a Resident wishes to receive services from a service provider that does not have an arrangement with The Shores at Peconic Landing Assisted Living Residence, Inc., or Peconic Landing at Southold, Inc., Resident will need to receive approval to use such provider after the Operator has concluded a background check of the provider and the background check has proven satisfactory. If Resident would like to hire private individuals to provide services, Resident and the prospective employee will need to fill out the applicable liability waiver(s) and employment permission forms available from the Operator and will need to wait until the Operator has completed a background check on the prospective employee prior to starting services.

7. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

8. The Operator accepts Medicare payments for coverage of home health services and other services covered by Medicare. Operator will not accept Supplemental Security Income or other non-Medicare public funds as full payment of residential, supportive or other services.

9. The New York State Department of Health's toll free telephone number for reporting complaints regarding the services provided by the Assisted Living Operator or regarding Home Care Services is 1-800-628-5972.

10. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. (631)-470-6755 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT VII

TIERED FEE ARRANGEMENTS

In lieu of a daily rate, Peconic Landing Life Care Contract holders will compensate The Harbors at Peconic Landing with their monthly maintenance fee. Any discrepancy between this contract and the Peconic Landing Life Care contract will defer to the Life Care contract.

1. Enriched Housing/Assisted Living Residence (ALR). The enriched housing and ALR basic rate is provided in Section III. A. (1) of the Residency Agreement. Services provided as part of the ALR basic rate are based on the apartment listed in Exhibit I and the services listed in Section I. B of the Residency Agreement. All services will be provided by the Operator's staff.
2. Enhanced Assisted Living Residence (EALR). The EALR basic rate is an additional \$35 per day. EALR service will be provided in the same or a new apartment or room, based on current or updated Department of Health regulations and the needs of the resident. All services will be provided by the Operator's staff. Services provided as part of the EALR basic rate are the same as those provided in the ALR basic rate plus the following as required:
 - a. Regular assistance with bathing; grooming; dressing; toileting; ambulation, transferring, feeding, medication acquisition, storage and disposal, assistance with self administration of medication.
 - b. Regular assistance with medical equipment.
 - c. Management of chronic urinary or bowel incontinence.
3. Special Needs Assisted Living Residence (SNALR). The SNALR basic rate is \$9,641.00 per month, based on a 30-day month. The SNALR will require the Resident to move to a licensed SNALR apartment and terminate the Resident's residency in the ALR, as required by Department of Health regulations. All services will be provided by the Operator's staff.

Services provided as part of the SNALR basic rate are the same as those provided in the ALR basic rate plus the following:

- a. Assessment and periodic reassessment of the resident's physical needs, cognitive abilities and behavioral symptoms.
- b. Initial and ongoing case management to arrange appropriate supervision and assistance to address resident's cognitive and physical needs identified in their assessment.
- c. Providing supervision and assistance specified in the ISP.
- d. Management of behavioral issues.
- e. Assistance with bathing; grooming; dressing; toileting; ambulation, transferring and feeding.
- f. Assistance with or administration of prescribed and over the counter medication as directed by the resident's physician.
- g. Keeping medical providers and family members informed and engaged in the resident's care planning.
- h. Provide a program of activities appropriate to the resident's abilities.



EXHIBIT VIII

SUPPLEMENTAL/ADDITIONAL FEES

You have ordered optional services or amenities listed below that are not included in the basic rate and agree to pay the additional fees for each of the items.

Resident has not ordered additional services or amenities

- 1.
- 2.
- 3.



EXHIBIT IX

RATE OR FEE SCHEDULE

The following rates or fees apply to your apartment: \$ _____

EXHIBIT X

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

The following item(s) or funds were transferred from the Resident, the Resident's representative, the Resident's legal representative or other person or organization directed by the Resident to make such transfer. The list of items, the date(s) transferred, who transferred the item(s) and who in the Operator's employ accepted the transfer, in addition to the terms of such transfer (if any) are attached to this Exhibit or enumerated below.

Not applicable

- 1.
- 2.
- 3.
- 4.

EXHIBIT XI

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

The following property/item(s) are being help by the Operator in behalf of the Resident. The list of property/item(s), the date(s) transferred, who transferred the item(s) and who in the Operator's employ accepted the property/item(s) enumerated below.

