

Kendal on Hudson

**Assisted Living Residence
RESIDENCY AGREEMENT**

- A. This agreement is made between Kendal on Hudson, (“the Operator”)
_____ (the “Resident” or “You”),
_____ (the “Resident’s
Representative”, if any) and
_____ (the “Resident’s Legal
Representative”, if any).

RECITALS

- A. Kendal on Hudson is licensed by the New York State Department of Health to operate at 1010 Kendal Way, Sleepy Hollow, New York 10591, as an Assisted Living Residence (“The Residence”) and as an Enriched Housing Program. Kendal on Hudson is also certified to operate, at this location, an Enhanced Assisted Living Residence (EALR) and Special Needs Assisted Living Residence (SNALR).
- B. You have requested to become a Resident at Kendal on Hudson and Kendal on Hudson has accepted your request.

AGREEMENTS

I. Housing Accommodations and Services.

Beginning on, _____ the Operator shall provide the following housing accommodations and services to You, subject to the other terms, limitations and conditions contained in this

Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations and Services

1. **Your Apartment/Room.** You may occupy and use a private apartment, or the apartment identified on Exhibit I.A.1., subject to the terms of this Agreement.
2. **Common areas.** You will be provided with the opportunity to use the general-purpose rooms at the Residence such as lounges, library, fitness center and pool. Access to the fitness center and pool would depend on the fitness/pool capacity and screening.
3. **Furnishings/Appliances Provided By Kendal on Hudson**
Attached as Exhibit I.A.3. and made a part of this Agreement is an Inventory of furnishings, appliances and other items supplied by the Operator in Your apartment/room.
4. **Furnishings/Appliances Provided by You**
Attached as Exhibit I.A.4. and made a part of this agreement is an Inventory of furnishings, appliances and other items supplied by You in your apartment. Such Exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted (e.g., due to amperage concerns, etc.)

B. Basic Services

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

1. **Meals and Snacks.** Three (3) nutritionally well-balanced meals per day and one (1) snack per day are included in Your Basic Rate. Modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan.
2. **Activities.** Kendal on Hudson will provide a program of planned activities, opportunities for community participation and services designed

to meet Your physical, social and spiritual needs, and will post a monthly schedule of activities in a readily visible common area of the Residence.

3. **Housekeeping Services.** Full apartment cleaning will be provided through the Environmental Services Department once weekly, with light housekeeping provided by nursing staff daily.
4. **Linen Service.** Kendal on Hudson will provide towels and washcloths; pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition.
5. **Laundry of Your personal Washable clothing.** An inventory of your clothing will be done. Kendal is responsible for providing laundry services; however, residents are encouraged to do their own laundry whenever possible. Laundry rooms are available. Arrangements can be made for outside laundry and dry-cleaning service at the resident's expense. Kendal cannot be responsible for damage to non-washable garments and other items.
6. **Supervision on a 24-hour basis.** Kendal on Hudson will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as the other components of supervision as specified in law.
7. **Case Management.** Kendal on Hudson will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Your needs and interests, information and referral, and coordination with available resources to best address Your identified needs and interests.
8. **Personal Care.** Include some assistance with bathing, grooming, dressing, toileting (if applicable), ambulation (if applicable), transferring

(if applicable), feeding, medication acquisition, storage and disposal, and assistance with self administration of medication.

9. Development of Individualized Service Plan. Kendal on Hudson will develop an individualized service plan (ISP) upon admission and at least every six months thereafter or more frequently as may be necessary to address a change in Your health or 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, supplemental or community fee from Kendal on Hudson directly or through arrangements with Kendal on Hudson. Such exhibit states who would provide such services or amenities, if other than Kendal on Hudson.

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

II. Disclosure Statement

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

III. Fees

A. Basic Rate.

Flat Fee Arrangements

The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident (or other specified party) will pay, and Kendal on Hudson agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. (the "Basic Rate"). The Basic Rate as of the date of this agreement is \$_____ per month (or \$_____ per day)

for a studio apartment and \$_____ per month (or \$_____ per day) for a one bedroom apartment.

