Kingsway Arms Skilled Nursing Center
518-393-4117
323 Kings Road, Schenectady, NY 12304-3645
kingswaycommunity.com

Kingsway Arms Skilled Nursing Center Daily Rates

Effective January 1, 2026 to December 31, 2026

Room Type	***Daily Non-Governmental Rate Charged to Residents***
Semi-Private	$535
Standard Private Room	$550
Courtyard Private Room	$550
Premium Semi-Private	$550
Courtyard Private Room-Full Bath	$555
Deluxe Private Room	$560
Premium Private Room	$565

RESIDENT NAME:_____

Kingsway Arms Admission Agreement

TABLE OF CONTENTS

RESIDENT NAME:_____

RESIDENT NAME:_____

ADMISSION AGREEMENT

1. INTRODUCTION

This is an Agreement dated the _____ day of_____ between KINGSWAY ARMS NURSING CENTER, INC. (the "Facility") located at 323 Kings Road, Schenectady, New York, 12304, and

(Resident)_____

(Responsible Party)_____

2. BINDING CONTRACT

This is a legally binding contract that creates obligations for the Resident, the Responsible Party and the Facility. Each party signing this Agreement acknowledges that they have read it, fully understand it and agree to its terms.

3. THE RESPONSIBLE PARTY

The Responsible Party is the person signing the Agreement who agrees to be responsible to assist the Resident in meeting his or her obligations under this Agreement. The Responsible party agrees to make all reasonable efforts to assist the Resident in meeting the Resident's responsibility to obtain payment for care in the Facility. Although Responsible Parties who are not the spouse of the Resident are not personally liable to pay for the Resident's care, the Responsible Party does agree to be bound by other obligations of the Responsible Party to the Facility as set forth in this Agreement. The Responsible Party who is not the Resident's spouse shall not be required to use his or her personal resources to pay for the Resident's care. If the Responsible Party is the spouse of the Resident, the Responsible Party is not required to use his or her personal resources to pay for the Resident's care unless required by applicable law.

4. TRUTH OF STATEMENTS TO FACILITY

The Resident and the Responsible Party each guarantee that all statements and financial information provided to the Facility prior to the signing of this Agreement are true and accurate.

By signing this Agreement, they each acknowledge that the Facility relies on such information to determine the source of payment and to ensure continuity of payment. The Resident agrees to pay all damages directly or indirectly resulting from their misrepresentation of information provided to the Facility.

5. SERVICES PROVIDED BY THE FACILITY

RESIDENT NAME:_____

A. SERVICES INCLUDED UNDER THE DAILY BASIC RATE

The following services are provided under the daily basic rate:

1. Lodging in a clean, healthful, sheltered environment, properly outfitted;

2. Board, including therapeutic or modified diets as prescribed by a physician; Kosher food will be provided upon request of the resident who, as a matter of religious belief, wishes to follow Jewish dietary Laws;

3. Twenty-four hour per day nursing care;

4. Fresh bed linen, as required, changed at least twice weekly, including sufficient quantities of necessary bed linen or appropriate substitutes changed as often as required for incontinent residents;

5. Hospital gowns or pajamas as required by the clinical condition of the Resident, unless the Resident, next of kin and/or sponsor elects to furnish them, and regular non-dry-cleaning laundry services for these and other launderable personal clothing items;

6. General household medicine cabinet supplies, including, but not limited to, non-prescription medications, material for routine skin care, oral hygiene, care of hair and so forth, except when specific items are medically indicated and prescribed for exceptional use for a specific resident;

7. Assistance and/or supervision, when required, with activities of daily living, including, but not limited to toileting, bathing, feeding and ambulation assistance;

8. Services, in the daily performance of their assigned duties, by members of the Facility staff concerned with resident care;

9. The use of customarily stocked equipment, including, but not limited to, crutches, walkers, wheelchairs, or other supportive equipment, and training in their use when necessary, unless such item is prescribed by a physician for the regular and sole use by a specific resident;

10. The use of equipment, medical supplies and modalities, notwithstanding the quantity used in the everyday care of the Resident including, but not limited to urinary catheters, hypodermic syringes and needles, irrigation outfits, dressings and pads, and so forth;

11. An activities program including, but not limited to a planned schedule for recreational, motivational, social and other activities, together with the necessary materials and supplies to make the Resident's life more meaningful;

12. Social services as needed;

13. Routine dental care;

14. Basic cable services (Residents can receive an upgraded cable service plan when requested and available. The cost of such plan shall be the responsibility of the Resident and will be billed directly to the Resident by the cable service provider).

