



New York State NYSE-CON Electronic Certificate of Need

Patricia E Smyth

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General Information

General	Executive Summary	Sites	Application	Correspondence	Decision	Contingencies	Conditions	Post Approval	Summary
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Application Number: 232222
Facility Name: Yonkers Center for Rehabilitation and Nursing
Project Description:
 Print General View
Submission Type: Application - Administrative Review
Project Status: Received
Review Level: Admin
Total Project Cost: \$396,874.00

Project Status Date: 12/11/2023
Received Date: 12/11/2023
Initial Review Date:
Acknowledgment Date:

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Selected Projects

CCN 232222 - Yonkers Center for Rehabilitation

Main Site Information

Facility Name: Yonkers Center for Rehabilitation and Nursing
Physical Address: 115 South Broadway, Yonkers, NY 10701
Facility ID: 1109
Facility Type: Residential Health Care Facility
Region:
Operating Certificate Number: 5907319N
County: WESTCHESTER
Current Operator: Yonkers Gardens LLC, 127 South Broadway, Yonkers, NY 10701
Current Operator County:

Contact Information

Name: Patricia Smyth
Email: conadmin@ciceroassociates.com
Title: Ms
Address: 925 Westchester Avenue, Suite 201, White Plains, NY 10523
Phone: (914) 682-8657
Fax: (914) 682-8895

Alternate Contact Information

Name: Solomon Klein
Email: Sol@infinitecare.com

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[System Information](#)

Related Projects

- CON 102431 - St. Joseph's Hospital Nursing
- CON 111211 - St Josephs Hospital Nursing
- CON 111363 - St. Joseph's Hospital Nursing
- CON 162385 - St Josephs Hosp Nursing H
- NOT 1785 - St Josephs Hosp Nursing Hom
- XFER 201043 - Yonkers Gardens LLC d/b/ Rehabilitation
- XFER 212137 - Yonkers Gardens Center fo
- CON 231004 - Yonkers Center for Rehabil
- CON 232140 - Yonkers Center for Rehabil
- NOT 3788 - Yonkers Gardens Center for Ni
- NOT 4201 - Yonkers Center for Rehabilati

Executive Summary

Yonkers Gardens LLC doing business as Yonkers Gardens Center for Nursing and Rehabilitation (Yonkers) is an existing, 200-bed Residential Health Care Facility (RHCF), which also has an offsite 48-slot Adult Day Health Care Program (Yonkers ADHCP). Yonkers and Yonkers ADHCP are located on the campus of St. Joseph's Medical Center at 115 South Broadway, Yonkers (Westchester County), New York 10701 and 81 South Broadway, Yonkers (Westchester County), New York 10701 (less than 1,000 feet or one (1) minute away from the RHCF), respectively.

Yonkers is submitting this Administrative Review Certificate of Need (C.O.N.) Application seeking approval to relocate its existing ADHCP to a different offsite location due to the expiration of the existing lease agreement and the landlord's intention to repossess the existing Yonkers ADHCP site. The Yonkers ADHCP serves 100% Medicaid recipients of which 96% are minorities and 73% are females. The existing lease expired on October 2, 2023; therefore, Yonkers ADHCP no longer has site control and could be evicted at any time. Yonkers understands that the landlord could file a court motion at any time to vacate the space, hence making this Application important to ensure that the ADHCP does not shut down. Yonkers believes that if this Application is approved, the landlord will permit the Yonkers ADHCP to remain in operation at its current site until the new site is ready to be used. Renovations will take approximately four (4) months to complete at the new site. Due to the possibility that this ADHCP could abruptly close and the impact that would have on Medicaid lives, Yonkers submitted a request for temporary emergency approval (prior to C.O.N. Application approval) to the Department on December 11, 2023 to complete renovations in the building that will be the new site for Yonkers' existing offsite ADHCP. The applicant feels that this will enable the Department to conduct its review of this Application parallel to the renovations at the new site. The applicant is requesting an expedited review of this Application by the Department. If this project cannot be implemented in a timely manner, the Yonkers ADHCP is at risk of closing permanently due to the landlord repossess issue.

Yonkers has identified a suitable space to relocate the Yonkers ADHCP to the ground floor of a building on the campus wherein the Palisade Gardens Adult Home (Operating Certificate Number: 800-F-971) and the Regency Extended Care Center (Operating Certificate Number: 5907315N; PFI No. 1103) are currently operating. The new location for the Yonkers ADHCP will be 185 Palisade Avenue, Yonkers (Westchester County), New York 10703, which is approximately one (1) mile or seven (7) minutes' travel time from the Yonkers ADHCP's current location.

Due to the size of the space available at the new site, the Yonkers ADHCP capacity will be reduced from 48 slots to 45 slots (less than 10% - as it relates to Health Equity Impact Assessment requirements). Other than the slight reduction in the number of slots due to space availability and a location approximately one (1) mile from the existing site, Yonkers does not anticipate any change to its ADHCP or staffing and plans to continue to serve the same community it has been serving for years; therefore, there will be no negative impact to health equity or access; in fact, this project will preserve access to Medicaid recipients (this is a 100% Medicaid ADHCP).

YONKERS CENTER FOR REHABILITATION AND NURSING

SITE INFORMATION – NURSING HOME

Alternate contact: Solomon Klein, Member

Email address: Sol@infnitecare.com

Type of Application: Establishment Construction Administrative Limited

Total Project Cost:

\$396,874

Project Site Information:

Current Operator/Location: Yonkers Gardens LLC

Adult Day Health Care Program - Offsite

Yonkers Gardens Adult Day Health Care Program

81 South Broadway

Yonkers, New York 10701

Operating Certificate #: 5907319N

PFI: 1109

Proposed Location:

Adult Day Health Care Program - Offsite

Yonkers Gardens Adult Day Health Care Program

185 Palisade Avenue

Yonkers (Westchester County), New York 10703

Operating Certificate #: 5907319N

PFI: TBD

Site Proposal Summary (maximum of 1,000 characters):

Yonkers Gardens LLC doing business as Yonkers Gardens Center for Nursing and Rehabilitation is submitting this Administrative Review Certificate of Need Application seeking approval to relocate its existing off-site Adult Day Health Care Program to a different off-site location due to the expiration of the existing lease agreement and the landlord's stated intention to repossess the existing site.

Beds:

Please provide table of existing and proposed bed numbers (similar to Schedule 18).

N/A

Services:

Category	Current	Add	Remove	Proposed
Adult Day Health Care Program	X 48 Slots	<input type="checkbox"/>	<input checked="" type="checkbox"/> 3 Slots	X 45 Slots

Remove Site:

Adult Day Health Care Program - Offsite

Yonkers Gardens Adult Day Health Care Program

81 South Broadway

Yonkers, New York 10701

Operating Certificate #: 5907319N

PFI: 1109

Add Site:

Adult Day Health Care Program - Offsite

Yonkers Gardens Adult Day Health Care Program

185 Palisade Avenue

Yonkers (Westchester County), New York 10703

Operating Certificate #: 5907319N

PFI: TBD

**New York State Department of Health
Health Equity Impact Assessment Requirement Criteria**

Effective June 22, 2023, a Health Equity Impact Assessment (HEIA) will be required as part of Certificate of Need (CON) applications submitted by facilities (Applicant), pursuant to Public Health Law (PHL) § 2802-b and corresponding regulations at Title 10 New York Codes, Rules and Regulations (NYCRR) § 400.26. This form must be used by the Applicant to determine if a HEIA is required as part of a CON application.

Section A. Diagnostic and Treatment Centers (D&TC) - This section should only be completed by D&TCs, all other Applicants continue to Section B.

Table A. – NOT APPLICABLE - Please note that although this project does not involve a D&TC, this ADHCP serves 100% Medicaid recipients

Diagnostic and Treatment Centers for HEIA Requirement	Yes	No
Is the Diagnostic and Treatment Center's patient population less than 50% patients enrolled in Medicaid and/or uninsured (combined)?	<input type="checkbox"/>	<input type="checkbox"/>
Does the Diagnostic and Treatment Center's CON application include a change in controlling person, principal stockholder, or principal member of the facility?	<input type="checkbox"/>	<input type="checkbox"/>

- ***If you checked "no" for both questions in Table A, you do not have to complete Section B - this CON application is considered exempt from the HEIA requirement. This form with the completed Section A is the only HEIA-related document the Applicant will submit with this CON application. Submit this form, with the completed Section A, along with the CON application to acknowledge that a HEIA is not required.***
- ***If you checked "yes" for either question in Table A, proceed to Section B.***

Section B. All Article 28 Facilities

Table B.

Construction or equipment	Yes	No
Is the project minor construction or the purchase of equipment, subject to Limited Review, <u>AND</u> will result in one or more of the following: a. Elimination of services or care, and/or; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Expansion or addition of 10%* or greater in the number of certified beds, certified services or operating hours? <i>Per the Limited Review Application Instructions: Pursuant to 10 NYCRR 710.1(c)(5), minor construction projects with a total project cost of less than or equal \$15,000,000 for general hospitals and less than or equal to \$6,000 for all other facilities are eligible for a Limited Review.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Establishment of an operator (new or change in ownership)	Yes	No
Is the project an establishment of a new operator or change in ownership of an existing operator providing services or care, <u>AND</u> will result in one or more of the following: a. Elimination of services or care, and/or; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Change in location of services or care?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mergers, consolidations, and creation of, or changes in ownership of, an active parent entity	Yes	No
Is the project a transfer of ownership in the facility that will result in one or more of the following: a. Elimination of services or care, and/or; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Change in location of services or care?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Acquisitions	Yes	No
Is the project to purchase a facility that provides a new or similar range of services or care, that will result in one or more of the following: a. Elimination of services or care, and/or; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Change in location of services or care?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
All Other Changes to the Operating Certificate	Yes	No
Is the project a request to amend the operating certificate that will result in one or more of the following: a. Elimination of services or care; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Expansion or addition of 10%* or greater in the number of certified beds, certified services or operating hours, and/or; d. Change in location of services or care?	<input type="checkbox"/>	<input checked="" type="checkbox"/> *

*Calculate the percentage change from the number of certified/authorized beds and/or certified/authorized services (as indicated on the facility's operating certificate) specific to the category of service or care. For example, if a residential health care facility adds two ventilator-dependent beds and the facility had none previously, this would exceed the 10% threshold. If a hospital removes 5 out of 50 maternity certified/authorized beds, this would meet the 10% threshold.

- **If you checked "yes" for one or more questions in Table B**, the following HEIA documents are required to be completed and submitted along with the CON application:
 - o HEIA Requirement Criteria with Section B completed
 - o HEIA Conflict-of-Interest
 - o HEIA Contract with Independent Entity
 - o HEIA Template

- o HEIA Data Tables
 - o Full version of the CON Application with redactions, to be shared publicly
- *If you checked "no" for all questions in Table B*, this form with the completed Section B is the only HEIA-related document the Applicant will submit with this CON application. Submit this form, with the completed Section B, along with the CON application to acknowledge that a HEIA is not required.

* It is the applicant's belief that a Health Equity Impact Assessment is not required for this project. Yonkers is submitting this Administrative Review Certificate of Need (C.O.N.) Application seeking approval to relocate its existing ADHCP to a different offsite location due to the expiration of the existing lease agreement and the landlord's intention to repossess the existing Yonkers ADHCP site. The Yonkers ADHCP serves 100% Medicaid recipients of which 96% are minorities and 73% are females. The existing lease expired on October 2, 2023; therefore, Yonkers ADHCP no longer has site control and could be evicted at any time. Yonkers understands that the landlord could file a court motion at any time to vacate the space, hence making this Application important to ensure that the ADHCP does not shut down. Yonkers believes that if this Application is approved, the landlord will permit the Yonkers ADHCP to remain in operation at its current site until the new site is ready to be used. Renovations will take approximately four (4) months to complete at the new site. Due to the possibility that this ADHCP could abruptly close and the impact that would have on Medicaid lives, Yonkers submitted a request for temporary emergency approval (prior to C.O.N. Application approval) to Mr. Mark Furnish on December 11, 2023 to complete renovations in the building that will be the new site for Yonkers' existing offsite Adult Day Health Care Program (ADHCP). The applicant feels that this will enable the Department to conduct its review of this Application parallel to the renovations at the new site. The applicant is requesting an expedited review of this Application by the Department.

Yonkers has identified a suitable space to relocate the Yonkers ADHCP approximately one (1) mile or seven (7) minutes travel time from the Yonkers ADHCP's current location. Due to the size of the space available at the new site, the Yonkers ADHCP capacity will be reduced from 48 slots to 45 slots (less than 10%). Other than the slight reduction in the number of slots due to space availability and a location approximately one (1) mile from the existing site, Yonkers does not anticipate any change to its ADHCP program or staffing and plans to continue to serve the same community it has been serving for years; therefore, there will be no negative impact to health equity or access; in fact, this project will preserve access to Medicaid recipients (this is a 100% Medicaid ADHCP). If this project cannot be effectuated in a timely manner, the Yonkers ADHCP is at risk of closing permanently due to the landlord repossess issue.

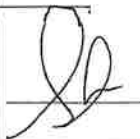
New York State Department of Health Certificate of Need Application

Schedule 1

Schedule Acknowledgement and Attestation

I hereby certify, under penalty of perjury, that I am duly authorized to subscribe and submit this application on behalf of the applicant: Yonkers Gardens LLC

I further certify that the information contained in this application and its accompanying schedules and attachments are accurate, true and complete in all material respects. I acknowledge and agree that this application will be processed in accordance with the provisions of articles 28, 36 and 40 of the public health law and implementing regulations, as applicable.

SIGNATURE:	DATE
	12/8/2023
Solomon Klein	Member

General Information

Is the applicant an existing facility? If yes, attach a photocopy of the resolution or consent of partners, corporate directors, or LLC managers authorizing the project.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Title of Attachment: N/A – Administrative Review Application
Is the applicant part of an "established PHL Article 28* network" as defined in section 401.1(j) of 10 NYCRR? If yes, attach a statement that identifies the network and describes the applicant's affiliation. Attach an organizational chart.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	N/A

Contacts

The Primary and Alternate contacts are the only two contacts who will receive email notifications of correspondence in NYSE-CON. **At least one of these two contacts should be a member of the applicant.** The other may be the applicant's representative (e.g., consultant, attorney, etc.). What is entered here for the Primary and Alternate contacts should be the same as what is entered onto the General Tab in NYSE-CON.

Primary Contact	NAME AND TITLE OF CONTACT PERSON	CONTACT PERSON'S COMPANY	
	Frank M. Cicero	Cicero Consulting Associates	
	BUSINESS STREET ADDRESS		
	925 Westchester Avenue, Suite 201		
	CITY	STATE	ZIP
	White Plains	New York	10604
	TELEPHONE	E-MAIL ADDRESS	
(914) 682-8657	conadmin@ciceroassociates.com		

Alternate Contact	NAME AND TITLE OF CONTACT PERSON	CONTACT PERSON'S COMPANY	
	Solomon Klein, Member	Yonkers Gardens LLC	
	BUSINESS STREET ADDRESS		
	115 South Broadway		
	CITY	STATE	ZIP
	Yonkers	New York	10701
	TELEPHONE	E-MAIL ADDRESS	

**New York State Department of Health
Certificate of Need Application**

Schedule 1

The applicant must identify the operator's chief executive officer, or equivalent official.

CHIEF EXECUTIVE	NAME AND TITLE		
	Solomon Klein, Member		
	BUSINESS STREET ADDRESS		
	115 South Broadway		
	CITY	STATE	ZIP
	Yonkers	New York	10701
	TELEPHONE		E-MAIL ADDRESS
(347) 909-1811		Sol@infinitecare.com	

The applicant's lead attorney should be identified:

ATTORNEY	NAME		FIRM	BUSINESS STREET ADDRESS
	NOT APPLICABLE			
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS

If a consultant prepared the application, the consultant should be identified:

CONSULTANT	NAME		FIRM	BUSINESS STREET ADDRESS
	Frank M. Cicero		Cicero Consulting Associates	925 Westchester Avenue, Suite 201
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
	White Plains, NY 10604		(914) 682-8657	conadmin@ciceroassociates.com

The applicant's lead accountant should be identified:

ACCOUNTANT	NAME		FIRM	BUSINESS STREET ADDRESS
	Please contact consultant			
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS

Please list all Architects and Engineer contacts:

ARCHITECT and/or ENGINEER	NAME		FIRM	BUSINESS STREET ADDRESS
	David A. Schlosser, AIA		Schopfer Architects	1111 James Street
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
	Syracuse, NY 13203		(315) 474-6501	DSchlosser@Schopfer.com

ARCHITECT and/or ENGINEER	NAME		FIRM	BUSINESS STREET ADDRESS
	N/A			
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS

**New York State Department of Health
Certificate of Need Application**

Schedule 1

Other Facilities Owned or Controlled by the Applicant

Establishment (with or without Construction) Applications only

NOT APPLICABLE

NYS Affiliated Facilities/Agencies

Does the applicant legal entity or any related entity (parent, member or subsidiary corporation) operate or control any of the following in New York State?

FACILITY TYPE - NEW YORK STATE	FACILITY TYPE	
Hospital	HOSP	Yes <input type="checkbox"/> No <input type="checkbox"/>
Nursing Home	NH	Yes <input type="checkbox"/> No <input type="checkbox"/>
Diagnostic and Treatment Center	DTC	Yes <input type="checkbox"/> No <input type="checkbox"/>
Midwifery Birth Center	MBC	Yes <input type="checkbox"/> No <input type="checkbox"/>
Licensed Home Care Services Agency	LHCSA	Yes <input type="checkbox"/> No <input type="checkbox"/>
Certified Home Health Agency	CHHA	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hospice	HSP	Yes <input type="checkbox"/> No <input type="checkbox"/>
Adult Home	ADH	Yes <input type="checkbox"/> No <input type="checkbox"/>
Assisted Living Program	ALP	Yes <input type="checkbox"/> No <input type="checkbox"/>
Long Term Home Health Care Program	LTHHCP	Yes <input type="checkbox"/> No <input type="checkbox"/>
Enriched Housing Program	EHP	Yes <input type="checkbox"/> No <input type="checkbox"/>
Health Maintenance Organization	HMO	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Health Care Entity	OTH	Yes <input type="checkbox"/> No <input type="checkbox"/>

Upload as an attachment to Schedule 1, the list of facilities/agencies referenced above, in the format depicted below:

Facility Type	Facility Name	Operating Certificate or License Number	Facility ID (PFI)
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Out-of-State Affiliated Facilities/Agencies N/A

In addition to in-state facilities, please upload, as an attachment to Schedule 1, a list of all health care, adult care, behavioral, or mental health facilities, programs or agencies located outside New York State that are affiliated with the applicant legal entity, as well as with parent, member and subsidiary corporations, in the format depicted below.

Facility Type	Name	Address	State/Country	Services Provided
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In conjunction with this list, you will need to provide documentation from the regulatory agency in the state(s) where affiliations are noted, reflecting that the facilities/programs/agencies have operated in substantial compliance with applicable codes, rules and regulations for the past ten (10) years (or for the period of the affiliation, whichever is shorter). More information regarding this requirement can be found in Schedule 2D.

**New York State Department of Health
Certificate of Need Application**

**Schedule 1
Attachments**

Yonkers Gardens Center for Nursing and Rehabilitation

1. Project Narrative
2. Medical Director's Curriculum Vitae
3. Operating Certificate
4. Closure Plan

PROJECT NARRATIVE

Yonkers Gardens LLC¹ doing business as Yonkers Gardens Center for Nursing and Rehabilitation (Yonkers) is an existing, 200-bed Residential Health Care Facility (RHCF), which also has an offsite 48-slot Adult Day Health Care Program (Yonkers ADHCP)². Yonkers and Yonkers ADHCP are located on the campus of St. Joseph's Medical Center at 115 South Broadway, Yonkers (Westchester County), New York 10701 and 81 South Broadway, Yonkers (Westchester County), New York 10701 (less than 1,000 feet or one (1) minute away from Yonkers RHCF), respectively.