B. Security Deposit Fee

A Security Deposit is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Security Deposit pays for and what the amount of the Security Deposit will be, as well as any terms regarding refund of the Security Deposit. The prospective Resident, once fully informed of the terms of the Security Deposit, may choose whether to accept the Security Deposit as a condition of residency, or to reject the Security Deposit and thereby reject residency at the Residence. Any charges by the Operator, whether a part of the Basic Rate or Security Deposit, shall be made only for services and supplies that are actually provided to the Resident. Any Security Deposit fee to be charged to the Resident is detailed in Exhibit III.B.

C. Rate or Fee Schedule.

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

D. Billing and Payment Terms. Payment of the Basic Rate and any additional services, supplies, or amenities is due by the 10th of each month and shall be delivered to the Business Office by mail or in person.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since a Security Deposit is a one-time fee, there can be no subsequent increase in a Security Deposit charged to You by the Operator, once You have been admitted as a resident.
3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.
4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.
5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation

The Operator agrees to reserve a residential space as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is \$_____ per day for a studio apartment and \$_____ per day for a one bedroom apartment. (The total of the daily rate for a month period may not exceed the established monthly rate). The basic length of time the space will be reserved is 100 days. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this agreement. You may choose to terminate this agreement rather than reserve such space, but must provide the Operator with any required notice.

IV. Refund/Return of Resident Monies and Property

Upon termination of this agreement or at the time of Your discharge, but in no case more than three business days after You leave the Residence, the Operator must provide You, Your Resident Representative or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence.

The Operator must also return at the time of Your discharge, but in no case more than three business days, any of Your money or property which comes into the possession of the Operator after Your discharge. The Operator must refund on the basis of a per diem proration any advance payment(s) which You have made.

If You die, the Operator must turn over Your property to the legally authorized representative of Your estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the Westchester County, wherein the Residence is located, in order to determine what should be done with property of Your estate.

V. Transfer of Funds or Property to Operator

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

VI. Property or items of value held in the Operator’s custody for You.

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

VII. Fiduciary Responsibility

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

VIII. Tipping

The Operator must not accept, nor allow Kendal on Hudson staff or agents to accept, any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

IX. Personal Allowance Accounts

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

You must complete the following:

I receive SSI funds _____ or I have applied for SSI funds _____

I receive SNA funds _____ or I have applied for SNA funds _____

I do not receive either SSI or SNA funds _____

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

X. Admission and Retention Criteria for an Assisted Living Residence

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Resident if the Operator is not able to meet the care needs of the Resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the Resident's Individualized Services Plan. The Operator shall not admit any Resident in need of 24-hour skilled nursing care.
2. The Operator shall conduct an initial pre-admission evaluation of a prospective Resident to determine whether or not the individual is appropriate for admission.
3. The Operator has conducted such evaluation of Yourself and has determined that You are appropriate for admission to this Residence, and that the Operator is able to meet Your care needs within the scope of services authorized under the law and within the scope of services determined necessary for You under Your Individualized Services Plan.
4. If You are being admitted to a duly certified Enhanced Assisted Living Residence, the additional terms of the "Enhanced Assisted Living Residence Addendum" will apply.
5. If you are residing in a "Basic" Assisted Living Residence and Your care needs subsequently change in the future to the point that You require either Enhanced Assisted Living Care 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 Kendal on Hudson 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.

6. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an Assisted Living Residence and who:
 - (a) are chronically chairfast and unable to transfer, or chronically require the physical assistance of another person to transfer; or
 - (b) chronically require the physical assistance of another person in order to walk; or
 - (c) chronically required the physical assistance of another person to climb or descend stairs; or
 - (d) are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel; or
 - (e) have chronic unmanaged urinary or bowel incontinence.

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

8. Special Needs Assisted Living Care is provided to persons who require a secure environment to ensure continual safety and supervision while receiving ALR or EALR services.

