EASTERN STAR HOME

RESIDENCY AGREEMENT

Residency Agreement

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EASTERN STAR HOME

RESIDENCY AGREEMENT

A. **THIS AGREEMENT** is made between Trustees of the Eastern Star Hall and Home of the State of New York, 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 at 8290 State Route 69, Oriskany, New York 13424 an Assisted Living Residence ("The Residence") known as Eastern Star Home and as an Adult Home.

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 _____, _____, 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 AND SERVICES

1. YOUR ROOM

You may occupy and use the room identified on Exhibit I.A.1., subject to the terms of this Agreement.

2. COMMON AREAS

You will be provided with unrestricted access to the general-purpose rooms at the Residence such as lounges, outdoor sitting areas and common areas of the Residence for at least ten (10) hours per day between the hours of 9:00 am and 8:00 pm. Use of these general-purpose rooms outside of this timeframe may be requested through the Case Manager.

3. FURNISHINGS/APPLIANCES PROVIDED BY THE OPERATOR

Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your room.

4. FURNISHINGS/APPLIANCES PROVIDED BY YOU

Attached as Exhibit I.A.4. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by You in your 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 Services Plan.

1. MEALS AND SNACKS

Three nutritionally well-balanced meals per day and one snack per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan:

☐ *Regular* ☐ *No Added Salt (NAS)* ☐ *Carbohydrate Controlled (CC)*

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

Vacuuming, trash collection and general housekeeping services will be provided on a weekly basis.

4. LINEN SERVICE

Linen service will be provided on a weekly basis and will include towels and washcloths, pillow and pillowcase, blanket, bed sheets and bedspread, all clean and in good condition.

5. LAUNDRY OF YOUR PERSONAL WASHABLE CLOTHING

Your personal washable clothing will be laundered weekly.

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

The Operator will provide appropriate staff to assist You with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring (if applicable), feeding, medication acquisition, storage and disposal, and assistance with self-administration of medication. A minimum of 3.75 hours per week of personal care is included in the Basic Rate (see Exhibit III.C).

9. DEVELOPMENT OF INDIVIDUALIZED SERVICE PLAN

The Operator will work with Your physician and You to prepare Your Individualized Service Plan, including ongoing review and revision every six months and as frequently as necessary.

C. ADDITIONAL SERVICES

Exhibit I.C., 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 I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. DISCLOSURE STATEMENT

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

III. FEES

A. BASIC RATE.

1. The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (or the Guarantor,) will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I.B. of this Agreement (the "Basic Rate"). The Basic Rate as of the date of this Agreement is $_____ per month.

2. Tiered Fee Arrangements. (See EXHIBIT III.C.)

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.

A Supplemental Fee must be at the Resident's option. In some cases, the law permits the Operator to charge an Additional Fee without the express written approval of the Resident (See EXHIBIT III.E.).

A Community Fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community Fee pays for and what the amount of the Community Fee will be, as well as any terms regarding refund of the Community Fee. The prospective Resident, once fully informed of the terms of the Community Fee, may chose whether to accept the Community Fee as a condition of residency in the Residence, or to reject the Community Fee and thereby reject residency at the Residence.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community Fees, shall be made only for services and supplies that are actually supplied to the Resident.

Attached as Exhibit III.B. and made a part of this Agreement is a listing of all Supplemental, Additional and Community Fees charged by the Operator, to include the Security Deposit.

C. RATE OR FEE SCHEDULE.

Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community 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 of each month and shall be delivered to the Operator at the Residence.

1. The Security Deposit, the Community Fee, the Basic Rate and any Supplemental Fees and/or Additional Fees will commence on the date this Agreement is signed.

2. Any payment received by the Operator after the seventh (7^{th}) day of the month when due, plus any outstanding balance, will incur a late charge of one and one-half percent (1 ½%) interest per month. A notification of any late charges, if necessary, will be sent with each monthly statement of charges. If the Resident, Resident's Representative and/or Resident's Legal Representative are in default of any term or condition of this Agreement, all charging privileges for additional services (such as beauty parlor, barber, sundries, dry-cleaning, etc.) may be suspended at the Operator's option.

