



**Department
of Health**

CONSUMER SUMMARY

Facility Posting

Facility Operating Certificate Name	<i>Kingsway Manor, LLC (Operating Certificate #650-F-103)</i>
Full Address	<i>357 Kings Rd. Schenectady, NY 12304</i>
Website link Facility	https://www.kingswaycommunity.com/
Website link DOH	https://www.health.ny.gov/
Starting rent for each license and certification	<i>ALR \$6,420 per month private EALR \$7,120 per month private SNALR \$8,950 per month private</i>
Summary of Services (consistent language)	<i>Assistance with personal care, medication assistance, supervision, life enrichment programs, case management, housekeeping, laundry service, transportation to outings and local doctor appointments, 24-hour onsite licensed nurses Disclaimer: This list is a summary and not exhaustive. Additional Details can be found in the Link below for Approved Residency Agreement.</i>
Cost for Additional Services – Tier billing or other	<i>Tier billing model applies for higher support needs</i>



Kingsway Manor Assisted Living

RESIDENCY AGREEMENT

TABLE OF CONTENTS

- I. Housing Accommodations and Services***
 - A. Housing Accommodations and Services***
 - B. Basic Services***
 - C. Additional Services***
 - D. Licensure/Certification Status***
- II. Disclosure Statement***
- III. Fees***
 - A. Basic Rate***
 - B. Supplemental, Additional or Community Fees***
 - C. Rate or Fee Schedule***
 - D. Billing and Payment Terms***
 - E. Adjustments to Basic Rate or Additional or Supplemental Fees***
 - F. Bed Reservation***
- IV. Refund/Return of Resident Monies and Property***
- V. Transfer of Funds or Property to Operator***
- VI. Property or items of value held in the Operator's custody for You***
- VII. Fiduciary Responsibility***
- VIII. Tipping***
- IX. Personal Allowance Accounts***
- X. Admission and Retention Criteria for an Assisted Living Residence***
- XI. Rules of the Residence (if applicable)***
- XII. Responsibilities of Resident, Resident's Representative and Resident's Legal Representative***
- XIII. Termination and Discharge***
- XIV. Transfer***
- XV. Resident Rights and Responsibilities***
- XVI. Complaint Resolution***
- XVII. Miscellaneous Provisions***
- XVIII. Authorization agreement***

EXHIBITS

EXHIBIT I.A.1.	Identification of apartment room
EXHIBIT I.A.3.	Furnishings/appliances provided by operator
EXHIBIT I.A.4.	Furnishings/appliances provided by you
EXHIBIT I.C.	Additional services supplies or amenities
EXHIBIT I.D.	Licensure/certification status of providers
EXHIBIT II.	Disclosure statement
EXHIBIT III.A.1.	Tiered fee arrangements
EXHIBIT III.A.2.	Assisted Living, Enhanced Assisted Living
EXHIBIT III.A.3.	Enhanced assisted living addendum
EXHIBIT III.B.	Supplemental, additional or community fees
EXHIBIT III.C.	Rate or fee schedule
EXHIBIT IV.	Transfer of funds or property to operator
EXHIBIT V.	Property/items held by operator for you
EXHIBIT VI.A.1.	Special Needs tiered fee arrangements
EXHIBIT VI.A.2.	Special Needs addendum for special needs and enhanced special needs
EXHIBIT VI.A.3.	Special Needs assisted living addendum
EXHIBIT VII.	Rules of the residence: Kingsway Manor handbook
EXHIBIT VIII.	Rights and responsibilities of residents
EXHIBIT IX.	Operator procedures: resident grievances and recommendations