Not applicable

- 1.
- 2.
- 3.
- 4.



EXHIBIT XII

ASSISTED LIVING HANDBOOK AND RULES OF THE RESIDENCE

The Harbors at Peconic Landing Assisted Living Handbook contains much of the information regarding the organization normally required by a Resident residing within enriched housing, assisted living or the skilled nursing facility. Included within the Handbook are rules of residency. The Handbook is provided as part of this Exhibit and made part of the Residency Agreement.

EXHIBIT XIII

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

Resident's rights and responsibilities shall include, but not be limited to the following:

- (A) Every Resident's participation in assisted living shall be voluntary and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;
- (B) Every Resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices shall not be infringed;
- (C) Every Resident shall have the right to have private communications and consultation with his or her physician, attorney and any other person;
- (D) Every Resident, Resident's Representative and Resident's Legal Representative, if any, shall have the right to present grievances on behalf of himself or herself or others to the Residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal and to join with other residents or individuals within or outside of the Residence to work for improvements in resident care;
- (E) Every Resident shall have the right to manage his or her own financial affairs;
- (F) Every Resident shall have the right to have privacy in treatment and in caring for personal needs;
- (G) Every Resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records and security in storing personal possessions;
- (H) Every Resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the Residence, including those required to be offered on an as-needed basis;
- (I) Every Resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the Operator;
- (J) Every Resident shall have the right not to be coerced or required to perform work of staff members or contractual work;
- (K) Every Resident shall have the right to have security for any personal possessions if stored by the Operator;
- (L) Every Resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless

medically contraindicated and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an Operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a Resident who has been fully informed of the consequences of such refusal;

(M) Every Resident and visitor shall have the responsibility to obey all reasonable regulations of the Residence and to respect the personal rights and private property of the other residents;

(N) Every Resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such Resident in any report of such accident or incident;

(O) Every Resident shall have the right to receive visits from family members and other adults of the Resident's choosing without interference from the assisted living residence; and

(P) Every Resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided however, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph

(Q) Every resident of an assisted living residence that is also certified to provide Enhanced Assisted Living and/or Special Needs Assisted Living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's Enhanced and/or Special Needs Assisted Living programs.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver of any other means.

EXHIBIT XIV

OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

The Harbors at Peconic Landing strives to deliver services to all residents with efficiency, professionalism, and compassion. However, we realize that concerns will sometimes arise. Any resident, responsible party, family member or advocate may file a grievance or concern regarding his or her treatment, medical care, behavior of other residents, staff members, theft of property, etc., without fear of threat, coercion, discrimination, or reprisal.

A complaint may be brought to the attention of any staff member or made through the resident council. Staff has been instructed to forward your concerns to their department head, the Case Manager or Administrator. You may, of course, bring your concern directly to any department head, the Case Manager or the Administrator.

Resident Grievance Complaint forms are available in the reception area that will include a security envelope to enable confidential submission, if the party initiating the complaint and/or grievance so requests. Staff is always available to assist you with filling out forms should you require this assistance. Resident Grievance Complaint forms may also be deposited in the suggestion box located by the reception desk of The Shores.

Ultimately, the Case Manager will receive your complaint or suggestion and he/she or a designated representative will arrange to meet with you. The Administrator reviews all Resident Grievance Complaint forms and will ensure that your concern has received the proper follow-up by the appropriate discipline.

Residents also have the right to contact the New York State Department of Health's complaint line at 1-866-893-6772.



EXHIBIT XV
CONSUMER INFORMATION GUIDE

The Consumer Information Guide is provided as a separate document.

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

This is an addendum to a Residency Agreement made between Peconic Landing at Southold, Inc. (the “Operator”), _____, (the “Resident” or “You”), _____, (the “Resident’s Representative”) and _____, (the “Resident’s Legal Representative”) 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 Harbors at Peconic Landing, in a residence known as Harbor South, located at 1600 Brecknock Road, Greenport, NY 11944.

II. Request for and Acceptance of Admission

You or Your Resident Representative or Legal Representative have requested that You become a Resident at Harbor South (the “Residence”) and the Operator has accepted such request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

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

- Specialized services to be provided in the Special Needs Residence;
- Staffing levels, education and training
- 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)

**ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between Peconic Landing at Southold, Inc. (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 Harbors at Peconic Landing located at 1600 Brecknock Road, Greenport, NY 11944.