3. The Resident, Resident's Representative and Resident's Legal Representative will be charged from the date of the Resident's admission up through and including the day of the Resident's discharge. The Resident's Discharge Date will be the day when all of his/her belongings and personal property are removed from the Residence before 4 p.m. If the

Resident's discharge occurs after 4 p.m., then the Resident's Discharge Date will be the following day.

4. If the Resident, Resident's Representative and/or Resident's Legal Representative are no longer able to pay for services provided for in this Agreement or additional services or care needed by the Resident, then the Operator will assist You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes, subject to the provisions regarding termination of this Agreement set forth in section XIII.

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 3, 4 and 5 below.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.

3. If You, or Your Resident Representative or 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.

4. 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.

5. 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 is $_____ per month (the rate for a one-month period may not exceed the established monthly rate). The basic length of time the space will be reserved is one month. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII 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 Your discharge, the Operator must provide You, Your Representative or Your 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 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 the Operator has agreed to accept such transfers, 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 V. 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 in attached form (DOH-5194) under Exhibit VI. 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 must not accept, nor allow Residence staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

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-5195) 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 _____ or I have applied for SSI funds_____.

I receive SNA funds_____ or I have applied for SNA 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 Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disabilities Act of 1990. 42 U.S.C. 12101 et seq. and with the provisions of those sections.

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 Services Plan.

4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, 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 XIII of the Agreement. However, if the operator also has and approved Enhanced Assisted Living Certificate, has a unit 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) chronically require the physical assistance of another person in order to walk; or
b) chronically require the physical assistance of another person to climb or descend stairs; or
c) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
d) 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 who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

XI. RULES OF THE RESIDENCE

Attached as Exhibit XI. and made a part of this Agreement are the Rules of the Residence. By signing this Agreement, You, Your Representative and Your Legal Representative agree to obey all reasonable Rules of the Residence.

XII. RESPONSIBILITIES OF RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE

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

1. Payment of the Security Deposit, the Basic Rate and any authorized Additional and agreed-to Supplemental or Community Fees as detailed in this Agreement.

2. Supply of personal clothing and effects.

3. Payment of all medical expenses including transportation for medical purposes, except when payment is available under Medicare, Medicaid 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 any change in Your health status, change in physician, or change in medications.

6. Informing the Operator promptly of any change of name, address and/or phone number.

B. The Resident's Representative shall be responsible for the timely completion of the obligations set forth in Section XII.A, above, if not previously completed by the Resident.

C. The Resident's Legal Representative, if any, shall be responsible for the timely completion of the obligations set forth in Section XII.A, above, if not previously completed by the Resident or the Resident's Representative.

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 thirty (30) days' notice from You, Your Representative or Your Legal Representative to the Operator of Your intention to terminate the Agreement and leave the facility;

3. Upon thirty (30) days' written notice from the Operator to You, Your Representative, Your Legal 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 thirty (30) days after delivery of notice, and include the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by New York 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 thirty (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 You or 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 XIII of this Agreement, except that the written notice of termination must be hand-delivered to You at the location to which You have been transferred. 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 XV 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

You, Your Representative, Your Legal Representative and your guests have the right to present complaints and recommendations for changes and improvements to the Residence.

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 XVI. 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

_____ 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:

1. The Security Deposit;

2. The Community Fee;

3. Any Additional Fees; and

4. Any Supplemental Fees.

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

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, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed-upon charges above and beyond the Basic Rate from either Your Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security or other public benefits, to meet Your obligations under this Agreement.

_____ _____

(Date) Guarantor's Signature

_____

Guarantor's Name (Print)

EXHIBIT I.A.1.

IDENTIFICATION OF ROOM

You may occupy and use private room #_____ in the Residence, subject to the terms of this Agreement.