RESIDENCY AGREEMENT

A. **This agreement** is made between Kingsway Manor, LLC, 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 357 Kings Road, Schenectady New York 12304 an Assisted Living Residence (“The Residence”) known as Kingsway Manor Assisted Living 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 _____(*Insert beginning date of residency*) 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/Studio Apartment/Suite/1 Bedroom Apartment.** You may occupy and use a private room (), or studio apartment (), or suite (), or 1 Bedroom apartment (), identified on Exhibit I.A.1., 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: Ft. Orange Lounge, Activity Room, Courtyard, front porch, main lobby, and second floor lobby.
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 apartment/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 apartment/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 (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 and included in Your Individualized Service Plan: Regular, No Added Salt, No Concentrated Sweets, Mechanical Soft, and Gluten Restricted.
- 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.**
- 4. Linen Service.** (towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition)
- 5. Laundry of Your personal Washable clothing.**
- 6. Supervision on a 24-hour basis.** The Operator will provide appropriate staff on-site 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, medication acquisition, storage and disposal, assistance with self-administration of medication.
- 9. Development of Individualized Service Plan.** An ISP will be developed and reviewed every six months or when there is a change in condition. *(including ongoing review and revision 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) Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative (*add any other party to be charged under the agreement*) agree that the Resident (*or other specified party*) 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) (\$_____per day).

(2) Tiered Fee Arrangements

A "Tiered" fee arrangements, in which the amount of the Basic Rate depends upon the types 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 III.A.1. and Exhibit III.A.2., Exhibit VI.A.1., and Exhibit VI.A.2. and are made a part of the Agreement. Such exhibit describes the types 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.

A Supplemental fee must be at 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*).

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 choose 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.

The Application Fee includes but is not limited to processing the application, conducting the personal interview, and coordinating and evaluating the medical and financing information. See also, *Exhibit III.B. Any Supplemental, Additional or Community Fees to be charged to the Resident.*

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. (See *Exhibit III. B.*)

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 (Include any specific billing and payment requirements, including late fees, if any.) Payment is due by _____
and shall be delivered to _____.

In the event the resident, resident's representative or resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the resident, residency may be terminated in accordance with the provisions regarding termination of this agreement set forth in section XIII, Termination and Discharge.

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. Due to multiple size rooms, the charge to the resident is based on the monthly room and board charge listed on Exhibit III.A.1. (The total of the daily rate for a one-month period may not exceed the established monthly rate). The [basic] length of time the space will be reserved is twelve months. 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 You leave 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 or 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, 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 IV. 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 V. 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-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 / 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.
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 additional terms of the "Enhanced Assisted Living Residence Addendum" will apply. (See Exhibit III.A.3.) If You are being admitted to a duly certified Special Needs Assisted Living Residence the "Special Needs Assisted Living Residence Addendum" (See Exhibit VI.A.3.) will apply.
5. 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, Special Needs 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 an approved Enhanced Assisted Living Certificate, a Special Needs 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, Special Needs Assisted Living unit.

6. 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 other persons in order to walk; or (b) chronically required the physical assistance of other persons 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.
7. 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.
8. Special Needs Assisted Living Care is provided to persons who:
 - (a) present with a diagnosis of Alzheimer's disease, related dementia or cognitive impairment prior to admission through a process that rules out alternative diagnosis; (b) is confused (i.e. disoriented to person, place, time) and requires twenty-four (24) hour direction and/or supervision; (c) can participate in a therapeutic environment; (d) ambulates independently; (e) presents with an altered sleep and wake cycle; (f) requires supervision or assistance with bathing or dressing; (g) requires minimal assist at meal times (i.e. giving directions, supervising or cutting food); (h) is not violent or abusive and accepts staff redirection and/or supervision for intervention of behavioral issues; (i) may have bladder and or bowel incontinence, but is able to be managed by a staff member; (j) is not currently drug or alcohol dependent; (k) demonstrates source of payment.

XI. Rules of the Residence (if applicable)

Attached as Exhibit VII. and made a part of this Agreement are the 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 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 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.

B. The Resident's Representative shall be responsible for the following:

C. The Resident's Legal Representative, if any shall be responsible for the following:

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. This notice of termination which will include the date of termination and discharge shall be hand delivered to the resident.

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 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 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 VIII. 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

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 IX. 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.

