

The Watermark at Brooklyn Heights

ADMISSION AGREEMENT

RESIDENCY AGREEMENT TABLE OF CONTENTS

	PAGE
I. Units and Services	1
A. Units	1
B. Basic Services	2
C. Additional Services	2
D. Licensure/Certification Status	3
II Disclosure Statement	3
III. Fees	3
A. Basic Rate	3
B. Supplemental, Additional or Facility Fees	3
C. Rate or Fee Schedule	4
D. Billing and Payment Terms	4
E. Adjustments to Basic Rate or Additional or Supplemental Fees	4
F. Bed Reservation/Absences from the Facility	5
IV. Refund/Return of Occupant Monies and Property	5
A. Transfer of Funds or Property to Operator	5
B. Property or Items of Value Held in the Operator's Custody for You	5
C. Fiduciary Responsibility	5
D. Tipping	6
E. Personal Allowance Accounts	6
V. Admission and Retention Criteria for an Assisted Living Residence	6
VI. Rules of the Facility	7
VII. Responsibilities of Occupant, Occupant's Representative and Occupant's Legal Representative	8
VIII. Termination and Discharge	8
IX. Transfer	10
X. Occupant Rights and Responsibilities	10
XI. Complaint Resolution	10
XII. Miscellaneous Provisions	11

ADMISSION AGREEMENT TABLE OF EXHIBITS

EXHIBIT	SUBJECT	PAGE
I.A.1.	Identification of Unit	1
I.A.3.	Furnishings Provided By Operator.....	2
I.A.4.	Furnishings Provided By You.....	4
I.C.	Additional Services/Amenities Available	5
I.D.	Licensure/Certification Status of Providers.....	7
II	Disclosure Statement.....	8
III.A	Basic Rate or Fee Schedule	10
III.B.	Supplemental, Additional or Facility Fees.....	11
III.C.	Care Fee Arrangements	12
III.I.A	Transfer of Funds or Property to Operator.....	13
III.I.B	Property/Items Held By Operator For You.....	14
V.I.	Rules of the Facility.....	15
X.	Occupant Rights and Responsibilities.....	19
XI.	Operator Procedures: Occupant Grievances/Recommendations.....	21
	Enhanced Assisted Living Residence Addendum.....	EALR-1
	Special Needs Assisted Living Residence Addendum.....	SNALR-1
	Temporary Residential Care Addendum.....	Respite-1 Exh.
	Commissioner of Health – Consumer Information Guide.....	D-1
	Assessment Interpretive Guidelines for Assisted Living.....	Exh. III.C-1
	Assessment Interpretive Guidelines for Memory Care.....	Exh. III.C-2
	Pet Addendum.....	Exh. V.I.-1

Admission Agreement

This Agreement is made between Brooklyn Operating Company, LLC doing business as The Watermark at Brooklyn Heights (hereinafter referred to as "Operator") and _____ (hereinafter referred to as "Occupant" or "You"), _____ (the "Occupant's Representative", if any), and _____, (the "Occupant's Legal Representative", if any).

RECITALS

- A.** The Operator is licensed by the New York State Department of Health to operate at 21 Clark Street, Brooklyn, NY 11201, an Assisted Living Residence ("The Facility") known as The Watermark at Brooklyn Heights and as an Enriched Housing Program. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence.
- B.** You have requested to become an occupant at The Facility and the Operator has accepted Your request.

AGREEMENT

I. UNITS AND SERVICES

Beginning on _____, 20____ the Operator shall provide the following Unit and services to Occupant, subject to 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. Unit

- 1. Occupant Unit.** Occupant may occupy the unit identified on Exhibit I.A.1, subject to the terms of this Agreement.
- 2. Common Areas.** Occupant will be provided with unrestricted access to the general purpose rooms such as lounges, multi-purpose rooms, library, and chapel at the Facility for at least ten (10) hours per day between the hours of 9:00 a.m. and 8:00 p.m. Use of these general purpose rooms outside this time frame may be accommodated by contacting the Concierge.
- 3. Furnishings/Appliances Provided by the Operator.** Attached as Exhibit I.A.3. and made part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in Your unit.
- 4. Furnishings/Appliances Provided by You.** Attached as Exhibit I.A.4. and made part of this agreement is an inventory of furnishings, appliances and

Your items supplied by You in Your unit. Such exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted.