XI. Rules of the Residence

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

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

- A.** You, or Your Resident or Legal Representative to the extent specified in this Agreement, are responsible for the following:
1. Payment of the required rate.
 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 a 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.
 7. In addition, the resident agrees to obey all reasonable rules of the facility and to respect the rights and property of other residents.

XIII. Termination and Discharge

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

1. By mutual agreement between You and the Operator;
2. Upon thirty (30) days notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this agreement as the responsible party and any person designated

by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;
2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. Kendal on Hudson has had its operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the

orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of the notice of termination, fail to provide any of the care and services required by Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You. Both You and the Operator are free to seek any other judicial relief to which they may be entitled. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

XIV. Transfer

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

1. When You develop a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required;
2. In the event that Your behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all Residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

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

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

XV. Resident Rights and Responsibilities

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

XVI. Complaint Resolution

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and programs are attached as Exhibit XVI. and made a part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

The Operator agrees that the Residents of the Residence may organize and maintain councils or such other self-governing body as the Residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Residents' Organization and to provide a written report to the Residents' organization that addresses the same.

Complaint handling is a direct service of the Long-Term Care Ombudsman Program. The Long-Term Care Ombudsman is available to identify, investigate and resolve Your complaints in order to assist in the protection and exercise of Your rights.

XVII. Miscellaneous Provisions

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

4. Waiver by the parties of any provision in this Agreement which is required by statute or regulation shall be null and void.

XVIII. Agreement Authorization

We, the undersigned, have read this Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated:

(Signature of Resident)

Dated:

(Signature of Resident's Representative)

Dated:

(Signature of Resident's Legal Representative)

Dated:

(Signature of Operator or the Operator's Representative)

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

Resident Name _____

Unit # _____

1010 Kendal Way Sleepy Hollow N.Y. 10591

My Phone # is: _____

My doctors Name is _____

Phone # _____

Emergency Phone is (914) 922-1000 or dial 9-911

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

A standard, single bed

A chair

A lamp

Lockable storage facilities, that cannot be removed at will, for personal articles and medication

Individual dresser and closet space

A pillow, a pillowcase, a set of sheets, a blanket, a bedspread, and towels and washcloths

Household supplies and equipment including soap and toilet tissue

Refrigerator

Microwave

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

EXHIBIT 1.C.
ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

<u>Item</u>	<u>Additional Charge</u>	<u>Provided By</u>
Activities in the Community	Based on activity	Operator
Dry Cleaning	Based on service provided	Local Dry Cleaner
Guest Dining	Based on menu price	Operator
Guest Lodging	Not Available in 2026	Operator
Incontinence Products	Cost varies by use	Operator
Technology Package (cable/internet/phone)	\$88.00* per month (*for Life Care Contract Holders) Included for Direct Admissions	Operator
Salon Services	Based on service provided	Enrico Hair, Inc.
Therapy Services (PT, OT, Speech)	All expenses not covered by insurance	Operator
Medical Transportation	Scheduled Appointment within 15 mile radius – no charge; Appointments beyond 15 miles or Emergency transport – based on Distance and service provided	Operator Local ambulance/ taxi
Private home health aide or nursing services	Agency fee based on service provided	Private Agency

EXHIBIT I.D.
LICENSURE/CERTIFICATION STATUS OF PROVIDERS

The following is a list of providers providing home care or personal care services, and a description of the licensure or certification status:

Please see Case Manager for listing of providers.

EXHIBIT II DISCLOSURE STATEMENT

Kendal on Hudson as operator of The Adirondack Unit at Kendal on Hudson, 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 to this Agreement.

2. Kendal on Hudson is licensed by the New York State Department of Health to operate at 1010 Kendal Way Sleepy Hollow New York 10591, an Assisted Living Residence as well as an Enriched Housing Program. Kendal on Hudson is also certified to operate at this location an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive Enhanced Assisted Living services or Special Needs Assisted Living services as long as the other conditions of residence set forth in the Agreement continue to be met.