B. PHYSICIAN AND ANCILLARY SERVICES PROVIDED ON A FEE FOR SERVICE BASIS

The Resident agrees to pay or arrange for payment of charges for physician visits and physician-ordered ancillary services. These services are not included in the daily basic rate. Charges may be billed by the Facility or directly by the provider of the service. In some cases, Medicaid, Medicare, or your third-party insurance may provide partial or full coverage for these services. The Facility will arrange for physician visits as authorized under this Agreement and for the following ancillary services to be available to the Resident when prescribed by a physician. These services will be administered or supervised by practitioners affiliated with and/or approved by the Facility who meet the applicable New York licensing, registration and certification requirements. The services listed are not exclusive; other physician ordered services may also be available on a fee for service basis.

1. Physical, Occupational and Speech Therapy

2. Audiology Services

3. Podiatry Services

4. Psychiatric or Psychological Treatment

5. Pharmacy Services

6. Laboratory Services

7. Diagnostic Imagining Services (e.g. x-ray, ultrasound, EKG)

8. Special Nurse or Companion on Order of Physician

9. Oxygen Therapy

10. Specialty Wound Care Equipment or Supplies

C. ITEMS/SERVICES NOT COVERED IN THE DAILY BASIC RATE OR BY INSURANCE

Certain items and services, such as those listed below, are not covered under the daily basic rate nor are they paid for by Medicaid or Medicare or other third-party insurance. Such items are made available by the Facility but must be paid for or charged against the Resident's account when the cost is incurred.

1. Barber/Beauty Salon
2. Private telephone in room including installation, maintenance and fees
3. Newspapers/magazines and other personal reading matter
4. Personal clothing
5. Dry cleaning
6. Special transportation for personal use
7. Companion and/or guest meals
8. Personal disposable items (specific name-brand products)
9. Private or individual companions

The Responsible Party agrees to assist the Resident in obtaining necessary personal items, clothing and effects which are not provided under the daily basic rate.

Individual purchase amounts are deducted from the Resident's incidental account by voucher system. In the event the Resident is unable to authorize expenditures, the Responsible Party agrees to cooperate in authorizing such expenditures as needed.

D. RESIDENT'S PERSONAL ACCOUNTS

Petty cash may be deposited in the Resident's personal account in the business office to cover incidental expenses. The Facility is required to deposit amounts over $50 in an interest-bearing bank account that is separate from any of the Facility's operating accounts, and that credits all interest earned on the Resident's account to his or her account. Account statements will be mailed out monthly and available upon request.

Refunds for the balance in the personal account, less any funds owed to the Facility, will be made to the Resident or the Responsible Party on the Resident's behalf after discharge. In the event of the Resident's death, refunds will be made within thirty (30) days, along with a final accounting of those funds, to the person or probate jurisdiction administering the Resident's estate. If the Department of Social Services or other governmental representative claims funds from a deceased Resident's personal account, the

Resident and Responsible Party authorize the Facility to deliver such funds to the appropriate governmental representative.

The Resident, and the Responsible Party on the Resident's behalf, consent to the Facility's withdrawal of amounts owed to the Facility from the personal account prior to returning the balance to the person administering the Resident's estate or to the Department of Social Services.

E. PERSONAL PROPERTY SAFEKEEPING AND DISPOSITION OF PROPERTY ON DISCHARGE

The Facility has policies and procedures intended to provide reasonable security for the Resident's personal property. However, the Facility can only ensure against the loss of valuable items such as jewelry or money if they are deposited with management for safe keeping. The resident is encouraged to keep valuables in locked facilities when not in use. In no event will the Facility be responsible for loss of personal items unless the loss is deemed to be the Facility's responsibility. The Resident and Responsible Party agree to provide notice to the Facility Administrator as soon as practicable regarding any suspected loss of personal property.

The Resident and Responsible Party agree to arrange for the disposition of all the Resident's property upon discharge. It is agreed that the Responsible Party authorizes the Facility to dispose of any and all personal property left beyond thirty (30) days without further obligation to the Resident and/or Responsible Party. In the alternative, the Facility shall have at its sole discretion the right to store the Resident's personal property and charge a reasonable storage fee, which must be paid before the release of the property.

6. THE RESIDENT'S PAYMENT AND RELATED OBLIGATIONS

A. PAYMENT FOR SERVICES

The Resident agrees to pay for, or arrange to have paid for by Medicaid, Medicare or other third-party payer, all services provided by the Facility and all charges under this Agreement. The Resident agrees to pay the daily basic rate and all other applicable charges to the Facility from the Resident's funds, until such time as the Resident is covered by Medicaid. The daily basic rate for Residents who are not Medicaid covered or covered by a payer with whom the Facility has negotiated a rate, is sometimes referred to as the "private pay rate".

Presently the private pay rate is $_____

For ROOM: _____

I have reviewed the room rate information:_____ (initials)

Room changes require the completion of a Room Change Addendum which outlines the specific rate of the new requested room. The rate applicable to the Resident is payable monthly in advance. Funds received by the Facility from the Resident's Medicare Part A coverage will be applied to meet this obligation. The Resident understands and agrees that he/she will pay the private pay rate and all other applicable charges while a Medicaid application is pending and will continue such payments if the Medicaid application is denied. If the Resident's liquid assets are exhausted or unavailable prior to Medicaid coverage, the Resident agrees to pay his or her monthly income to the Facility as partial payment for the daily basic rate. The Responsible Party agrees to use his or her best efforts to ensure that the Resident uses all available resources of the Resident to meet payment obligations under this Agreement.

