CONSUMER SUMMARY

Facility Posting

Facility Operating Certificate Name	*Kingsway Manor, LLC (Operating Certificate #650-F-103)*
Full Address	*357 Kings Rd.* *Schenectady, NY 12304*
Website link Facility	https://www.kingswaycommunity.com/
Website link DOH	https://www.health.ny.gov/
Starting rent for each license and certification	*ALR $6,420 per month private* *EALR $7,120 per month private* *SNALR $8,950 per month private*
Summary of Services (consistent language)	*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.*
Cost for Additional Services – Tier billing or other	*Tier billing model applies for higher support needs*

RESIDENCY AGREEMENT

For

Kingsway Manor, LLC

Revised 5.20.2026

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ADULT HOME RESIDENCY AGREEMENT

This agreement is made between ***Kingsway Manor, LLC*** (the "Operator"), **insert Resident's Name** (the "Resident" or "You"), **insert Name of Resident's Representative or indicate "Not Applicable**" (the "Resident's Representative", if any) and **insert Name of Resident's Legal Representative or indicate "Not Applicable**" (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 known as ***Kingsway Manor, LLC*** and as an Adult Home.

- The Operator is certified to operate, at this location, an **Enhanced Assisted Living Residence**.
- The Operator is certified to operate, at this location, a **Special Needs Assisted Living Residence**.

B. You have requested to become a Resident at Kingsway Manor, LLC and the Operator has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services

Beginning on **MM/DD/YYYY**, 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 Living Space: You may occupy and use a

_____ private or _____semi-private living space (check one)

as identified on Exhibit I.A.1, subject to the terms of this Agreement. Semi-private living spaces are by resident request only.

The Second Occupant must (1) meet all admission requirements, (2) sign a separate Residency Agreement, and (3) pay applicable Second Occupant Fee and any additional charges set forth in their Residency Agreement. If the Primary Occupant no longer resides at the facility for any reason, the Second Occupant shall become the Primary Occupant and must sign a new Residency Agreement. At that time the resident will be responsible for payment of the applicable Private Room Rate along with any Basic Service Fees, Tiered Billing Fees and any other applicable charges.

2. Common areas: Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations, at Section 485.14(b), coupled with federal regulation at Title 42 of the Code of Federal Regulations at Section 441.301(c)(5), for at least ten (10) hours per day, between the hours of 9:00 a.m. and 8:00 p.m. you will be provided unrestricted access to common areas at ***Kingsway Manor, LLC.*** Specifically, you will be provided with unrestricted access to the following general-purpose rooms: **Fort Orange Lounge, Activity Room, Courtyard, Front Porch, Main Lobby, Second Floor Lobby, E-Wing Lobby, Puzzle Room, Crystal Dining Room.**

   - Unrestricted access to at least one general purpose room is accessible 24 hours per day, seven days a week: **Fort Orange Lounge, Main Lobby, Second Floor Lobby, E-Wing Lobby, Puzzle Room.**

   - Per 42 CFR § 441.301 (c) Whenever a common area is temporarily unavailable for maintenance or administrative activities such as staff training, other common areas suitable for recreation will remain available for resident use.

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 living space.

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 living space. Such Exhibit also contains any

limitations or conditions concerning what type of appliances are not permitted (e.g., due to amperage concerns, etc.).

B. Basic Services

Pursuant to regulation at Title 18 of New York Codes, Rules, and Regulations ("18 NYCRR"), Section 487.7, 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, pursuant to 18 NYCRR §487.8.