Yonkers is submitting this Administrative Review Certificate of Need (C.O.N.) Application seeking approval to relocate its existing ADHCP to a different offsite location due to the expiration of the existing lease agreement and the landlord's intention to repossess the existing Yonkers ADHCP site. The Yonkers ADHCP serves 100% Medicaid recipients of which 96% are minorities and 73% are females. The existing lease expired on October 2, 2023; therefore, Yonkers ADHCP no longer has site control and could be evicted at any time. Yonkers understands that the landlord could file a court motion at any time to vacate the space, hence making this Application important to ensure that the ADHCP does not shut down. Yonkers believes that if this Application is approved, the landlord will permit the Yonkers ADHCP to remain in operation at its current site until the new site is ready to be used. Renovations will take approximately four (4) months to complete at the new site. Due to the possibility that this ADHCP could abruptly close and the impact that would have on Medicaid lives, Yonkers submitted a request for temporary emergency approval (prior to C.O.N. Application approval) to Mr. Mark Furnish on December 11, 2023 to complete renovations in the building that will be the new site for Yonkers' existing offsite Adult Day Health Care Program (ADHCP). The applicant feels that this will enable the Department to conduct its review of this Application parallel to the renovations at the new site. The applicant is requesting an expedited review of this Application by the Department. If this project cannot be implemented in a timely manner, the Yonkers ADHCP

¹ Please note, in pending Project No. 232140-E, Yonkers SNF Operations LLC is seeking approval to be the new operator of Yonkers Gardens Center for Rehabilitation and Nursing, which is currently operated by Yonkers Gardens LLC.

² This is a 100% Medicaid ADHCP.

is at risk of closing permanently due to the landlord repossession issue. Please note, for reasons stated in the Health Equity Impact Assessment (HEIA) criteria document provided with the C.O.N. Application, a HEIA was not completed for this project.

Yonkers has identified a suitable space to relocate the Yonkers ADHCP to the ground floor of a building on the campus wherein the Palisade Gardens Adult Home (Operating Certificate Number: 800-F-971) and the Regency Extended Care Center (Operating Certificate Number: 5907315N; PFI No. 1103) are currently operating. The new location for the Yonkers ADHCP will be 185 Palisade Avenue, Yonkers (Westchester County), New York 10703, which is approximately one (1) mile or seven (7) minutes' travel time from the Yonkers ADHCP's current location.

This project includes renovating approximately 5,332 square feet of space to achieve FGI and 10 NYCRR code compliance for ADHCP facilities. The renovations for the ADHCP area will include cosmetic upgrades, expanding toilet rooms for ADA compliance, installing new lighting, HVAC upgrades, sprinkler modifications and creating a fire-separated entry vestibule. The proposed ADHCP space on the ground floor is currently unoccupied. Renovations will take approximately four (4) months to complete. Grade level entry to the ADHCP will be from a south-facing driveway and a parking lot to the west. Please refer to the Schedule 6 Attachments for the pertinent architectural details. The Yonkers ADHCP will be separate and distinct from any other entity at the location. Please refer to the separate and distinct assurances under the Schedule 19 Attachment.

Prior to the COVID-19 Public Health Emergency (PHE), the average daily census of the Yonkers ADHCP was 40-42 registrants per day, or approximately 85% occupancy. The program was closed due to the COVID-19 PHE from March 7, 2020 through July 7, 2021. Since that time, the average occupancy of the ADHCP has steadily increased from approximately 30% occupancy in 2021 to 49% occupancy in 2022 to approximately 54% occupancy in 2023. The applicant expects this trend to continue at the new site as the community continues to become more comfortable with accessing the

services of the program post COVID-19 PHE. As depicted on Schedule 13D, Yonkers is conservatively forecasting 6,518 visits in Year 1 of this project (approximately 56% occupancy) and 7,187 visits in Year 3 of this project (approximately 61% occupancy).

Due to the size of the space available at the Palisade Gardens site, the Yonkers ADHCP capacity will be reduced from 48 slots to 45 slots. Other than the slight reduction in the number of slots due to space availability and a location approximately one (1) mile from the existing site, Yonkers does not anticipate any change to its ADHCP or staffing and plans to continue to serve the same community it has been serving for years; therefore, there will be no negative impact to health equity or access; in fact, this project will preserve access to Medicaid recipients (this is a 100% Medicaid ADHCP). If this project cannot be effectuated in a timely manner, the Yonkers ADHCP is at risk of closing permanently due to the landlord repossess issue.

James L. Neuendorf, M.D., F.A.A.F.P. will continue to serve as the ADHCP's Medical Director. Please refer to the Schedule 1 Attachment for Dr. Neuendorf's curriculum vitae. Yonkers will enter into a lease agreement with Hudson View Care Center Inc. to secure access to the new site. Please refer to Schedule 9 Attachment for the proposed lease, landlord/tenant affidavit and two (2) letters of rent reasonableness. Please note, certain owners of Yonkers and Hudson View Care Center Inc. are the same; therefore, the lease is a non-arm's length-agreement.

The proposed relocation of the existing Yonkers ADHCP is consistent with the needs of Yonkers and its overall plan to continue to provide ADHCP services in a compassionate and cost-effective manner. The relocation of the ADHCP will allow the program to continue to operate; otherwise, it would close. The Yonkers ADHCP will continue to operate from 8:00 a.m. to 4:00 p.m., Monday through Friday.

The full-time Program Director for the ADHCP is a qualified health care administrator. Yonkers will continue to operate the ADHCP at its new location consistent with the services and program currently in existence. A meal and nutritious snack are provided to each registrant in attendance at the program. In addition, planned activities, ongoing assessment of health status, coordinated care planning and case management are provided to each registrant according to their needs. The number of days each person attends the program will vary depending on his or her needs.

The program will continue to be operated under a philosophy that assures that all registrants receive the services they require, at the appropriate time, in the proper setting, and under the highest quality standards possible in accordance with Part 425 of Title 10 of the NYCRR. One of the main objectives of the ADHCP is to provide the opportunity for an individual to remain in the community for as long as possible, while receiving appropriate health care. Individualized registrant health care plans will continue to be established and updated, as necessary, to achieve specific goals of the program.

The delivery of services will continue to be coordinated by the Program Director, who directs the day-to-day activities to ensure safe and high-quality care, provides in-service education to staff, establishes and implements policies and procedures and maintains accurate records. The management philosophy of Yonkers is that all registrants in the ADHCP will be provided the required services in a setting that contributes positively to their quality of life. In addition to the management functions of Quality Improvement, in-service training and community education, the management will ensure that the day-to-day activities of the ADHCP are consistent with its current practice while operating at the new site. The staffing plan is in conformance with 10 NYCRR guidelines and the experience of Yonkers ADHCP's existing staffing at its current location. Please refer to Schedules 13B and 19B of this Application for the details of the current and projected staffing. All others aspects of the existing Yonkers ADHCP including admissions, registration, medical records, quality improvement processes, transportation arrangements, in-service training

programs, and community health education and outreach will remain intact in their current form at the new site. Please refer to Schedule 19 for additional information.

CURRICULUM VITAE
JAMES L. NEUENDORF, M.D., F.A.A.F.P.

PERSONAL

161 LAWLOR ROAD
BRIARCLIFF MANOR, NY 10510
☎: (914) 523-6313

EMPLOYER ADDRESS:
SAINT JOSEPH'S MEDICAL CENTER
127 SOUTH BROADWAY
YONKERS, NY 10701
☎: (914) 378-7000, EXT. 7508
FAX: (914) 965-4838

LICENSURE & CERTIFICATIONS

09/17/1984 – 07/31/2024	New York State License No. 160114
03/31/2005 - 08/31/2007	State of Connecticut, License # 043261
07/1989 - 07/1995	Diplomate, American Board of Family Practice Certificate No. 64237
2002 - 12/31/2009	Certificate No. 64237
01/26/1983	E.C.F.M.G. Certification No. 3452042
06/1984	Federation of State Medical Boards (FLEX)
10/19/2020 – 10/31/2023	DEA #: BN0185353
06/30/2019	PRI #: 26882-03-02
11/18/2020	Ironshore Specialty Insurance Company-RPG # 00387520
	UPIN #: A62524
	Medicare #: 36E3314651
	Medicaid #: 01099201
	CAQH #: 10501871
	NPI #: 1831199553
10/27/2020 – 10/27/2024	Infection Control Certification
10/2020-10/2023	Pain Management, Palliative Care, Addiction
08/26/2017, 03/13/2022	Hyperbaric Medicine Certification
01/22/2016	Clozapine Risk Evaluation and Mitigation Strategy (REMS)
	Certification #: HCP818546990
04/07/21 – 04/07/2023	Healthcare Provider BLS/AED #191746-77556AEDB

EDUCATION

1978 - 1982	AUTONOMOUS UNIVERSITY OF GUADALAJARA, Guadalajara, Mexico M.D. Diploma
1973 - 1977	UNIVERSITY OF ROCHESTER, Rochester, NY B.A. in Biology

POST- GRADUATE TRAINING

07/01/1986 - 12/31/1988	ST. JOSEPH'S MEDICAL CENTER, Yonkers, NY Residency, Family Practice (07/1987 - 06/1988 Chief Resident)
07/01/1984 – 06/30/1986	NASSAU COUNTY MEDICAL CENTER, East Meadow, NY Residency, General Surgery
07/01/1983 - 06/29/1984	ST. JOSEPH'S MEDICAL CENTER, Yonkers, NY (Under aegis of New York Medical College) Internship, Fifth Pathway

HOSPITAL APPOINTMENTS

08/2003 – 09/10/2007 NORTHERN WESTCHESTER MEDICAL CENTER, Mt. Kisco, NY
Associate Attending

05/2003 – 05/20/2005 PHELPS MEMORIAL HOSPITAL CENTER, Sleepy Hollow, NY
Courtesy Staff, Department of Medicine

05/2003 – 06/01/2004 LAWRENCE HOSPITAL CENTER, Bronxville, NY
Active Special Attending, Department of Medicine

07/2001 – 07/2002 ST. JOHN'S RIVERSIDE HOSPITAL, Yonkers, NY
Provisional Attending

10/01/2000 – 06/30/2003 NEW YORK PRESBYTERIAN HOSPITAL, New York, NY
Assistant Attending, Department of Medicine

10/1999 – 01/2003 ST. AGNES HOSPITAL, White Plains, NY
Attending Physician, Department of Family Practice

02/1994 – 01/01/2006 OUR LADY OF MERCY MEDICAL CENTER, Bronx, NY
Attending Physician, Department of Family Practice

04/1993 – 06/30/2009 SOUND SHORE MEDICAL CENTER OF WESTCHESTER, New Rochelle, NY
Attending Physician, Department of Family Practice

01/1989 – Present ST. JOSEPH'S MEDICAL CENTER, Yonkers, NY
Attending , Department of Family Medicine

PROFESSIONAL EXPERIENCE

01/2005 – 12/2015 HEBREW HOSPITAL HOME Licensed Home Care Agency, Bronx, NY
Medical Director

01/2005 – 09/2014 HEBREW HOSPITAL HOME Choices Health Plan, Bronx, NY
Medical Director

11/2012 – 12/2013 HEBREW HOSPITAL HOME Gold Health Plan (MLTC), Bronx, NY
Medical Director

11/2003 - 01/ 2007 HEBREW HOSPITAL HOME, Bronx, NY
Medical Director

03/1998 - 10/2003 HEBREW HOSPITAL HOME OF WESTCHESTER, Valhalla, NY
Medical Director

02/1996 – 12/1999 TARRYTOWN HALL CARE CENTER, Tarrytown, NY
Medical Director

01/1994 - 06/1997 SCHNURMACHER NURSING HOME, BETH ISRAEL HOSPITAL,
White Plains, NY
Medical Director

01/1989 - 01/1994 NEW ROCHELLE NURSING HOME, New Rochelle, NY
Attending Physician

01/1989 – 12/2012 GERIATRIC SERVICES, P.C., Yonkers, NY
Group Associate

01/1989 - 02/1990	WOODLAND NURSING HOME, New Rochelle, NY Attending Physician
01/1988 - 12/2010	FRANCES SCHERVIER HOME, Bronx, NY Consulting Staff
07/2011 - 01/2015 11/2010 - 12/2015	ARCHCARE at FERNCLIFF NURSING HOME, Rhinebeck, NY Medical Director Attending Physician
01/2013 - 12/2013	PARK AVENUE HEALTH CARE MANAGEMENT, White Plains, NY Group Associate
12/2013 - 12/2015 05/2014 - 12/2015	IPC, Hospitalist Company, Inc., North Hollywood, CA Group Associate Practice Group Leader
12/2015 - present 12/2015 - 05/2018 05/2018 - 04/01/19	TeamHealth, Knoxville, TN Group Associate Practice Group Leader Clinical Leader
01/2004 - Present	PROVIDENCE REST NURSING HOME, Bronx, NY Attending Physician
01/1993 - 02/1998 02/2009 - 03/2010 01/1992 - 03/2010	ST VINCENT'S DEPAUL Residence, Bronx, NY Medical Director Medical Director Attending Physician
01/01/2007 - 03/08/18 01/01/1998 - 03/08/18	ST JOSEPH'S NURSING HOME, Yonkers, NY Medical Director Attending Physician
01/01/2007 - 03/31/2016	ST JOSEPH'S NURSING HOME, Long Term Home Health Care Program, Yonkers, NY Medical Director
01/01/2007 - 03/08/18	ST JOSEPH'S NURSING HOME, Geriatric Day Care Program, Yonkers, NY Medical Director
01/15/2015 - Present	ST JOSEPH'S MEDICAL CENTER Medical Director
01/11/2021 - Present 03/08/2018 - 09/18/18 03/08/2018 - present	YONKERS GARDENS Center for Nursing and Rehabilitation, Yonkers, NY Medical Director Administrative Medical Director Attending Physician
03/08/2018 - 09/18/18	YONKERS GARDENS, Geriatric Day Care Program, Yonkers, NY Medical Director

ORGANIZATIONS

06/2014 - Present	St Joseph's Medical Center Accountable Care Network IPA, Yonkers, NY
2008 - Present	Montefiore ACO Accountable Care Organization, Bronx, NY
2008 - Present	Montefiore CMO Non-MMC affiliate, Yonkers, NY

PROFESSIONAL SOCIETY MEMBERSHIP

1999 - 2009	AMERICAN GERIATRIC SOCIETY
1999 – 2005	METROPOLITAN AREA GERIATRIC SOCIETY
1994 – Present	NY STATE AMERICAN MEDICAL DIRECTOR'S ASSOCIATION
01/1989 – Present	AMERICAN ACADEMY OF FAMILY PHYSICIANS
01/1989 – Present	NY STATE ACADEMY OF FAMILY PHYSICIANS OF FAMILY PHYSICIANS
01/1989 – Present	AMERICAN MEDICAL ASSOCIATION
05/2014 - 12/2017	SOCIETY OF HOSPITAL MEDICINE
09/2017 – 09/2018	UNDERSEA and HYPERBERIC MEDICAL SOCIETY (UHMS)
03/2018 – 03/2019	AMERICAN MEDICAL DIRECTORS ASSOCIATION – The Society for Post-Acute and Long Term Care Medicine

COMMITTEE

1993 - 2022	St. Joseph's Medical Center, Finance Committee, Attendee
2022 – Present	St. Joseph's Medical Center, Finance Committee, Member
1998 – 2023 Present	St. Joseph's Medical Center, Ball Committee
1998 – 2010; 2014-2016	St. Joseph's Medical Center, Board of Trustees
2000 - Present	St. Joseph's Medical Center, Member of the Nominating Committee of Medical Board
2011 - Present	St Joseph's Medical Center, Member-Health Care Decisions Committee
1993 – 1998	St. Joseph's Medical Center, Vice President of Nursing Home Medical Board
1998 – 2010	St. Joseph's Medical Center, President of Nursing Home Medical Board
1993 – 2018	St. Joseph's Medical Center, Member of Nursing Home Medical Board
2008 - 2018	St Joseph's Nursing Home, Chairman-Patient Care Committee
2008 - 2018	St Joseph's Nursing Home, Chairman-Improving Organizational Performance Committee (QAPI)
2007 - 2018	St Joseph's Nursing Home, Chairman-Pharmacy Committee
2007 - 2018	St Joseph's Nursing Home, Chairman-Infection Control Committee
2007 - 2016	St Joseph's Nursing Home-LLTHC Program, Member-Professional Advisory Committee
1996-1997	Beth Israel Medical Center, Ethics Committee
1998 - 1999	Member of Catholic Health Care Network – Nursing Home Advisory Council
1993 - 1998	Vice President – NYS – AFP – Westchester Chapter
1997 - 1998	Delegate NYS – AFP – Westchester Chapter Delegate NYS – AFP –
1997 – 1998	Commission on Academy Operations

2008 – Present	St Joseph's Medical Center – Medical Board
2010 – 2012	St Joseph's Medical Center - Secretary of Medical Board
2012 - 2014	St Joseph's Medical Center – Vice President of Medical Board
01/2014 - 12/2015	St Joseph's Medical Center - President of Medical Board
08/2013 – 12/2014	St Joseph's Medical Center – Interim Director of Family Medicine
01/2015 - 06/2021	St Joseph's Medical Center – Director of Family Medicine
01/2014 – Present	St Joseph's Medical Center – Member of Agenda Committee
01/2014 - Present	St Joseph's Medical Center – Member of Joint Conference/Quality Assurance Committee of the Board of Trustees
01/2016 – Present	St Joseph's Medical Center _ Member of the Ethics Committee of the Board of Trustees
01/2014 – Present	St Joseph's Medical Center – Member of QA Committee
01/2011 – Present	St Joseph's Medical Center - Member of Infection Control Committee
05/2014 – Present	St Joseph's Medical Center – Member of Checklist Group
01/2015 - Present	St Joseph's Medical Center, Chairman-Checklist Group
2014 – 2019/2020	St Joseph's Medical Center – Co-Chairman Golf Committee
01/2015 - Present	St Joseph's Medical Center – Member of Graduate Medical Education Committee
03/2015 – Present	St Joseph's Medical Center, Member of the Medication Usage & Nutritional Care Committee
01/2015 - Present	St Joseph's Medical Center, Member of Patient Care Committee
09/2014 – Present	St Joseph's Medical Center, Member of Sepsis Committee
01/2015 – 11/2015	St Joseph's Medical Center, Chairman-Sepsis Committee
09/2014 – Present	St Joseph's Medical Center, Member of Stroke Committee
01/2015 – 11/2015	St Joseph's Medical Center, Chairman-Stroke Committee
01/2015 – Present	St Joseph's Medical Center Accountable Care Network IPA, Member of Board of Directors
04/2016 – Present	St Joseph's Medical Center, Chairman Utilization Committee
2015 – Present	St Joseph's Medical Center, Ventures, LTD. – Member of the Board of Directors
01/2015 – 12/2021	St Joseph's Medical Center, School Based Health Center Sponsor – Medical Director
06/21/22 - Present	St Joseph's Medical Center – Trustee on the Board of Trustees
07/2011 – 01/2015	Ferncliff Nursing Home, Member - Pharmacy Committee
07/2011 – 01/2015	Ferncliff Nursing Home, Member – Quality Improvement Committee
2011- 2015	ArchCare, Member – Medical Directors Committee
2011- 2015	ArchCare, Member – Credentials Committee of the Board
01/2005 – 09/2014	Hebrew Hospital Home-Choices Health Plan, Member – QA Committee
01/2005 – 04/2015	Hebrew Hospital Home-LCSA, Member – Professional Advisory Committee
11/2012 – 12/2013	Hebrew Hospital Home Gold Health Plan, Chairman – Credentials Committee
09/2013 – 12/2013	Hebrew Hospital Home Gold Health Plan, Chairman – QA Committee
01/2015 – Present	Montefiore ACO – Member of the Hudson Valley Physician Quality Advisory Committee
11/2016 – 12/2017	Montefiore ACO – Member of the Advisory Board
05/2016 – 05/2021	New York Medical Director's Association – Member of the Board of Directors
2016 – present	Montefiore Health System – Member of Medical Directors Meeting
2016 – 2021	Montefiore Health System, Quality Collaborative – Member
2018 - 2021	Montefiore Health System, Steering Committee - Member
03/2018 – 09/2018	Yonkers Gardens, Chairman-Improving Organizational Performance Committee (QAPI),
01/2021 – present	Member
03/2018 – 09/2018	Yonkers Gardens, Chairman-Pharmacy Committee,