B. THE RESIDENT'S DIRECTION TO HIS/HER AGENTS

The Resident hereby directs and agrees to direct the Responsible Party and all other agents of the Resident, including but not limited to persons who hold Powers of Attorney for the Resident, including future appointees, to ensure that all payment obligations under this Agreement are met from the Resident's assets; to cooperate and assist in obtaining Medicaid and any other available coverage, if necessary, to meet the Resident's obligations under this Agreement, and to manage the Resident's assets responsibly so that the Facility is not placed in a position where it does not receive payment when due for the Resident's care. The Responsible Party agrees to take on such responsibilities to assure continuity of payment to the Facility. The Resident and the Responsible Party agree that this directive may not be rescinded without the written consent of the Facility.

C. INCREASES IN THE DAILY BASIC RATE

The daily basic rate (see paragraph 6A above) is subject to increases due to increased cost of maintenance or operation of the Facility. No additional charges or expenses in excess of the daily basic rate or other charges included in this Admissions Agreement shall be made except:

1. Upon thirty (30) days prior written notice to Resident, the Responsible Party or the designated representative of the additional charges, expenses or other financial liabilities due to the increased cost of operation of the Facility, or

2. Upon written order of the Resident's personal, alternative or staff physician stipulating specific services and supplies not included as basic services, or

3. In the event of a health emergency involving the Resident and requiring immediate special services or supplies to be provided during the period of emergency, or

4. Upon written approval of the Resident, the Responsible Party, next of kin or sponsor.

D. NEW YORK STATE GROSS RECEIPTS ASSESSMENT

As a result of the Health Care Reform Act enacted by New York State in 2003, nursing homes will be subject to a 6.8% Gross Receipts Assessment. This will be billed to the Resident and/or Responsible Party on private pay charges only. The 6.8% Gross Receipts Assessment must be collected by the Facility and remitted to the State of New York each month. Consult with a tax professional regarding the ability to claim this assessment on your tax returns.

E. INFORMATION TO PAYORS AND MEDICAID

The Resident and Responsible Party agree to obtain and provide information to all potential third-party payers, and to use their best efforts to obtain available payment for services rendered to the Resident by the Facility. Upon Facility request, the Resident and Responsible Party agree to provide proof that a claim for coverage has been made to potential third-party payers, or to timely provide the Facility with necessary information and authorization for the Facility to submit the claim. The Resident and Responsible Party agree to make timely application for all available benefits and to timely apply for Medicaid recertification as necessary.

F. DEDUCTIBLES AND CO-INSURANCE

Medicare or other insurers or payers may require a deductible and/or co-insurance payment by the Resident to the Facility. The Resident agrees to make such payments to the Facility and understands that the payment obligations under this Agreement include such payments.

G. MONITORING OF ASSETS AND DUTY TO ARRANGE FOR TIMELY MEDICAID APPLICATION

The duty of the Resident and Responsible Party to ensure continuity of payment includes the duty to arrange for timely Medicaid coverage in the event the Resident becomes eligible for Medicaid. The Resident and Responsible Party agree to monitor the Resident's resources to assure uninterrupted payment to the Facility by making timely and completed applications to Medicaid (and/or other payers) as is necessary. The Resident and Responsible Party agree to notify the Facility as to (i) the anticipated time when the Resident will have spent his/her resources to the Medicaid resource level and (ii) when the Medicaid application will be and is filed.

H. APPLICATION OF MONTHLY INCOME PAYMENTS FOR MEDICAID QUALIFIED RESIDENTS

The Resident and Responsible Party understand that if the Resident receives monthly income and also qualify for Medicaid, the Department of Social Services will require most of

such income (the "Net Available Monthly Income" or "NAMI") to be paid to the Facility as part of the Medicaid rate.

In that event, the Resident and Responsible Party agree that the total of this income less any legally allowable deduction or personal allowances equals the amount that must be remitted to the Facility each month.

If the NAMI amount is disputed, the disputed part of the NAMI will be paid directly to a responsible escrow agent or to the court promptly on its receipt. In any event, the disputed part will be paid to the escrow agent or the court before the first of the following month after the NAMI is received. Also, the Resident or Responsible Party agree to pay the part of the NAMI which is not in dispute, will be paid to the Facility by such date. The Parties agree that the funds held in escrow will be paid to the Facility following any determination made by the reviewing body or by the court, which has the effect of making funds available for the Resident's care in the Facility.