EXHIBIT I.A.3.

FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

NUMBER	DESCRIPTION
1	*Single bed, with a mattress, box spring and pillow to include springs in good condition – a clean, comfortable, well-constructed mattress, and a clean, comfortable pillow of average bed size*
2	*Chair, bedside table, lamp, dresser and closet with space for the storage of resident's clothing*
3	*Lockable storage which cannot be removed at will, for personal articles and medications*
4	*At a minimum: 2 sets of sheets, 2 pillowcases, blanket, bedspread, towels, washcloths, soap and toilet tissue*
5	*Table*
6	*Hinged, lockable door entry*
7	
8	
9	
10	

EXHIBIT I.A.4.

FURNISHINGS & APPLIANCES PROVIDED BY YOU

NUMBER	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

The following are examples of restricted items:

- Zero tolerance for “open flames” (lighters, matches, candles, etc.)
- Non UL Surge protected extension cords
- Non UL Surge protected multi plug adapters/power strips
- Heat producing items
- Coffee makers*, Microwaves*, Hot pots, Space heaters
- Electric blankets and pads
- No beds with rails or higher than 36”

*Coffee makers and microwaves are ONLY allowed outside of the Special Needs unit and ONLY with a case-by-case waiver approved by the New York State Department of Health.

We request that you, the resident bring to the attention of the Case Manager any new or additional furnishing/appliances not listed above prior to you bringing them to Eastern Star Home so that we may assess their impact on your safety and security and the safety and security of other residents, the staff and Eastern Star Home building.

EXHIBIT I.C.

ADDITIONAL SERVICES/AMENITIES AVAILABLE

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

ITEM	CHARGE	PROVIDED BY
Dry Cleaning		*
Professional Hair Grooming	Please see below.	
Personal Toilet Articles		*
Commissary Goods		*
Medical Transportation		* **
Cultural/Activities Transportation		*
Long Distance Telephone Service		*
Local Phone Service		*
Air Conditioning (if available)		*
Cable T.V. (optional)	$49.00/month	Spectrum
Other (Specify)		*

* You may obtain this service at your expense from an outside vendor of your choice.

** Except when payment is available under Medicare, Medicaid or third-party coverage.

PROFESSIONAL HAIR GROOMING. Eastern Star Home, provides a full-service beauty shop for Eastern Star Home residents, serving both men and women. You may schedule appointments on a regular or as-needed basis. Please feel free to speak directly with the beauticians for any hairdressing needs You may desire. These services are optional and will be billed directly to You.

DESCRIPTION	COST
Comb-Out	$4.00
Wash Only	$5.00
Ladies Cut Only	$12.00
Cut/Wash/Set	$26.00
Color/Wash/Set	$40.00
Wash/Set	$13.00
Wash/Cut	$15.00
Permanent	$45.00
Cut/Color/Wash/Set	$50.00
Wash/ Highlight/Set	$52.00
Wash/Cut/Highlight/Set	$60.00
Men's Hair Cut	$14.00
Facial Waxing (eyebrow, lip or chin)	$5.00 Each area

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The Operator has no arrangements with other providers to offer home care or personal care services at the Residence. This Exhibit will be updated as frequently as necessary.

EXHIBIT II.

DISCLOSURE STATEMENT

Trustees of Eastern Star Hall and Home of the State of New York, ("The Operator"), as operator of Eastern Star Home ("the Residence"), 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 X.V.II. of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 8290 State Route 69, Oriskany, New York 13424 an Assisted Living Residence ("The Residence") known as Eastern Star Home, as well as an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and a Special Needs Assisted Living Residence. This additional certification may permit individuals who may 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 Enhanced Assisted Living services for up to a maximum of seven persons. The Operator is currently approved to provide Special Needs Assisted Living services for up to a maximum of fourteen persons.

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 program.