   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.**

   - Food and Drink are available to You 24 hours per day, 7 days a week in the following way(s): **Water, other hot and cold beverages, and a variety of snacks are available at all times in the Fort Orange Lounge and on the Memory Care Unit.**

2. Activities**:** Pursuant to Title 18 of New York Codes, Rules and Regulations at Section 487.7(h), the Operator will provide an organized and diverse 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 ***Kingsway Manor, LLC***

3. Housekeeping*:* Pursuant to Title 18 of New York Codes, Rules and Regulations at Sections 487.9(h) and 487.11(j), the Operator will provide the following housekeeping services: **Cleaning and disinfection of resident rooms, common areas, and office spaces with a focus on high-touch point areas shall be performed routinely and as needed.**

4. Linen Service**:** The Operator will provide a minimum of two (2) sheets; one (1) pillowcase, at least one (1) blanket, one (1) bedspread, and towels and washcloths, all clean and in good condition pursuant to Title 18 of New York Codes, Rules, and Regulations at Section 487.11(i)(8),(9).

5. Laundry of your personal washable clothing: The Operator will provide the following laundry services: **The operator is responsible for laundering residents' personal washable clothing at no additional cost. Laundry is collected routinely three times a week and more frequently as needed to maintain hygiene and resident dignity. The facility provides laundry facilities and supplies for residents who independently choose to launder their own clothing.**

6. 24-hour Supervision**:** Pursuant to Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(g) and Title 18 NYCRR Section 487.7(d), 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 and required by the New York State Department of Health.

7. Case Management: Per Title 10 of New York Codes, Rules, and Regulations (NYCRR) Section 1001.10(i) and Title 18 NYCRR Section 487.7(g), the Operator will provide case management services in accordance with law. Such case management services will be delivered by appropriate staff and include identification and evaluation of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.

8. Personal Care**:** Per regulation 18 NYCRR § 487.9 (g)(2); 10 NYCRR § 1001.8(f)(vi) Personal care services available to all ALR residents will include a minimum of 3.75 hours per week of direction and some assistance with grooming, dressing, bathing, toileting, walking and ordinary movement from bed to chair or wheelchair, eating (excluding feeding), using central dining services, meal consumptions, participation in the program of activities, assistance with self-administration of medication, and the taking and recording of monthly weights. Services for each resident are detailed in the resident's Individualized Services Plan (ISP). Personal care services provided in excess of 3.75 hours/week may require that the resident pay a higher monthly fee. Detailed fees are included in Exhibit III.C. of this Agreement's rate or fee schedule.

9. Development of Individualized Service Plan: An Individualized Service Plan will be developed to address the resident's needs per Public Health Law Section 4659 and regulation at Title 10 of New York Codes, Rules, and Regulations at Sections 1001.2(k), 1001.7(k), and 1001.10(c). This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect Your changing care needs.

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 or supplemental 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

Per regulation at Title 10 of New York Codes, Rules and Regulations at Section 1001.8(f)(4)(iv), 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

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4) and (5), *Kingsway Manor, LLC* as operator of *Kingsway Manor, LLC*, 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 D-1 of this Agreement.

2. ***Kingsway Manor, LLC*** is licensed by the New York State Department of Health to operate ***Kingsway Manor, LLC*** at **357 Kings Road, Schenectady, New York, 12304** an Assisted Living Residence as well as an Adult Home.

- **The Operator is certified to operate, at this location, an Enhanced Assisted Living Residence.**
- **The Operator is certified to operate, at this location, a Special Needs 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 ***Kingsway Manor, LLC*** and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

The Operator is currently approved to provide:

a. Enhanced Assisted Living services for up to a maximum of **fifty (50)** persons.

b. Special Needs Assisted Living services for up to a maximum of **twenty (20)** persons.

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

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

The following is a list of other health related licensure or certification status of The Operator or others providing services at ***Kingsway Manor, LLC*****: Dr. Lauris Petersen**

3. The owner of the real property upon which ***Kingsway Manor, LLC*** 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: ***Michael McPartlon, President, 323 Kings Road, Schenectady, New York12304.***

4. The Operator of ***Kingsway Manor, LLC*** is ***Kingsway Manor, LLC*** mailing address of the Operator is ***357 Kings Road, Schenectady, New York 12304.***. The following individual is authorized to

accept personal service on behalf of the Operator: **Azra Stracuzzi, Administrator, 357 Kings Road, Schenectady, New York 12304.**

5. List any ownership interest in excess of ten percent (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 ***Kingsway Manor, LLC*****,** has no ownership interest in any other entities.