B. Basic Services

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

1. **Meals & Snacks.** Three (3) nutritionally well-balanced meals per day and a nutritious evening snack are included in Your Basic Rate. The following diets will be available to You if ordered by Your physician limited to the following types: Regular, No Added Salt, Consistent Carbohydrate (CCHO), Puree, Mechanical Soft (level 3), Finger Foods, and Thickened Liquids. (check all that apply)
2. **Activities.** The Operator will provide a program of planned activities with opportunities for facility participation and services designed to meet Occupant’s physical, social, and spiritual needs, and will post a daily schedule of activities in a readily visible common area of the Facility.
3. **Unit Cleaning.** Weekly unit cleaning including changing of bed linens.
4. **Linen Service.** Towels and washcloths, pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition.
5. **Laundry of Your Personal Washable Clothing.** The Operator will provide laundry of Your personal washable clothing on a weekly basis.
6. **Supervision on a 24 hour basis.** The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as other components for supervision as specified in law.
7. **Case Management.** The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of Occupant needs and interests, information and referral, and coordination with available resources to best address the Occupant’s identified needs and interests.
8. **Personal Care.** Some assistance with bathing, grooming, dressing, toileting, (if applicable), ambulation (if applicable), transferring (if applicable), medication acquisition, storage and disposal, and assistance with self-administration of medication.
9. **Development of Individualized Service Plan (including ongoing review and revision as necessary).** An Individualized Service Plan will be developed to address the Occupant’s needs. This plan will be reviewed and revised every six (6) months and whenever ordered by Your physician or as frequently as necessary to reflect the Your changing care needs.

C. Additional Services. Exhibit I.C., attached to and made part of this Agreement, describes in detail, any additional services or amenities available for an additional,

supplemental or facility fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

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

II. DISCLOSURE STATEMENT

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

III. FEES

A. Basic Rate

1. **Flat Fee Arrangements.** The Occupant, Occupant's Representative and Occupant's Legal Representative agree that the Occupant will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Unit described in Section I.A. and are inclusive of the Basic Services described in Section I. B. of this Agreement. The Basic Rate as of the date of this agreement (\$ _____ per month) as is listed in Exhibit III.A and owed by the Occupant on a monthly basis.
2. **Care Arrangements.** Attached as Exhibit III.C. and made a part of this Agreement is the care fee arrangement for applicable levels of care. The exhibit describes the types and frequency of service and describes who will be providing care, if other than staff of the Operator. Care Fee charges are applicable to Occupants who have care needs as based on the Facility's Assessment tool. Care needs are determined at the time of initial admission and reviewed after the first 30 days of admission and then every three months, or upon Occupant's change of condition. The Monthly Basic Fee includes some care as outlined in Exhibit III.C.; some care may be in addition to the Monthly Basic Fee.

B. Supplemental, Additional or Facility Fees. A Supplemental or Additional fee is a fee for service, care, or amenities that are an addition to those fees included in the Basic Rate. Such Supplemental, Additional or Facility Fees are listed on Exhibit III.B. A Supplemental fee must be at the Occupant's option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the Occupant. A Facility fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Occupant what additional services, supplies or amenities the Facility fee pays for and what the amount of the Facility fee will be, as well as any terms regarding refund of the Facility fee. The prospective Occupant, once fully informed of the

terms of the Facility fee, may choose whether to accept the Facility fee as a condition of admission in the Facility, or to reject the Facility fee and thereby reject admission at the Facility.

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

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 Facility fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms. Payment is due by the tenth (10th) day of the month and shall be delivered to the Facility's Business Office at 21 Clark Street, Brooklyn, NY 11201. A Late Payment Fee in the amount listed on Exhibit III.B. of this Agreement will be added for any payments received after the 10th of the month provided, however, that the Occupant or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to by the parties. Operator encourages ACH Automatic payment.

In the event the Occupant, Occupant's Representative or Occupant's Legal Representative is no longer able to pay for services provided for in this Agreement or for additional services or care needed by the Occupant, the Agreement will terminate as set forth in Section VIII.

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 Facility Fee is a one-time fee, there can be no subsequent increase in a Facility Fee charged to You by the Operator, once You have been admitted as an Occupant.
3. If You, or Your Occupant 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/Absences from the Facility

The Operator agrees to reserve the unit as specified in Section I.A.1 above in the event of Your absence. The charge for this reservation is equal to your then current Monthly Rate(The total of the daily rate for a one-month period may not exceed the established monthly rate.) The unit will be reserved until the Occupant or Occupant Representative or the Operator provides notice to terminate this Agreement. A provision to reserve a unit does not supersede the requirements for termination as set forth in Section VIII of this Agreement. You may choose to terminate this Agreement rather than reserve such unit, but must provide the Operator with any required notice.

IV. REFUND/RETURN OF OCCUPANT MONIES AND PROPERTY.

Upon termination of this Agreement or at the time of Your discharge, but in no case more than three (3) business days after Your discharge from the Facility, the Operator must provide You, Your Occupant or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Facility. The Operator must also return at the time of Occupant's discharge, but in no case more than three (3) business days, any of Occupant's money or property that comes into the possession of the Operator after Occupant's discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) that Occupant has made. If Occupant should die, the Operator will turn over Your property to the legally authorized representative of Occupant's estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Facility is located in order to determine what should be done with the property of Your estate.

- A. 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 or transferred. Such listing is attached as Exhibit III.I.A. and made part of this Agreement. Such listing shall include any agreements made by third parties for Your benefit.