It is important to note that the Operator is currently approved to accommodate within the Enhanced Assisted Living and/or the Special Needs Assisted Living program only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living

Services and/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 services or Special Needs Assisted Living unit. If, however, such units 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 Enhanced Assisted Living Residence or Special Needs Assisted Living Residence program within this Residence, it may be necessary for You to change your room within the Residence.

3. The owner of the real property upon which the Residence is located is Trustees of Eastern Star Hall and Home of the State of New York. The mailing address of such real property owner is 8290 State Route 69, Oriskany, New York 13424. The following individual is authorized to accept personal service on behalf of such real property owner: Jeffrey S. French, Chief Executive Officer of Eastern Star Home located at 8290 State Route 69, Oriskany, New York 13424.

4. The Operator of the Residence is Trustees of Eastern Star Hall and Home of the State of New York The mailing address of the Operator is 8290 State Route 69, Oriskany, New York 13424. The following individual is authorized to accept personal service on behalf of the Operator: Jeffery S. French, Chief Executive Officer of Eastern Star Home.

5. Trustees of Eastern Star Hall and Home of the State of New York does not have any ownership interest, either legal or beneficial, in any outside entity that provides care, material, equipment or other services to residents of the Residence.

6. No outside entity that provides care, material, equipment or other services to residents of the Residence has an ownership interest, either legal or beneficial, in Trustees of Eastern Star Hall and Home of the State of New York.

7. Residents of the Residence have the right to receive services from service providers with whom Eastern Star Home does not have an arrangement.

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

9. If residents qualify, residential, supportive or home health services may be paid through public funds, including Medicare and Medicaid.

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the Assisted Living Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number (1-855-582-6769) to request an Ombudsman to advocate for the resident. 1-315-454-0168 is the Local LTCOP telephone number. The NYSLTCOP web site is www.LTCombudsman.ny.gov.

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

A. SECURITY DEPOSIT

Eastern Star Home charges a security deposit of $1,000. The security deposit is fully refundable within 3 business days of the Resident's discharge provided there is only normal, expected wear and tear of the room and any of the contents owned by the Operator, such as furniture, curtains, and carpet. If, however, there is damage beyond normal wear and tear, an estimate will be obtained for repair or replacement of the property and provided to the Resident/Responsible Party within 7 days of the inspection date. Any fees required to repair or replace property will be deducted from the security deposit and any remaining balance will be refunded to the Resident/Responsible Party within 3 business days of the receipt of the estimate.

B. COMMUNITY FEE

Prior to admission, the Resident, Resident's Representative or Resident's Legal Representative must pay a Community Fee to the Operator of $1,000.

1. The Community Fee is a one-time fee the Operator charges at the time of admission.

2. The Community Fee pays for transportation to activities and events and improvements to common areas and grounds.

3. The prospective Resident may choose to accept the Community Fee as a condition of residency in the Residence or to reject the Community Fee and thereby reject residency at the Residence.

4. This fee is only refundable within 30 days after admission if the resident elects to move-out.

C. FINAL CLEANING OF YOUR ROOM

The Resident, Resident's Representative and/or Resident's Legal Representative agree to leave Your room in the Residence in as good condition as when the Resident occupied it, reasonable wear and tear accepted.

1. If the Resident, Resident's Representative or Resident's Legal Representative do not leave Your room in the Residence in acceptable condition; [as determined by a move out walk through inspection that will be conducted with the Resident and/or their Representative, and they do not restore the property to its initial condition (keep the premises clean and sanitary; not damage or permit damage to the unit; dispose of garbage), except for normal wear and tear]; at the end of the term the Operator may clean the room and charge the actual cost of such cleaning and trash disposal to the Resident, Resident's Representative and/or Resident's Legal Representative as an Additional Fee which will be added to the Resident's final bill or deducted from Your Security Deposit. The Resident and/or their Representative may dispute these charges in a manner similar to resolving any grievance and as outlined in EXHIBIT X.V.I.