I. DUTY TO PAY PRIVATE RATE UNTIL MEDICAID COVERED

The Resident agrees to pay the private pay rate unless and until Medicaid coverage is obtained (except during periods covered by Medicare Part A or other third-party payor that the Facility participates with and has a negotiated rate). Currently, upon Medicaid eligibility, Medicaid coverage is permitted to extend retroactively only up to three months prior to the month in which the Medicaid application was filed. If the Medicaid application is delayed or denied, the Resident agrees to pay for services at the private pay rate, and to pay for pharmacy and all other goods and services not included within the private pay rate. If Medicaid eligibility is eventually established and covers any period retroactively for which the private pay rate has been paid, the Facility agrees to refund or credit any amount paid in excess of full Medicaid reimbursement during the covered period.

J. SEMI-PRIVATE ROOMS

If the Resident has occupied a private room, the Resident understands and agrees that when he/she no longer pays the private pay rate covering the private room or upon Medicaid coverage, he/she will move to a semi-private room if requested. A Resident under such circumstances may remain in a private room only in the event of a determination by the Facility that a private room is medically necessary.

K. PAYMENT FOR ITEMS OR SERVICES NOT COVERED BY, OR IN EXCESS OF, MEDICAID, MEDICARE OR OTHER THIRD PARTY INSURERS

If the Resident qualifies for Medicaid, Medicare, or other third-party insurance coverage that the facility participates with, the Facility will accept the Medicaid, Medicare or other third-party insurance coverage plus any deductibles, coinsurance and/or NAMI payments as payment in full for care and services covered by such programs. However, when the Resident requests items or services that are more expensive than, or in excess of,

items or services covered in such programs, the Resident will be charged an amount not to exceed the difference between the customary private charge and the items/services paid for by such programs. The Facility agrees to notify the Resident of such extra charges prior to providing the requested items.

L. PRE-PAYMENT AND SECURITY DEPOSIT

In the event the Resident is not qualified or ceases during his or her stay in the Facility to be qualified, for Medicare, Medicaid, or other third-party insurance coverage that the Facility participates with, the resident agrees to pre-pay an amount for basic services. This pre-payment shall be no more than three month's payment at the daily basic rate. This pre-payment will be applied to the remainder of the current month's balance due and the amount due for the first month that follows. The balance will be held as security deposit for amounts owed under this agreement. Prepaid funds held more than 61 days will be kept in an interest-bearing account. The Facility is entitled by law to deduct a fee at the rate of 1% per year from the security deposit as an administrative cost.

Refund of Deposit: Upon the Resident's discharge, the pre-paid amount will be applied to pay for any outstanding bills owed to the Facility. If the Resident leaves the Facility for reasons beyond the Resident's control any unused portion of the pre-payment will be refunded promptly to the Resident, the Responsible Party, or to the person or probate jurisdiction administering the Resident's estate.

M. PAYMENT OBLIGATIONS OF RESIDENT WITH MEDICARE OR OTHER THIRD-PARTY PAYOR COVERAGE

1. Facility will accept the skilled nursing home per diem payment from Medicare and other third-party payors with whom the facility has negotiated rates of payment, in lieu of the Daily Basic Rate, for services and supplies covered by such payor.
2. In the case for residents who have coverage by other third-party payors with whom Facility has negotiated rates of payment, Resident agrees to pay any portion of the applicable Daily Basic Rate and Physician and Ancillary Charges that such third-party payor does not cover.
3. Resident also agrees to pay for any services provided by Facility for which the third-party payor denies payment, to the extent permitted by law and by Facility's agreement with such payor.
4. Although facility has relied on insurance verification of eligibility, payment for authorized services from the third-party is not guaranteed. Coverage is subject to preauthorization requirements, the third-party payor's utilization review criteria, and the third-party payor's determination that ordered

services are and continue to be "medically necessary." Facility is not responsible for benefit denials by third party payors. Facility will, however, use its best efforts to (1) present information to support the medical necessity for treatment recommended by Resident's care team; and (2) notify Resident or Resident's Representative as soon as it is informed by the third-party payor that coverage will cease or decrease.

5. Facility's nurse manager will coordinate Resident's care plan with Resident's third-party payor, which must authorize the skilled nursing and ancillary services provided to Resident. Should Resident's third-party payor determine that Resident is no longer qualified under the payor's program for financial coverage and should Resident (or Resident's Representative acting on Resident's behalf) choose to remain at Facility after third-party payor has made such determination, Resident will assume full financial responsibility for the Daily Basic Rate. Facility may collect funds in advance for such a continued stay consistent with section 6.

7. LATE PAYMENTS AND FAILURE TO COMPLY WITH THIS AGREEMENT

A. LATE CHARGES

In the event of late payment of any sums due from the Resident or Responsible Party under this Agreement, a fee computed at 16% per annum of said amount or the maximum amount allowed by law, whichever is less, will be assessed on all accounts overdue more than 30 days.