6. List any ownership interest in excess of ten percent (10%) (whether legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of ***Kingsway Manor, LLC***, in the Operator. Not applicable, no other entity other than the Operator provides care, material equipment or other services to residents of Kingsway Manor, LLC.

7. Outside Providers: **Upon 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 Manor, LLC.**

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

9. Public Funds: **Whenever feasible, Kingsway Manor, LLC 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.**

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by the 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 Ombudsperson to advocate for the resident. The Local LTCOP telephone number is **518-372-5667.** The NYSLTCOP web site is www.ltcombudsman.ny.gov.

12. New York State's laws and regulations applicable to adult care facilities and assisted living residences can be found in Article 7 of the Social Services Law, Article 46-B of the Public Health Law, 18 NYCRR sections 485-487 and 10 NYCRR Part 1001. Operators are also subject to certain federal regulations found at 42 CFR 441.301(c)(4).

13. Fees

A. Basic Rate

Select all that apply

__The Resident ___The Resident's Representative

__ The Resident's Legal Representative

__ Other, please specify_____.

agree that they 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 ($***Enter Charge*** per month) or ($ ***Enter Charge*** per day).

B. Tiered Fee Arrangements

Kingsway Manor, LLC utilizes a tiered fee arrangement.

Any “Tiered” fee arrangements, in which the amount of the Monthly 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.2. and 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.

C. Supplemental, Additional or Community Fees

Pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4), the Residency Agreement includes a description of supplemental, additional, or community fees from the Operator directly or through arrangements with the Operator, stating who provides such services if not the Operator, and provide a detailed explanation of the services and amenities covered by the rates, fees, or charges.

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).*

Any charges for supplemental or additional fees by the Operator shall be made only for services and supplies that are actually supplied to the Resident. A Community fee is a one-time fee that the Operator may charge at the time of

Admission. A Community fee cannot be used to cover administrative costs required by the Operator including, but not limited to, an application fee. The Operator must clearly inform the prospective Resident 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 ***Kingsway Manor, LLC***, or to reject the Community fee and thereby reject residency at ***Kingsway Manor, LLC.***.

D. 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.

E. Billing and Payment Terms

In accordance with Title 10 of New York Codes, Rules and Regulations, Section 1001.8(f)(4)(xiv), the following information is presented.

Payment is due by ***15th of each month*** and shall be delivered to ***Kingsway Manor, LLC, 357 Kings Road, Schenectady, New York 12304***. If a payment is not received within **thirty (30) days of the due date**, a late fee of 1.33% per month will be assessed on all balances older than thirty (30) days..

In the event the Resident, Resident's Representative or Resident's legal representative, as applicable, 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. Please refer to Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xv). Such procedures are in accordance with the provisions regarding termination of the agreement set forth in Section 23.

F. Adjustments to Basic Rate or Additional or Supplemental Fees

1) Per Title 10 of New York Codes, Rules, and Regulations, section 1001.8(b)(2)(xvi), 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, except in the following circumstances:

a) 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.

b) 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.

c) 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.

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.

G. Bed Reservation

The following is provided in accordance with Tittle 18 of New York Codes, Rules, and Regulations at Section 487.5(d)(6)(xvii).

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 total of the daily rate for a one-month period may not exceed the established monthly rate). The maximum length of time the space will be reserved is six (6) 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.

14. Refund/Return of Resident Monies and Property

The following is provided pursuant to Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xvi).

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 and/or Legal Representative, and any other person designated by You, with a final written statement of Your payment and personal allowance accounts at ***Kingsway Manor, LLC.***.

The Operator must also return at the time of Your discharge, but in no case more than three (3) business days after Your discharge, 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 ***Kingsway Manor, LLC*** is located in order to determine what should be done with property of Your estate.