- B. 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 III.I.B of this Agreement.

- C. **Fiduciary Responsibility.** If the Operator assumes management responsibility over Occupant's 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.
- D. **Tipping.** The Operator must not accept, nor allow Facility 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.
- E. **Personal Allowance Accounts.** The Operator agrees to offer to establish a personal allowance account for any and all Occupants including those who receive 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 SSI or SNA funds.

You must complete the following:

I receive SSI funds or Have applied for SSI funds

I receive SNA funds or 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 Facility maintained account, then that signatory hereby agrees that he/she will comply with the SSI or SNA personal allowance requirements.

V. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE.

- A. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any Occupant if the operator is not able to meet the care needs of the Occupant, within the scope of services authorized under such law, and within the scope of services determined necessary within the Occupant's Individualized Services Plan. The Operator shall not admit any Occupant in need of 24-hour skilled nursing care. An operator shall not exclude an individual on the sole basis that such individual is a person who primarily uses a wheelchair for mobility, and shall make reasonable accommodations to the extent necessary to admit such individuals, consistent with the Americans with Disability Act of 1990, 42 U.S.C. 12101 et seq. and with the provisions of those sections.
- B. The Operator shall conduct an initial pre-admission evaluation of a prospective Occupant to determine whether or not the individual is appropriate for admission.
- C. The Operator has conducted such an evaluation of the Occupant and has determined that he/she is appropriate for admission to this Facility, and that the Operator is able

to meet the Occupant's care needs within the scope of services authorized under law and within the scope of services determined necessary for the Occupant under the Individualized Services Plan.

- D.** If You are being admitted to a duly certified Enhanced Assisted Living Residence (EALR), the additional terms of the "Enhanced Assisted Living Residency (EALR) Addendum" will apply.
- E.** If You are being admitted to a Special Needs Assisted Living Residence (SNALR), the additional terms of the "Special Needs Assisted Living Residency (SNALR) Addendum" will apply.
- F.** If You are admitted to a "Basic" Assisted Living Residence (ALR), 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 admission in this Basic Facility. If this occurs, the Operator will take the appropriate action to terminate this Agreement, pursuant to Section VIII of the Agreement. However, if the Operator also has an approved EALR Certificate, has a unit available, and is able and willing to meet Your needs in such a unit, You may be eligible for residency in EALR.
- G.** Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an ALR and who:
 - 1. Chronically require the physical assistance of another person in order to walk, or
 - 2. Chronically require the physical assistance of another person to climb or descend stairs, or
 - 3. Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel, or
 - 4. Have chronic unmanaged urinary or bowel incontinence.
- H.** Enhanced Assisted Living Care may also be provided to certain people 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 Residency (EALR) Addendum.
- I.** Temporary care may also be provided for those who desire to stay at the Assisted Living Residence on a short-term basis (the "Respite Stay") for a fee that is charge daily. The Respite Stay is limited to one-hundred twenty days (120) in any twelve (12) month period. For more details, see the Temporary (Respite) Residential Care Addendum.

VI. RULES OF THE FACILITY.

Attached as Exhibit V.I. and made part of this Agreement are the Rules of the Facility. By signing this Agreement, You and Your representative agree to obey all reasonable Rules of the Facility.

VII. RESPONSIBILITIES OF OCCUPANT, OCCUPANT'S REPRESENTATIVE AND OCCUPANT'S LEGAL REPRESENTATIVE

A. You, or Your Occupant 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 Additional, Supplemental or Facility 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 payments are available under Medicare, Medicaid or other third-party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, change in medications, or change in financial status.
6. Informing the Operator promptly of any changes of name, address, and/or phone numbers.

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

C. The Occupant's Legal Representative shall be responsible for the following:

VIII. TERMINATION AND DISCHARGE

A. This Agreement and admission to the Facility 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 thirty (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 this 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.

B. The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Facility 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 Occupant, or which substantially interferes with the orderly operation of the Facility;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all Occupants in the Facility to other facilities or is making other provisions for the Occupants' continued safety and care.

If the Operator decides to terminate this Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, 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. Copies will be sent to Your Representative, Legal Representative and the appropriate regional office of the 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 Agreement in effect as of the date of notice of termination, fail to provide any of the care and services required by the Department regulations and the Agreement, or engage in any action to intimidate or harass You. Both You and the Operator are free to seek any other judicial relief in 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.

IX. TRANSFER

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for Occupant transfer to an appropriate and safe location, prior to termination of this Agreement and without thirty (30) days' notice or court review, for the following reasons:

- A. Development of a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
- B. In the event that Occupant behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
- C. 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 Occupants in the Facility to other facilities or is making other provisions for the Occupants' continued safety and care.

If You are transferred, in order to terminate this Agreement, the Operator must proceed with the termination requirements as set forth in Section VIII of this Agreement, except that the written notice of termination must be hand delivered to Occupant at the location to which Occupant has been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, You are deemed appropriate for placement in this Facility and if the Agreement is still in effect, You must be readmitted.