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 Residence; and
- b) You were 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 #1 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 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 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 a 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 in 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 Operator's Representative)

EXHIBIT SN 1

SPECIALIZED PROGRAMS, STAFF QUALIFICATIONS AND ENVIRONMENTAL MODIFICATIONS

The SNALR program will admit Residents who may have unique needs due to Alzheimer's disease and related dementias. All SNALR Residents will reside in a secure setting with 24-hour staff and supervision. The program will be based on a person centered approach, and activities and programming will be geared towards best ability to function at each stage of Alzheimer's or dementia. Cognitive abilities will be determined through a series of tools and assessments such as the Cognitive Assessment Tool Guide, Mini-Mental Exam and the Adapted Fast. Activity programs will have an emphasis on social integration and interaction while considering the resident's best ability to function and his or her preferences. All programming will consider the residents' personal life stories and life skills.

The specialized needs of such residents will be addressed with additional training and education for staff including specific training programs that focus on care for residents with Alzheimer's disease and related dementia. The Operator has affiliated with Dementia Care Specialists to provide assistance with staff training and program development. Additional information about the company and the services they provide can be found at their website: <http://www.crisisprevention.com/Specialties/Dementia-Care-Specialists>.

Staffing levels will be appropriate to meet the needs of the residents and will consider the cognitive levels of each resident and the amount of assistance necessary with activities of daily living (ADL's). A large focus of the training will be on staff facilitating the residents' participation in their daily routine to their highest ability. A House Manager will oversee the care partners who provide direct care to the residents to ensure best ability to function is achieved.

The environment has been designed to help residents function to their best ability. The Harbors at Peconic Landing has utilized environmental assessment tools to ensure that the home is appropriate for individuals with Alzheimer's and related dementia. Residents will have access to a secure sensory garden at their leisure, and may access any area of the residence. To ensure the safety of the residents, Peconic Landing will utilize a call bell system and the Vigil Dementia System. "The Vigil Dementia System provides residents [living with] dementia with a means of summoning help without being cognitively alert. The Vigil Dementia System's intelligent software and passive sensors continually monitor resident rooms to detect unexpected behavior, for example: extended time out of bed or in the restroom, leaving the room, and even incontinence. Incidents are automatically reported to the appropriate caregiver via silent pager, wireless phones or email enabled smart phone, facilitating a calm home-like environment, and eliminating the need for audible alarms or flashing lights that agitate residents." (www.vigil.com). The residents and family must agree to the use of the monitoring system before it will be utilized.

EXHIBIT EALR 1

SPECIALIZED PROGRAMS, STAFF QUALIFICATIONS AND ENVIRONMENTAL MODIFICATIONS

The EALR program will admit residents who may be in need of assistance that exceeds the retention standards of the Assisted Living Residence. Services provided may include assistance with transfer and ambulation, assistance with unmanaged incontinence, including toileting reminders and voiding schedules, the use of incontinence undergarments, assistance to and from the bathroom and hands-on assistance with toileting needs and catheter care. The EALR program may also provide assistance with eye drops, physical assistance with feeding, assistance with medical equipment such as oxygen concentrators, nebulizers, etc. and/or skilled nursing services such as assessments or dressing changes.

The enhanced needs of such residents will be addressed with additional training and education for staff such as specific training programs geared towards these unique services. Staffing will be based on the needs of the residents and the services being provided.

Activities programs will have an emphasis on social integration and interaction. For instance, residents who require assistance with transferring and/or ambulation will be provided with such assistance to and from activities. Residents will also be provided with reminders and encouragement to attend activities, programs and other social gatherings.

In addition to the safety features required for ALRs (an automatic sprinkler system, a supervised smoke detection system, a fire protection system, handrails, and a centralized personal emergency response system), the Enhanced ALR is constructed with smoke barriers. Smoke barriers divide each floor into at least two smoke compartments. All openings (doorways, etc.) are protected with fire-rated and smoke-tight doors equipped with appropriate hardware. Quarterly fire drills are held for staff and volunteers at varied times during the day and night.