D. INTEREST AND COLLECTION COSTS

The Resident, Resident's Representative and/or Resident's Legal Representative agree that if they do not pay of any sum due under the terms of this Agreement on or before the seventh (7^{th}) day of the month when due, they will pay interest at the rate of One and One-Half percent (1.5%) per month on the outstanding balance, plus any court ordered fees, including but not limited to attorney's fees, court fees and other costs incurred by the Operator in enforcing the terms of this Agreement, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties.

EXHIBIT III.C.

RATE OR FEE SCHEDULE

NUMBER	DESCRIPTION	COST
1	Security Deposit:	$ 1,000.00
2	Community Fee:	$ 1,000.00
3	Private Room Basic Rate:	$ 5,760.00
4	Service Package Tiered Fees based on resident care needs in excess of the Basic Rate care services: Level One Package ($1,000) Level Two Package ($2,000)	$
5	Additional Fees: a. Final cleaning of your room (actual cost) b. Interest and collection costs	

Memory Care Room Floor Plan	Basic Rate	Level 1 Package	Level 2 Package
Private Room with Full Bath **(200-250 sq. ft.)**	$5,760	+ $1,000.00	+ $2,000.00

The Basic Rate Package provides services that are available to all residents at no additional charge beyond the Basic Rate. These services include a minimum of three and three-quarter (3.75) hours per week of personal care including reminders (e.g., meals, showers, etc.), wellness checks such as weight and blood pressure monitoring, assistance with Activities of Daily Living (ADLs): bathing; grooming; dressing; toileting (if applicable); ambulation (if applicable); transferring (if applicable); feeding; and medication management.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Residence, in consultation with Your Physician, prior to move-in; whenever there are significant changes in Your needs; upon Your Physician's request; and every six months thereafter or as frequently as needed. If the comprehensive assessment indicates that You require services in excess of those provided in The Basic Rate Package, You will be required to pay the associated additional fees.

Level One and Level Two Packages identify which services are available at additional charges for services that exceed the Basic Rate Service package. These services are available in the Special Needs unit. However, some services, including those that require licensed or certified staff, may require a resident to be in the Enhanced Assisted Living program which has a limited number of program openings available.

If a resident requires services in the Level 1 or 2 package but <u>DOES NOT</u> exceed 3.75 hour per week, they will only be charged the Basic Rate.

	<u>Basic Rate Package</u> (care which routinely requires up to 3.75 hours per week)	**<u>Level One Package</u>** (care which routinely exceeds 3.75 hours per week)	**<u>Level Two Package</u>** (care which routinely exceeds 3.75 hours per week)
1.	**Three Meals & Snacks Daily**	**Three Meals & Snacks Daily**	**Three Meals & Snacks Daily**
2.	**Laundry**	**Laundry**	**Laundry**
3.	**Housekeeping**	**Housekeeping**	**Housekeeping**
4.	**Activity Programming**	**Activity Programming**	**Activity Programming**
5.	**Case Management**	**Case Management**	**Case Management**
6.	**Showering/Bathing** • • **Reminders and/or prompting** • **Physical assistance from staff with resident participation < 15 minutes per episode**	**Showering/Bathing** • • **Physical assistance from staff with minimal assistance from resident 15-30 minutes per episode**	**Showering/Bathing** • • **Prolonged physical assistance from staff with minimal assistance from resident >30 minutes per episode**
7.	**Dressing and Grooming** **(Inc. Compression Hose, Shaving, Oral Care, Hair Care)** • Reminders and/or Prompting • Physical Assistance from Staff <u>with</u> Resident participation ≤15 minutes per episode • Assistance with Layout/ Selection of Clothing	**Dressing and Grooming** **(Inc. Compression Hose, Shaving, Oral Care, Hair Care)** • Physical Assistance from Staff <u>with minimal</u> Resident participation 15-30 minutes per episode	**Dressing and Grooming** **(Inc. Compression Hose, Shaving, Oral Care, Hair Care)** • Full physical Assistance from Staff required (Resident is unable to participate); or • Prolonged Physical Assistance from Staff <u>with minimal</u> Resident participation >30 minutes per episode
Unmanaged incontinence requires EALR.			
8.	**Toileting/Incontinence Care** • Periodic Reminders and/or Prompting	**Toileting/Incontinence Care** • Assistance by Staff (Including Standby Required for Safety); or • • Physical assistance from staff with minimal Resident participation up to 20 minutes per episode	**Toileting/Incontinence Care** • Assistance by Staff for Unmanaged Incontinence; or • • Prolonged physical assistance from staff with minimal resident participation >20 minutes per episode
9.	**Medication Assistance**	**Medication Assistance**	**Medication Assistance**