X. OCCUPANT RIGHTS AND RESPONSIBILITIES

Attached as Exhibit X made part of the Agreement is a Statement of Occupant Rights and Responsibilities. This statement will be posted in a readily visible common area in the Facility. The Operator agrees to conduct itself in accordance with such Statement of Occupant Rights and Responsibilities.

XI. COMPLAINT RESOLUTION

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

The Operator agrees that the Occupants of the Facility may organize and maintain councils or such other self-governing body as the Occupants may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the Occupants' organization and to provide a written report to the 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 Occupant's complaints in order to assist in the protection and exercise of Your rights.

XII. MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes the entire Agreement of the parties.
- B. 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.
- C. The parties agree that the Agreement and related documents shall be maintained by the Operator in the files of the Facility 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.
- D. Waiver by the parties of any provision in the Agreement which is required by statute or regulation shall be null and void.
- E. In the event any action is brought by Operator to enforce or interpret the terms of this Agreement, the Operator shall be entitled to its costs and reasonable attorneys' fees incurred therein from Occupant as the court may deem appropriate.

[Signatures appear on next page]

IN WITNESS WHEREOF, we, undersigned, have read this Agreement, have received copy(s) thereof and agree to abide by the terms and conditions therein.

OCCUPANT(S):

Name: _____

Address: _____

_____(Signature) _____(Date)

_____(Witness) _____(Date)

_____(Signature) _____(Date)

_____(Witness) _____(Date)

OCCUPANT'S REPRESENTATIVE

Name: _____

Address: _____

Telephone: _____

_____(Signature) _____(Date)

_____(Witness) _____(Date)

OCCUPANT'S LEGAL REPRESENTATIVE

Name: _____

_____(Signature) _____(Date)

_____(Witness) _____(Date)

SIGNATURE OF OPERATOR OR THE OPERATOR'S REPRESENTATIVE

By: _____

Its: _____

_____(Signature) _____(Date)

_____(Witness) _____(Date)

(Optional) Personal Guarantee of Payment:

Personally guarantees payment of charges for Your Basic Rate.

____ personally guarantees payment of charges for the following services, materials or equipment, provided to Occupant, that are not covered by the Basic Rate:

Date: _____

(Guarantor's Signature)

(Guarantor's Name in Print)

(Optional) Guarantor of Payment of Public Funds.

If Occupant has a signatory to this Agreement besides themselves and that signatory controls all or a portion of his/her 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 Occupant Personal Funds (other than Your Personal Needs Allowance), or SSI, Safety Net, Social Security, or other public benefits, to meet Occupant obligations under this Agreement.

Date: _____

(Guarantor's Signature)

(Guarantor's Name in Print)

EXHIBIT I.A.1

IDENTIFICATION OF UNIT

Occupant unit number is _____ . This is a private or semi-private unit.

Operator shall endeavor to keep Occupant in the unit originally assigned to Occupant, but reserves the right to make changes as conditions warrant. Occupant, Occupant's Representative, if any, and Occupant's Legal Representative, if any, acknowledge that a change of unit assignment may become necessary. A change in unit assignment may result in an increase or decrease in the Basic Rate.

EXHIBIT I.A3.

FURNISHINGS PROVIDED BY OPERATOR

		Provided By Operator
Furniture		
Bed		
Chair		
Desk		
Dining area table		
Dresser		
Floor lamp		
Mattress/box spring		
Nightstand		
Table Lamp		
Linens		
Bed sheets		
Bedspread		
Blanket		
Pillow		
Towels		

		Provided By Operator
Appliances		
Heat/air condition unit		
Refrigerator (except MC)		
Fixtures		
Medicine Cabinet		
Shower Curtain		
Wardrobe/Closet		
Other		
Unit Keys		

Pursuant to 18 NYCRR 488.11, the Provider shall furnish each Occupant with the following: single bed, box springs, mattress, pillow, chair, table, lamp, lockable storage, dresser, closet space, two sheets, pillowcase, blanket, bedspread, towels and washcloths, soap and toilet tissue, and dishes, glasses, and utensils. Occupant may elect to supply additional items as available. With the exception of normal wear and tear, it is Your responsibility to maintain the items supplied by the Operator in the condition they were provided to You. Operator reserves the right to charge fair market repair cost or replacement value for articles lost or intentionally damaged by the Occupant. To contact Operator by telephone, dial (347) 343-4900.

Please note any irregular conditions of Operator items below:

Occupant

Occupant Representative

Date _____

Date _____

EXHIBIT I.A.4.