Signature of Resident

Date

Signature of Resident's Representative

Date

Signature of Resident's Legal Representative

Date

Signature of Operator or Operator's Representative

Date

(Optional) Personal Guarantee of Payment

_____ personally guarantees payment of charges for Your Basic Rate.

Personal Guarantee of Payment of charges not covered by 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

Date

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

Date

Guarantor's Name (print)

EXHIBIT I.A.1.
IDENTIFICATION OF APARTMENT/ROOM

- ☐ Standard Room
- ☐ Standard Room with Shower
- ☐ Large Deluxe Room
- ☐ Corner Unit
- ☐ Suite
- ☐ Studio Apartment
- ☐ 1 Bedroom Apartment
- ☐ Single occupancy
- ☐ Double occupancy

EXHIBIT I.A.3.
FURNISHINGS/APPLIANCES PROVIDED BY OPERATOR

Each resident room comes equipped with the following:

- 1 Twin Bed
- 1 Table lamp
- 1 Wardrobe/closet
- 1 Night stand
- 1 Large dresser with mirror
- 1 Chair

EXHIBIT I.A.4.
FURNISHINGS/APPLIANCES PROVIDED BY YOU

EXHIBIT I.C.
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	Responsibility
Dry Cleaning	Resident's Expense/Market Rate
Professional Hair Grooming	Resident's Expense/Market Rate
Personal Toilet Articles	Resident's Expense/Market Rate
Commissary Goods	Resident's Expense/Market Rate
Medical Transportation (scheduled)	Facility
Cultural/Activities Transportation	Facility
Long Distance Telephone Service	Resident's Expense/Market Rate
Local Phone Service	Resident's Expense/Market Rate
Air Conditioning*	See Below
Medical Transportation Escort, if deemed necessary, for all medical trips that utilize Kingsway Transportation	Resident's Expense/Market Rate
Guest Meals	Resident's Expense/Market Rate
Newspaper	Resident's Expense/Market Rate
Other (Specify)	

*All common areas of Kingsway Manor are air-conditioned, as well as some individual resident rooms. A resident is permitted to purchase, at personal expense, an air conditioner for his/her room. The facility will install, remove, and store the air conditioner free of charge.

EXHIBIT I.D.

LICENSURE/CERTIFICATION STATUS OF PROVIDERS

Kingsway Manor, LLC has an arrangement with Kingsway Home Care Service, Inc. This agency is a Licensed Home Care Service Agency and is licensed as such.

EXHIBIT II

DISCLOSURE STATEMENT

Kingsway Manor, LLC, (“The Operator”) as operator of Kingsway Manor Assisted Living, (“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 available to You upon request and/or on the New York State Department of Health website, www.health.state.ny.us.
2. The Operator is licensed by the New York State Department of Health to operate at 357 Kings Road, Schenectady, New York 12304, an Assisted Living Residence as well as an Adult Home.

The Operator is also certified to operate at this location an Enhanced Assisted Living Residence. This additional certification (or these additional certifications) 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 Enhanced Assisted Living services and 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:

3. Enhanced Assisted Living services for up to a maximum of 50 persons.

Below is a list of the needs/conditions that The Operator is able to serve and accommodate under its Enhanced Assisted Living Certification: *(See Exhibit III.A.2.)*

As all Kingsway Manor Assisted Living beds are available as enhanced beds, the resident need not move should he/she develop a need, as a result of aging-in-place, for enhanced care. A change of status as specified in the Enhanced Addendum will be necessary. Should You require care that cannot be provided by the services provided by Enhanced Care, 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. This includes providing liaison to such organizations as Hospice, Kingsway Home Care, and Visiting Nurses Association.

Special Needs Assisted Living Services for a maximum of 20 persons.

Below is a list of the needs/conditions that the Operator is able to serve and accommodate under its Special Needs Assisted Living Certification; *(See Exhibit VI.A.2.)*

Kingsway Manor Special Needs Assisted Living beds are available within a dedicated unit, as all Kingsway Manor Assisted Living beds are available as enhanced beds, the resident need not move should he/she develop a need, as a result of aging in place; so long as there is an Enhanced Assisted Living Residence bed available. A change of status as specified in the Enhanced Addendum and/or Special Needs Addendum will be necessary. Should You require care that cannot be provided by the services provided by Enhanced Care, the Operator will assist You and Your Representative to identify and obtain other appropriate living arrangements in accordance with New York State’s regulatory requirements. This includes providing liaison to such organizations as Hospice, Kingsway Home Care, and Visiting Nurses Association.