01/2021-present
03/2018 – 09/2018

Member
Yonkers Gardens, Chairman-Infection Control Committee

PRECEPTORSHIPS

2002 - Present
A. EINSTEIN COLLEGE OF MEDICINE, YESHIVA UNIVERSITY,
Bronx, NY
Introduction to Clinical Medicine – 1st year Medical Students

01/1989 – 07/2015
07/2014 – Present
NEW YORK MEDICAL COLLEGE, ST. JOSEPH'S MEDICAL CENTER,
Yonkers, NY
Geriatric Rotation – 2nd year - Family Medicine Residents
Geriatric Rotation - 1st year – Family Medicine Residents

10/2013 – 03/2020
ST. JOSEPH'S MEDICAL CENTER, Yonkers NY
Wound Care – Podiatry Residents

1995 – 2004
NEW YORK MEDICAL COLLEGE, New York, NY
Geriatric Medicine – 4th year Medical Student

1994 - 1997
TOURO COLLEGE, SCHOOL OF HEALTH SCIENCES, New York, NY
PA Program, Clinical Affiliation: Schumacher Nursing Home; Long Term Care
Rotation; Senior Physician Assistant Students

01/2015
COLLEGE OF MOUNT SAINT VINCENT, New York, NY
Preceptor for Nurse Practitioner students

PRESENTATIONS

03/09/2021
HOPE ON THE HORIZON – Covid and the Vaccine Rollout Plans,
Zoom presentation to the Italian American Forum

12/14/2020
GETTING SAFE MEDICAL AND EMERGENCY & MEDICAL CARE DURING
COVID-19,, HOSPITAL PRESENTATION – Zoom Panel Discussion, City of
Yonkers, Yonkers, NY, Zoom Presentation, Office for the Aging

09/21/2016
NEW YORK STATE DEPARTMENT OF HEALTH DSRIP STATEWIDE
LEARNING SYMPOSIUM, Albany, NY
Medicaid Accelerated eXchange (MAX) Series Program, Poster Session, Super
Utilizer Care

09/27/2001
ST. JOSEPH'S MEDICAL CENTER, Yonkers, NY
Seminary: Clergy Wellness Day, Wellness Medicine

11/05/1999
ST. JOSEPH'S MEDICAL CENTER, Yonkers, NY
Alumni Conference, Long Term Care in Family Practice

04/24/1997
WHITE PLAINS HOSPITAL, White Plains, NY
Community Lectures Series: Dementia

AWARDS/HONOREE

- 10/12/2017 Medical Science and Devotion Award October 12, 2017
The Salvation Army – Yonkers Citadel Corps
- 11/04/2006 St. Joseph's Medical Center-Area Long Term Care Leader, St Joseph's Nursing Home

BIBLIOGRAPHY

Research:

1. **Neuendorf, J.,** Morrow, R. *Tuberculosis Surveillance Among Homeless Women and Children, 1987-1988*
2. **Neuendorf, J.,** Rapid Diagnostic Tests for Group A Beta Hemolytic Streptococcal Pharyngitis in a Family Health Center, 1987-1988
3. *Risperdone Investigation Study – 63, White Plains Study Group, Principal Investigator Paul Teusink, M.D., Schnurmacher Nursing Home/Beth Israel Medical Center, 1996 – 1997*
4. *PROSPECT Study (Prevention of Suicide in Primary Care Elderly: Collaborative Trial) – Participation Practice Site. George Alexopoulos, M.D. Weill Medical College of Cornell University, 1999 – 2000*
5. Adipose Derived Stem Cell/Stromal Vascular Fraction for Treatment for COVID-19 Coronavirus, Investigational Study, Principal Investigator: Advanced Therapeutic Lab, Inc., designee - Rajiv Chander, M.D., St Joseph's Medical Center, Yonkers, NY, 2020

Abstract:

Neuendorf, J., Kitchen, J. *The Effects of Gamma-Butyrolactone on Gonadotrophin Release.* (Presented at Rochester Plan Research Symposium 1976)

Facility Id. 1109
Certificate No. 5907319N

Certified Beds - Total 200
RHC 200

State of New York
Department of Health
Office of Primary Care and Health Systems Management

OPERATING CERTIFICATE

Residential Health Care Facility - SNF

Effective Date: 06/12/2018
Expiration Date: NONE

Yonkers Gardens Center for Nursing and Rehabilitation

115 South Broadway
Yonkers, New York 10701

Operator: Yonkers Gardens LLC
Operator Class: Proprietary LLC

Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law for the service(s) specified.

Baseline Clinical Laboratory Service Radiology - Diagnostic

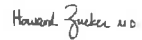
Other Authorized Locations

Adult Day Health Care Program - Offsite
Yonkers Gardens Adult Day Health Care
Program
81 South Broadway
Yonkers, New York 10701



20180619 Deputy Director Office of Primary Care and
Health Systems Management

This certificate must be conspicuously displayed on the premises.



Commissioner

Working Capital Financing Plan

1. Working Capital Financing Plan and Pro Forma Balance Sheet:

This section should be completed in conjunction with the monthly Cash Flow. The general guidelines for working capital requirements are two months of first year expenses for changes of ownership and two months' of third year expenses for new establishments, construction projects or when the first year budget indicates a net operating loss. Any deviation from these guidelines must be supported by the monthly cash flow analysis. If working capital is required for the project, all sources of working capital must be indicated clearly. Borrowed funds are limited to 50% of total working capital requirements and cannot be a line of credit. Terms of the borrowing cannot be longer than 5 years or less than 1 year. If borrowed funds are a source of working capital, please summarize the terms below, and attach a letter of interest from the intended source of funds, to include an estimate of the principal, term, interest rate and payout period being considered. Also, describe and document the source(s) of working capital equity.

Titles of Attachments Related to Borrowed Funds	Filenames of Attachments
Example: <i>First borrowed fund source</i>	Example: <i>first_bor_fund.pdf</i>
N/A	

In the section below, briefly describe and document the source(s) of working capital equity

Working capital requirements will be funded from the liquid resources of the applicant and its members. Please see the Cash Flow Analysis under the Schedule 5 Attachments.

2. Pro Forma Balance Sheet

This section should be completed for all new establishment and change in ownership applications. On a separate attachment identified below, provide a pro forma (opening day) balance sheet. If the operation and real estate are to be owned by separate entities, provide a pro forma balance sheet for each entity. Fully identify all assumptions used in preparation of the pro forma balance sheet. If the pro forma balance sheet(s) is submitted in conjunction with a change in ownership application, on a line-by-line basis, provide a comparison between the submitted pro forma balance sheet(s), the most recently available facility certified financial statements and the transfer agreement. Fully explain and document all assumptions.

Titles of Attachments Related to Pro Forma Balance Sheets	Filenames of Attachments
<i>Example: Attachment to operational balance sheet</i>	<i>Example: Operational_bal_sheet.pdf</i>
N/A	

**New York State Department of Health
Certificate of Need Application**

**Schedule 5
Attachment**

Yonkers Gardens Center for Nursing and Rehabilitation

Cash Flow Analysis

Yonkers Gardens LLC

Relocate an existing Adult Day Health Care Program (ADHCP)

FIRST-YEAR MONTHLY CASH FLOW ANALYSIS

Month	1	2	3	4	5	6	7	8	9	10	11	12
Starting Cash	\$1,133,860	\$1,113,360	\$1,092,859	\$1,072,359	\$1,051,858	\$1,031,358	\$1,010,857	\$990,357	\$969,856	\$949,356	\$928,855	\$908,355
Monthly Revenue	\$111,460	\$111,460	\$111,460	\$111,460	\$111,460	\$111,460	\$111,460	\$111,460	\$111,460	\$111,460	\$111,460	\$111,460
Monthly Expenses	\$131,961	\$131,961	\$131,961	\$131,961	\$131,961	\$131,961	\$131,961	\$131,961	\$131,961	\$131,961	\$131,961	\$131,961
Remaining Cash	\$1,113,360	\$1,092,859	\$1,072,359	\$1,051,858	\$1,031,358	\$1,010,857	\$990,357	\$969,856	\$949,356	\$928,855	\$908,355	\$887,854

Starting Cash reflects the available cash shown on the most recent internal financial statements under the Schedule 9 Attachment.

Schedule 6 Architectural/Engineering Submission

Contents:

- **Schedule 6 – Architectural/Engineering Submission**

Architectural Submission Requirements for Contingent Approval and Contingency Satisfaction

Schedule applies to all projects with construction, including Articles 28 & 40, i.e., Hospitals, Diagnostic and Treatment Centers, Residential Health Care Facilities, and Hospices.

Instructions

- Provide Architectural/Engineering Narrative using the format below.
- Provide Architect/Engineer Certification form:
 - [Architect's Letter of Certification for Proposed Construction or Renovation for Projects That Will Be Self-Certified. Self-Certification Is Not an Option for Projects over \\$15 Million, or Projects Requiring a Waiver](#) (PDF)
 - [Architect's Letter of Certification for Proposed Construction or Renovation Projects to Be Reviewed by DOH or DASNY](#) (PDF) (Not to Be Submitted with Self-Certification Projects)
 - [Architect's Letter of Certification for Completed Projects](#) (PDF)
 - [Architect's or Engineer's Letter of Certification for Inspecting Existing Buildings](#) (PDF)
- Provide FEMA BFE Certificate. Applies only to Hospitals and Nursing Homes.
 - [FEMA Elevation Certificate and Instructions.pdf](#)
- Provide Functional Space Program: A list that enumerates project spaces by floor indicating size by gross floor area and clear floor area for the patient and resident spaces.
- For projects with imaging services, provide Physicist's Letter of Certification and Physicist's Report including drawings, details and supporting information at the design development phase.
 - [Physicist's Letter of Certification](#) (PDF)
- Provide Architecture/Engineering Drawings in PDF format created from the original electronic files; scans from printed drawings will not be accepted. Drawing files less than 100 MB, and of the same trade, may be uploaded as one file.
 - [NYSDOH and DASNY Electronic Drawing Submission Guidance for CON Reviews](#)
 - [DSG-1.0 Schematic Design & Design Development Submission Requirements](#)
- Refer to the Required Attachment Table below for the Schematic Design Submission requirements for Contingent Approval and the Design Development Submission requirements for Contingency Satisfaction.
 - Attachments must be labeled accordingly when uploading in NYSE-CON.
 - Do not combine the Narrative, Architectural/Engineering Certification form and FEMA BFE Certificate into one document.
 - If submitted documents require revisions, provide an updated Schedule 6 with the revised information and date within the narrative.

Architecture/Engineering Narrative

Narrative shall include but not limited to the following information. Please address all items in the narrative including items located in the response column. Incomplete responses will not be accepted.

Project Description	
Schedule 6 submission date: 10/12/2023	Revised Schedule 6 submission date: NA Click to enter a date.
Does this project amend or supersede prior CON approvals or a pending application? No If so, what is the original CON number? Click here to enter text.	
Intent/Purpose: Relocate the existing 48 registrant Yonkers Adult Day Health Care Program currently located at 81 South Broadway, Yonkers, NY to the ground floor of the Palisade Gardens building, 185 Palisade Avenue, Yonkers. The existing lease is ending and renewal is not an option. Due to the size of the space available at the Palisade Gardens site, the ADCHP capacity will be reduced from 48 to 45 registrants.	

**New York State Department of Health
Certificate of Need Application**

Schedule 6

Site Location: 185 Palisade Avenue, Yonkers, NY 10703 (proposed relocation address)	
Brief description of current facility, including facility type: The proposed new location is a 4 story, Type II(222) building with partial basement. The gross building area is 27,292 SF excluding the basement or 6,823 SF/floor. The proposed ADHCP space on the ground floor is currently unoccupied. Portions of the second floor are used by the adjoining nursing home as staff residences. The proposed building is located on the site of the Regency Extended Care Center (315 bed RHCf) but is fully detached from the nursing home other than a basement level pedestrian tunnel. The floors of the building are accessed by (2) elevators and (2) enclosed exit stairs. Grade level entry (first floor) is from a south facing driveway and a parking lot to the west.	
Brief description of proposed facility: The existing building including the site, total building area, exterior façade, exiting pattern, elevator access will remain unchanged. The only change will be limited renovations to the ground floor as required to provide FGI and 10NYCRR code compliance for ADHCP facilities. The renovations for the ADHCP area will include cosmetic upgrades, expanding toilet rooms for ADA compliance, installation of new ACT and lighting, HVAC upgrades, sprinkler modifications, and the creation of a fire separated entry vestibule.	
Location of proposed project space(s) within the building. Note occupancy type for each occupied space. The proposed ADHCP will occupy the entire ground floor excepting only a fire separated common entry/elevator vestibule, the elevators, and exit stairs. The building will have a mixed occupancy with the ADHCP on the ground floor having a NFPA Classification of "daycare" while the remaining upper floors will continue to be classified as "existing residential/apartment building".	
Indicate if mixed occupancies, multiple occupancies and or separated occupancies. Describe the required smoke and fire separations between occupancies: NFPA, Section 6.1.14.4.1 requires a 2 hour occupancy separation. This will be provided both vertically and horizontally	
If this is an existing facility, is it currently a licensed Article 28 facility?	No
Is the project space being converted from a non-Article 28 space to an Article 28 space?	Not Applicable
Relationship of spaces conforming with Article 28 space and non-Article 28 space: NA	
List exceptions to the NYSDOH referenced standards. If requesting an exception, note each on the Architecture/Engineering Certification form under item #3. No exceptions proposed	
Does the project involve heating, ventilating, air conditioning, plumbing, electrical, water supply, and fire protection systems that involve modification or alteration of clinical space, services or equipment such as operating rooms, treatment, procedure rooms, and intensive care, cardiac care, other special care units (such as airborne infection isolation rooms and protective environment rooms), laboratories and special procedure rooms, patient or resident rooms and or other spaces used by residents of residential health care facilities on a daily basis? If so, please describe below. Click here to enter text.	No
Provide brief description of the existing building systems within the proposed space and overall building systems, including HVAC systems, electrical, plumbing, etc. The proposed ADHCP area is heated with electric baseboard and HW radiators. AC and ventilation are limited. The plumbing (domestic, sprinkler, and sewer) are all provided via City municipal systems. Electric is all piped and supplied by the regional service company.	
Describe scope of work involved in building system upgrades and or replacements, HVAC systems, electrical, Sprinkler, etc. Electric recessed ceiling cassette units will be added to provide cooling and air conditioning throughout the ADC. The ceiling grid will remain and be painted however lighting and ACT will be upgraded. Outlets and data connections will be added where necessary. The plumbing will be modified only where necessary to accommodate fixture relocations.	
Describe existing and or new work for fire detection, alarm, and communication systems:	

New York State Department of Health Certificate of Need Application

Schedule 6

The existing smoke and fire detectors will remain and/or added to or relocated where room configuration changes require it.	
If a hospital or nursing home located in a flood zone, provide a FEMA BFE Certificate from www.fema.gov , and describe the work to mitigate damage and maintain operations during a flood event. NA	
Does the project contain imaging equipment used for diagnostic or treatment purposes? If yes, describe the equipment to be provided and or replaced. Ensure physicist's letter of certification and report are submitted. No such equipment is involved in this project.	
Does the project comply with ADA? If no, list all areas of noncompliance. Yes, once renovated it will	
Other pertinent information: none	
Project Work Area	Response
Type of Work	Choose an item.
Square footages of existing areas, existing floor and or existing building.	6,823 SF (gross fl)
Square footages of the proposed work area or areas. Provide the aggregate sum of the work areas.	5,332 SF (work area)
Does the work area exceed more than 50% of the smoke compartment, floor or building?	Less than 50% of the building
Sprinkler protection per NFPA 101 Life Safety Code	Will be sprinklered as part of the work.
Construction Type per NFPA 101 Life Safety Code and NFPA 220	Type II (222)
Building Height	48' +/-
Building Number of Stories	4
Which edition of FGI is being used for this project?	2018 Edition of FGI
Is the proposed work area located in a basement or underground building?	Not Applicable
Is the proposed work area within a windowless space or building?	No
Is the building a high-rise?	No
If a high-rise, does the building have a generator?	Not Applicable
What is the Occupancy Classification per NFPA 101 Life Safety Code?	Daycare chapter 16
Are there other occupancy classifications that are adjacent to or within this facility? If yes, what are the occupancies and identify these on the plans. "existing residential/apartment	Yes
Will the project construction be phased? If yes, how many phases and what is the duration for each phase? Click here to enter text.	No
Does the project contain shell space? If yes, describe proposed shell space and identify Article 28 and non-Article 28 shell space on the plans. Click here to enter text.	No
Will spaces be temporarily relocated during the construction of this project? If yes, where will the temporary space be? Click here to enter text.	No
Does the temporary space meet the current DOH referenced standards? If no, describe in detail how the space does not comply. Click here to enter text.	Not Applicable
Is there a companion CON associated with the project or temporary space? If so, provide the associated CON number. Click here to enter text.	No
Will spaces be permanently relocated to allow the construction of this project? If yes, where will this space be? Click here to enter text.	No
Changes in bed capacity? If yes, enumerate the existing and proposed bed capacities. Click here to enter text.	Not Applicable
Changes in the number of occupants? If yes, what is the new number of occupants? Reduce ADHCP registrants from 48 to 45	Yes
Does the facility have an Essential Electrical System (EES)?	No

**New York State Department of Health
Certificate of Need Application**

Schedule 6

If yes, which EES Type? Click here to enter text.	
If an existing EES Type 1, does it meet NFPA 99 -2012 standards?	Not Applicable
Does the existing EES system have the capacity for the additional electrical loads? Click here to enter text.	Not Applicable
Does the project involve Operating Room alterations, renovations, or rehabilitation? If yes, provide brief description. Click here to enter text.	No
Does the project involve Bulk Oxygen Systems? If yes, provide brief description. Click here to enter text.	No
If existing, does the Bulk Oxygen System have the capacity for additional loads without bringing in additional supplemental systems?	Not Applicable
Does the project involve a pool?	No

**New York State Department of Health
Certificate of Need Application**

Schedule 6

REQUIRED ATTACHMENT TABLE			
SCHEMATIC DESIGN SUBMISSION for CONTINGENT APPROVAL	DESIGN DEVELOPMENT SUBMISSION (State Hospital Code Submission) for CONTINGENCY SATISFACTION	Title of Attachment	File Name in PDF format
•		Architectural/Engineering Narrative	A/E Narrative.PDF
•		Functional Space Program	FSP.PDF
•		Architect/Engineer Certification Form	A/E Cert Form. PDF
•		FEMA BFE Certificate	FEMA BFE Cert.PDF
•		Article 28 Space/Non-Article 28 Space Plans	CON100.PDF
•	•	Site Plans	SP100.PDF
•	•	Life Safety Plans including level of exit discharge, and NFPA 101-2012 Code Analysis	LSC100.PDF
•	•	Architectural Floor Plans, Roof Plans and Details. Illustrate FGI compliance on plans.	A100.PDF
•	•	Exterior Elevations and Building Sections	A200.PDF
•	•	Vertical Circulation	A300.PDF
•	•	Reflected Ceiling Plans	A400.PDF
optional	•	Wall Sections and Partition Types	A500.PDF
optional	•	Interior Elevations, Enlarged Plans and Details	A600.PDF
	•	Fire Protection	FP100.PDF
	•	Mechanical Systems	M100.PDF
	•	Electrical Systems	E100.PDF
	•	Plumbing Systems	P100.PDF
	•	Physicist's Letter of Certification and Report	X100.PDF

**New York State Department of Health
Certificate of Need Application**

**Schedule 6
Attachments**

Yonkers Gardens Center for Nursing and Rehabilitation

Architectural Information

- Architect's Certification
- FEMA/Flood Zone Documentation
- Functional Space Program
- Drawings



KATHY HOCHUL
Governor

Department of Health

JAMES V. McDONALD, M.D., M.P.H.
Acting Commissioner

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

SELF-CERTIFICATION FORM FOR ARCHITECTS AND ENGINEERS

Date: October 12, 2023
CON Number: T.B.D.
Facility Name: Yonkers Garden Adult Day Health Care Program
Facility ID Number: 1109
Facility Address: Proposed Relocation to 185 Palisade Avenue, Yonkers New York 10703

NYS Department of Health/Office of Health Systems Management
Center for Health Care Facility Planning, Licensure and Finance
Bureau of Architectural and Engineering Review
ESP, Corning Tower, 18th Floor
Albany, New York 12237
To The New York State Department of Health:

I hereby certify that:

1. I have been retained by the above-named facility, to provide services related to the design and preparation of construction documents and specifications for the aforementioned construction project, and, as applicable, to make periodic visits to the site during construction, and perform such other required services to familiarize myself with the general progress, quality and conformance of the work.
2. I have ascertained that, to the best of my knowledge, information and belief, the completed structure will be designed and constructed, in accordance with the programmatic requirements for the aforementioned and in accordance with any project definitions, modifications and or revisions approved or required by the New York State Department of Health.
3. The above-referenced construction project will be designed and constructed in compliance with all applicable local codes, statutes, and regulations, and the applicable provisions of the State Hospital Code -- 10 NYCRR Part 711 (General Standards for Construction) and Parts (check all that apply):
 - a. 712 (Standards of Construction for General Hospital Facilities)
 - b. 713 (Standards of Construction for Nursing Home Facilities)
 - c. 714 (Standards of Construction for Adult Day Health Care Program Facilities)
 - d. 715 (Standards of Construction for Freestanding Ambulatory Care Facilities)
 - e. 716 (Standards of Construction for Rehabilitation Facilities)
 - f. 717 (Standards of Construction for New Hospice Facilities and Units)
4. I understand that as the design of this project progresses, if a component of this project is inconsistent with the State Hospital Code (10 NYCRR Parts 711 or 714), I shall bring this to the attention of Bureau of Architecture and Engineering Review (BAER) of the New York State Department of Health prior to or upon submitting final drawings for compliance resolution.
5. I understand that upon completion of construction, the costs of any subsequent corrections necessary to address the preopening survey findings of deficiencies by the NYSDOH Regional Office, to achieve compliance with applicable requirements of 10 NYCRR Parts 711 and 714, when the prior work was not completed properly as certified herein, may not be considered allowable costs for reimbursement under 10 NYCRR Part 86.