FURNISHINGS PROVIDED BY YOU

Provided By You		Provided By You	
Furniture		Appliances	
Bed		Computer	
Chair		Heat/air condition unit	
Desk		Microwave	
Table		Radio/media player	
Dresser		Telephone	
Floor lamp		Television	
Mattress/box spring			
Nightstand			
Table Lamp			
Linens		Fixtures	
Bed sheets		Shower curtain	
Bedspread		Wardrobe/closet	
Blanket			
Pillow			
Towels			

The Operator must approve all items supplied by Occupant and/or You. Textile goods, including mattresses and box springs must be fire resistant. If used, surge protectors must be grounded and three-prong. Outlet maximizers and extension cords may not be used. Toaster ovens, coffee pots, crock pots, hot plates, indoor/outdoor grills, electric blankets, candles and/or portable space heaters may not be used in the Facility without the express written approval of Operator. State and local safety codes may also restrict the use of certain electrical appliances and extension cords. It is Your responsibility to maintain the items in good and sanitary condition at all times. Operator reserves the right to require the removal of any non-compliant item at any time.

Occupant

Date _____

Occupant Representative

Date _____

EXHIBIT: I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

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

Dining Services

Item or Service	Additional Charge	Provided By
Guest Meals*	Breakfast \$ 12.00 Lunch \$ 17.00 Dinner \$ 21.00	Operator
Catering/Private Parties	Prices vary depending on specific catering/party needs	Operator

*Plus applicable tax

Transportation

Item or Service	Additional Charge	Provided By
Scheduled transportation for MD visits; salon appointments; visits to family members or friends or local restaurants (between the hours of 9 a.m. to 5 p.m.)	No additional charge when scheduled as part of facility activity or within 5 mile radius to facility.	Operator
Cultural/Activities Transportation	No additional charge when scheduled as part of facility activity	Operator

Maintenance/Housekeeping

Item or Service	Additional Charge	Provided By
Additional Maintenance Services	\$50.00 per ½ hour plus supplies. Minimum of ½ hour for services above and beyond required services	Operator
Additional Unit Cleaning	\$25.00 per ½ hour plus supplies. Minimum of ½ hour for services above and beyond required services	Operator
Carpet Cleaning	Prices vary depending on specific needs	Operator

Miscellaneous

Item or Service	Additional Charge	Provided By
Replacement of lost emergency pendant	\$100.00 per replacement	Operator
Additional or Replacement unit Keys	\$35.00 per key for replacement or additional key	Operator

Guest Suite	\$350.00 per night including breakfast	Operator
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Occupant may choose to contract separately with independent third-party providers for services such as medical transportation, salon services, and telephone, cable and internet services.

Date_____

(Signature of Occupant)

Date_____

(Signature of Occupant's Representative)

Date_____

(Signature of Occupant's Legal Representative)

Date_____

(Signature of Operator or the Operator's Representative)

EXHIBIT I.D.

Licensure/Certification Status of Providers

None.

EXHIBIT II DISCLOSURE STATEMENT

Brooklyn Operating Company, LLC (“The Operator”), as operator of The Watermark at Brooklyn Heights (“The Facility”), 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. The Operator is licensed by the New York State Department of Health to operate at 21 Clark Street, Brooklyn, New York 11201 an Assisted Living Residence.
3. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and/or 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 Facility and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of admission 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 100 persons.
- b. Special Needs Assisted Living services for up to a maximum of 52 persons.

The Operator will post prominently in the Facility, 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 Services or Special Needs Assisted Living Services 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 admissions 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 Facility, it may necessary for You to change Your Unit within the Facility.

4. The owner of the real property upon which the Facility is located is 21 Clark Street Property Owner, LLC. The mailing address of such real property owner is c/o Kayne Anderson Real Estate Advisors, LLC, One Town Center Road, Ste 300, Boca Raton, Florida 34486. The following company is authorized to accept personal service on behalf of the real property

owner: 21 Clark Street Property Owner, LLC, 530 Seventh Avenue, Suite 909, New York, New York 10018.

5. The Operator of the Facility is Brooklyn Operating Company, LLC. The mailing address of the Operator is 21 Clark Street, Brooklyn, New York 11201. The following company is authorized to accept personal service on behalf of the Operator: Corporate Creations Network, Inc., 15 North Mill Street, Nyack, New York 10960.
6. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity that provides care, material, equipment or other services to Occupants of the Facility: None.
7. List any ownership interest in excess of 10% (whether a legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to Occupants of the Facility, in the Operator: None.
8. Occupants shall have the right to receive services from any provider, regardless of whether the Operator has an arrangement with the provider.
9. Occupants shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.
10. Occupants should be aware that while public funds for the payment of residential, supportive or home health services, including but not limited to, Medicare coverage of home health services, may be available for eligible individuals, the Operator does not accept public funds as payment.
11. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.
12. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number, 1-855-582-6769 to request an Ombudsman to advocate for the Occupant. The local NYSLTCOP phone number is 212-812-2901. The NYSLTCOP website is www.ltcombudsman.ny.gov.