15. 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 following admission and during Your residency, and the Operator has agreed to accept such transfer, the Operator must enumerate the

items given or promised to be given and attach to this agreement a listing of the items given or 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.

16. Temporary Hold of 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 VI. of this Agreement.

17. 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. Please refer to Title 10 of New York Codes, Rules, and Regulations at Section 1001.9.

18. Tipping

In accordance with Title 18 of New York Codes, Rules, and Regulations at Section 487.10(g)(7), 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 required by statute, regulation, or agreement.

19. Personal Allowance Accounts

Some recipients of Supplemental Security Income (SSI) may be entitled to a monthly personal allowance in accordance with Social Services Law.

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 (DOH-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.

SSI is a federal program for those who meet the definition of disabled and have limited income and resources. Information regarding SSI is available at https://otda.ny.gov/programs/disability-determinations/.

SNA provides cash assistance to eligible individuals who meet specific criteria. SNA information is available online at https://otda.ny.gov/programs/temporary-assistance/.

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 they will comply with the Supplemental Security Income (SSI) or Safety Net Assistance (SNA) personal allowance requirements.

Please refer to Title 18 of New York Codes, Rules, and Regulations at Sections 485.12, 487.5(d)(6)(xii), 487.6, and 487.10(f).

20. Admission and Retention Criteria for an Assisted Living Residence

The following is made known per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xii).

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 basis of an individual's mobility impairment and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with federal, state and local laws.

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.

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 an 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 evaluated as requiring 24-hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residence Addendum.

21. Rules of the Residence

The Rules of the Residence are set forth in the Resident Handbook that has been provided to You.

By signing this Agreement, You acknowledge that you have received a copy of the Community's Resident Handbook.

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

You, or Your Representative 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 any 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.

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

_____

_____

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

_____

23. Termination and Discharge

In accordance with Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(xiii), this Residency Agreement and residency in ***Kingsway Manor, LLC*** may be terminated in any of the following ways:

1. By mutual, written agreement between You and the Operator;

2. Upon **thirty (30)** days' written 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/or any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and if You object to the termination, termination is permissible only if the Operator initiates a proceeding in a court of competent jurisdiction and that 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 ***Kingsway Manor, LLC*** 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 (30) 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 ***Kingsway Manor, LLC.***.

5. The Operator has had their 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 ***Kingsway Manor, LLC*** 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, the notice will include the date of the termination which must be at least thirty (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 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 You/the Operator may be entitled.

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

24. Transfer

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance e and may arrange for Your transfer to an appropriate and safe location, prior to termination

of a Residency Agreement and without thirty (30)-days' written 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 Yourself 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 ***Kingsway Manor, LLC*** 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 New York 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.

25. 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 ***Kingsway Manor, LLC.*** The Operator agrees to treat You in accordance with such Statement of Resident Rights and Responsibilities.

26. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in ***Kingsway Manor, LLC'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 ***Kingsway Manor, LLC.*** Please refer to regulation at Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(4)(x).

The Operator agrees that the Residents of ***Kingsway Manor, LLC*** 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 such 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.

27. 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 ***Kingsway Manor, LLC.*** from the date of execution until three (3) 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 that is required by statute or regulation shall be null and void.

28. Agreement Authorization

We, the undersigned, reflect all parties to be charged under this Agreement per Title 10 of New York Codes, Rules, and Regulations at Section 1001.8(f)(2)(i), 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/Operator's Representative*

(Optional) **Personal Guarantee of Payment**

Per regulation at Title 10 of New York Codes, Rules, and Regulations at section 1001.8(f)(4)(xvii), the Operator cannot mandate that a resident or other person agree to a guarantor of payment as a condition of admission unless the Operator has reasonably determined on a case-by-case basis, that the prospective resident would lack either the current capacity to manage financial affairs and/or the financial means to assure payments due under this Residency Agreement.