6. I have reviewed and acknowledged the Supplemental Self-Certification Eligibility Checklist Page 4 of this document and evaluated and determined this project does meet the prerequisite requirements for Self-Certification. I understand and agree, if the project is deemed by NYSDOH not meeting the criteria allowable for self-certification, I will be required to be resubmit the project documents for an AER review.

This self-certification is being submitted to facilitate the Architectural CON process and is in lieu of a plan review. It is understood that an electronic copy of final Construction Documents on CD, meeting the requirements of DSG-05 must be submitted to PMU for all projects, including limited, administrative, full review, self-certification and reviews performed and completed by DASNY, prior to construction.

Project Name: **Yonkers Garden Adult Day Health Care Program**

Location: 185 Palisade Avenue, Yonkers, NY 10703

Description: Relocation of Existing Yonkers Garden Adult Day Health Care Program


Signature of NYS Licensed Architect/Engineer
David A. Schlosser, AIA

Name of Architect/Engineer (Print)
013298

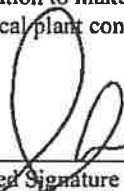
Professional New York State License Number
1111 James Street, Syracuse, New York 13203
Business Street Address, City, State, Zip Code



The undersigned applicant understands and agrees that, notwithstanding this architectural/engineering certification the Department of Health shall have continuing authority to (a) review the plans submitted herewith and/or inspect the work with regard thereto, and (b) withdraw its approval thereto. The applicant shall have a continuing obligation to make any changes required by the Division to comply with the above-mentioned codes and regulations, whether or not physical plant construction or alterations have been completed.

10/20/2023

Date


Authorized Signature for Applicant

Solomon Klein

Name (Print)

Title

Notary signing required for the applicant

STATE OF NEW YORK)

County of Kings) SS:

On the 20th day of Oct 2023, before me personally appeared Solomon Klein, to me known, who being by me duly sworn, did depose and say that he/she is the Principal Officer of the Yonkers Garden Adult Day Health Care, the facility described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the governing authority of said facility.

(Notary)





Project Eligibility Checklist for Architectural/Engineering Self-Certification			
	Does the project include any of the following?	YES	NO
		If Yes, project is not eligible for SelfCertification and is required to be submitted for an AER review.	
1.	Is a waiver or exceptions required?		X
2.	Will the project costs exceed \$15,000,000.00 (fifteen million dollars.)?		X
3.	Is Bulk Oxygen /Medical Gas Storage associated with this project? Examples of Bulk Oxygen /Medical Gas Storage projects include but not limited to the following:		X
	a. Hyperbaric Chambers		
	b. Bulk Systems include Nitrous Oxide System and Oxygen System: Definitions as defined below:		
	Bulk Nitrous Oxide System. An assembly of equipment as described in the definition of bulk oxygen system that has a storage capacity of more than 3200 lb (1452 kg) [approximately 28,000 ft ³ (793 m ³) (NTP)] of nitrous oxide. (PIP)ground		
	Bulk Oxygen System* An assembly of equipment such as oxygen storage containers, pressure regulators, pressure relief devices, vaporizers, manifolds, and interconnecting piping that has a storage capacity of more than 20,000 ft ³ (566 m ³) of oxygen (NTP) including unconnected reserves on hand at the site. The bulk oxygen system terminates at the point where oxygen at service pressure first enters the supply line. (PIP)		
4.	Will this project have Locked or Secured Units? Examples of Locked or Secured Units include but not limited to the following;		X
	a. Observation Units for behavioral health in ED's.		
	b. Behavioral health located within inpatient settings.		
	c. Nursing Homes or other facilities with Dementia Units that are locked.		
	d. Corrections and Detention Facilities located in Hospitals, Ambulatory Health Care Occupancies and Business Occupancies where healthcare is provided.		
5.	Will this project involve construction of new procedure rooms, new operating rooms, renovations and or alterations to existing procedure rooms and or operating rooms, including modifications made to existing support systems, including, but not limited to heating, cooling, plumbing, electrical systems, medical gas systems, fire detection and fire protection systems, located in hospitals and existing ambulatory surgery centers? Examples, include but not limited to the following.		X
	a. Endoscopy Procedure Rooms		
	b. Procedure Rooms		
	c. Operating Rooms		
	d. Interventional Imaging i. Located in procedure rooms ii. Located in operating rooms		
6.	Is this a project requiring construction that is required to comply with New Ambulatory Health Care Occupancies as indicated in Chapter 20 of NFPA 101, 2012 edition requirements? Examples, include but not limited to the following:		X
	a. New Ambulatory Surgery Center		X
	b. Endoscopy Centers and or Other Procedure Rooms		X
	c. Free Standing Emergency Departments providing Definitive Care.		X
7.	Is this project intended to provide Ventilator units for patients located in nursing homes?		X
8.	Does this project involve Airborne infection isolation (AII) room?		X
9.	Does this project involve Protective environment (PE) room?		X

Schedule LRA 4/Schedule 7 CON Forms Regarding Environmental issues

Contents:

Schedule LRA 4/Schedule 7 - Environmental Assessment

Environmental Assessment			
Part I.	The following questions help determine whether the project is "significant" from an environmental standpoint.	Yes	No
1.1	If this application involves establishment, will it involve more than a change of name or ownership only, or a transfer of stock or partnership or membership interests only, or the conversion of existing beds to the same or lesser number of a different level of care beds? NOT APPLICABLE	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Does this plan involve construction and change land use or density?	<input type="checkbox"/>	X
1.3	Does this plan involve construction and have a permanent effect on the environment if temporary land use is involved?	<input type="checkbox"/>	X
1.4	Does this plan involve construction and require work related to the disposition of asbestos?	<input type="checkbox"/>	X
Part II.	If any question in Part I is answered "yes" the project may be significant, and Part II must be completed. If all questions in Part II are answered "no" it is likely that the project is not significant	Yes	No
2.1	Does the project involve physical alteration of ten acres or more?	<input type="checkbox"/>	X
2.2	If an expansion of an existing facility, is the area physically altered by the facility expanding by more than 50% and is the total existing and proposed altered area ten acres or more?	<input type="checkbox"/>	N/A
2.3	Will the project involve use of ground or surface water or discharge of wastewater to ground or surface water in excess of 2,000,000 gallons per day?	<input type="checkbox"/>	X
2.4	If an expansion of an existing facility, will use of ground or surface water or discharge of wastewater by the facility increase by more than 50% and exceed 2,000,000 gallons per day?	<input type="checkbox"/>	N/A
2.5	Will the project involve parking for 1,000 vehicles or more?	<input type="checkbox"/>	X
2.6	If an expansion of an existing facility, will the project involve a 50% or greater increase in parking spaces and will total parking exceed 1000 vehicles?	<input type="checkbox"/>	N/A
2.7	In a city, town, or village of 150,000 population or fewer, will the project entail more than 100,000 square feet of gross floor area?	<input type="checkbox"/>	X
2.8	If an expansion of an existing facility in a city, town, or village of 150,000 population or fewer, will the project expand existing floor space by more than 50% so that gross floor area exceeds 100,000 square feet?	<input type="checkbox"/>	N/A
2.9	In a city, town or village of more than 150,000 population, will the project entail more than 240,000 square feet of gross floor area?	<input type="checkbox"/>	N/A
2.10	If an expansion of an existing facility in a city, town, or village of more than 150,000 population, will the project expand existing floor space by more than 50% so that gross floor area exceeds 240,000 square feet?	<input type="checkbox"/>	N/A
2.11	In a locality without any zoning regulation about height, will the project contain any structure exceeding 100 feet above the original ground area?	<input type="checkbox"/>	N/A
2.12	Is the project wholly or partially within an agricultural district certified pursuant to Agriculture and Markets Law Article 25, Section 303?	<input type="checkbox"/>	X
2.13	Will the project significantly affect drainage flow on adjacent sites?	<input type="checkbox"/>	X

2.14	Will the project affect any threatened or endangered plants or animal species?	<input type="checkbox"/>	X
2.15	Will the project result in a major adverse effect on air quality?	<input type="checkbox"/>	X
2.16	Will the project have a major effect on visual character of the community or scenic views or vistas known to be important to the community?	<input type="checkbox"/>	X
2.17	Will the project result in major traffic problems or have a major effect on existing transportation systems?	<input type="checkbox"/>	X
2.18	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	<input type="checkbox"/>	X
2.19	Will the project have any adverse impact on health or safety?	<input type="checkbox"/>	X
2.20	Will the project affect the existing community by directly causing a growth in permanent population of more than five percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	<input type="checkbox"/>	X
2.21	Is the project wholly or partially within, or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure, or site, or prehistoric site, that has been proposed by the Committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register?	<input type="checkbox"/>	X
2.22	Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the Commissioner of Parks, Recreation, and Historic Preservation?	<input type="checkbox"/>	X
2.23	Is this project within the Coastal Zone as defined in Executive Law, Article 42? If Yes, please complete Part IV.	<input type="checkbox"/>	X
Part III.		Yes	No
3.1	Are there any other state or local agencies involved in approval of the project? If so, fill in Contact Information to Question 3.1 below.	X	<input type="checkbox"/>
	Agency Name:	City of Yonkers	
	Contact Name:	Department of Housing and Buildings	
	Address:	87 Nepperhan Avenue, Yonkers	
	State and Zip Code:	New York 10701	
	E-Mail Address:		
	Phone Number:	914-377-6500	
	Agency Name:		
	Contact Name:		
	Address:		
	State and Zip Code:		
	E-Mail Address:		
	Phone Number:		
	Agency Name:		
	Contact Name:		

	Address:					
	State and Zip Code:					
	E-Mail Address:					
	Phone Number:					
	Agency Name:					
	Contact Name:					
	Address:					
	State and Zip Code:					
	E-Mail Address:					
Phone Number:						
3.2	Has any other agency made an environmental review of this project? If so, give name, and submit the SEQRA Summary of Findings with the application in the space provided below.			Yes	No	
				<input type="checkbox"/>	X	
	Agency Name:					
	Contact Name:					
	Address:					
	State and Zip Code:					
E-Mail Address:						
Phone Number:						
3.3	Is there a public controversy concerning environmental aspects of this project? If yes, briefly describe the controversy in the space below.			Yes	No	
				<input type="checkbox"/>	X	
Part IV. Storm and Flood Mitigation						
Definitions of FEMA Flood Zone Designations						
Flood zones are geographic areas that the FEMA has defined according to varying levels of flood risk. These zones are depicted on a community's Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map. Each zone reflects the severity or type of flooding in the area.						
Please use the FEMA Flood Designations scale below as a guide to answering all Part IV questions regardless of project location, flood and or evacuation zone.				Yes	No	
4.1	Is the proposed site located in a flood plain? If Yes, indicate classification below and provide the Elevation Certificate (FEMA Flood Insurance).			X	<input type="checkbox"/>	
	Moderate to Low Risk Area			Yes	No	
	Zone	Description		X	<input type="checkbox"/>	
		In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:				
	B and X	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.		X		

C and X	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	<input type="checkbox"/>	
High Risk Areas		Yes	No
Zone	Description	<input type="checkbox"/>	<input checked="" type="checkbox"/>
In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all these zones:			
A	Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.	<input type="checkbox"/>	
AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30.	<input type="checkbox"/>	
A1-30	These are known as numbered A Zones (e.g., A7 or A14). This is the base floodplain where the FIRM shows a BFE (old format).	<input type="checkbox"/>	
AH	Areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.	<input type="checkbox"/>	
AO	River or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.	<input type="checkbox"/>	
AR	Areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or a dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.	<input type="checkbox"/>	
A99	Areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.	<input type="checkbox"/>	
High Risk Coastal Area		Yes	No
Zone	Description		
In communities that participate in the NFIP, mandatory flood insurance purchase requirements apply to all these zones:			
Zone V	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
VE, V1 - 30	Coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.	<input type="checkbox"/>	
Undetermined Risk Area		Yes	No
Zone	Description	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	D	Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.		
4.2	Are you in a designated evacuation zone?		<input type="checkbox"/>	X
	If Yes, the Elevation Certificate (FEMA Flood Insurance) shall be submitted with the application.			
	If yes which zone is the site located in?			
4.3	Does this project reflect the post Hurricane Lee, and or Irene, and Superstorm Sandy mitigation standards?		<input type="checkbox"/>	X
	If Yes, which floodplain?	100 Year	<input type="checkbox"/>	
		500 Year	<input type="checkbox"/>	

The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

FEMA Elevation_Certificate and Instructions

PLEASE REFER TO THE SCHEDULE 6 ATTACHMENT

**New York State Department of Health
 Certificate of Need Application
 Schedule 8A Summarized Project Cost and Construction Dates**

This schedule is required for all Full or Administrative review applications except Establishment-Only

1.) Project Cost Summary data:

	Total	Source
Project Description:		
Project Cost	\$393,693	Schedule 8b, column C, line 8
Total Basic Cost of Construction	\$393,693	Schedule 8B, column C, line 6
Total Cost of Moveable Equipment	\$0	Schedule 8B, column C, line 5.1
Cost/Per Square Foot for New Construction	N/A	Schedule 10
Cost/Per Square Foot for Renovation Construction	\$53.50	Schedule 10
Total Operating Cost	\$1,599,402	Schedule 13C, column B
Amount Financed (as \$)	\$0	Schedule 9
Percentage Financed as % of Total Cost	N/A	Schedule 9
Depreciation Life (in years)	25 years: Renovation	Schedule 13 Attachment

2) Construction Dates

Anticipated Start Date	1/1/2024 (on or before)	Schedule 8B
Anticipated Completion Date	5/1/2024 (on or before)	

**New York State Department of Health
 Certificate of Need Application
 Schedule 8B - Total Project Cost - For Projects without Subprojects.**

This schedule is required for all Full or Administrative review applications except Establishment-Only applications

Constants	Value	Comments
Design Contingency - New Construction	NA	Normally 10%
Construction Contingency - New Construction	NA	Normally 5%
Design Contingency - Renovation Work	10.00%	Normally 10%
Construction Contingency - Renovation Work	10.00%	Normally 10%
Anticipated Construction Start Date:	1/1/2024 (on or before)	as mm/dd/yyyy
Anticipated Midpoint of Construction Date	3/1/2024 (on or before)	as mm/dd/yyyy
Anticipated Completion of Construction Date	5/1/2024 (on or before)	as mm/dd/yyyy
Year used to compute Current Dollars:	2024	

Subject of attachment	Attachment Number	Filename of attachment - PDF
For new construction and addition, at the schematic stage the design contingency will normally be 10% and the construction contingency will be 5%. If your percentages are otherwise, please explain in an attachment.	N/A	N/A
For renovation, the design contingency will normally be 10% and the construction contingency will be 10%. If your percentages are otherwise, please explain in an attachment.	N/A	N/A

	A	B	C
Item	Project Cost in Current Dollars	Escalation amount to Mid-point of Construction	Estimated Project Costs
Source:	Schedule 10 Col. H	Computed by applicant	(A + B)
1.1 Land Acquisition	\$0		\$0
1.2 Building Acquisition	\$0		\$0
2.1 New Construction	\$0	\$0	\$0
2.2 Renovation & Demolition	\$285,262	\$0	\$285,262
2.3 Site Development	\$0	\$0	\$0
2.4 Temporary Utilities	\$0	\$0	\$0
2.5 Asbestos Abatement or Removal	\$0	\$0	\$0
3.1 Design Contingency	\$28,526	\$0	\$28,526
3.2 Construction Contingency	\$28,526	\$0	\$28,526
4.1 Fixed Equipment (NIC)	\$0	\$0	\$0
4.2 Planning Consultant Fees	\$0	\$0	\$0
4.3 Architect/Engineering Fees	\$24,247	\$0	\$24,247
4.4 Construction Manager Fees	\$7,132	\$0	\$7,132
4.5 Other Fees (Consultant, etc.)	\$20,000	\$0	\$20,000
Subtotal (Total 1.1 thru 4.5)	\$393,693	\$0	\$393,693
5.1 Movable Equipment (from Sched 11)	\$0	\$0	\$0
5.2 Telecommunications	\$0	\$0	\$0
6. Total Basic Cost of Construction (total 1.1 thru 5.2)	\$393,693	\$0	\$393,693
7.1 Financing Costs (Points etc.)	\$0		\$0
7.2 Interim Interest Expense: \$ <input type="text" value="0"/> At <input type="text" value="0"/> % for <input type="text" value="\$0"/> months	\$0		\$0
8. Total Project Cost: w/o CON fees - Total 6 thru 7.2	\$393,693	\$0	\$393,693
Application fees:			
9.1 Application Fee. Articles 28, 36 and 40. See Web Site.	\$2,000		\$2,000
9.2 Additional Fee for projects with capital costs. Not applicable to "Establishment Only" projects. See Web Site for applicable fees. (Line 8, multiplied by the appropriate percentage.) Enter Multiplier i.e.: .25% = .0025 --> <input type="text" value="0.003"/>	\$1,181	\$0	\$1,181
10 Total Project Cost with fees	\$396,874	\$0	\$396,874

Schedule 9 Proposed Plan for Project Financing:

I. Summary of Proposed Financial plan

Check all that apply and fill in corresponding amounts.