B. COLLECTION COSTS, INTEREST, AND ATTORNEY FEES

In case of nonpayment of any sum due under the terms of this Agreement, or breach of any term of this Agreement, the Resident, and the Responsible Party agree to pay interest as set forth above, all damages to the Facility, and reasonable collection fees, including, but not limited to, attorney's fees incurred by the Facility in enforcing the terms of this Agreement.

8. RETENTION AND DISCHARGE

A. NOTICE TO FACILITY OF NON-EMERGENCY TRANSFER OR DISCHARGE

If the Resident plans to leave the Facility for reasons within his/her control, the Resident, and the Responsible Party agree to give the Facility 7-days advance notice in writing.

B. INVOLUNTARY DISCHARGE

1. Discharge for Nonpayment

The Facility retains the right to transfer or discharge the Resident when the Resident has failed, after reasonable and appropriate notice, to pay for (or to have paid under Medicare, Medicaid, or third-party insurance) a stay at the Facility. If the Resident becomes eligible for Medicaid after admission to the Facility, the Facility will charge the Resident only allowable charges under Medicaid. A transfer or discharge pursuant to this Section shall only occur if a charge is not in dispute, no appeal of a denial of benefits is pending, or funds for payment are available and the resident refuses to cooperate with Facility in obtaining the funds. Nonpayment includes any failure to make payment under this Agreement including the failure to remit deductions or coinsurance payments or to pay any other sum due to the Facility under this Agreement. In the case of a Medicaid-covered Resident, nonpayment also occurs when the Net Available Monthly Income (NAMI) is not paid to the Facility as required by this Agreement.

2. Other Reasons for Involuntary Discharge

The Facility will transfer or discharge a Resident in accordance with applicable laws, rules, and regulations. The Facility shall have the right to transfer or discharge the Resident when the Resident's interdisciplinary care team, in consultation with the Resident and/or Responsible Party, determines that:

(a) The transfer or discharge is necessary for the Resident's welfare and the Resident's needs cannot be met after reasonable attempts at accommodation in the Facility;

(b) The Resident's health has improved sufficiently so that the Resident no longer needs the services of the Facility; or

(c) The health or safety of other individuals in the Facility would be endangered if the Resident were not transferred or discharged, the risk to others is more than theoretical and all reasonable alternatives to transfer or discharge have been explored and have failed to safely address the problem.

3. Notice Prior to Transfer or Discharge

The Facility agrees to provide at least thirty (30) days' advance notice before a resident is transferred or discharged, except that notice shall be given as soon as practicable before transfer or discharge under the following circumstances:

(a) The safety of individuals in the Facility would be endangered;

(b) The health of individuals in the Facility would be endangered;

(c) The Resident's health improves sufficiently to allow a more immediate transfer or discharge;

(d) An immediate discharge is required by the Resident's urgent medical needs; or

(e) A transfer or discharge is being made in compliance with a request by the Resident.

4. The Resident and the Responsible Party agree that if, in the judgment of the Facility, the Resident does not require skilled nursing care, the Resident shall be discharged. If the Resident refuses to leave the Facility and/or if applicable third-party payers decline to reimburse the Facility in full for the costs of the Resident's continued stay, then the Resident hereby agrees to be responsible for all such costs for care and services (basic services shall be charged at the private pay rate), including attorneys' fees and other costs incurred by the Facility in discharging the Resident and obtaining payment of costs for services rendered.

5. Right to Appeal. The Resident has the right to appeal transfer or discharge determinations in accordance with, and subject to, Federal and State law, which rights shall be set forth in any notice of transfer or discharge.

6. Transfer within Facility. Transfer as referred to in paragraphs 8.B (1) – (5) relates to movement of the Resident to a bed outside of the Facility. At times, it is necessary for the Facility to transfer a resident to a more suitable location within the Facility. The Resident and/or Responsible Party acknowledge that room assignments are subject to change at the discretion of the Facility. The Facility reserves the right to make room changes as per Facility policy and, in connection with any room change, the Facility will reasonably accommodate the Resident's preferences and needs.

9. BED HOLD POLICY

A. RESIDENT AND RESPONSIBLE PARTY'S OBLIGATION TO MAKE BED HOLD ARRANGEMENTS

The Resident and Responsible Party assume the responsibility to make arrangements with the Facility and ensure payment for a bed hold, should the Resident be temporarily transferred from the facility. If the Resident or Responsible Party wishes the bed hold cancelled, the Resident or Responsible Party will notify the Facility and the Resident will be

discharged. In the event the bed hold is not cancelled, all charges under this Agreement shall remain payable as if the Resident were in residence until the reservation is cancelled by the Resident or Responsible Party.