Kendal on Hudson is currently approved to provide Enhanced Assisted Living services for up to a maximum of 47 persons and Special Needs Assisted Living services for up to a maximum of 13 persons.

Kendal on Hudson will post prominently in the Residence, on a monthly basis, the then current number of vacancies under its Enhanced Assisted Living Residence and Special Needs Assisted Living Residence programs. **It is important to note that Kendal on Hudson is currently approved to accommodate within the Enhanced Assisted Living and 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 program or Special Needs Assisted Living 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.

3. The owner of the real property upon which Kendal on Hudson is located is Kendal on Hudson. The mailing address of such owner is 1010 Kendal Way Sleepy Hollow New York 10591. The following individual is authorized to accept personal service on behalf of Kendal on Hudson: CEO/Executive Director.

4. Kendal on Hudson is a not for profit facility, and has no ownership interest on the part of the Operator in any entity that provides care, material, equipment or other services to residents of the Residence.
6. Kendal on Hudson is a not for profit facility, and has no ownership interest on the part of any entity that provides care, material, equipment or other services to residents of the Residence.
7. Residents of the Residence shall have the ability to receive services of their choice, from service providers with whom Kendal on Hudson does not have an arrangement.
8. Residents of the Residence shall have the right to choose their own health care providers, notwithstanding any other agreement to the contrary.
9. Residents of the Adirondack Unit may use their Medicare coverage to obtain home health services if warranted, under Title 18 of the Federal Social Security Act, and may seek the availability for public funds for payment for residential supportive services.
10. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by Kendal on Hudson is 1-866-893-6772 or regarding home care services is 1-800-628-5972.
11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-800-342-9871 to request an Ombudsman to advocate for the resident. 914-345-5900 is the local LTCOP telephone number. The NYSLTCOP web site is www.ombudsman.state.ny.us.

EXHIBIT III.B.
SECURITY DEPOSIT FEES

Upon execution of this Agreement, the Resident shall pay Kendal on Hudson a Security Deposit fee equal to two times the monthly Basic Rate. This deposit shall be maintained in a separate account in the name of Kendal on Hudson on behalf of the Resident and shall not be commingled with Kendal on Hudson's other funds. At the discretion of Kendal on Hudson, and subject to the Resident's written approval, such funds may be applied towards the Resident's monthly charges and other bills or expenses of the Resident. Upon termination of this Agreement and residence, any remaining sums and interest accrued thereon shall be returned in accordance with Section IV of the Agreement.

**EXHIBIT III.C
RATE OR FEE SCHEDULE**

2026 MONTHLY RATE ALR:

STUDIO	\$ 10,752
ONE BEDROOM	\$ 11,893

2026 SECURITY DEPOSIT ALR:

STUDIO	\$ 21,504
ONE BEDROOM	\$ 23,678

2026 MONTHLY RATE EALR:

STUDIO	\$ 12,925
ONE BEDROOM	\$ 14,019

2026 SECURITY DEPOSIT EALR:

STUDIO	\$ 25,850
ONE BEDROOM	\$ 28,038

**EXHIBIT V.
TRANSFER OF FUNDS OR PROPERTY TO OPERATOR**

EXHIBIT VI.
PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

**EXHIBIT X.I.
RULES OF THE RESIDENCE**

Refer to the Adirondack Resident Handbook

EXHIBIT XV
RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN
ASSISTED LIVING RESIDENCES

RESIDENT'S RIGHTS AND RESPONSIBILITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

(A) EVERY RESIDENT'S PARTICIPATION IN ASSISTED LIVING SHALL BE VOLUNTARY, AND PROSPECTIVE RESIDENTS SHALL BE PROVIDED WITH SUFFICIENT INFORMATION REGARDING THE RESIDENCE TO MAKE AN INFORMED CHOICE REGARDING PARTICIPATION AND ACCEPTANCE OF SERVICES;

(B) EVERY RESIDENT'S CIVIL AND RELIGIOUS LIBERTIES, INCLUDING THE RIGHT TO INDEPENDENT PERSONAL DECISIONS AND KNOWLEDGE OF AVAILABLE CHOICES, SHALL NOT BE INFRINGED;