EXHIBIT III.A.
BASIC RATE OR FEE SCHEDULE

Effective 1/23/2020

Basic Rates above are inclusive of all Housing Accommodations and Basic Services as outlined in Section I.A. and I.B. of this Agreement. The Basic Rate for the Occupant's specific unit is listed in Section III.A of this Agreement. Pricing for each unit is custom, based on a combination of unit size, floorplan, location within the Facility and city view.

Assisted Living

Unit Type	Basic Rate (monthly)
Unit 388-417 square feet	Starting at \$10,195 depending on location/view/size
Enhanced Unit 495-872 square feet	Starting at \$12,445 depending on location/view/size
Double Unit 1,046-1,052 square feet	Starting at \$20,695 depending on location/view/size
Short term/respite stay	Starting at \$438 per day depending on floor plan/location/view and Care needs additional.*

Memory Care –SNALR

Unit Type	Basic Rate (monthly)
Semi Private Unit 330-573 square feet	Starting at \$10,995 depending on location/view
Private Unit 280-540 square feet	Starting at \$16,495 depending on location/view
Short term/respite stay	Starting at \$438 per day depending on floor plan/view*

* Short term/respite stay requires at least a minimum stay of 30 days.

Care Fee _____

Facility Fee _____ Unit Location Fee _____

Pet Fee (if applicable) _____

Total Amount due at move in _____ Monthly Cost _____

EXHIBIT III.B.

SUPPLEMENTAL, ADDITIONAL OR FACILITY FEES

Facility Fee (a one time, non-refundable fee): Equal to one month's Basic Rate

For ALR Facilities, if the Occupant's unit is located on floor 8 or above, there is an additional monthly service fee of \$4,000. (ALR Occupants residing on floor 7 or below will not be charged the additional service fee.)

There is an additional occupant in the unit, an additional fee of \$2,495 is charged.

Unit Transfer Fee (a one time, non-refundable fee, applicable when transfer is at the Occupant's request) \$1,000.

Pet Fee (a one-time, non-refundable fee): \$500

Automatic payment ("ACH") Credit (one-time credit, applicable when the Occupant elects to utilize ACH for payment): \$50

Late Payment Fee* (for payments received after the 1st of the month): \$150

Cable Television: \$50 per month

Meal Service outside of the designated area: the Meal Service obtained at a venue that is not the W Room is not included in the Basic Rate and will be invoiced on a monthly basis per the POS system.

* Provided, however, that the Occupant or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to be the parties.

EXHIBIT III.C.

CARE FEE ARRANGEMENTS

Assisted Living and Memory Care occupants shall receive personal care services included as described below. Such services include assistance with: bathing, grooming, dressing, toileting, ambulation, transferring, feeding, and medication acquisition, storage, disposal, and self-administration. Additional Care Fee charges are applicable to occupants who have care needs in excess of the basic level of personal care services provided per month, as assessed by a Registered Nurse in consultation with the occupant's Physician, using the Facility's Assessment tool. Care levels are determined at the time of initial move in and reviewed after the first thirty (30) days of occupancy and then every three months, or upon the occupant's change of condition. The results of each assessment and corresponding Care Fee charges will be shared with the occupant and the occupant's representative.

Rather than employing a series of tiers whereby fees increase a set amount when an occupant reaches certain, specified thresholds of need, the Facility closely tailors Care Fee charges to each occupant's individual needs on a minute-of-care basis. Using its carefully designed Assessment tool, the Facility evaluates each occupant's specific personal care needs and assigns a point value for those needs. Points are based on minutes of care, and one minute equals one point. Care Fees are charged in addition to the Monthly Base Fee as outlined below, with each point

above the base number of points corresponding to one additional minute of care per month.

Assisted Living

Under the Monthly Base Fee, each Assisted Living occupant receives a minimum of 5.25 hours of personal care services per week. Under the Monthly Base Fee, each Assisted Living occupant receives up to 22.8 hours of basic personal care services per month, with additional care needs charged at a rate of \$0.98 per minute as of March 1, 2025:

Points per Month (per assessment)	Monthly Charge per Point
0 to 1,368 points	Included in Monthly Basic Fee
1,369+ points	\$0.98 per point over 1,368 points

For the sake of clarity, one hour of additional personal care services per week would cost \$45.00.

Memory Care

Under the Monthly Base Fee, each Memory Care occupant receives a minimum of 10.5 hours of personal care services per week. Under the Monthly Base Fee, each Memory Care occupant receives up to 45.5 hours of basic personal care services per month, with additional care needs charged at a rate of \$0.98 per minute as of March 1, 2025:

Points per Month (per assessment)	Monthly Charge per Point
0 to 2,736 points	Included in Monthly Basic Fee
2,737+ points	\$0.98 per point over 2,737 points

For the sake of clarity, one hour of additional personal care services per week would cost \$45.00.

Please see Exhibit III.C-1 and Exhibit III.C-2 for the Assessment Interpretive Guidelines for Assisted Living and Memory Care, respectively, which calculate points related to your needs.