	• Case Management and Periodic Assessments of Self-administration • Assistance with Self-administration for Medications	No additional charges unless a medication is required to be administered by a licensed professional (LPN or RN) See below for additional charges for Skilled Nursing Services	No additional charges unless a medication is required to be administered by a licensed professional (LPN or RN) See below for additional charges for Skilled Nursing Services
10.	**Safety Checks Due to at-risk Situations (i.e. falls, behavioral issues, elopement)** • Once per Shift and every 2hrs at night	**Safety Checks Due to at-risk Situations (i.e. falls, behavioral issues, elopement)** • Recurrent checks beyond the basic service but not more frequently than every 2 hours	**Safety Checks Due to at-risk Situations (i.e. falls, behavioral issues, elopement)** • Recurrent checks more frequently than every 2 hours *If 1:1 staffing is required it will be charged at an hourly rate of $22.00/hour **NOTE** – a resident requiring these services may indicate that the resident will need to be evaluated to determine whether they require a higher level of care. The operator will assist a resident in obtaining any required evaluations. If a resident does require a higher level of care, the Operator will assist them in finding appropriate alternative placement.
Physical assistance with transfers and ambulation requires EALR.			
11.	**Transfers and Ambulation** • Cueing, Distant Supervision and/or • Standby for safety if required	**Transfers and Ambulation** • Physical Assist of One for Difficult Maneuvers (i.e. car, tub, shower, etc.)	**Transfers and Ambulation (Assistance of two staff requires an HHA or nurse)** • Physical Assistance of One Staff continually • Physical Assistance of Two for Imbalance and/or Safety for Short-term Situations (up to 3 months)
Full assistance with medical equipment requires EALR			
12.	**Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.)**	**Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.)**	**Medical Equipment (Emptying, Cleaning, and Changing Catheter or Ostomy Drainage Bag, Oxygen, Nebulizers, CPAP/BiPAP, etc.)**

	• Minimal, Intermittent Assistance with Self-Managed Care	• Physical Assistance from staff with minimal Resident participation up to 20 minutes per episode	• • Prolonged physical Assistance from staff with minimal resident participation >20 minutes per episode
All skilled nursing services require EALR EXCEPT for injectable medications delivered under an Equivalency Waiver approved by NYSDOH.			
13.	**Skilled Nursing (EALR Only)** • Dressing Changes for a Duration <2 weeks provided by an RN or LPN	**Skilled Nursing (EALR Only)** • Periodic, On-going RN Assessment <Weekly (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications such as Coumadin or diuretics, Refractory Pain Control, etc.); or • Dressing Changes Once/day (>2 week Duration) • Full Administration of a Medication <u>Required to be Performed by a Licensed Professional</u> 3 times/day	**Skilled Nursing (EALR Only)** • Frequent, On-going RN Assessment <u>≥</u>Weekly (i.e. Required for Medical Conditions such as CHF, COPD, or Brittle Diabetes, Frequent Changes in Medications such as Coumadin or diuretics , Refractory Pain Control, etc.); or • Dressing Changes <u>≥</u>Twice/day (>2 week Duration) • Full Administration of a Medication <u>Required to be Performed by a Licensed Professional</u> <u>≥</u> 4 times/day

EXHIBIT V.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

NUMBER	DESCRIPTION	LOCATION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Agreements made by third-parties for Your benefit:

_____

_____

_____

_____

_____

EXHIBIT V.I.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____ **OPERATING CERTIFICATE NUMBER:** _____

ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	RESIDENT NAME / DESCRIPTION	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT X.I.