(C) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVATE COMMUNICATIONS AND CONSULTATION WITH HIS OR HER PHYSICIAN, ATTORNEY, AND ANY OTHER PERSON;

(D) EVERY RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE, IF ANY, SHALL HAVE THE RIGHT TO PRESENT GRIEVANCES ON BEHALF OF HIMSELF OR HERSELF OR OTHERS, TO THE RESIDENCE'S STAFF, ADMINISTRATOR OR ASSISTED LIVING OPERATOR, TO GOVERNMENTAL OFFICIALS, TO LONG TERM CARE OMBUDSMEN OR TO ANY OTHER PERSON WITHOUT FEAR OF REPRISAL, AND TO JOIN WITH OTHER RESIDENTS OR INDIVIDUALS WITHIN OR OUTSIDE OF THE RESIDENCE TO WORK FOR IMPROVEMENTS IN RESIDENT CARE;

(E) EVERY RESIDENT SHALL HAVE THE RIGHT TO MANAGE HIS OR HER OWN FINANCIAL AFFAIRS;

(F) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE PRIVACY IN TREATMENT AND IN CARING FOR PERSONAL NEEDS;

(G) EVERY RESIDENT SHALL HAVE THE RIGHT TO CONFIDENTIALITY IN THE TREATMENT OF PERSONAL, SOCIAL, FINANCIAL AND MEDICAL RECORDS, AND SECURITY IN STORING PERSONAL POSSESSIONS;

(H) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE COURTEOUS, FAIR AND RESPECTFUL CARE AND TREATMENT AND A WRITTEN STATEMENT OF THE SERVICES PROVIDED BY THE RESIDENCE, INCLUDING THOSE REQUIRED TO BE OFFERED ON AN AS-NEEDED BASIS;

(I) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE OR TO SEND PERSONAL MAIL OR ANY OTHER CORRESPONDENCE WITHOUT INTERCEPTION OR INTERFERENCE BY THE OPERATOR OR ANY PERSON AFFILIATED WITH THE OPERATOR;

(J) EVERY RESIDENT SHALL HAVE THE RIGHT NOT TO BE COERCED OR REQUIRED TO PERFORM WORK OF STAFF MEMBERS OR CONTRACTUAL WORK;

(K) EVERY RESIDENT SHALL HAVE THE RIGHT TO HAVE SECURITY FOR ANY PERSONAL POSSESSIONS IF STORED BY THE OPERATOR;

(L) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE ADEQUATE AND APPROPRIATE ASSISTANCE WITH ACTIVITIES OF DAILY LIVING, TO BE FULLY INFORMED OF THEIR MEDICAL CONDITION AND PROPOSED TREATMENT, UNLESS MEDICALLY CONTRAINDICATED, AND TO REFUSE MEDICATION, TREATMENT OR SERVICES AFTER BEING FULLY INFORMED OF THE CONSEQUENCES OF SUCH ACTIONS, PROVIDED THAT AN OPERATOR SHALL NOT BE HELD LIABLE OR PENALIZED FOR COMPLYING WITH THE REFUSAL OF SUCH MEDICATION, TREATMENT OR SERVICES BY A RESIDENT WHO HAS BEEN FULLY INFORMED OF THE CONSEQUENCES OF SUCH REFUSAL;

(M) EVERY RESIDENT AND VISITOR SHALL HAVE THE RESPONSIBILITY TO OBEY ALL REASONABLE REGULATIONS OF THE RESIDENCE AND TO RESPECT THE PERSONAL RIGHTS AND PRIVATE PROPERTY OF THE OTHER RESIDENTS;

(N) EVERY RESIDENT SHALL HAVE THE RIGHT TO INCLUDE THEIR SIGNED AND WITNESSED VERSION OF THE EVENTS LEADING TO AN ACCIDENT OR INCIDENT INVOLVING SUCH RESIDENT IN ANY REPORT OF SUCH ACCIDENT OR INCIDENT;