4. The owner of the real property upon which the Residence is located is 357 Kings Road LLC. The mailing address of such real property owner is 323 Kings Road, Schenectady, New York 12304. The following individual is authorized to accept personal service on behalf of such real property owner: Azra Stracuzzi, 357 Kings Road, Schenectady, New York 12304.
5. The Operator of the Residence is Kingsway Manor LLC. The mailing address of the Operator is 323 Kings Road, Schenectady, New York 12304. The following individual is authorized to accept personal service on behalf of the Operator: Michael C. McPartlon, 323 Kings Road, Schenectady, New York 12304.
6. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity which provides care, material, equipment or other services to residents of the Residence: Kingsway Home Care Services, Inc.
7. List any ownership interest in excess of 10% (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator: there is no other ownership interest.
8. On request or on the basis of a perceived need, the facility will assist residents and/or responsible parties with information regarding necessary services provided by multiple vendors without respect to the connection to or relationship with Kingsway Community or any of its affiliates.
9. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
10. Whenever feasible, Kingsway Manor will make residents and/or responsible parties aware of public funding available to defray care expenses for home health, durable medical goods, etc., e.g., Veterans benefits, Title 20 (Medicare) benefits, other benefits, knowledge of which becomes known to the Operator.
11. 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 or regarding Home Care Services is 1-800-628- 5972.
12. 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. 518-372-5667 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltcombudsman.ny.gov

EXHIBIT III.A.1.**TIERED FEE ARRANGEMENTS****PRIMARY OCCUPANT PER MONTH**

ROOM/APARTMENT	ALR	EALR I (+\$700)	EALR II (+\$1200)
Standard Room (Primary)	\$6420	\$7120	\$7620
Standard Room with shower(Primary)	\$6600	\$7300	\$7800
Large Deluxe(Primary)	\$7040	\$7740	\$8240
Corner Deluxe(Primary)	\$7800	\$8500	\$9000
Suite(Primary)	\$8170	\$8870	\$9370
Studio Apartment J (Primary)	\$7160	\$7860	\$8360
Studio Apartment G (Primary)	\$7260	\$7960	\$8460
Studio Apartment D(Primary)	\$7780	\$8480	\$8980
1 Bedroom Apartment F(Primary)	\$8400	\$9100	\$9600
1 Bedroom Apartment E (Primary)	\$8680	\$9380	\$9880
1 Bedroom Apartment E1 (Primary)	\$8840	\$9540	\$10040
SECOND OCCUPANT FEE:	\$2400	\$3100	\$3600

Date Effective: 11/15/2025**PRIMARY OCCUPANT IS:** _____**2nd OCCUPANT IS:** _____

Apartment/Room Type	Level of Care	Monthly Rate
_____	_____	_____
_____	_____	_____
Resident's Signature		Date
_____		_____
Resident's Representative's Signature		Date
_____		_____
Resident's Legal Representative's Signature		Date
_____		_____
Operator or Operator's Representative's Signature		Date

EXHIBIT III.A.2.