_____, personally, guarantees payment of charges for Your Basic Rate.

_____, personally, guarantees payment of charges for the following services, materials, or equipment, provide to You, that are not covered by the Basic Rate: **Local/Long Distance Phone Service, Escort to Appointments.**

_____

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 LIVING SPACE

RESIDENT NAME:_____

UNIT #:_____

UNIT TYPE: Insert Unit Type_____

UNIT LOCATION:_____

UNIT DESCRIPTION:_____

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

- As a resident of an Adult Home, in accordance with Section 487.11(i)(4) of Title 18, New York Codes Rules, and Regulations, the Operator will provide you with: a standard single bed, well-constructed, in good repair, and equipped with clean springs maintained in good condition; a clean, comfortable, well-constructed mattress, standard in size for the bed; and a clean comfortable pillow of average bed size.
- a chair;
- a table;
- a lamp;
- lockable storage facilities, which cannot be removed at will, for personal articles and medication, (a nightstand with lockable drawer is provided);
- individual dresser and closet space for the storage of resident clothing;
- a hinged, lockable entry door;

- in the case of shared bathrooms, hinged, lockable bathroom doors to ensure privacy; and
- two (2) sheets; pillowcase; at least one (1) blanket; a bedspread; towels and washcloths; soap; and toilet tissue.

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

Residents are allowed to bring the items below. Check all those that will be furnished by You.

Bed ___

Nightstand ___

Drawer ___

Chair ___

Bed Linen ___

Pillow ___

Bed Spread ___

Bath Linens ___

Wastebasket ___

Couch ___

Easy Chair ___

Table ___

Mini-fridge ___

Other:_____

Residents are **NOT ALLOWED** to bring the items below:

- Coffee Machine
- Hot Plates
- Space Heaters
- Microwaves
- Humidifiers

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:	Additional Charge:	Provided By:
Food Service:		
Guest Meals	$	Operator
Guest meals for aides/companions: If you have a paid private aide or other companion that lives with you a guest meal package is available that includes one meal per day	$	Operator
Other, specify:	$	
Wellness:		
Pendant Replacement (optional)	$	Operator
Medical Transport *Medical Transportation charges included here are those over and above Medicare, Medicaid, and Third-Party Payment.*	$	
Escort to Medical Appointments (if deemed necessary)	$	Third Party or Operator

Item:	Additional Charge:	Provided By:
Utilities		
Local & long distance telephone service	$	Arranged by Resident with service provider
Cable television – Basic services included; additional channels not included.	$	Arranged by Resident with service provider
Miscellaneous		
Salon and spa	$	Beautician
Dry Cleaning	$	Third Party
Printed Newspaper	$	Third Party
Transportation to Community Events/Cultural Activities	$	Third Pary

* Please note that Operator can provide you with additional services at fees to be determined at the time the service is requested or Operator can help you locate someone in ***Kingsway Manor, LLC*** to help you. Please note that these prices are subject to change from time to time.

EXHIBIT I.D. LICENSURE/CERTIFICATION STATUS OF PROVIDERS

- At this time there are no providers offering home care or health care services under any arrangement with the Operator. The Community, however, will make every effort to assist you in obtaining appropriate home care or health care services if You so desire, and will coordinate the care provide by the operator and the additional nursing, medical and/or hospice services.

EXHIBIT III.A.2. TIERED FEE ARRANGEMENTS

All residents receive Basic Services in addition to their Housing Accommodations as part of their Basic Rate. Basic Services include 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, ambulation, transferring, medication acquisition, storage and disposal, and assistance with self- administration of medication.

As an Adult Home Resident, You will be provided up to three and three-quarter (3.75) hours per week of Personal Care, as outlined above.

Kingsway Manor, LLC utilizes tiered fee arrangements.