RULES OF THE RESIDENCE

As a resident of Eastern Star Home, You are responsible to:

A. Be respectful and considerate of Eastern Star Home residents, visitors and staff.

B. Provide accurate and complete information, to the best of Your knowledge, about Your present condition, past illnesses and hospitalizations, medications and other matters relating to Your health.

C. Make it known whether You do not clearly understand any direction provided to You by the Residence and what is expected of You.

D. Obey all Eastern Star Home rules and be responsible for following Your Individualized Service Plan.

E. Be responsible for Your actions if You refuse treatment or if You do not follow Your doctor's instructions.

F. Respect the property of Eastern Star Home, its residents, staff and visitors.

G. Assure that Your financial obligations are paid promptly and in full.

H. Observe the Eastern Star Home smoke-free facility:

1. Smoking is prohibited in all areas of the building and grounds for staff, residents and visitors.

I. Make fire safety a critical concern:

1. Pay attention to all fire drills. As a safety precaution, fire drills will be held regularly to familiarize You, other Eastern Star Home residents, staff and visitors with fire safety procedures. Per 18NYCRR 487.12, Residents are required to participate in fire drills at least once in each calendar quarter and are required to participate in a total evacuation of the building at least once per year.

2. Never sit or stand in doorways because fire doors are heavy and close automatically at the sound of the fire alarm.

J. Keep Your room clean. Pick up clothing, books, shoes and other items that might cause someone to trip and fall.

K. Advise Eastern Star Home staff if anything in Your room needs to be repaired or moved.

EXHIBIT X.V.

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;, HOWEVER, PROVIDING ADDITIONAL SERVICES TO A RESIDENT SHALL NOT BE CONSIDERED A FEE INCREASE PURSUANT TO THIS PARAGRAPH; AND

(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 OR ANY OTHER MEANS.

EXHIBIT X.V.I.

RESIDENT COMPLAINT, GRIEVANCES AND RESOLUTION

A. Every Eastern Star Home resident, Resident's Representative, Resident's Legal Representative and guest has the right to present complaints and recommendations for changes and improvements to Eastern Star Home.

1. Complaints and recommendations may be given to the Program Director or any member of the Eastern Star Home management team.

2. If a Eastern Star Home resident, Resident's Representative, Resident's Legal Representative or guest wants to submit a compliant or recommendation anonymously, they should put it in writing and place it at the front desk or mail it to Eastern Star Home at PO Box 959, Oriskany, New York 13424.

3. Eastern Star Home will endeavor to promptly investigate and evaluate each complaint and recommendation it receives.

4. Eastern Star Home will endeavor to handle all complaints and recommendations in a confidential manner.

5. Eastern Star Home will respond to each complaint and recommendation it receives within twenty-one days and initiate such actions as it deems appropriate.

6. Eastern Star Home will inform the complaining party of the result of the investigation and any action taken in response.

7. Responses to anonymous complaints and recommendations will be posted in a readily-visible common area of the Residence.

B. Eastern Star Home residents may organize and maintain councils or such other self-governing body as the residents may choose. Eastern Star Home 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 its concerns.

EXHIBIT X.V.II.

DEPARTMENT OF HEALTH CONSUMER INFORMATION GUIDE

The Operator is required to provide you with the Department of Health Consumer Information Guide. This will be made available to you in hard copy unless you prefer to access an electronic version. The electronic version may be located at https://www.health.ny.gov/publications/1505.pdf. Additionally, if you prefer, the Operator will provide you with access to a computer or other electronic means by which you can access this document.