	Type	Amount
<input type="checkbox"/>	A. Lease	
<input checked="" type="checkbox"/>	B. Cash	\$396,874
<input type="checkbox"/>	C. Mortgage, Notes, or Bonds	
<input type="checkbox"/>	D. Land	
<input type="checkbox"/>	E. Other	
<input checked="" type="checkbox"/>	F. Total Project Financing (Sum A to E) (equals line 10, Column C of Sch. 8b)	\$396,874

If refinancing is used, please complete area below. **NOT APPLICABLE**

<input type="checkbox"/>	Refinancing	
<input type="checkbox"/>	Total Mortgage/Notes/Bonds (Sum E + Refinancing)	

II. Details

A. Leases

	N/A	Title of Attachment
1. List each lease with corresponding cost as if purchased each leased item. Breakdown each lease by total project cost and subproject costs, if applicable.	<input checked="" type="checkbox"/>	N/A
2. Attach a copy of the proposed lease(s).	<input type="checkbox"/>	Schedule 9 Attachment
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant.	<input type="checkbox"/>	Schedule 9 Attachment
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment.	<input checked="" type="checkbox"/>	N/A
5. If applicable, identify separately the total square footage to be occupied by the Article 28 facility and the total square footage of the building.	<input type="checkbox"/>	<u>Article 28 Space:</u> 6,823 SF (rentable) 5,332 SF (renovated)
6. Attach two letters from independent realtors verifying square footage rate.	<input type="checkbox"/>	Schedule 9 Attachment
7. For all capital leases as defined by FASB Statement No. 13, "Accounting for Leases", provide the net present value of the monthly, quarterly or annual lease payments.	<input checked="" type="checkbox"/>	N/A

**New York State Department of Health
Certificate of Need Application**

Schedule 9

B. Cash

Type	Amount
Accumulated Funds	\$396,874
Sale of Existing Assets	
Gifts (fundraising program)	
Government Grants	
Other	
TOTAL CASH	\$396,874

	N/A	Title of Attachment
1. Provide a breakdown of the sources of cash. See sample table above.	<input type="checkbox"/>	See Table Above
2. Attach a copy of the latest certified financial statement and current internal financial reports to cover the balance of time to date. If applicable, address the reason(s) for any operational losses, negative working capital and/or negative equity or net asset position and explain in detail the steps implemented to improve operations. In establishment applications for Residential Health Care Facilities , attach a copy of the latest certified financial statement and current internal financial reports to cover the balance of time to date for the subject facility and all affiliated Residential Health Care Facilities . If applicable, address the reason(s) for any operational losses, negative working capital and/or negative equity or net asset position and explain in detail the steps implemented (or to be implemented in the case of the subject facility) to improve operations.	<input type="checkbox"/>	Schedule 9 Attachment
3. If amounts are listed in "Accumulated Funds" provide cross-reference to certified financial statement or Schedule 2b, if applicable.	<input type="checkbox"/>	Schedule 9 Attachment
4. Attach a full and complete description of the assets to be sold, if applicable.	<input checked="" type="checkbox"/>	N/A
5. If amounts are listed in "Gifts (fundraising program)": <ul style="list-style-type: none"> • Provide a breakdown of total amount expected, amount already raised, and any terms and conditions affixed to pledges. • If a professional fundraiser has been engaged, submit fundraiser's contract and fundraising plan. • Provide a history of recent fund drives, including amount pledged and amount collected 	<input checked="" type="checkbox"/>	N/A

**New York State Department of Health
Certificate of Need Application**

Schedule 9

	N/A	Title of Attachment
6. If amounts are listed in "Government Grants": <ul style="list-style-type: none"> List the grant programs which are to provide the funds with corresponding amounts. Include the date the application was submitted. Provide documentation of eligibility for the funds. Attach the name and telephone number of the contact person at the awarding Agency(ies). 	<input checked="" type="checkbox"/>	N/A
7. If amounts are listed in "Other" attach a description of the source of financial support and documentation of its availability.	<input checked="" type="checkbox"/>	N/A
8. Current Department policy expects a minimum equity contribution of 10% of total project cost (Schedule 8b line 10) for all Article 28 facilities with the exception of Residential Health Care Facilities that require 25% of total project cost (Schedule 8b, line 10). Public facilities require 0% equity.	<input type="checkbox"/>	100% Equity
9. Provide an equity analysis for member equity to be provided. Indicate if a member is providing a disproportionate share of equity. If disproportioned equity shares are provided by any member, check this box <input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A

C. Mortgage, Notes, or Bonds

NOT APPLICABLE

	Total Project	Units
Interest		%
Term		Years
Payout Period		Years
Principal		\$

	N/A	Title of Attachment
1. Attach a copy of a letter of interest from the intended source of permanent financing that indicates principal, interest, term, and payout period.	<input type="checkbox"/>	
2. If New York State Dormitory Authority (DASNY) financing, then attach a copy of a letter from a mortgage banker.	<input type="checkbox"/>	
3. Provide details of any DASNY bridge financing to HUD loan.	<input type="checkbox"/>	
4. If the financing of this project becomes part of a larger overall financing, then a new business plan inclusive of a feasibility package for the overall financing will be required for DOH review prior to proceeding with the combined financing.	<input type="checkbox"/>	

D. Land

NOT APPLICABLE

Provide details for the land including but not limited to; appraised value, historical cost, and purchase price. See sample table below.

	Total Project
Appraised Value	\$
Historical Cost	\$
Purchase Price	\$
Other	

	N/A	Title of Attachment
1. If amounts are listed in "Other", attach documentation and a description as applicable.	<input type="checkbox"/>	
2. Attach a copy of the Appraisal. Supply the appraised date and the name of the appraiser.	<input type="checkbox"/>	
3. Submit a copy of the proposed purchase/option agreement.	<input type="checkbox"/>	
4. Provide an affidavit indicating any and all relationships between seller and the proposed operator/owner.	<input type="checkbox"/>	

E. Other

NOT APPLICABLE

Provide listing and breakdown of other financing mechanisms.

	Total Project
Notes	
Stock	
Other	

	N/A	Title of Attachment
Attach documentation and a description of the method of financing	<input type="checkbox"/>	

F. Refinancing

NOT APPLICABLE

	N/A	Title of Attachment
1. Provide a breakdown of the terms of the refinancing, including principal, interest rate, and term remaining.	<input type="checkbox"/>	
2. Attach a description of the mortgage to be refinanced. Provide full details of the existing debt and refinancing plan inclusive of original and current amount, term, assumption date, and refinancing fees. The term of the debt to be refunded may not exceed the remaining average useful life of originally financed assets. If existing mortgage debt will not be refinanced, provide documentation of consent from existing lien holders of the proposed financing plan.	<input type="checkbox"/>	

**New York State Department of Health
Certificate of Need Application**

**Schedule 9
Attachments**

Yonkers Gardens Center for Nursing and Rehabilitation

1. Financial Narrative
2. Landlord/Tenant Affidavit
3. Rent Reasonableness Letters
4. Lease Agreements
5. Financial Statements

FINANCIAL NARRATIVE

Yonkers Gardens LLC¹², dba Yonkers Gardens Center for Nursing and Rehabilitation (Yonkers) is an existing, 200-bed Residential Health Care Facility (RHCF), which also has an offsite 48-slot Adult Day Health Care Program (Yonkers ADHCP). Yonkers and Yonkers ADHCP are located on the campus of St. Joseph's Medical Center at 115 South Broadway, Yonkers (Westchester County), New York 10701 and 81 South Broadway, Yonkers (Westchester County), New York 10701 (less than 1,000 feet or one (1) minute away from Yonkers RHCF), respectively.

Yonkers is submitting this Administrative Review Certificate of Need (C.O.N.) Application seeking approval to relocate its existing ADHCP to a different offsite location due to the expiration of the existing lease agreement and the landlord's intention to repossess the existing Yonkers ADHCP site. The Yonkers ADHCP serves 100% Medicaid recipients of which 96% are minorities and 73% are females. The existing lease expired on October 2, 2023; therefore, Yonkers ADHCP no longer has site control and could be evicted at any time. Yonkers understands that the landlord could file a court motion at any time to vacate the space, hence making this Application important to ensure that the ADHCP does not shut down. Yonkers believes that if this Application is approved, the landlord will permit the Yonkers ADHCP to remain in operation at its current site until the new site is ready to be used. Renovations will take approximately four (4) months to complete at the new site. Due to the possibility that this ADHCP could abruptly close and the impact that would have on Medicaid lives, Yonkers submitted a request for temporary emergency approval (prior to C.O.N. Application approval) to Mr. Mark Furnish on December 11, 2023 to complete renovations in the building that will be the new site for Yonkers' existing offsite Adult Day Health Care Program (ADHCP). The applicant feels that this will enable the Department to conduct its review of this Application parallel to the renovations at the new site. The applicant is requesting an expedited review of this Application

¹ Please note, in Project No. 232140-E, the applicant is seeking approval to establish Yonkers SNF Operations LLC as the new operator of Yonkers Gardens Center for Rehabilitation and Nursing, currently operated by Yonkers Gardens LLC.

² This is a 100% Medicaid ADHCP.

by the Department. If this project cannot be implemented in a timely manner, the Yonkers ADHCP is at risk of closing permanently due to the landlord repossess issue.

Yonkers has identified a suitable space to relocate the Yonkers ADHCP to the ground floor of a building on the campus that both the Palisade Gardens Adult Home (Operating Certificate Number: 800-F-971) and the Regency Extended Care Center (Operating Certificate Number: 5907315N; PFI No. 1103) are currently operating. The new location for the Yonkers ADHCP will be 185 Palisade Avenue, Yonkers (Westchester County), New York 10703, which is approximately one (1) mile or seven (7) minutes' travel time from the Yonkers ADHCP's current location.

Due to the size of the space available at the Palisade Gardens site, the Yonkers ADHCP capacity will be reduced from 48 slots to 45 slots. Prior to the COVID-19 Public Health Emergency (PHE), the average daily census of the Yonkers ADHCP was 40-42 registrants per day, or approximately greater than 85% occupancy. The program was closed due to the COVID-19 PHE from March 7, 2020 through July 7, 2021. Since that time, the average occupancy of the ADHCP has steadily increased from approximately 30% occupancy in 2021 to 49% occupancy in 2022 to approximately 54% occupancy in 2023. The applicant expects this trend to continue at the new site as the community continues to become more comfortable with accessing the services of the program. As depicted on Schedule 13D, Yonkers ADHCP is conservatively forecasting 6,518 visits in Year 1 of this project (approximately 56% occupancy) and 7,187 visits in Year 3 of this project (approximately 61% occupancy).

Expenses were determined based on the experience of the applicant in providing the services proposed in this Application. There are no changes to staffing as a direct result for this project. The applicant is anticipating a reduction in non-salary operating expenses as a result of becoming more efficient and by value-engineering certain vendor relationships that will reduce overhead expenses, which will result in the ADHCP becoming leaner and more efficient. As the ADHCP continues to

rebound from the low Post-COVID-19 PHE occupancy levels and due to the combination of the reduction in expenses noted earlier and the increase in occupancy/revenue, the applicant is forecasting that the ADHCP will operate at a net gain by Year 3 of this project and expects that trend to continue well into the future.

AFFIDAVIT

STATE OF NEW YORK)
COUNTY OF Kings)

SS:

Solomon Klein, affirm and declare:

1. I am the Principal Member of Yonkers Gardens LLC, which is submitting a Certificate of Need Application to relocate an existing ADHCP to be located at 185 Palisade Avenue, Yonkers, NY 10703.
2. The Lease for this Site will be between Hudson View Care Center Inc as Lessor, and Yonkers Gardens LLC, as Lessee.
3. I certify the following statement, which is made to the best of my knowledge: the Lessee and the Lessor are related; therefore, the Lease will not be an arm's-length agreement.


NAME

Sworn to before me this 26th day
of October, 2023


NOTARY PUBLIC

Miriam S Buxbaum
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BU6440153
Qualified in Kings County
Commission Expires 09/06/2026



Date: October 26th, 2023

Dear New York Department of Health,

This will confirm that an annual rent of approximately \$45.00 to \$55.00 per square foot for space at 185 Palisades Ave., Yonkers, New York 10701 is fair and reasonable for space of this type in this neighborhood, based upon my experience.

I am a Licensed Real Estate Broker in the State of New York. I specialize in healthcare real estate and am familiar with market conditions.

Please feel free to contact me if you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Sim Goldberg". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Sim Goldberg



Date: October 30th, 2023

Dear New York Department of Health,

This will confirm that an annual rent of approximately \$45.00 to \$55.00 per square foot for space at 185 Palisades Ave., Yonkers, New York 10701 is fair and reasonable for space of this type in this neighborhood, based upon my experience.

I am a Licensed Real Estate Broker in the State of New York. I specialize in healthcare real estate and am familiar with market conditions.

Please feel free to contact me if you require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Avi Begun". The signature is fluid and cursive, with a long horizontal stroke at the end.

Avi Begun

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") made as of October 23, 2023, by and between Hudson View Care Center Inc., a New York corporation ("Landlord"), and Yonkers Gardens LLC, a New York limited liability company ("Tenant").

RECITALS:

WHEREAS, Landlord holds a leasehold interest in the real property, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), upon which is built, among other things, a 4-story brick building identified as 185 Palisade Ave, Yonkers, NY 10703 (the "Building"), pursuant to that certain Lease Agreement dated July 13, 2022 by and between Landlord (as tenant) and Regency SNF Realty LLC ("Owner") (as landlord) (the "Prime Lease");

WHEREAS, Tenant desires to sublease a portion of the Building for the operation of a duly licensed adult day care facility (the "Facility");

WHEREAS, Landlord desires to sublease the Leased Premises (as hereinafter defined) to Tenant upon the terms, conditions and covenants herein contained, and Tenant desires to sublease the Leased Premises from Landlord upon the terms, conditions and covenants herein contained; and

NOW, THEREFORE, in consideration of the mutual covenants, agreement, promises, representations and warranties set forth herein and for such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I INCORPORATION OF RECITALS

1.1 Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Lease as if fully set forth herein. Landlord and Tenant are hereinafter collectively referred to as "Parties."

ARTICLE II LEASED PREMISES

2.1 Leased Premises. Landlord hereby subleases to Tenant, and Tenant subleases from Landlord, on the terms and conditions set forth in this Lease, the following assets:

(A) (i) The first floor of the Building, and (ii) the following areas located on the second floor of the Building: (a) staff break and toilet room, (b) two offices totaling approximately 360 square feet (12'x15' each), and (c) shared use of the central corridor and access to both exit stairs and elevators; including all structures, improvements, appurtenances, easements and fixtures, including fixed machinery and fixed equipment situated thereon or forming a part thereof.

(B) All machinery, trade equipment, trade fixtures, furniture, furnishings, computers, software, accessories and supplies of all kinds used in connection with the Facility and owned by Landlord.

(C) To the extent that the same are transferable, or that the interest therein may be assigned to and/or assumed by a third party, all other licenses, permits, certificates and franchises owned by Landlord necessary to operate the Facility.

(All of the items listed in Sections 2.1(A) through 2.1(C) herein are hereinafter collectively referred to as the "Leased Premises.")

2.2 Non-Assumption of Liabilities. Except as otherwise set forth on Schedule 2.2(a), Tenant shall assume no liabilities of Landlord whatsoever, and the Leased Premises shall be subject to no encumbrances, conditions, restrictions, easements, charges, adverse claims, obligations or liabilities whatsoever except as set forth on Schedule 2.2(b) attached hereto and made a part hereof (the "Permitted Encumbrances").

2.3 Prime Lease. This Lease is subject to all of the terms and conditions of the Prime Lease except as herein specifically provided to the contrary or to the extent the terms and conditions of this Lease are inconsistent with the Prime Lease. Except as provided herein, Tenant shall assume and perform all of the obligations of "Tenant" under the Prime Lease as they apply to the Leased Premises subleased pursuant to this Lease and Tenant shall have the same rights, duties, obligations and benefits as if Tenant were the "Tenant" under the Prime Lease, to the extent said terms and conditions are applicable to the Leased Premises and are not inconsistent with the terms and conditions hereof. Tenant shall not commit or permit to be committed on the Leased Premises any act or omission which would violate any term or condition of the Prime Lease. In the event of the termination of Landlord's interest as "Tenant" under the Prime Lease for any reason and Landlord's rights under the Prime Lease, either in relation to the Leased Premises or in relation to the entire Prime Lease, then this Lease shall terminate concurrently therewith without any liability of Landlord or Tenant.

ARTICLE III TERM, RENT AND HUD RESERVE

3.1 Term of Lease.

(A) Initial Term. The term of this Lease shall be for a period of ten (10) years commencing on the later to occur of (i) 12:00:00 a.m. on December 1, 2023 or (ii) the day on which the Tenant receives approval from DOH to operate the Facility as an adult day care facility (the "Commencement Date"), and ending at 11:59:59 p.m. on the day that immediately precedes the ten year anniversary of the Commencement Date (the "Initial Term").

(B) Renewal Term. Tenant shall have the option to renew this Lease, under the terms and conditions set forth herein for three (3) renewal term(s) of ten (10) years (each a "Renewal Term") (the "Initial Term" and the "Renewal Terms" are hereinafter collectively referred to as the "Term"). Tenant shall provide notice of its intent to renew or not renew

this Lease no earlier than one hundred and eighty days (180) days and no later than one hundred and twenty (120) days prior to the expiration of the then-current term.

3.2 Rent.

(A) Amount. Tenant shall pay Landlord as base rent (the "Base Rent") for the Initial Term, without deduction or setoff and without demand, the annual amount equal to \$240,000.00, in twelve equal monthly installments of \$20,000.00).

Commencing on the first anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter during the Initial Term, the Base Rent shall increase by one and one-half percent (1.50%) over the prior year's Base Rent. Upon the exercise of any Renewal Term in accordance with Section 3.1(B), the Base Rent shall be set at the fair rental value at the time of such Renewal Term as agreed to by Landlord and Tenant.

(B) Terms of Payment. Base Rent shall be considered payable in equal monthly installments during each calendar year on the first (1st) day of each calendar month. Rent for any period which is less than a calendar month, whether after the Commencement Date or after the termination of the Term, shall be prorated on a daily basis.

(C) Net Lease Provisions. Landlord and Tenant intend that the Base Rent herein specified shall be net to Landlord in each lease year during the Term, and that all costs, expenses and obligations of every kind relating to the Leased Premises (except Landlord's income taxes and except as otherwise specifically provided in this Lease) which may arise or become due during the Term shall be timely paid by Tenant and that Landlord shall be indemnified by Tenant against such costs, expenses and obligations.

(D) Reserves. Base Rent shall be adjusted to include Tenant's proportionate share, as reasonably determined by Landlord (the "Tenant's Proportionate Share"), of 110% of any additional amounts or reserves required by Landlord's lender for real estate taxes, insurance, repairs, replacements or capital expenses.

ARTICLE IV UTILITIES AND TAXES

4.1 Utilities. Tenant shall pay or cause to be paid all charges for electricity, telephone, cable, gas, oil, water, sewer and all other such services or utilities used on or related to the Leased Premises during the Term. Tenant covenants to utilize its commercial best efforts to place all utilities in Tenant's name as of the Commencement Date. In the event Landlord is billed directly by any utility company for any utilities or services supplied to Tenant during the Term, Landlord shall send Tenant the bill without any mark-up or surcharge of any kind whatsoever and Tenant shall promptly pay the same.

4.2 Taxes. Tenant shall be solely responsible for the payment at least five (5) days prior to delinquency of all general and special real estate taxes and assessments, including, without limitation, franchise fees (aka "bed taxes"), attributable to the Leased Premises from the Commencement Date through the Initial Term and any Renewal Term. Tenant shall be responsible

for the payment of Tenant's Proportionate Share of any general and special real estate taxes ("Real Estate Taxes") that become due and payable during the Term, prorated for any period relating prior to the Term, as follows: Upon Landlord's request, Tenant shall escrow with Landlord or its lender three (3) months of Real Estate Taxes based upon the last available tax duplicate (the "Tax Escrow"). Further, upon Landlord's request, Tenant shall pay to Landlord with monthly Base Rent 1/12 of Landlord's estimate of the Real Estate Taxes due during the current lease year ("Monthly Tax Payments"), which Landlord shall use to pay Real Estate Taxes. To the extent that Real Estate Taxes are due and Tenant has not provided Landlord with sufficient Monthly Tax Payments to pay for such Real Estate Taxes (such deficiency being referred to herein as a "Tax Deficiency"), Landlord may use the funds from the Tax Escrow to pay for such Tax Deficiency, upon which Tenant shall immediately provide additional funds in the amount of the Tax Deficiency to Landlord to replenish the Tax Escrow. Landlord may from time to time reasonably increase the amount of the Tax Escrow and its estimate of Real Estate Taxes based upon increases in the tax bill or as Landlord's mortgage lender may require. If any governmental taxing authority acting under any present or future, ordinance or regulation, shall levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon Tenant for rental payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, then Tenant shall be responsible for and shall pay such tax, excise and/or assessment or shall reimburse Landlord for the cost and expense thereof, as the case may be.