B. BED HOLD FOR PRIVATE PAYING RESIDENTS, INCLUDING THOSE RECEIVING MEDICARE BENEFITS

Private paying Residents and those non-Medicaid Residents covered by Medicare and/or their sponsors and agents may voluntarily elect to hold a Resident's bed at the prevailing daily basic rate (i.e. the private pay rate) for as long as they wish, if it is expected that the Resident will return to the Facility from the hospital or from a leave of absence and if the Resident's payment obligations under this Agreement are not in arrears. The Facility requires prior written authorization for such bed hold. During the resident's absence from the Facility, the daily basic rate remains payable under this Agreement until the hold is cancelled by the Resident or the Resident's agent. Paying for bed hold days is not a condition of admission, expedited admission, re-admission or continued stay at the Facility.

C. BED HOLD FOR MEDICAID-COVERED RESIDENTS

These regulations change periodically. The State regulation governing bed hold, which is applicable at the time of the transfer, will govern the obligations of the facility, as follows:

1. **Temporary Hospitalization** - Currently, there is no requirement of the facility to hold the bed for a Medicaid-Covered resident for a temporary hospitalization. However, the resident will be given priority readmission status consistent with state regulations which requires the facility to readmit the resident to the first available gender appropriate semi-private bed/room.

2. The following provisions apply when; (1) The distinct part of the Facility in which the Resident resides does not have a vacancy rate in excess of five-percent (5%) at the time of the hospitalization or leave; (2) the Resident has resided at the Facility for a minimum of thirty (30) days; and (3) after the hospitalization or leave the Resident requires and is able to be cared for at the facility:

    a. **Therapeutic Leave of Absence** - The Resident is entitled to a bed hold for a period not to exceed ten (10) days in any twelve (12) month period for a therapeutic leave of absence that is provided for in the Resident's plan of care to participate in a medically acceptable therapeutic or rehabilitative plan of care.

    b. **Hospice Services** - The Resident is entitled to a bed hold for a period not to exceed ten (10) days in any twelve (12) month period for a temporary hospitalization while receiving hospice services.

Medicaid residents who are not entitled to a leave of absence for therapeutic purposes and who choose to leave the Facility for other reasons, such as to visit friends and family, may only secure their bed by following the private pay bed hold procedure stated above and paying the Facility at the private pay rate.

The Resident or the Responsible Party on the Resident's behalf, may pay for bed hold days in excess of the State's limit, on a voluntary basis. Such payment is not a condition of admission, expedited admission, re-admission or continued stay at the Facility.

D. READMISSIONS

To the extent not otherwise provided for herein, the Facility will give priority readmission consideration to a Resident unable to make a bed reservation, or for whom a bed reservation has expired, in accordance with its admissions policies and procedures.

10. AUTHORIZATIONS

The Resident and the Responsible Party agree to the following general authorizations:

A. EMERGENCY SITUATIONS

The parties recognize that for proper Resident care, certain emergency surgical and Medical procedures may become necessary from time to time. Such procedures must sometimes be applied without previous consultation with either the Resident or the Responsible Party. In each case, the Facility will use its best efforts to obtain the consent of the Resident and/or the Responsible Party. In the event that such prior consent cannot be obtained, and the Facility determines that such surgical or special medical treatment is essential to save the Resident's life or to prevent adverse immediate and serious physical consequences, the Resident and the Responsible Party hereby authorize the Facility to perform such treatment or to transfer the Resident to a Facility where such treatment may be performed without prior consultation and without written permission.

B. AUTHORIZATION OF PHYSICIANS VISITS

The Resident and Responsible Party agree:

1. That the facility will provide a physician to visit the Resident in the Facility no less than once every thirty (30) days for the first ninety (90) days after admission, and at least once every sixty (60) days thereafter. The physician must visit the Resident more frequently if medically needed, and at least as often as provided in an alternate schedule of resident visits approved by the Facility's interdisciplinary care team. Our medical staff are licensed in New York State and agree to abide by all rules and regulations of the Commissioner of Health;

2. That the Facility will arrange for another physician or physician extender (e.g. Nurse Practitioner) to visit the Resident if or when the Resident's personal, alternate or staff physician is delinquent in visitation or to visit the Resident immediately when medically necessary.

C. RESIDENT PHOTOGRAPH

The Resident and responsible party authorize the taking of photographs of the Resident for identification purposes. Such photographs will become part of the resident's Electronic Health Record (EHR).

D. RELEASE OF MEDICAL RECORDS

The Resident and Responsible Party authorize the Facility to release medical records and corresponding documents:

1. to duly authorized governmental agencies upon receipt by the Facility of a specific request provided such request is authorized by law;

2. to third-party payors (insurance carriers and/or the Medicare/Medicaid programs);

3. to facilities to which the Resident may be transferred

11. OBLIGATION TO ABIDE BY FACILITY RULES AND REGULATIONS

The Resident and the Responsible Party agree to abide by the Facility's Rules and Regulations, including all future amendments, and to respect the personal rights and private property of all residents and staff.

12. GENERAL PROVISIONS RELATING TO THIS AGREEMENT

A. WHO IS COVERED BY THE AGREEMENT

In addition to the parties signing this Agreement, the Agreement shall be binding on the heirs, executors, administrators, distributors, successors, and assigns of said parties.