(O) EVERY RESIDENT SHALL HAVE THE RIGHT TO RECEIVE VISITS FROM FAMILY MEMBERS AND OTHER ADULTS OF THE RESIDENT'S CHOOSING WITHOUT INTERFERENCE FROM THE ASSISTED LIVING RESIDENCE; AND

(P) EVERY RESIDENT SHALL HAVE THE RIGHT TO WRITTEN NOTICE OF ANY FEE INCREASE NOT LESS THAN FORTY-FIVE DAYS PRIOR TO THE PROPOSED EFFECTIVE DATE OF THE FEE INCREASE; PROVIDED, HOWEVER, THAT IF A RESIDENT, RESIDENT REPRESENTATIVE OR LEGAL REPRESENTATIVE AGREES IN WRITING TO A SPECIFIC RATE OR FEE INCREASE THROUGH AN AMENDMENT OF THE RESIDENCY AGREEMENT DUE TO THE RESIDENT'S NEED FOR ADDITIONAL CARE, SERVICES OR SUPPLIES, THE OPERATOR MAY INCREASE SUCH RATE OR FEE UPON LESS THAN FORTY-FIVE DAYS WRITTEN NOTICE.

(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
RESIDENT GRIEVANCES AND RECOMMENDATIONS

POLICY:

A resident has the right to voice grievances or recommendations without discrimination or reprisal. It is the policy of the facility to investigate and respond to all resident grievances and recommendations. Any grievance or recommendations will be held in strictest confidence and the anonymity of the resident will be preserved. An investigation will commence within 48 hours of receipt. Both the resident and complainant will be notified verbally of the progress of the investigation within 10 days, and will be notified in writing of the final disposition of the investigation with 21 days or sooner.

PROCEDURE:

A grievance or recommendation may be presented to the Health Services Administrator or Case Manager in person or may be submitted anonymously in written form. A box labeled "Recommendations" is located near the bulletin boards outside the Country Kitchen on the Adirondack Unit for anonymous submissions.

The facility will document the receipt, review, investigation and disposition of every grievance or recommendation inclusive of the name of the complainant and the resident (unless anonymous), a summary of the complaint, and the staff designated to conduct the review and investigation.

All facility staff will receive in-service education regarding the facility policy and procedures for grievances and recommendations during orientation and annually thereafter.

All residents will be informed of the facility policy and procedures for grievances and recommendations upon admission, and at least annually thereafter, via the Resident Council.

RESPONSIBILITIES:

1. The Case Manager or designee will maintain written documentation of all Grievance reports (see Grievance Reporting and Response Form).
2. All grievances will be referred to the Health Services Administrator, Case Manager, or designee.

EXHIBIT XVI
RESIDENT GRIEVANCES AND RECOMMENDATIONS
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3. The Case Manager or designee will meet with the resident and/or complainant to review the complaint (unless submitted anonymously), and assist them in completing the grievance form. Forms will be available on the unit as well as in the Case Manager's office. Completed forms will be submitted to the Case Manager or designee. A copy of all forms will be forwarded to the Health Services Administrator.
4. The Case Manager or designee will initiate the investigation within 48 hours of receipt of the grievance utilizing the Grievance Investigation Form. The Case Manager or designee will give the appropriate department the grievance for further investigation. The investigation will conclude as soon as possible, but no later than 21 days after the initiation of the investigation. Findings and recommendations for corrective actions will be submitted to the Health Services Administrator.
5. The Case Manager or designee will verbally notify the resident/complainant verbally of the progress of the investigation within 10 days of receipt of the grievance (unless submitted anonymously).
6. The Case Manager or designee will notify the resident/complaint of the final disposition of the grievance, in writing, within 21 days of receipt or sooner (unless submitted anonymously).
7. The Case Manager will maintain a copy of the completed grievance response and reporting form, as well as maintain a log in his/her office.
8. The QI Coordinator will report on Grievance at the Quarterly QI committee.