ARTICLE V MAINTENANCE AND REPAIR; IMPROVEMENTS

5.1 Maintenance and Repair. Tenant, at Tenant's sole cost and expense, shall keep the Leased Premises, including all buildings, fixtures, trade equipment, trade fixtures, furniture and other personal property leased to Tenant pursuant to this Lease, including, without limitation, roof, foundation, all outer walls, plumbing, sprinklers, electrical, heating, ventilation, utility service, air conditioning and all other systems of the Leased Premises, in good condition and repair. Landlord shall not be responsible to make any repairs, maintenance or replacements whether occasioned by the act or negligence of Tenant and/or its agents, employees, invitees or licensees or otherwise, and Tenant shall pay for all improvements, repairs, replacements, maintenance and expenditures relating to the Leased Premises. The Leased Premises and its appurtenances shall at all times be kept in good order, condition, replacement and repair by Tenant, at Tenant's sole cost and expense, except for ordinary wear and tear (provided, however that, without limiting the generality of this Section 5.1, Tenant shall be obligated to replace any non-structural portion of the Leased Premises upon any obsolescence thereof or if proper repair is impractical). All replacements made by Tenant hereunder shall be made in a good and workmanlike manner using the same or similar quality of materials as being replaced.

5.2 Improvements, Renovations, Alterations and Additions. Tenant shall have the right during the Term to make such non-structural interior alterations, changes and improvements to the Leased Premises as may be proper and necessary for the conduct of Tenant's business, for customer comfort and safety and for the full beneficial use of the Leased Premises, so long as such alterations are permitted by the Loan Documents and such Tenant improvements do not interfere with any of the purposes for which the Facility was leased or affect the roof or structure; provided, however, that Tenant shall make no structural alterations, changes, or improvements and shall make no roof penetration without express written approval in each instance by Landlord, which

consent may be withheld in Landlord's reasonable discretion. Notwithstanding the foregoing, Tenant shall make such non-structural interior alterations, changes and improvements to the Leased Premises as may be required to comply with all licensure and certification with respect to the Leased Premises and all applicable laws. Tenant shall make all structural interior alterations, changes and improvements to the Leased Premises as may be required to comply with all licensure and certification with respect to the Leased Premises and all applicable laws with Landlord's prior written approval of all plans and specifications. Tenant shall notify Landlord of any such permitted alterations, changes or improvements prior to the commencement thereof. Tenant shall pay all costs and expenses of such permitted alterations, changes, and improvements, shall make the same in a good and workmanlike manner, and in accordance with all applicable laws, codes, and regulations, and shall assure Landlord, in form reasonably satisfactory to Landlord, that payment for the same will be made by Tenant. Tenant hereby completely and fully indemnifies Landlord against any mechanic's liens or other liens or claims in connection with the making of such alterations, changes, and/or improvements. Any liens arising out of such alterations, changes, and/or improvements shall be discharged of record by Tenant within fifteen (15) days after the same have been filed by payment, bonding or otherwise, as permitted by law. All capital improvements shall be the property of Landlord without compensation to Tenant.

5.3 Signage. All signs installed by Tenant shall comply with all requirements of appropriate governmental authority, and all necessary permits or licenses shall be obtained by Tenant. Tenant shall maintain all signs in good condition and repair at all times, and shall indemnify, protect, hold harmless and, at the option of Landlord, defend Landlord from injury to person or property, arising from the erection, installation and maintenance of said signs. Upon vacating the Leased Premises, Tenant shall remove all signs so installed by Tenant, but only if Landlord shall request such removal, and repair all damage caused by such removal.

5.4 Surrender; Transfer of Operations.

(A) Tenant shall deliver up and surrender to Landlord (or Landlord's designee) possession of the Leased Premises, including all of Tenant's work (and all replacements thereof) and all fixtures permanently attached to the Leased Premises during the Term, upon the expiration of this Lease or its termination in any manner whatsoever, in as good condition and repair and in substantially similar form, character and manner as the same shall be on the Commencement Date, ordinary wear and tear excepted, (without compensation to Tenant) with permitted changes, improvements and additions during the Term as authorized herein, subject to no liens, encumbrances, charges, restrictions, conditions, limitations or claims whatsoever, and deliver the keys to the Leased Premises to Landlord's designee, or at the office of Landlord or Landlord's agent, as directed by Landlord.

(B) Upon any such expiration or termination of this Lease, Tenant covenants and agrees to do such things and to take such action as may, from time to time, be necessary or appropriate to allow for the New York State Department of Health ("DOH") and/or any other governing authority to issue (and, with respect to any Medicaid or managed care certification, to transfer) any applicable licenses, certificates, permits, provider agreements and provider numbers to a designee of Landlord to allow for such designee to operate the Facility, all in consideration for one dollar (\$1) from Landlord and subject to approval from

DOH. In addition, the parties shall use best faith efforts to cooperate with each other and/or the replacement tenant or operator and do all that is commercially reasonable to effectuate the orderly transition of the operation of the Leased Premises including, without limitation, if requested by Landlord, (i) entering into a mutually acceptable operations transfer agreement(s) between Tenant, Landlord and the replacement tenant(s)/operator(s), which will include provisions such as post-transition reconciliation, excluded assets (which shall be updated at the time of transition), employee terminations and re-hiring, community records, contracts, residency agreements, licenses, billing and such other customary terms and conditions and addressing such other matters as may be reasonably requested by Landlord or such replacement tenant(s)/operator(s) and (ii) if any licenses held in Tenant's name cannot be transferred, or cannot be transferred immediately, to Landlord or such replacement tenant(s)/operator(s), entering into an interim operational arrangement in form and substance reasonably acceptable to Tenant, which will lawfully permit Landlord or replacement tenant(s)/operator(s) to operate and/or manage the Leased Premises and engage in the normal activities of the Leased Premises, under and in accordance with Tenant's licenses, as applicable, until completion of such license transfers or issuance of replacement licenses, it being understood and agreed that if such an interim arrangement is not permitted by applicable law, then no termination of this Lease shall be effective until Landlord or its designee is duly licensed to operate the Leased Premises.

5.5 Condition of Leased Premises. Tenant has made a physical inspection of the Leased Premises and is taking the Leased Premises in their "AS IS", "WHERE IS" condition, and acceptance of possession of the Leased Premises on the Commencement Date shall be deemed an acknowledgment thereof by Tenant. Tenant acknowledges and agrees that Landlord is not making any representation, warranty or covenant whatsoever with respect to the condition of the Leased Premises, or any portion thereof, or their suitability for any particular purpose, and Tenant is relying solely on its inspection of the Leased Premises and due diligence investigations with respect thereto.

ARTICLE VI INDEMNIFICATION; INSURANCE

6.1 Indemnification; Commercial General Liability, Malpractice and Umbrella Insurance. Tenant shall indemnify, defend and save Landlord free and harmless from and against any claims, losses, costs, damages or expenses (including reasonable attorneys' fees) for injury to or death of persons and/or loss or damage to property occasioned by, growing out of or arising from Tenant's use of the Leased Premises, Tenant's default hereunder or from any other act or omission of Tenant, its agents or employees. Throughout the Term, Tenant shall maintain with respect to the Leased Premises, comprehensive or commercial general liability, medical professional malpractice, business interruption, and umbrella policies of insurance reasonably satisfactory to Landlord; provided that such business interruption insurance coverage is sufficient to cover twelve (12) months of Tenant's operation. Such insurance may be carried with an insurance company, selected by Tenant and approved by Landlord, authorized to do business and admitted in New York. Tenant shall deliver to Landlord a certificate of any policy of such insurance maintained by Tenant. Such policy shall contain a provision that the same cannot be reduced in coverage, nor cancelled, without thirty (30) days' prior written notice to Landlord. Said

policy of insurance shall designate Landlord, and each of Landlord's lenders of whom Tenant has notice, as an additional insured.

6.2 Special Form Property Insurance. Landlord shall keep the Leased Premises (other than Tenant's leasehold improvements), insured for its full replacement value, insuring its risk of loss by fire, casualty and other hazards, covered by "all risk" fire insurance reasonably acceptable to Landlord and Landlord's mortgage lender, if any. The cost of maintaining such insurance shall be paid by Tenant to Landlord as additional rent hereunder. The proceeds of such insurance shall be disbursed to Landlord and, if Landlord is obligated or elects to repair or restore the damage to the Leased Premises, such proceeds shall be used by Landlord for such purposes; otherwise, such proceeds may be used as Landlord desires, without restriction, subject to the terms and conditions of Landlord's responsibilities with regard to damage to or destruction of the Leased Premises hereunder. Landlord's lender(s) shall be loss payee(s) on this policy and such additional loss payee coverage shall be at Tenant's expense. Upon Landlord's request, Tenant shall pay to Landlord with monthly Base Rent 1/12th of Landlord's estimate of the property insurance premium due for the current lease year which Landlord shall use to pay the insurance premium. Landlord may from time to time reasonably increase its estimate of the insurance premium based upon increases in the premium or as Landlord's mortgage lender may require.

6.3 Workers' Compensation. Tenant, at its sole cost and expense, shall at all times comply with the provisions of the workers' compensation law and shall insure its liability thereunder. Tenant acknowledges and agrees that Landlord is under no obligation to indemnify, defend or hold Tenant harmless for any change or increase in Tenant's workers' compensation or unemployment compensation rates or experience as a result of this Lease, or because Tenant is determined to be a successor employer for purposes of workers' compensation or unemployment compensation; Tenant hereby agreeing to assume all liability therefor.

6.4 Certificates of Insurance. Upon the Commencement Date of this Lease, Tenant shall furnish Landlord with appropriate certificates of insurance showing that each type of insurance required under this Article VI is in full force and effect and not cancellable or modifiable without thirty (30) days' prior written notice to the other party. All insurance policies required hereunder shall designate Landlord, and each of Landlord's lenders, if any, as an additional insured or loss payee, as applicable. All insurance required herein shall remain in effect upon the expiration or earlier termination of this Lease.

6.5 Waiver of Subrogation. Landlord and Tenant hereby waive all rights of recovery for causes of action which either has or may have or which may arise hereafter against the other for any damage to the Leased Premises or the property or business of either of them or of anyone claiming through either of them, by way of subrogation or otherwise, caused by any of the perils coverable (whether or not covered) by a special form policy of property insurance or contents insurance (irrespective of whether or not such insurance coverage is in fact carried or obtained); or by any other insurance for damage to property carried by the party whose property was damaged; provided, however, that the foregoing waiver shall apply only if and to the extent that a waiver of subrogation for property damage is not prohibited in the State of New York.

6.6 Tail Insurance. If, during the Term of the Lease, Tenant is covered by professional malpractice insurance on a "claims made" basis, Tenant shall procure and maintain, at Tenant's

sole cost and expense, "tail" insurance coverage, in the amount of at least One Million Dollars (\$1,000,000.00) with a deductible of no more than Ten Thousand Dollars (\$10,000.00) for medical professional malpractice claims made after the termination of this Lease, but concerning services provided during the Term of this Lease.

6.7 Loan Requirements. Notwithstanding anything in this Article VI to the contrary, Tenant shall at all times comply with all insurance requirements set forth in the Loan Documents.

ARTICLE VII SECURITY

7.1 Landlord's Lien. Landlord shall have and is hereby granted a first lien and security interest paramount to all others on every right and interest of Tenant in and to this Lease, and on any of Tenant's accounts receivable, accounts, deposit accounts, general intangibles, instruments, documents, chattel paper, contract rights (including, without limitation, any management contract, administrative services contract or contract with others to furnish services to the Facility), furnishings, equipment, or fixtures, general intangibles, inventory, goods or property of any kind belonging to Tenant and located at or used in connection with the Facility and products and proceeds of the preceding listed property, including, without limitation, cash and non-cash proceeds, proceeds of proceeds, and insurance proceeds ("Landlord's Lien") which Landlord's Lien is deemed collaterally assigned to Landlord's lender with any assignment of this Lease. Notwithstanding the foregoing, Landlord's Lien (other than on the license, provider agreements and furniture, fixtures and equipment) shall be subject and subordinate to any lien thereon granted by Tenant from time to time to any institutional lender for working capital to be utilized solely for operation of any Facility (the "AR Lender") and to all renewals, modifications, extensions and replacements thereof if such lender enters into a standard-form intercreditor agreement reasonably satisfactory to Landlord, its lender, any mezzanine lender of Landlord's direct and indirect owners and AR Lender; Tenant agree to assist Landlord in good faith to facilitate the execution of the foregoing intercreditor agreement. Landlord agrees to prepare and file, or consent to the filing of, within five (5) business days following Tenant's request therefor, such financing statements or other instruments as may be reasonably requested by Tenant to evidence or effect subordination of Landlord's Lien to the lien of the institutional lender described above. Any financing statement evidencing or perfecting Landlord's Lien shall expressly provide for such subordination with respect to Tenant's accounts receivable, or personal property of any kind. The subordination to Tenant's institutional lender shall be on such lender's, as applicable, form of subordination agreement as reasonably agreed to by Landlord. Such lien is granted for the purpose of securing the payments of Rent, charges, penalties, and damages herein covenanted to be paid by Tenant, and for the purpose of securing the performance of all of Tenant's obligations under this Lease. Such lien shall be in addition to all rights to Landlord given and provided by law. This Lease shall constitute a security agreement under the Uniform Commercial Code granting Landlord a security interest in such accounts, contract rights, furnishings, equipment, fixtures, general intangibles, inventory, goods or property of any kind and accounts receivable, and upon the request by Landlord, Tenant shall prepare and file, or consent to the filing of, such financing statements and other documents reasonably required to perfect such security interest, which documents shall be filed or recorded at the expense of Tenant.

7.2 Access to Leased Premises. Subject to applicable laws governing patients' rights and the privacy of patients' health information, Tenant shall permit Landlord and its agents to enter upon the Leased Premises at all reasonable times during ordinary business hours to inspect and examine the Leased Premises, and to inspect and copy any patient records, medical records, operating manuals, procedures manuals, training manuals, and other books and records concerning unemployment, workers' compensation, insurance, tax, and any other business issues and any information necessary for audit relating to cost reimbursement, collections, general financial matters, litigation, inquiries and related activities. Landlord shall make reasonable efforts not to materially interfere with or materially disrupt Tenant's business and use and enjoyment of the Leased Premises during any such inspection or examination.

7.3 Changes in Licensure and Certification Status. Tenant shall not change the licensure or certification status of the Facility without the prior written consent of Landlord and agrees to return to Landlord upon the expiration of the Lease, the Leased Premises. Landlord and Tenant acknowledge and agree that the Leased Premises was, and at all times under the terms of the Lease is, the sole and absolute property of Landlord, and Tenant only has the right to operate the Leased Premises pursuant to this Lease and its license from the DOH. Upon any termination or expiration of this Lease or any breach or default by Tenant hereunder (which breach or default is not cured within any applicable grace period), Landlord (a) upon issuance of all necessary governmental approvals to Landlord or Landlord's designee, may remove Tenant as operator of the Leased Premises in accordance with applicable law and the terms of this Lease, and (b) shall have the sole, complete, unilateral, absolute and unfettered right to request the DOH license to be reissued in Landlord or Landlord's designee's name upon application therefore to the DOH, and to request that any and all Medicaid and any other provider and/or third party payor agreements or numbers be issued in Landlord or Landlord's designee's name.

7.4 Reporting Obligations.

(A) During the Term, Tenant shall provide Landlord with the following reports, statements, and inspections:

- (1) Quarterly financial statements, which shall include A/R aging reports;
- (2) Annual financial statements;
- (3) Copies of all surveys and inspection reports within ten (10) days of receipt;
- (4) Copy of cost reports as filed;
- (5) Copies of tax returns as filed by Tenant; and
- (6) Tenant shall immediately notify Landlord, and provide Landlord with copies, of all correspondence or notices from any governmental agency or other authority related to the licensure or certification status of the Facility, or the ability of Tenant to maintain its status as the licensed adult day care operator of the Leased Premises.

- (7) To the extent not covered in clauses (1) through (6) above, copies of any reports or other documentation provided by Consultant to Tenant under the Consulting Agreement.

Tenant shall immediately notify Landlord in writing of any notice, action or other proceeding or inquiry of any governmental agency, bureau or other authority whether Federal, State, or local, of any kind, nature or description, which would adversely affect the license or certification status of the Facility, or the ability of Tenant to maintain its status as the licensed adult day care operator hereunder. Tenant shall immediately upon Tenant's receipt, furnish Landlord with a copy of any and all such notices and Landlord shall have, at all times during any Term, subject to applicable law, the right to attend any such actions or proceedings. Tenant shall act diligently to correct any deficiency or deal effectively with any "adverse action" or other proceedings, inquiry or other governmental action, so as to maintain the licensure and certification status stated herein in good standing at all times. Tenant shall not agree to any settlement or other action with respect to such proceedings or inquiry which affects the use of the Leased Premises or any portion thereof as provided herein without prior written notice to Landlord, which provides Landlord with an opportunity to respond to such settlement or other action and to attend any relevant hearings to the extent permitted under applicable law.

(B) During the Term, Tenant shall provide Landlord's current and future lender(s), banker(s), financial auditor(s) and other similar parties or entities with copies of any and all documentation and information requested by such parties, including, but not limited to, all financial statements, cost reports, reimbursement information, insurance claims, workers' compensation claims and wage reports related to the Facility or Tenant's operations therein.

7.5 Payment in the Ordinary Course. Tenant shall pay in full: (a) prior in each case to the date when penalties would attach, all taxes, assessments and governmental charges and levies (except only those so long as and to the extent that the same shall be contested in good faith by appropriate and timely proceedings and for which adequate reserves have been established in accordance with generally accepted accounting principles) for which Tenant may be or become liable or to which any or all of Tenant's properties may be or become subject; (b) all of Tenant's wage obligations to Tenant's employees in compliance with the Fair Labor Standards Act (29 U.S.C. 206-207) or any comparable provisions; (c) all obligations owed in connection with any claim, demand or notice of any overpayment received from Medicaid or other third party payor; and (d) all of Tenant's obligations calling for the payment of money (except only those so long as and to the extent that the same shall be contested in good faith and for which adequate reserves have been established in accordance with generally accepted accounting principles) before such payment becomes overdue.

7.6 Consulting Agreement. The parties acknowledge that Tenant has entered into a Consulting Agreement with Yonkers HC LLC, a Delaware limited liability company ("Consultant"), under which Consultant provides consulting and operational services related to the Leased Premises (the "Consulting Agreement"). Tenant shall (a) cause Consultant to observe and perform all the obligations imposed upon Consultant under the Consulting Agreement, and (b) enforce all of the terms, covenants and conditions contained in the Consulting Agreement upon

the part of Consultant thereunder to be observed or performed. At Landlord's request, subject to applicable law, Tenant shall terminate the Consulting Agreement without penalty upon the following: (x) an event of default (after applicable notice and cure period) by Consultant under the Consulting Agreement; (y) termination or expiration of this Lease; or (z) an event of default by Tenant's affiliates under any operating agreement governing Landlord's indirect owner, Yonkers Realty Intermediary Holdings II LLC.

ARTICLE VIII PERSONAL PROPERTY

8.1 Landlord's Personal Property. Upon the expiration or termination of this Lease, Tenant shall leave the personal property of Landlord leased to Tenant under Section 2.1(B) hereof as repaired, rebuilt, replaced, restored, altered as permitted or required by provisions of this Lease (the "Landlord's Personal Property") in or on the Leased Premises, except for ordinary wear and tear. Any and all replacements of the personal property at the Facility made by Tenant shall become Landlord's Personal Property, and any and all security interests and finance statements cleared at Landlord's expense. Upon the expiration or earlier termination of this Lease, (i) subject to applicable law, Tenant shall deliver complete and up-to-date records for the customers of the Facility to Landlord in a commonly-readable electronic format that may be employed in readily-available adult day care management or operational software, and (ii) all agreements and/or provider numbers for third-party reimbursement or payment to the Leased Premises shall be transferred and assigned to Landlord or its designee.