Tiered Fees are determined by a comprehensive assessment by a licensed representative of the Community, in consultation with Your physician, during the following events: prior to move-in; whenever there are significant changes in Your needs; upon Your physician's request; and every 6 months after your move-in. If the comprehensive assessment indicates that you require services in excess of the basic personal care level, You will be placed in the appropriate Tier for your level of care and you will be required to pay the associated additional fees, as follows:

Tier	Services	Monthly Rate
Level 1 **EALR**	All Services provided in the Basic Rate, plus Vital Sign Measurements for Medication Parameters, Enema/Suppository Administration, Physical assistance with use of a gait belt, Physical assistance with ambulation, Incontinence Management, Foley Catheter Care, Wound Care, Colostomy Care, Ileostomy Care, Assistance with Miami J Collar, Nursing Assessment by a Registered Nurse.	$

EXHIBIT III.B. SUPPLEMENTAL, ADDITIONAL, OR COMMUNITY FEES

Kingsway Manor, LLC charges a non-refundable, one-time Community Fee of $_____.

EXHIBIT III.C. RATE OR FEE SCHEDULE

RESIDENT NAME: _____

UNIT #: _____

A. Your Basic Rate **(Housing Accommodations and Services + Basic Services)**	**$_____**

The Basic Rate includes costs associated with Housing Accommodations and Basic Services as outlined in Section 1.A and B of this Agreement. Fees associated with Basic Rate are outlined below:

Housing Accommodations and Services: $_____

Living Space	Monthly Fee
Type of Room: PRIVATE ☐ Standard Room (180 sq. ft.) ☐ Standard with Shower (180 sq. ft.) ☐ Large Deluxe (216 sq. ft.) ☐ Corner Deluxe (255 sq. ft.) ☐ Studio Apartment (340 sq. ft.) ☐ Two-Room Suite (360 sq. ft.) ☐ One Bedroom Apartment (585 sq. ft.) ☐ Mohawk Room (255 sq. ft.) Type of Room: SEMI-PRIVATE ☐ Large Deluxe (216 sq. ft.) ☐ Two-Room Suite (360 sq. ft.) ☐ One Bedroom Apartment (585 sq. ft.)	**$**
Second Occupant: ☐ Second Occupant Fee	**$**

Basic Services: $_____

Including a minimum of 3.75 hours of personal care services including include 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, medication acquisition, storage and disposal, and assistance with self- administration of medication.	

B. Your Tiered Billing Rate	**$**
Kingsway Manor, LLC utilizes tiered fee arrangements. The assessment conducted, in consultation with Your Physician has determined that the following Level of Care is appropriate to provide You with the services You need. You, Your Representative, or Your Legal Representative agree to pay the additional fees required. Level of Care:_____ Monthly Rate: _____	
C. Your Supplemental or Additional Fees	**$**
You have opted to receive the following supplemental or additional fees, outlined in Exhibit III.B: _____	
YOUR TOTAL MONTHLY RATE $_____ Your Basic Rate + Your Tiered Billing Rate + Your Supplemental or Additional Fees	

Community Fee: $_____

Kingsway Manor, LLC charges a one-time, non-refundable Community Fee, as outlined in Exhibit III.B of this Agreement.

Your Total Move-In Costs: $_____

EXHIBIT V. TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

Listed below are items (i.e. money, property or things of value) that You wish to transfer voluntarily to the Operator upon admission or at any time:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

EXHIBIT VI. PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

Complete and attach the DOH-5194 here.

EXHIBIT XV. RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBLITIES 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 REPRESENATATIVE 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 PROSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATME NT 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 CONSEQUECES 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;

(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 XVI. OPERATOR PROCEDURES: RESIDENT GRIEVANCES AND RECOMMENDATIONS

Grievances and Recommendations by **Residents of Kingsway Manor, LLC** 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.ltcombudsman.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.ltcombudsman.ny.gov

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

[Attach here a printed, full version of the Consumer Information Guide: Assisted Living Residences]

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between Kingsway Manor, LLC ("the Operator"), (_____) (the "Resident" or "You"), and (_____) (the "Resident's Representative"), and (_____) (the "Resident's Legal Representative"). Such Residency Agreement is dated _____(MM/DD/YYYY).

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. This Addendum must be attached to the Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at 357 Kings Road, Schenectady, New York 12304.