EXHIBIT III.I.A.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

[Identified at the time of transfer, as applicable]

EXHIBIT III.I.B.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

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

Adult Care Facility Inventory of Resident Property

FACILITY NAME: _____

OPERATING CERTIFICATE NUMBER: _____

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

EXHIBIT V.I.

RULES OF THE FACILITY

Admission Policy

It is the policy of Operator to accept all Occupants without regard to race, color, sex, disability (with reasonable accommodation), sexual identity or national origin. The same requirements for admission apply to everyone, and Occupants are offered a choice of unit within the Facility without regard to race, color, sex, sexual identity or national origin. The Operator makes unit assignments on an available basis.

Loading and Unloading in Driveway

1. Due to the necessity of emergency vehicle accessibility, time for “people” loading and unloading at the side entrances shall be limited to fifteen (15) minutes.
2. All loading and unloading of Occupant furnishings and commercial products must be done at the service entrance, designated by signs placed by Operator.
3. Occupants may unload personal shopping items through the doorway closest to their unit.

Keys and Emergency Response Button

Occupants shall be issued two keys to their unit. There is a replacement charge for a lost key. If You lose Your key, please notify the Operator immediately.

Should You lose Your emergency call button the Operator will replace it at a charge. If You don't return Your emergency call button upon discharge of Your unit, You agree to pay to replace the emergency call button.

Pets

Occupants with pets shall complete the Pet Addendum attached to this Agreement and follow the rules below:

1. Occupants may keep birds in cages, fish, a cat and a small dog, less than 20 pounds, subject to prior approval the Operator. A non-refundable fee is required to accompany each pet arrangement.
2. Pet care is the responsibility of the Occupant.
3. Occupant will be responsible for the cost of repair or clean up due to the pet damages or soiling outside the unit (i.e. common areas, halls and lawn)
4. Upon discharge the Occupant shall be responsible for the cost of floor covering replacement and any other damages to the unit caused by the pet.

Smoking

Because of our ongoing interest in the health, safety, and comfort of all Occupants, the Facility is a Smoke Free Facility. Smoking is strictly prohibited by all Occupants, guests and staff on the entire campus. As a service to Occupants, guests and staff, smoking cessation information is available upon request.

Telephone Use Policy

Occupants are encouraged to install their own telephones. Outgoing (local) calls may be made from the case management office or other designated telephone areas.

Valuables/Occupant Property

Responsibility cannot be assumed for the loss of money, jewelry or other valuables. Each Occupant has a locking unit and a wardrobe or end table which locks. In the event any Occupant has valuables that he/she does not want to keep in their unit, he/she should request their family or other representatives to keep such items beyond the area of the Facility.

The Operator is not responsible for loss of any property belonging to You due to theft or other causes unless such loss is caused by the negligent or intentional acts of the Operator or its employees or agents. It is recommended that each Occupant purchase insurance to protect against the possible loss of or damage to property. A copy of the Occupant's property insurance, if purchased, is requested to be provided to the Operator for its record retention.

Please initial in acknowledgment of this statement:

Occupant	Date	Occupant Representative	Date
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Firearms

Operable firearms are strictly prohibited in or around the Facility. Ammunition for the same is likewise prohibited. Management wants to be notified if either situation is present at any time.

Decorations and Alterations

You may not make any structural or physical changes to Your unit unless expressly approved in writing by the Operator. Any such approved alterations or improvements shall become the property of the Operator. Occupant or You/Your representative may not change any lock or add any lock or locking device to Your unit without the prior written consent of the Operator.

You agree, with the right to dispute, to reimburse the Operator for the repair to Your unit and for the repair or replacement of furnishings and fixtures owned by the Operator in Your unit beyond ordinary wear and tear. In addition, You shall reimburse the Operator for any loss or damage to the Operator's real or personal property outside of Your unit caused either intentionally or

negligently by You or by Your guests while at the Facility, as determined by a court of competent jurisdiction.

Move to a New Unit

If, at Occupant's request, Occupant chooses to relocate within the Facility, a Unit Transfer Fee as listed on Exhibit III.B prior to moving will be required along with a signed, updated Exhibit I.A.1.

Unit/Subletting

Occupant or any person responsible for You may not assign this Agreement or sublet all or part of Your unit or permit any other person to use the unit.

Notices

Notices required by this Agreement shall be in writing. All notices and other written communications required under this Agreement shall be addressed as indicated below or as specified by subsequent written notice by the party whose address has changed.

NOTICE IF TO THE COMPANY:
Brooklyn Operating Company, LLC
d/b/a The Watermark at Brooklyn Heights
21 Clark Street, Brooklyn, NY 11201

NOTICE IF TO THE OCCUPANT:

Meal Service

Meal service is provided three times a day. The three meals included in the Basic Rate must be obtained in the W Room venue. The W Room opens at 8:00 a.m. for breakfast, 12:00 p.m. for lunch, and 5:00 p.m. for dinner. There is no assigned table, seating or times. Operator will make every attempt to accommodate Your seating preference. Adhering to meal schedules guarantees the quality of meals. Additionally, snacks are available twenty-four hours a day, seven days a week in the W Room. If You obtain food items from a food venue in the Facility other than the W Room, You will be billed for such items on Your monthly invoice.