ASSISTED LIVING and ENHANCED ASSISTED LIVING

Assisted Living	Enhanced Assisted Living Level I	Enhanced Assisted Living Level II
<p>ADLs:</p> <ul style="list-style-type: none"> - Assistance / supervision with personal hygiene: bathing, grooming, dressing - Independent mobility including wheel chair, walker, scooter - Reminders for social activities - Independent management of medical equipment - Case Management - ISP - Daily routine verbal reminders needed for bowel and bladder - Exhibits memory loss, needs redirection & orientation daily to person, place, time - Assistance to manage medical equipment: oxygen, transfer assist devices, OT/PT/ADL devices <p>Medication:</p> <ul style="list-style-type: none"> - Supervision / assistance with “self administration” - Medication acquisition, storage, and disposal - PRN medication - Subcutaneous /Intramuscular injections (i.e. insulin, Vit B12) - Blood Glucose monitoring <p>Clinical Services:</p> <ul style="list-style-type: none"> - Laboratory coordination (glucose, PT/INR, etc) <p>Nutritional Services:</p> <ul style="list-style-type: none"> - Gluten Restricted Diet - Three meals daily, two snacks, modified diets <p>Ancillary Services:</p> <ul style="list-style-type: none"> - Housekeeping - Laundry - Case Management - Personal allowance account - Transportation to scheduled medical appointments when available - Minimum of 10 hours/week for activities (included for all levels) 	<p>ADLs:</p> <ul style="list-style-type: none"> - 1:1 supervision for meals, food tracking - 1:1 assist with to include, but not limited to: hygiene, bathing, dressing, toileting, incontinence device, peri care, toileting schedule <p>Clinical Services:</p> <ul style="list-style-type: none"> - Oxygen saturation - Simple measurements: taking vital signs, BP, temperature, heart rate - Enemas, vaginal/rectal suppositories 	<p>ADLs:</p> <ul style="list-style-type: none"> - 1:1 supervision and/or contact guard for transfer/ambulation - 1:1 assist using gait belt for transfer/ambulation - Chronic assist of 1 – 2 person(s) for transfers (sit/stand, wheel chair, mobility, etc) - 1:1 assist with colostomy, ileostomy, foley care and maintenance <p>Clinical Services:</p> <ul style="list-style-type: none"> - Complex dressing change daily or of greater frequency (wet to dry normal saline, zeraform gauze, packing, etc.) - Assistance with Miami J Collar - Skilled observation (less than 24 hours per day) by a Registered Nurse - Wanderguard

* Minimum staffing of three people at night for EARL I and EARL II

Total service hours identified if all services are provided: EARL I = 117.90, EARL II = 253.85. Time and service to be determined by the needs of the resident as reflected per the ISP. Time and service subject to change with ISP review/update.

EXHIBIT III.A.3.
KINGSWAY MANOR
ENHANCED ASSISTED LIVING ADDENDUM

This is an addendum to a Residency Agreement made between Kingsway Manor LLC, the Operator, and _____ the “Resident or the

Resident’s Representative, or 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 Kingsway Manor LLC. located at 357 Kings Road, Schenectady, New York 12304.

II. Physician Report

You have submitted to the Operator a written report from Your physician, which report 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 are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Enhanced Assisted Living Residence, (the “Residence”) and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR 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 work experience and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence — All staff, including but not limited to the Administrator, Social Service Case Manager, Resident Services Director, skilled and para professional staff hold licensure, education, certification and training as required, to service the residents in the Enhanced Living Residence level of care.
- 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.

If 24 Hour Skilled Nursing or Medical Care is Needed

VI. 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 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 at 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.

Signature of Resident

Date

Signature of Resident's Representative

Date

Signature of Resident's Legal Representative

Date

Signature of Operator or Operator's Representative

Date

EXHIBIT III.B.
SUPPLEMENTAL, ADDITIONAL OR COMMUNITY FEES

Non-refundable Application Fee\$2500.00

EXHIBIT III.C.
RATE OR FEE SCHEDULE

See Exhibit III.A.1., Exhibit III.A.2., Exhibit VI.A.1. and Exhibit VI.A.2.

EXHIBIT IV.
TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

_____	_____
_____	_____
_____	_____

EXHIBIT V.
PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

_____	_____
_____	_____
_____	_____

EXHIBIT VI.A.1.

Special Needs Fee Arrangements Addendum

TIERED FEE ARRANGEMENTS

Special Needs Tiered Fee Arrangements

ROOM	SNALR	SNALR I
Standard Room	\$8950	\$10150
Standard Room with shower	\$9150	\$10350
Deluxe Room	\$9320	\$10520
Corner Deluxe	\$9460	\$10660
Mohawk Room	\$9600	\$10800