8.2 Consumables. Within five (5) business days of the expiration or termination of this Lease, Landlord shall have the option to purchase or to cause a successor tenant to purchase, at cost, a maximum of seven (7) days' worth, of Tenant's consumable goods used or maintained in connection with the Facility, including but not limited to, food, cleaning materials and medical supplies.

ARTICLE IX INDEMNIFICATION

9.1 Tenant's Indemnification. During the Term of this Lease and after the surrender of the Leased Premises in accordance with Section 5.4 of this Lease, Tenant shall protect, defend, indemnify and hold harmless Landlord from and against any claims, losses, costs, penalties, damages, charges or expenses (including reasonable attorney's fees) imposed or resulting from, or attributable in whole or in part to any violation of any law, order of governmental agency or ordinance, whether occasioned by the intentional act or negligence of Tenant or those holding under Tenant, to the extent that such occurred during the Term, and that Tenant shall at all times protect, defend, indemnify and hold harmless Landlord from and against all claims, losses, costs, charges, damages or expenses arising out of or from any accident or other occurrence on or about the Leased Premises causing injury to any person or property whomsoever or whatsoever, and shall protect, defend, indemnify and hold harmless Landlord from and against any and all claims, losses, costs, charges, damages or expenses arising out of any failure of Tenant in any respect to comply with or perform all requirements and provisions of this Lease. Further, Tenant shall indemnify and hold Landlord harmless against any and all claims from any source for repayment

audit liabilities, civil money penalties, or any other charges or expenses arising out of the operation of the Leased Premises during the Term.

9.2 Landlord's Indemnification. Landlord shall protect, defend, indemnify and hold harmless Tenant from and against any claims, losses, costs, penalty, damages, charges or expenses (including reasonable attorneys' fees) imposed or resulting from any, or attributable in whole or in part to violation of any law, order of governmental agency or ordinance, whether occasioned by the intentional act or neglect of Landlord or those holding under Landlord (but excluding any violation arising from Tenant's breach of this Lease), and that Landlord shall at all times, protect, defend, indemnify and hold harmless Tenant from and against all claims, losses, costs, charges, damages or expenses arising out of or from any accident or other occurrence on or about the Leased Premises on or before the Commencement Date causing injury to any person or property wheresoever or whatsoever, and shall protect, defend, indemnify and hold harmless Tenant from and against any and all claims, losses, costs, charges, damages or expenses arising out of any failure of Landlord in any respect to comply with or perform all requirements and provisions of this Lease.

ARTICLE X USE OF LEASED PREMISES

10.1 Compliance with Laws and Regulations. Tenant shall use the Leased Premises solely as a licensed adult day care and for no other purpose. Tenant shall attempt to acquire in its own name and shall maintain all licenses, certificates, permits, provider agreements and other authorizations and approvals needed to operate the Leased Premises as an adult day care, and Landlord hereby agrees to use commercially reasonable efforts to assist Tenant in connection therewith, including, but not limited to, providing any written notices and consents required by the DOH and the Centers for Medicare and Medicaid Services ("CMS"). Tenant hereby warrants and represents to Landlord that as of the Commencement Date: (i) Tenant will be, and will continue to be, validly licensed and certified to operate an adult day care in accordance with the applicable rules and regulations of the State of New York and federal governmental authorities, including, but not limited to, DOH and CMS, provided the submission of a plan of correction and subsequent acceptance in whole or in part by the DOH or CMS, or their designee will not be considered to be a breach of this paragraph; (ii) Tenant will be, and will continue to be, certified by and the holder of valid provider agreements with Medicaid, as applicable, issued by DOH and/or CMS and shall remain so certified and shall remain such a holder in connection with its operation of the Leased Premises as an adult day care; (iii) Tenant will be, and will continue to be, in compliance with and shall remain in substantial compliance with all state and federal laws, rules, regulations and procedures with regard to the operation of an adult day care; (iv) Tenant will operate the Facility in a manner consistent with high quality adult day care and sound reimbursement principles under the Medicaid programs; and (v) Tenant shall not abandon, terminate, vacate or fail to renew any certificate, license or permit which relates to the operation of the adult day care business on the Leased Premises or in any way commit any act which will cause any such certificate, license or permit to be revoked by any federal, state or local governmental authority having jurisdiction thereof.

10.2 No Waste. Tenant shall not commit or suffer to be committed any waste on the Leased Premises nor shall Tenant cause or permit any nuisance thereon.

10.3 Hazardous Materials and Hazardous Waste.

(A) Landlord has not placed or held any Hazardous Materials (hereinafter defined) on or at the Leased Premises, except as is necessary for the ordinary course of its business as an adult day care. Tenant shall not place or hold any Hazardous Materials on or at the Leased Premises, except as is necessary for the ordinary course of its business as an adult day care. If Tenant's business requires the use of any Hazardous Materials, Tenant shall notify Landlord in writing and shall comply with hazard communication and notification requirements of the Occupational Safety and Health Act and any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree which requires notification of employees, the community or any governmental agency of the hazardous properties of such Hazardous Materials. For purposes of this Lease, "Hazardous Materials" means and includes any hazardous substance defined as such in the Occupational Safety & Health Act, Comprehensive Environmental Response, Compensation, and Liability Act, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous substance or material, as now or at any time hereafter in effect.

(B) Tenant shall not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made on or to the Leased Premises.

(C) Tenant shall not place, hold or dispose of any Hazardous Waste (hereinafter defined), on, under or at the Leased Premises except as specifically allowed in this Section 10.3. Tenant further agrees that it will not use the Leased Premises as a treatment, storage, or disposal (whether permanent or temporary) facility for Hazardous Waste. If Tenant, in the ordinary course of its business as an adult day care, generates Hazardous Waste, then Tenant shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to the appropriate use, storage, transportation and disposal of Hazardous Waste. For the purposes of this Lease, "Hazardous Waste" means and includes any Hazardous Material that has entered the waste stream or any contaminant or pollutant as defined as such in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste. Tenant further agrees that it will properly dispose of all "infectious waste" such as laboratory waste, pathological waste, blood specimens or products, patient waste including, without limitation, bandages and disposable gowns, sharp waste and any material generated by the production or testing of biological agents.

(D) Tenant shall indemnify, defend and hold harmless Landlord against any claims, losses, costs, damages or expenses of any and every kind whatsoever (including reasonable attorney's fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect

result of: (a) a breach by Tenant of the foregoing covenants, or (b) to the extent caused, permitted or allowed by Tenant or any agent, employee, invitee, or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from, onto, or into the Leased Premises, the atmosphere, or any watercourse, body of water, or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, as amended, any so-called "Superfund" or "Superlien" law, or any other federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any Hazardous Material); and the provisions of and undertakings and indemnification set out in this Section shall survive the termination of this Lease, and shall continue to be the personal liability, obligation and indemnification of Tenant, binding upon Tenant, forever. Landlord hereby indemnifies Tenant in the same manner and to the same degree, against all such matters that may have occurred prior to the Commencement Date.

If Tenant or its employees, agents, or contractors shall ever violate the provisions of this Section 10.3, then, in addition to any other duty or obligation of Tenant hereunder, at law or in equity, Tenant shall clean up, remove and dispose of the material causing the violation, in compliance with all applicable environmental laws and repair any damage to the Leased Premises within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than thirty (30) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Landlord of its method, time and procedure for any clean-up or removal of material causing the violation under this provision, and Landlord shall have the right to require reasonable changes in such method, time or procedure or to require the same to be done after normal business hours.

Landlord reserves the right from time to time, but not more than once a year, except in the event of an emergency or a breach of this Lease by Tenant, during the Term hereof, at Landlord's cost and expense (except that, in the event of breach, at Tenant's sole cost and expense), to have the Leased Premises inspected by environmental engineers and/or specialists for the purpose of determining compliance by Tenant with any environmental laws, rules and regulations applicable to Tenant's operations in or about the Leased Premises and with the terms and conditions of this Lease dealing with environmental matters, including without limitation, the provisions of this Section 10.3. If the environmental assessment or report resulting from such inspection discloses any non-compliance, Tenant shall immediately following receipt of the environmental assessment take all such steps as are necessary to put the Leased Premises into compliance, including without limitation, cleaning up any spills or other emissions of hazardous and/or toxic substances or wastes. In addition, Landlord's lender and any mezzanine lender of Landlord's direct or indirect owners shall have the right to inspect the Leased Premises in accordance with the terms of the Loan Documents.

Upon the expiration of the Term, or the earlier termination thereof, whichever shall be the first to occur, Tenant shall forthwith remove all Hazardous Materials and Hazardous Waste from any portion of the Leased Premises. Landlord shall have the right to inspect the Leased Premises

with regard to the management and disposal of Hazardous Materials and Hazardous Waste at all reasonable times during the Term.

ARTICLE XI
DAMAGE OR DESTRUCTION

11.1 Damage or Destruction.

(A) Subject to the limitations and requirements set forth in the Loan Documents, if the Leased Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy or use, as intended herein, in substantially the same condition as just prior to the incident, Landlord, in its reasonable discretion, may decide whether to repair or reconstruct the Leased Premises with the proceeds of the property's casualty insurance carried as required hereunder. If Landlord decides to repair or reconstruct the Leased Premises, this Lease shall continue in full force and effect, Tenant shall not be entitled to surrender possession of the Leased Premises, and Tenant's liability to pay Base Rent and all other charges under this Lease shall not cease. It is intended that Base Rent and all other charges hereunder shall continue, without abatement, during the period of repair or reconstruction from the proceeds of Tenant's business interruption insurance for a period not to exceed twelve (12) months. Landlord shall repair or reconstruct the Leased Premises, with all reasonable speed, to the same or better condition as just prior to the incident and shall complete such repairs within twelve (12) months from the date of such damage or destruction, and Tenant shall not be liable for any costs of repair and shall not be required to make any repair or replacement to the Leased Premises other than with respect to replacing Tenant's trade fixtures and other personal property. Subject to the limitations and requirements set forth in the Loan Documents, if the same is not completed within twenty-four (24) months, Tenant shall have the option to terminate this Lease, upon written notice to Landlord, at the conclusion of the twenty-four (24) month period.

(B) Subject to the limitations and requirements set forth in the Loan Documents, if Landlord decides not to repair or replace the Leased Premises, Landlord shall notify Tenant within thirty (30) days after the happening of such destruction or injury and this Lease shall terminate as of the date of such damage or destruction.

(C) Notwithstanding anything to the contrary contained in subparagraphs (A) and (B) above, Landlord may cancel this Lease with no further liability to Tenant, in the event that following destruction or injury to the Leased Premises, Landlord's lender, if any, elects to require Landlord to make advance payments to extinguish or prepay the mortgage on the Leased Premises in whole.

ARTICLE XII
EMINENT DOMAIN

12.1 Eminent Domain.

(A) Subject to any limitations and requirements set forth in the Loan Documents, in the event the entire Leased Premises shall be taken by condemnation or right of eminent domain, this Lease shall terminate as of the day possession shall be taken

by the taking authority, and Landlord and Tenant shall be released from any further liability hereunder thereafter accruing. Subject to the limitations and requirements set forth in the Loan Documents, in the event only a portion of the Leased Premises shall be taken by condemnation or right of eminent domain and the portion so taken does not render the balance unsuitable for the purpose of this Lease, provided the Leased Premises remain operable as an economically-viable adult day care facility, this Lease shall not terminate but Landlord agrees to restore the Leased Premises with reasonable speed to an architectural unit as nearly like its condition prior to such taking as shall be practicable, and if during and/or after the work of restoration, Tenant is deprived of the use of all or a part of the Leased Premises, an appropriate reduction of Base Rent, depending upon the time during which and the portion of said Leased Premises of which Tenant is so deprived, shall be granted.

(B) Notwithstanding anything to the contrary contained in Section 12.1(A), Landlord may cancel this Lease with no further liability to Tenant, in the event that following a taking by condemnation or right of eminent domain, Landlord's lender, if any, elects to require Landlord to make advance payments to extinguish or repay in whole the mortgage on the Leased Premises.

(C) Tenant shall not be entitled to any part of any award or settlement of damages representing the value of land and buildings appropriated, the value of this Lease or any estate therein, or damage to the residue of the Leased Premises or other property of Landlord; it being agreed as between Landlord and Tenant any such award shall be the sole property of Landlord. However, in any condemnation preceding, Tenant may claim and receive compensation from the condemning authorities for damages to its fixtures, for the cost of removal and damage by reason thereof, and for moving expenses, and shall be entitled to all proceeds specifically allocated by the condemning authority on account thereof. No appropriation of part or all of the Leased Premises or cancellation of this Lease pursuant to this Article XII shall be deemed an eviction of Tenant, or a breach of any covenants of Landlord hereunder.

ARTICLE XIII NOTICES

13.1 Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, or when sent by electronic mail, addressed as follows:

If to Tenant:	Yonkers Gardens LLC 1777 Avenue of the States, Suite 204 Lakewood, NJ 08701 Attn: Solomon Klein
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If to Landlord: Hudson View Care Centers Inc.
1777 Avenue of the States, Suite 204
Lakewood, NJ 08701
Attn: Solomon Klein

or such other address, and to the attention of such other person as either party may designate by written notice.

ARTICLE XIV
QUIET ENJOYMENT

14.1 Quiet Enjoyment. Landlord covenants, warrants and represents to Tenant that, so long as Tenant shall not be in default in the performance of any of its obligations under this Lease, Tenant shall at all times during the Term peaceably and quietly have, hold, occupy and enjoy the Leased Premises without any hindrance, interference or molestation by Landlord or by, under or through Landlord for reasons other than acts of omission of Tenant, and Landlord shall defend Tenant in such peaceful and quiet use against the lawful claims of all such persons, subject to the Lease and to all liens, mortgages and encumbrances of record as of the date of the Lease to which this Lease is subordinate.

ARTICLE XV
SUBLETTING AND ASSIGNMENT

15.1 Subletting and Assignment. Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, assign this Lease or sublease all or any part of the Leased Premises. A transfer of membership interests or ownership interests of Tenant shall constitute an assignment for purposes of this Lease, requiring Landlord's consent thereof. Notwithstanding anything to the contrary set forth herein, Landlord may withhold its consent to any assignment, sublease of transfer of ownership interests in the event Landlord's lender, any mezzanine lender of Landlord's direct or indirect owners or any preferred equity investor in Landlord's indirect owners does not consent to the same. Landlord and Owner each has the right to sell its interest in the Leased Premises, subject to the terms of this Lease, upon prior notice to (but not the consent of) Tenant. Tenant shall not at any time, without the prior written consent of Landlord, which consent may be withheld or given in the reasonable discretion of Landlord, pledge, mortgage, or hypothecate the leasehold estate hereby created or any interest of Tenant therein. Nothing contained herein shall restrict Landlord or Owner from mortgaging its interest in the Leased Premises without the consent or approval of Tenant, provided, however, that the mortgagor shall issue a subordination and non-disturbance agreement in favor of Tenant.

ARTICLE XVI
INTENTIONALLY OMITTED

ARTICLE XVII
MEMORANDUM OF LEASE

17.1 Memorandum of Lease. This Lease shall not be recorded, but either party may record a memorandum of lease in which shall be described the Leased Premises, the Term, and

other matters mutually acceptable to the parties. The party requesting that the memorandum of lease be recorded shall prepare and pay all costs of recording the memorandum of lease, and the other party agrees to execute at any and all times such instruments as may be reasonably required for such recording.

ARTICLE XVIII DEFAULT

18.1 Default by Tenant and Remedies of Landlord.

(A) If Tenant (1) fails to pay any installment of Base Rent or fails to pay any other charges, costs or expenses payable by Tenant within five (5) business days after the same becomes due; or (2) defaults in the prompt and full performance of any other of Tenant's covenants, obligations or agreements hereunder, and fails to correct such failure within thirty (30) days of receipt of written notice from Landlord of such default (unless such default cannot reasonably be cured within thirty (30) days, in which event such period shall be extended for an additional thirty (30) days, provided Tenant shall have commenced in good faith to cure such default within the first such thirty (30) day period and shall proceed with all due diligence to correct such default thereafter); or (3) if the leasehold interest of Tenant be levied upon under execution or be liened or attached and such levy, lien or attachment is not removed within thirty (30) days of the date Tenant receives notice of it; or (4) Tenant makes an assignment for the benefit of creditors or Tenant becomes insolvent or files for protection under any bankruptcy statute; or (5) a receiver be appointed for Tenant or any property of Tenant; or (6) Tenant abandons or voluntarily ceases to operate the Leased Premises; or (7) the license to operate the Leased Premises as an adult day care is canceled, revoked, surrendered, withdrawn or invalidated; or (8) Tenant's or the Facility's participation in any federal or state health care program, including Medicaid, is suspended, canceled or revoked, or Tenant or any of its owners, officers or directors is debarred, excluded, suspended or disqualified from participating with any federal or state health care program, including Medicaid, or (9) Tenant breaches or defaults under (which breach or default is not cured within any applicable grace period) any loan or financing documents respecting the Leased Premises, then and in any such event, Landlord may, if Landlord so elects, without notice of such election and without any demand whatsoever, forthwith terminate this Lease and Tenant's right to possession of the Leased Premises, or (10) a change in the licensure type or use of the Leased Premises from an adult day care, or (11) Tenant or Tenant's owner admits new or additional members without the prior written consent of Landlord. Landlord, in addition to all other remedies given to Landlord at law or in equity, may by written notice to Tenant, terminate Tenant's right to possession pursuant to this Lease, without terminating this Lease, and reenter the Leased Premises by summary proceedings or otherwise. In any event, Landlord may dispossess Tenant, it being the understanding that under no circumstances is this Lease to be an asset for Tenant's creditors by operation of law or otherwise.

(B) Except as provided in this Lease to the contrary, Base Rent and other sums not paid when due or within any applicable grace period shall bear interest from the date

when the same are first payable under the terms of this Lease until the same shall be paid at an annual rate of interest equal to the prime rate announced from time to time by the Wall Street Journal, plus four percent (4%), unless such rate shall not be permitted by law, in which event the maximum rate permitted by law shall be charged (hereinafter referred to as the "Leased Interest Rate"). Tenant further acknowledges that its late payment of any Base Rent or other sums will cause Landlord to incur certain costs and expenses not contemplated under this Lease, the exact amount of which is extremely difficult or impracticable to fix. Such costs and expenses will include, without limitation, loss of use of money, administrative and collection costs and processing and accounting expenses. Therefore, if any installment of monthly Base Rent is not received by Landlord when due or within any applicable grace period, except as provided in this Lease to the contrary, or any other sum due herein is not paid when due, Tenant shall immediately pay to Landlord a late charge equal to four percent (4%) of the unpaid amount. Such late charge is in addition to any interest due pursuant to the first sentence of this Section 18.1(B). Landlord and Tenant agree that the late charge represents a reasonable estimate of costs and expenses incurred by Landlord from, and is fair compensation to Landlord for, any loss suffered by such non-payment by Tenant. Acceptance of the late charge shall not constitute a waiver of Tenant's default with respect to such non-payment by Tenant or prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease.

(C) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed shall (1) timely perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (2) pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Leased Premises an amount equal to the Base Rent and other charges otherwise due pursuant to this Lease; and (3) reject or assume this Lease within sixty (60) days after the filing of such petition under the Bankruptcy Code or within such time period as the Bankruptcy Code may allow. Tenant, as debtor and as debtor-in-possession, and any trustee shall be deemed to have rejected this Lease in the event of the failure to comply with any of the above. Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment is the prior written consent of any mortgagee to which this Lease has been assigned as collateral security.

(D) In the event of termination of this Lease by reason of any default or breach by Tenant, or upon the expiration of the Term, then, and in any of such events, Tenant, upon Landlord's written request, shall to the greatest extent permitted by law, do such things and to take such action as may, from time to time, be necessary or appropriate to allow for CMS (as hereinafter defined) and/or any other governing authority to issue (and, with respect to any Medicaid or managed care certification, to transfer) any applicable licenses, certificates, or permits to a designee of Landlord to allow for such designee to operate the Facility.