II. Physician Report

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

a. Your physician has physically examined You within the last month prior to Your admission into this Enhanced Assisted Living Residency; 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 Appendix #1 and made part of this Addendum 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; and
- Any environmental modifications that have been made to protect the health, safety, and welfare of persons in the Residence.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence. If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach a 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 New York State Mental Hygiene Law, the Operator will initiate

proceedings for the termination of Your Residency 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 Article 28 of New York State Public Health Law or Articles 19, 31, or 32 of Mental Hygiene Law; AND

c. The Operator agrees to retain You as a Resident and to coordinate the care provided by the Operator and the additional nursing, medical, or hospice staff you hire; AND

d. You are otherwise eligible to reside at the Residence.

ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

VII Addendum Authorization

We, the undersigned, have read this Addendum, 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/Operator's Representative)

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

ADDITIONAL DISCLOSURES FOR ALL ENHANCED ASSISTED LIVING RESIDENTS

I. Services to be Provided

The following services will be available to the Residence's Enhanced Assisted Living Residents:

(Check all that apply)

☐ Vital Sign Measurements for Medication Parameters.
☐ Enema/Suppository Administration.
☐ Physical assist with transfers including assistance with the use of a gait belt.
☐ Physical assist with ambulation.
☐ Incontinence Management.
☐ Foley Catheter Care.
☐ Wound Care.
☐ Colostomy Care.
☐ Ileostomy Care.
☐ Assistance with Miami J Collar.
☐ Nursing Assessment by a Registered Nurse (less than 24 HRS per Day)

II. Staffing Levels

Staffing levels will be maintained in compliance with all applicable laws and regulations appropriate for the level of care needed to provide required supervision and perform all the tasks necessary to meet the Residents' needs. The enhanced program will be staffed with personal care aides and nurses to provide supervision and meet the needs of Residents at all times. The staffing plan will be adjusted to meet the needs and census of Residents enrolled in the enhanced program. There is a comprehensive

activities program with an activities staff that plans and conducts activities designed to promote Residents' activity in the Residence.

III. Staff Education and Training

Each one of the Residence's personal care aides, home health aides and nurses receive comprehensive training on effectively and respectfully meeting the needs of persons retained in the Enhanced Assisted Living Residence. The training includes methods on assisting with mobility impairments and, for licensed staff, delivering the available nursing services detailed in Section I of this Addendum.

IV. Environmental Modifications

Enhanced Assisted Living Residents will reside throughout the Residence. The entire Residence is equipped with a sprinkler system, emergency call bells in Resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety.

SPECIAL NEEDS ASSISTED LIVING RESIDENCE
ADDENDUM TO RESIDENCY AGREEMENT

This is an Addendum to a Residency Agreement made between Kingsway Manor, LLC ("the Operator"), (_____) (the "Resident" or "You"), and (_____) (the "Resident's Representative"), and (_____) (the "Resident's Legal Representative"). Such Residency Agreement is dated _____(MM/DD/YYYY).

This Addendum adds new sections and amends, if any, only the sections specified in this Addendum. All other provisions of the Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Addendum. This Addendum must be attached to the Residency Agreement between the parties.

I. Special Needs Assisted Living Certificates

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

II. 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

Specialized services to be provided in the Residence include daily activities tailored to challenge Residents with dementia. The activities program is supervised by a Registered Professional Nurse.

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

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

The Residence is organized as a secured unit that is equipped with delayed egress doors to prevent wandering. Window openings are limited to prevent accidents and elopement. The entire facility is equipped with a sprinkler system throughout, emergency

call bells in all resident rooms and bathrooms, smoke corridors, and supervised smoke detection systems for Resident safety. Secured outdoor recreational areas are also available for Residents to safely enjoy the outdoors. The Residence has its own dining room to allow for staff to accommodate Resident's needs and dining schedule preferences and variations.

V. Addendum Authorization

We, the undersigned, have read this Addendum, 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/Operator's Representative)