Date Eff: 11/15/2025

Room Type

Level of Care

Monthly Rate

Resident's Signature

Date

Resident's Representative's Signature

Date

Resident's Legal Representative's Signature

Date

Operator or Operator's Representative's Signature

Date

EXHIBIT VI.A.2**ASSISTED LIVING RESIDENCE****SPECIAL NEEDS ADDENDUM****SPECIAL NEEDS and ENHANCED SPECIAL NEEDS**

Special Needs*	Special Needs Enhanced Assisted Living Level I
<p>ADLs:</p> <ul style="list-style-type: none"> - 1:1 assist, supervision, verbal cueing for dressing, personal hygiene, bathing - Frequent redirection (i.e. hourly or less) - Supervision/ verbal cueing with social skills and communication - Supervision for environmental safety (difficulty with spatial & perception) - Direct supervision for meals, food tracking - 1:1 assist with toileting, incontinence device, peri care, toileting schedule - Assistance to manage medical equipment: oxygen, transfer assist devices, OT/PT/ADL devices <p>Medication:</p> <ul style="list-style-type: none"> - Supervision / assistance with “self administration” - Medication acquisition, storage, and disposal - PRN medication - Subcutaneous /Intramuscular injections (i.e. insulin, Vit B12) - Blood Glucose monitoring <p>Clinical Services:</p> <ul style="list-style-type: none"> - Laboratory coordination (glucose, PT/INR, etc) <p>Nutritional Services:</p> <ul style="list-style-type: none"> - Gluten Restricted Diet - Three meals daily, two snacks <p>Ancillary Services:</p> <ul style="list-style-type: none"> - Housekeeping - Laundry - Modified diets - Case Management - Personal allowance account - Transportation to scheduled medical appointments when available - Minimum of 28 hours/week for activities (included for all levels) - Secured unit: doors with mechanized locks for 30 second delay egress, window stops. 	<p>ADLs:</p> <ul style="list-style-type: none"> - 1:1 assist with colostomy, ileostomy, foley care and maintenance <p>Clinical Services:</p> <ul style="list-style-type: none"> - Oxygen saturation - Simple measurements: taking vital signs, BP, temperature, heart rate - Complex dressing change daily or of greater frequency (wet to dry normal saline, zeraform gauze, packing, etc.) - Enemas, vaginal/rectal suppositories - RN assessment every month and as needed

* Minimum staffing ratio of one staff member to eight residents per each shift.

Total service hours identified if all services are provided: SNEALR I = 238.30. Time and service to be determined by the needs of the resident as reflected per the ISP. Time and service subject to change with ISP review/update.

EXHIBIT VI.A.3.

SPECIAL NEEDS ASSISTED LIVING ADDENDUM

This is an addendum to a Residency Agreement made between Kingsway Manor LLC, the Operator,

And the _____ “Resident or the Resident’s Representative, or 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. Special Needs Assisted Living Certificate

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living at Kingsway Manor LLC. located at 357 Kings Road, Schenectady, New York 12304.

II. Physician Report

You have submitted to the Operator a written report from Your physician, which report states that:

- a. Your physician has physically examined You within the last month prior to Your admission into this Special Needs Assisted Living Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at this Special Needs Assisted Living Residence, (the “Residence”) and the Operator has accepted Your request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as SNALR and made a part of this Agreement is a written description of:

- Services to be provided in the Special Needs Assisted Living Residence;
- Staffing levels: Registered Nurse oversight, Program Director, Licensed Practical Nurse accessibility, Certified Home Health Aides.
- Staff education and training work experience and any professional affiliations or special characteristics relevant to serving persons in the Special Needs Assisted Living Residence — All staff, including but not limited to the Administrator, Social Service Case Manager, Resident Services Director, skilled and para professional staff hold licensure, education, certification and training as required, to service the residents in the Special Needs Living Residence level of care.
- Environmental modifications have been made to protect the health, safety and welfare of persons in the Residence - doors with mechanized locks for a 30 second delayed egress, window stops.

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.

If 24 Hour Skilled Nursing or Medical Care is Needed

VI. 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 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 at 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.

Signature of Resident

Date

Signature of Resident's Representative

Date

Signature of Resident's Legal Representative

Date

Signature of Operator or Operator's Representative

Date

EXHIBIT VII.
RULES OF THE RESIDENCE: *KINGSWAY MANOR HANDBOOK*

EXHIBIT VIII.
RIGHTS AND RESPONSIBILITIES OF RESIDENTS

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 contradicted, 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 (45) 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 or any other means.