B. MODIFICATION TO BE IN WRITING AND SEVERABILITY OF CERTAIN PROVISIONS

This Agreement may not be amended or modified except in writing signed by the Facility and the Resident and/or the Responsible Party, except with respect to increases in charges as set forth in the Agreement and modifications required by law. Modifications to this Agreement necessitated by changes in statutory or regulatory requirements or their interpretations are deemed to become part of this Agreement.

If any provision in the Agreement is determined to be illegal or unenforceable, then such provision will be deemed amended to the minimum extent needed to render it legal and enforceable and to give effect to the intent of the provision; however, if any provision cannot be amended it shall be deemed deleted from the Agreement without affecting or impairing any other part of this Agreement.

C. WAIVER OF RIGHTS UNDER THIS AGREEMENT

The failure of any party to enforce any term of this Agreement or the waiver by any party of any breach of this Agreement will not prevent the subsequent enforcement of such term, and no party will be deemed to have waived the right to subsequent enforcement of this Agreement.

D. GOVERNING LAW/ALL DISPUTES ARE RESOLVED IN NEW YORK

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York. Any action arising out of or related to this Agreement or the Resident's care at the Facility shall be brought in, and the parties agree to jurisdiction of, the State Court located in Schenectady County, State of New York. If any claim is brought in Federal Court, the parties hereby agree to the laying of venue in the Northern District of New York.

E. NON-DISCRIMINATION

The Facility does not discriminate in the admission, retention or care of residents because of race, color, creed, national origin, religion, age, sex, sexual preference, marital or familial status, blindness, disability, source of payment or sponsorship, nor because of maintenance on an alcohol or substance abuse program. The Resident is entitled to nondiscriminatory treatment in admission, retention and care in accordance with state and federal anti-discrimination laws, including those summarized in the accompanying legend.

Kingsway Arms Nursing Center does not discriminate and does not permit discrimination, including, but not limited to, bullying, abuse, harassment, or differential treatment on the basis of actual or perceived sexual orientation, gender identity or expression, or HIV status, or based on association with another individual on account of that individual's actual or perceived sexual orientation, gender identity or expression, or HIV status. You may file a complaint with the Office of the State of New York Long-Term Care Ombudsman Program 518-372-5667 or 1-855-582-6769 or visit www.ltcombudsman.ny.gov if you believe that you have experienced this kind of discrimination.

WE THE UNDERSIGNED HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

RESIDENT NAME:_____

In addition, we have received copies of the following:

The Statement of Resident's Bill of Rights
Legend of State and Federal Anti-discrimination laws
Physician's Name, Address and Telephone Number
New York State Department of Health "Hot Line" Telephone Number
New York State Office of the Aging Ombudsman Program Telephone Number
The Facility Policy on Advanced Directives
The Facility Rules and Regulations
Information about Medicare eligibility
Information about Medicaid

ACCEPTED:

Date_____ _____
SIGNATURE OR MARK OF RESIDENT

Date_____ _____
SIGNATURE OF RESPONSIBLE PARTY

Date_____ _____
SIGNATURE OF FACILITY REPRESENTATIVE

ADDENDUM A:PRIVACY ACT STATEMENT – HEALTH CARE RECORDS

Long Term Care-Minimum Data Set (MDS) System of Records revised 04/28/2007

(Issued: 9-6-12, Implementation/Effective Date: 6-17-13)

THIS FORM PROVIDES YOU THE ADVICE REQUIRED BY THE PRIVACY ACT OF 1974 (5 USC 552a). THIS FORM IS NOT A CONSENT FORM TO RELEASE OR USE HEALTH CARE INFORMATION PERTAINING TO YOU.

1. **AUTHORITY FOR COLLECTION OF INFORMATION, INCLUDING SOCIAL SECURITY NUMBER AND WHETHER DISCLOSURE IS MANDATORY OR VOLUNTARY.** Authority for maintenance of the system is given under Sections 1102(a), 1819(b)(3)(A), 1819(f), 1919(b)(3)(A), 1919(f) and 1864 of the Social Security Act.

The system contains information on all residents of long-term care (LTC) facilities that are Medicare and/or Medicaid certified, including private pay individuals and not limited to

Medicare enrollment and entitlement, and Medicare Secondary Payer data containing other party liability insurance information necessary for appropriate Medicare claim payment.

Medicare and Medicaid participating LTC facilities are required to conduct comprehensive, accurate, standardized and reproducible assessments of each resident's functional capacity and health status. To implement this requirement, the facility must obtain information from every resident. This information is also used by the Centers for Medicare & Medicaid Services (CMS) to ensure that the facility meets quality standards and provides appropriate care to all residents. 42 CFR §483.20, requires LTC facilities to establish a database, the Minimum Data Set (MDS), of resident assessment information. The MDS data are required to be electronically transmitted to the CMS National Repository.