Personal Laundry

You are required to clearly mark clothing for identification purposes. Unless due to the negligence of Operator as determined by a court of competent jurisdiction, Operator is not responsible for shrinkage. If it is Your preference, You or Your family are able to launder Your items.

Access to Your Unit

The Operator's employee may enter an Occupant unit at reasonable times and for reasonable purposes, including inspection, maintenance, and other services described in this Agreement. Every effort will be made to notify Occupant that an employee will be entering Your unit.

Also in the event of pull cord emergency, the Operator's employee may enter Your unit without notice.

Family Participation

The Facility encourages family and friends to visit the Occupant, subject to the Operator's Rules and Regulations. The Facility encourages regular family involvement with the Occupant and provides ample opportunities for family participation in activities within the Facility.

EXHIBIT X.

RIGHTS AND RESPONSIBILITIES OF OCCUPANTS IN ASSISTED LIVING RESIDENCES

Occupant's rights and responsibilities shall include, but not be limited to the following:

- (a) every Occupant's participation in assisted living shall be voluntary, and prospective Occupants shall be provided with sufficient information regarding the Facility to make an informed choice regarding participation and acceptance of services;
- (b) every Occupant's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;
- (c) every Occupant shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;
- (d) every Occupant, Occupant's representative and Occupant's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the Facility 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 Occupants or individuals within or outside of the Facility to work for improvements in Occupant care;
- (e) every Occupant shall have the right to manage his or her own financial affairs;
- (f) every Occupant shall have the right to have privacy in treatment and in caring for personal needs;
- (g) every Occupant shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;
- (h) every Occupant shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the Facility, including those required to be offered on an as-needed basis;
- (i) every Occupant 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 Occupant shall have the right not to be coerced or required to perform work of staff members or contractual work;
- (k) every Occupant shall have the right to have security for any personal possessions if stored by the operator;

- (l) every Occupant 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 an Occupant who has been fully informed of the consequences of such refusal;
- (m) every Occupant and visitor shall have the responsibility to obey all reasonable regulations of the Facility and to respect the personal rights and private property of the other Occupants;
- (n) every Occupant shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such Occupant in any report of such accident or incident;
- (o) every Occupant shall have the right to receive visits from family members and other adults of the Occupant's choosing without interference from the Facility;
- (p) every Occupant 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, providing additional services to an Occupant shall not be considered a fee increase pursuant to this paragraph; and
- (q) every Occupant of an ALR 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 Occupant rights shall be void. An Occupant cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT XI

OPERATOR PROCEDURES: OCCUPANT GRIEVANCES AND RECOMMENDATIONS

We approach Occupant and family concerns as an opportunity to improve service to the Occupants in the Facility. Both Occupants and families of Occupants can feel confident that their concerns will be explored and resolved in a timely fashion. You are encouraged to use the procedures set forth below for any issues that may arise.

1. A concern regarding any department should be brought to the attention of the Director of that department. The appropriate Director will work to attain a satisfactory resolution to the issue.
2. The Executive Director will monitor the handling of all concerns raised by the Occupants and families of Occupants and will ensure that they are explored and resolved promptly.
3. If the concern is not satisfactorily resolved, or if You or Your family is not comfortable discussing the concern with the appropriate Director, the concern may be brought directly to the Executive Director. The Executive Director will then work directly with the Occupants to attain a satisfactorily resolution of the issue.
4. If Your concern has not been satisfactorily resolved, or if You or Your family is not comfortable discussing the concern with the Executive Director, You may contact the Managing Director for the Facility.
5. An anonymous complaint and/or grievance by either an Occupant or associate may be submitted by placing the written complaint in the box outside the Executive Director's office.
6. Follow up will be provided to the Occupant or associate loading a complaint within 48 hours as feasible. When appropriate, the complaint/grievance, including those that are anonymous, will be discussed at the monthly Council Meeting. A special meeting will be scheduled if needed.
7. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by an Assisted Living Operator is 1-866-893-6772.
8. 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 Occupant. The local NYSLTCOP phone number is 212-812- 2901. More information is available online at the NYSLTCOP web site: www.ltombudsman.ny.gov.
9. Occupants have the right to form and participate in an Occupant council forum. The Occupants solely lead the council; however, the council may utilize the services of staff to assist with meeting minutes, notices, etc. Participation is voluntary. The council's purpose includes:

- Discussing operations,
- Discussing Occupants' rights issues,
- Discussing grievances and concerns,
- Participating in the resolution of concerns,
- Participating in the planning of events and activities,
- Providing an opportunity to meet with staff