EXHIBIT IX. RESIDENT GRIEVANCES AND RECOMMENDATIONS

Grievances and Recommendations by Residents may be handled in a variety of ways:

- The Resident may present a grievance/recommendation to the Resident Council. The Chairperson will refer the grievance/recommendation to the appropriate Department Head or to the Administration and will present the answer to the Council at the following meeting.
- The Resident may see the Case Manager. The Case Manager will fill out a grievance form. If the Case Manager is able to resolve the concern, he/she shall do so. If not, the Case Manager will distribute the grievance form to the appropriate Department Head. In either case, the Case Manager will send a copy of the completed grievance form to the Administrator. A confidential written response will be issued by the appropriate party and will be given to the Resident within three (3) business days of receipt of the concern.
- The Resident may request an appointment with the Administrator. If the Administrator can resolve the concern, he/she will fill out the grievance form for archive purposes. If the Administrator chooses, he/she may transmit the form to the appropriate Department Head, who is obliged to answer it within three (3) business days of receipt of the concern.
- The Resident, on the grievance form or on any other paper, may add their grievance/recommendation to the Suggestion Box. If the grievance/recommendation is signed, a confidential written response will be issued by the appropriate party and will be given to the Resident within three (3) business days of receipt of the concern.
- The Resident may request an appointment with the Ombudsman.
- The Resident may approach the appropriate department head.
- The grievance, investigation, and action taken will be maintained on file, in a secure location to maintain resident confidentiality, and in accordance with applicable regulatory statutes.
- If an anonymous grievance/recommendation is received by The Administration in the Suggestion Box unsigned, the response will still be obtained within three (3) business days of receipt of the concern. However, the venue at which the response will be addressed will be the next scheduled Resident Council Meeting.
- The grievance, investigation, and action taken will be maintained on file, in a secure location to

maintain resident confidentiality, and in accordance with applicable regulatory statutes.

- The Resident may contact the office of the ombudsman, . 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. 518-372-5667 is the Local LTCOP telephone number. The NYSLTCOP web site is www.ltombudsman.ny.gov.

- The Resident may also contact the Department of Health at 1-866-893-6772.

- **GRIEVANCE PROCEDURES FOR SPECIAL NEEDS ASSISTED LIVING RESIDENCE.**

The Grievance Procedures for the Special Needs Assisted Living Residence are essentially the same as in the Assisted Living and Enhanced Assisted Living Units, except that greater involvement of Family Members and Responsible Parties becomes essential and is actively solicited by Kingsway Manor staff.

- The Resident or Family Member/Responsible Party may present a grievance or recommendation to the Family Council. The Chairperson will refer the grievance or recommendation to the appropriate Department Head or to the Administrator and will present the answer to the Council at the following meeting.

- The Resident or Family Member/Responsible Party may see the Case Manager and/or Program Manager. The Case Manager or Program Manager will fill out a grievance form. If the Case Manager is able to resolve the concern, he/she shall do so. If not, the Case Manager will distribute the grievance form to the appropriate Department Head. In either case, the Case Manager will send a copy of the completed grievance form to the Administrator. A confidential written response will be issued to the resident and to the Family Member/Responsible Party within three (3) business days of receipt of the concern.

- The Resident or Family Member/Responsible Party may request an appointment with the Administrator. If the Administrator can resolve the concern, he/she will fill out the grievance form for archive purposes. If the Administrator chooses, he/she may transmit the form to the appropriate Department Head, who is obliged to answer it within three (3) business days of receipt of the concern.

- The Resident or Family Member/Responsible Party may request an appointment with the Ombudsman.

- The Resident or Family Member/Responsible Party may approach the department head.

- If a grievance/recommendation is received by the Administration unsigned, the response will still be obtained within three (3) business days of receipt of the concern. However, the venue at which the response will be addressed will be the next scheduled Family Council Meeting.

- The grievance, Investigation, and action taken will be maintained on file, in a secure location to maintain the Resident's or Family Member/Responsible Party's confidentiality, and in accordance with applicable regulatory statutes.

- The Resident or Family Member/Responsible Party may contact the office of the ombudsman. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number (855) 582-6769 to request an Ombudsman to advocate for the Resident or Family Member/Responsible Party. The local number for the Local Long Term Care Ombudsman is 518-372-5667. The New York State Long Term Care Ombudsman Program web site is www.ltombudsman.ny.gov

- The Resident or Family Member/Responsible Party may also contact the Department of Health Toll Free @ 1-866-893-6772.