Because the law requires disclosure of this information to Federal and State sources as discussed above, a resident does not have the right to refuse consent to these disclosures. These data are protected under the requirements of the Federal Privacy Act of 1974 and the MDS LTC System of Records.

2. **PRINCIPAL PURPOSES OF THE SYSTEM FOR WHICH INFORMATION IS INTENDED TO BE USED.** The primary purpose of the system is to aid in the administration of the survey and certification, and payment of Medicare/Medicaid LTC services which include skilled nursing facilities (SNFs), nursing facilities (NFs) and non- critical access hospitals with a swing bed agreement.

Information in this system is also used to study and improve the effectiveness and quality of care given in these facilities. This system will only collect the minimum amount of personal data necessary to achieve the purposes of the MDS, reimbursement, policy and research functions.

3. **ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM.** The information collected will be entered into the LTC MDS System of Records, System No. 09-70-0528. This system will only disclose the minimum amount of personal data necessary to accomplish the purposes of the disclosure. Information from this system may be disclosed to the following entities under specific circumstances (routine uses), which include:

   (1) To support Agency contractors, consultants, or grantees who have been contracted by the Agency to assist in accomplishment of a CMS function relating to the purposes for this system and who need to have access to the records in order to assist CMS;

   (2) To assist another Federal or state agency, agency of a state government, an agency established by state law, or its fiscal agent for purposes of contributing to the accuracy of CMS' proper payment of Medicare benefits and to enable such agencies to fulfill a requirement of a Federal statute or regulation that implements a health benefits program funded in whole or in part with Federal funds and for the purposes

of determining, evaluating and/or assessing overall or aggregate cost, effectiveness, and/or quality of health care services provided in the State, and determine Medicare and/or Medicaid eligibility;

(3) To assist Quality Improvement Organizations (QIOs) in connection with review of claims, or in connection with studies or other review activities, conducted pursuant to Title XI or Title XVIII of the Social Security Act and in performing affirmative outreach activities to individuals for the purpose of establishing and maintaining their entitlement to Medicare benefits or health insurance plans;

(4) To assist insurers and other entities or organizations that process individual insurance claims or oversees administration of health care services for coordination of benefits with the Medicare program and for evaluating and monitoring Medicare claims information of beneficiaries including proper reimbursement for services provided;

(5) To support an individual or organization to facilitate research, evaluation, or epidemiological projects related to effectiveness, quality of care, prevention of disease or disability, the restoration or maintenance of health, or payment related projects;

(6) To support litigation involving the agency, this information may be disclosed to The Department of Justice, courts or adjudicatory bodies;

(7) To support a national accrediting organization whose accredited facilities meet certain Medicare requirements for inpatient hospital (including swing beds) services;

(8) To assist a CMS contractor (including but not limited to fiscal intermediaries and carriers) that assists in the administration of a CMS-administered health benefits program, or to a grantee of a CMS-administered grant program to combat fraud, waste and abuse in certain health benefit programs; and

(9) To assist another Federal agency or to an instrumentality of any governmental jurisdiction within or under the control of the United States (including any state or local governmental agency), that administers, or that has the authority to investigate potential fraud, waste and abuse in a health benefits program funded in whole or in part by Federal funds.

4. **EFFECT ON INDIVIDUAL OF NOT PROVIDING INFORMATION.** The information contained in the LTC MDS System of Records is generally necessary for the facility to provide appropriate and effective care to each resident.

If a resident fails to provide such information, e.g. thorough medical history, inappropriate and potentially harmful care may result. Moreover, payment for services by Medicare,

RESIDENT NAME:_____

Medicaid and third parties, may not be available unless the facility has sufficient information to identify the individual and support a claim for payment.

NOTE: Residents or their representative must be supplied with a copy of the notice. This notice may be included in the admission packet for all new nursing home admissions or distributed in other ways to residents or their representative(s). Although signature of receipt is NOT required, providers may request to have the Resident or his or her Representative sign a copy of this notice to document that notice was provided and merely acknowledges that they have been provided with this information.

Your signature merely acknowledges that you have been advised of the foregoing. If requested, a copy of this form will be furnished to you.

_____ _____

Signature of Resident or Responsible Party Date

ADDENDUM B: Room Change

In accordance with the Kingsway Arms Nursing Center Resident Agreement, Room Changes require the completion of a Room Change Addendum. As a result of the Health Care Reform Act enacted by New York State in 2003, nursing homes will be subject to a 6.8% Gross Receipts Assessment. This will be billed to the Resident and/or Responsible Party on private pay charges only. This rate stated below does not include the NYS gross receipts assessment.

I, _____ (__ Resident or__ Responsible Party) agree to a Room

Change to New Room #/ Rate _____, Effective _____.

Signed:_____ Date:_____.

(_) Verbal Consent Obtained from _____ by Kingsway Arms Staff

Member _____ on Date _____.