(E) Contingent upon Landlord's designee's receipt of all applicable licensure to allow such designee to operate the Facility, Landlord shall have the option of having such designee operate the Facility in the event of a termination of this Lease for any reason,

without assuming any of Tenant's liabilities or obligations. Landlord shall give Tenant written notice of Landlord's intent to exercise the right set forth above, in which event Tenant shall immediately turn over possession and control of the Facility without any further action having to be taken on the part of Landlord.

(F) No failure of Landlord to enforce any rights or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

(G) In the event of a default by Tenant of any of the terms, covenants, conditions or provisions of this Lease, which default is not cured within any applicable grace period, Landlord shall have the right to invoke any remedy permitted to Landlord in law or in equity. All remedies available to Landlord are declared to be cumulative and concurrent and the exercise of one shall not preclude or waive the right to exercise any other. No termination of this Lease and no taking or recovering of possession of the Leased Premises shall deprive Landlord of any of its remedies or actions against Tenant and Tenant shall remain liable for all past or future Base Rent, including all taxes, insurance premiums and all other charges and Base Rent payable by Tenant under this Lease, during and for the balance of the Term hereof. The bringing of any action for Base Rent or other default shall not be construed as a waiver of the right to obtain possession of the Leased Premises.

(H) If suit shall be brought for recovery of possession of the Leased Premises, for the recovery of Base Rent, or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and breach shall be established, Tenant shall pay to Landlord all out-of-pocket expenses, including reasonable attorney fees, incurred therefor.

18.2 Further Rights of Landlord Upon Default.

(A) Landlord, in addition to all other remedies given to Landlord at law or in equity, may by written notice to Tenant, without terminating this Lease, cause Tenant to apply to the DOH to install a manager and/or management consultant and/or a receiver having the necessary approvals from Governmental Authorities, of Landlord's choice, at Tenant's sole cost and expense or to the extent permitted by applicable law, reenter the Leased Premises by summary proceedings or otherwise. In any event, upon a Lease Default, Landlord may require Tenant to consent to a so-called "Change of Ownership" and Landlord may dispossess Tenant upon approval of the Change of Ownership or Certificate of Need by DOH, it being the understanding that under no circumstances is this Lease to be an asset for Tenant's creditors by operation of law or otherwise. In the event of such reentry, Landlord may relet the Leased Premises without being obligated so to do, and in the event of a reletting may apply the Rent therefrom first to the payment of Landlord's cost and expenses, including consultant and/or expert and attorneys' fees and expenses incurred by reason of such Lease Default, and the cost and expense of reletting including, but not limited to, repairs, renovation, or alteration of the Leased Premises and then to the amount of Rent and all other sums due from or payable by Tenant hereunder, Tenant remaining liable for all other sums due from or payable by Tenant hereunder and for any deficiency. Tenant shall also be liable for and indemnify Landlord against all amounts

owed to Medicaid, all applicable third-party payor programs, third party payors, or customers, including, but not limited to, any overpayments received by Tenant, relating to the Term. Any and all such indemnification amounts due to Landlord shall constitute additional Rent hereunder and shall be payable by Tenant monthly on the date herein provided for the payment of Rent.

(B) Notwithstanding anything herein to the contrary, the remedies of the Landlord following an event of default as set forth in this Article XVIII are subject to applicable laws, rules, and regulations governing the operation of the Facility. If an event of default occurs, Landlord's ability to exercise those remedies which would serve or are intended to replace or substitute for Tenant as operator of the Facility under this Lease is subject to the receipt of prior DOH approval. More specifically, and not intending to be a complete list, remedies under this Lease which could result in the appointment of a receiver to operate or oversee the Facility or the subletting of the Facility as a licensed facility to another tenant, or which could otherwise vest a party other than Tenant with operational control and authority over the Facility, shall require notice to and prior approval from the DOH under applicable laws, rules, and regulations governing the operation of the Facility, as the licensing agency of the Facility. Before exercising any such remedies under this Lease, including seeking appointment of such a receiver from a court of competent jurisdiction, Landlord shall notify DOH and obtain such approval from DOH.

(C) In the event of termination of this Lease by reason of any Lease Default by Tenant, or upon the expiration of the Term, then, and in any of such events, Tenant, upon Landlord's written request, shall to the greatest extent permitted by law, transfer to Landlord or its designees or assigns, or cause its Subtenants and/or Affiliates, to transfer to Landlord or its designees or assigns, the following: (i) all federal, state or municipal licenses, certifications, certificates, accreditations, approvals, permits, variances, waivers, provider agreements (including non-governmental) and other authorizations which relate to the operation of the Facility; and (ii) the name of the Facility as then commonly known to the general public. Tenant shall also prepare and file all notices required by applicable law in connection with such termination and shall also prepare and timely file all final Medicaid cost reports. In the event Tenant fails or refuses to transfer any such licenses, certifications, certificates, accreditations, approvals, permits, variances, waivers, provider agreements, other authorization or trade name, then this provision shall constitute an act of assignment by Tenant to Landlord or its assigns without the necessity of any further written instrument. For this purpose, Tenant constitutes and appoints Landlord its true and lawful attorney-in-fact with full power of substitution to complete or undertake such replacements in the name of Tenant. Such power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked.

(D) Tenant acknowledges that one of the rights and remedies available under applicable law for adult day care facilities which fail to comply with the conditions of participation for Medicaid is to apply to a court of competent jurisdiction for the appointment of a receiver to take possession of the Facility, to collect the rents, issues, profits and income of the Facility and to manage the operation of the Facility. Tenant further acknowledges that the revocation, suspension or material limitation of the certification of the Facility for provider status under Medicaid (or successor programs)

and/or the revocation, suspension or material limitation of a license relating to the operation of the Facility for its intended use under the laws of the State of New York will materially and irreparably impair the value of Landlord's investment in the Facility. Therefore, in the event of a Lease Default, and in addition to any other right or remedy of Landlord under this Lease, at the request of Landlord, Tenant shall request DOH to, or to the extent permissible under law, Tenant shall, petition any appropriate court, for the appointment of a receiver to take possession of the Facility, to manage the operation of the Facility under Tenant's licenses and certifications, to collect and disburse all rents, issues, profits and income generated thereby and to preserve or replace to the extent possible any such license and provider certification for the Facility or to otherwise substitute the licensee or provider thereof. The receiver shall be entitled to a reasonable fee for its services as a receiver. All such fees and other expenses of the receivership estate shall be added to the monthly Rent due to Landlord under this Lease as additional Rent. Tenant hereby irrevocably stipulates to the voluntary appointment of a receiver under such circumstances and for such purposes and agrees not to contest such appointment certifications, certificates, accreditations, approvals, permits, variances, waivers, provider agreements (including non-governmental) and other authorizations which relate to the operation of the Facility; and (ii) the name of the Facility as then commonly known to the general public. Tenant shall also prepare and file all notices required by applicable law in connection with such termination and shall also prepare and timely file all final Medicaid cost reports. In the event Tenant fails or refuses to transfer any such licenses, certifications, certificates, accreditations, approvals, permits, variances, waivers, provider agreements, other authorization or trade name, then this provision shall constitute an act of assignment by Tenant to Landlord or its assigns without the necessity of any further written instrument. For this purpose, Tenant constitutes and appoints Landlord its true and lawful attorney-in-fact with full power of substitution to complete or undertake such replacements in the name of Tenant. Such power of attorney shall be deemed to be a power coupled with an interest and cannot be revoked.

(E) Landlord shall have the option of taking over the operation of the Facility, or having the operation of the Facility taken over by a designee, in the event of a termination of this Lease for any reason, without Landlord or designee assuming any of Tenant's liabilities or obligations, including Tenant's liabilities and obligations with respect to employees, such as vacation, sick leave, health insurance and pension liabilities and Tenant's obligations under applicable law to offer and provide group health continuation coverage. Landlord shall give Tenant written notice of Landlord's intent to exercise the right set forth above, in which event, upon the approval of the DOH of the Change of Ownership, Tenant shall and shall cause the Subtenant to immediately turn over possession and control of the Facility without any further action having to be taken on the part of Landlord. At the request of Landlord, Tenant shall and shall cause the Subtenant to turn over any or all of inventories, personal property (including computer and telecommunications equipment but excluding any leased equipment) vehicles, and material contracts (including hospital, transfer, vendor, and managed care contracts).

18.3 Other Termination. Subject to applicable law and Section 21.20, Landlord may terminate this Lease upon an event of default by Tenant's affiliates under any operating agreement governing Landlord's indirect owner, Yonkers Realty Intermediary Holdings II LLC.

ARTICLE XIX
ENTRY AND REIMBURSEMENT RIGHTS OF LANDLORD

19.1 Entry and Reimbursement Rights of Landlord. Subject to applicable law, Landlord reserves the right at all reasonable times during business hours to go upon and inspect the Facility and every part thereof. If Landlord shall make any payments or perform any repairs on behalf of Tenant which are Tenant's obligation and which Tenant is in default thereof, following notice and opportunity to cure as provided herein, then any amounts so paid by Landlord are agreed and declared to be additional Rent, and shall be due and payable to Landlord by Tenant upon submission to Tenant of an invoice, bill, or statement therefor, together with interest charged at the Leased Interest Rate from five (5) days after the date of such invoice, bill, or statement.

ARTICLE XX
REPRESENTATIONS, WARRANTIES AND COVENANTS

20.1 Tenant's Representation, Warranties and Covenants. Tenant represents, warrants and covenants to Landlord as follows:

(A) Tenant is, or as of the Commencement Date, will be, a limited liability company duly organized, validly existing and in good standing in the State of New York.

(B) No Breach of Statute or Contract. The execution, delivery and performance of this Lease by Tenant will not breach any statute or regulation of any governmental authority, and will not as of the Commencement Date conflict with or result in a breach of or default under any of the terms, conditions or provisions of Tenant's Articles of Organization or Operating Agreement (as the case may be) or any order, writ, injunction, decree, agreement or instrument to which Tenant is a party, or by which it or its property, may be bound. There is no legal prohibition from Tenant leasing or operating an adult day care facility, and Tenant has not been debarred or otherwise prohibited from participating in any federal or state health care program.

(C) The execution, delivery and performance of this Lease have been duly authorized by all necessary individual, company, or member action of Tenant and this Lease constitutes the valid and binding obligation of Tenant, enforceable in accordance with its terms.

(D) Intentionally Deleted.

(E) There is no suit, claim, action or legal, administrative, arbitration, or other proceeding or governmental investigation pending or threatened, by or against Tenant, and no event or condition of any character, to Tenant's actual knowledge, which could prevent the consummation of the transactions contemplated by this Lease or materially adversely affect Tenant's performance of the terms and conditions hereunder.

(F) Subject to the express provisions herein, at all times during the Term, Tenant shall (i) use its best efforts, exercised in good faith, to operate the Leased Premises and otherwise conduct its business there at only in the ordinary course, and in compliance with all statutory and regulatory requirements of any federal, state or local authority, (ii) continue to operate the Leased Premises and will maintain them in substantially their condition as of the Commencement Date, reasonable wear and tear excepted, including, but not limited to repairs and replacements permitted under this Lease, and in a lawful manner, (iii) not encumber all or any portion of the Leased Premises and will not enter into any contracts with respect to the Leased Premises (except in the ordinary course of business and in accordance with the permitted uses of the Leased Premises hereunder), (iv) use its best efforts, exercised in good faith, to preserve the goodwill of the Facility, (v) not take any action from an accounting perspective which would intentionally materially adversely affect the reimbursement formula or tax benefits with respect to the Leased Premises or any portion thereof, (vi) not make any material change in its present adult day care business or engage in any activities apart from its present adult day care business, (vii) not dissolve, merge or consolidate with or into any other person or entity, or otherwise change its identity or company or capital structure in a material manner, and (viii) not change its name.

(G) At all times during the Term, Tenant shall cause to be done all things needed to preserve its rights and franchises and comply with all laws applicable to it, and to continue to conduct its business in the ordinary course.

(H) At all times during the Term, Tenant shall promptly pay all of its obligations, indebtedness, taxes, charges and impositions, whether or not relating to the Leased Premises or this Lease, as they become due unless contested in good faith and diligently pursued.

(I) At all times during the Term, Tenant shall comply in all material respects, with all statutes, laws, ordinances and governmental rules, regulations and ordinances to which it is subject or which are applicable to the Leased Premises and to Tenant's business, properties or assets.

(J) Tenant shall not enter into, amend, modify or terminate the Consulting Agreement or any other consulting, administrative, operations or similar agreement with respect to the Leased Premises without the prior written consent of Landlord and Landlord's lender (if applicable), which consent may be withheld or given in the reasonable discretion of Landlord or lender and, if required by applicable law, notice to and/or approval from the DOH.

(K) Following the occurrence of an default hereunder and while the same remains uncured after applicable notice and cure periods, Tenant shall not (i) declare, pay or make any Distribution (other than dividends or distributions payable in its stock, or split-ups or reclassifications of its stock), (ii) apply any of its funds, property or assets to the acquisition, redemption or other retirement of any membership or equity interest, (iii) otherwise make any payments or Distributions to any stockholder, member, partner or other equity owner in such person's capacity as such, or (iv) make any payment of any management, consulting or service fee to any related or affiliated party, except the portion

of such payment which is used to cover expenses incurred by such manager, consultant or servicer from time to time which shall be limited to 3% of the gross revenues of the Facilities; and any obligation of Tenant to make any of the foregoing payments shall be and hereby is made subordinate and junior in right of payment to the payment of all Rent, and other payment obligations of Tenant hereunder. "Distribution" shall mean any direct or indirect dividend, distribution or other payment of any kind or character (whether in cash, securities or other property) in respect of any equity interests or any repayment of indebtedness to any member of Tenant or any affiliate or relative thereof. Notwithstanding the foregoing, prior to any Distribution, Tenant shall obtain consent from Landlord.

20.2 Landlord's Representation, Warranties and Covenants. Landlord hereby represents, warrants and covenants to Tenant, all of which shall survive the delivery and execution of this Lease, the following:

(A) Landlord is a corporation duly organized, validly existing and in good standing in the State of New York.

(B) The execution, delivery, and performance of this Lease will not violate any provision of law, any order of any court or other agency of federal or state government or any provision of any indenture, agreement, or other instrument to which Landlord is a party or by which it or any of its properties or assets are bound; conflict with, result in a breach of, or constitute (with passage of time or delivery of notice, or both), a default under any such indenture, agreements or other instrument; or result in the creation or imposition of any lien or other encumbrance of any nature whatsoever upon any of the properties or assets of Landlord.

(C) This Lease has been duly executed and is a valid and binding obligation of Landlord, fully enforceable in accordance with its terms.

(D) There is no action, suit, examination, review, or proceeding by or before any governmental instrumentality or agency now pending or, to the knowledge of Landlord, threatened against Landlord, which, if adversely determined, would materially impair the right of Landlord to carry on the business as contemplated under this Lease.

(E) Landlord is not in default in the performance, observation, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party, which default materially adversely affects the Leased Premises.

(F) The execution, delivery, and performance of this Lease have been authorized by all requisite action of Landlord.

(G) The execution, delivery, and performance of this Lease will not violate any provision of the Certificate of Formation or Limited Liability Company Agreement of Landlord.

ARTICLE XXI
MISCELLANEOUS

21.1 Governing Law. This Lease has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of New York. All duties and obligations of the Parties created hereunder are performable in New York, which shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding between the Parties that may be brought, arise out of or in connection with or by reason of this Lease.

21.2 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Lease shall not operate as, or be construed to be a waiver of, any subsequent breach of the same or other provision hereof.

21.3 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all shall include the singular and plural.

21.4 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Lease or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Parties' employees, or any similar or dissimilar cause beyond the reasonable control of either party, provided, however, that the provisions of this Section 21.4 shall not operate to excuse Tenant, nor shall Tenant in any event be excused, from prompt payment of Base Rent or any other amounts due under this Lease.

21.5 Severability. In the event any provision of this Lease is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Lease, which shall remain in full force and effect and enforceable in accordance with its terms.

21.6 Entire Agreement; Amendments. This instrument contains the entire agreement between the Parties hereto with respect to the subject matter hereof. All representations, promises and prior or contemporaneous undertakings between such Parties are merged into and expressed in this instrument, and any and all prior agreements between such Parties are hereby canceled. The agreements contained in this instrument shall not be amended, modified, or supplemented except by a written agreement duly executed by both Landlord and Tenant.

21.7 Counterpart Execution; Facsimile Execution. This Lease may be executed in any number of counterparts with the same effect as if the Parties hereto had signed the same document. All counterparts will be construed together and shall constitute one lease. Signatures transmitted by facsimile shall have the same effect as original signatures.

21.8 Survival of Representations and Warranties. Except as specifically provided otherwise in this Lease, all representations and warranties herein shall survive the termination of this Lease for a period of one (1) year.

21.9 Use of Brokers. Landlord and Tenant each represent and warrant to the other that no broker, finder or other person has been involved in regard to this Lease and Landlord and Tenant shall each hold the other harmless from all damages (including reasonable attorneys' fees) resulting from any claims that may be asserted by any broker, finder or other person with whom Landlord or Tenant, as the case may be, has or purportedly has dealt.

21.10 No Partnership. By virtue of entering into this Lease, Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, or joint venturer, or a member of a joint enterprise with Tenant. By virtue of entering into this Lease, Tenant does not, in any way or for any purpose, become a partner of Landlord in the conduct of Landlord's business or otherwise, or joint venturer, or a member of a joint enterprise with Landlord.

21.11 Estoppel Certificates. Tenant shall, without charge, at any time and from time to time, within ten (10) days after written request by Landlord, deliver a written instrument to Landlord or any other person specified by Landlord, duly executed and acknowledged, certifying the following and such other matters as may be reasonably required by Landlord, including without limitation, current financial information relating to Tenant:

(A) That Tenant has accepted and is in possession of the Leased Premises.

(B) That this Lease is unmodified and in full force and effect or, if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification.

(C) Whether or not there are then existing any setoffs or defenses in favor of Tenant against the enforcement of any of the terms, covenants, and conditions of this Lease by Landlord and, if so, specifying the same, and also whether or not Landlord has observed and performed all of the terms, covenants, and conditions on the part of Landlord to be observed and performed and, if not, specifying same.

(D) The dates to which Base Rent and all other charges hereunder have been paid. Upon request of Tenant, Landlord shall provide similar confirmation.

(E) The amount of annual and monthly rent and the amount of the security deposit, if any.

It is expressly understood and agreed that any such statement may be relied upon by Landlord or any prospective encumbrancer of all or any portion of the Leased Premises. Tenant's failure to deliver such statement within such time shall constitute a default under this Lease. All financial information relating to Tenant shall be held in confidence and shall not be distributed beyond the persons specified in Landlord's request for such information.

21.12 Confidentiality.

(A) Landlord and Tenant agree to keep all aspects of (but not the existence of) this Lease confidential, and shall not disclose to any person other than the directors,

officers, employees, agents, advisors, affiliates, brokers, lenders, attorneys or accountants (collectively the "Representatives") of the Parties hereto on a need-to-know basis, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings or finances of the other party furnished directly or indirectly by such other party (collectively referred to as the "Confidential Information"). As used in this Lease, the term "Confidential Information" does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by either party or their Representatives); (ii) was available to either party on a non-confidential basis from a source other than a party to this Lease or its Representatives, provided that such source is not and was not bound by a confidentiality agreement with the party hereto; (iii) has been independently acquired or developed by either party or their Representatives without violating any of the obligations hereunder; or (iv) is required by law to be disclosed.

(B) In the event that either party or any of the Representatives receives notice of a legal request for disclosure of any of the Confidential Information (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process), the party receiving such notice ("Receiving Party") shall promptly notify the other party ("Notified Party") so that the Notified Party may seek a protective order or other appropriate remedy if it chooses to do so. Failure by the Notified Party to take action to seek a protective order or other remedy and to notify the Receiving Party of such action prior to the required disclosure date, shall be deemed a waiver of the provisions of this section. In the event that a protective order or other remedy is not obtained or that the Notified Party waives compliance with the provisions hereof, the Receiving Party shall exercise its best efforts to obtain a confidentiality agreement or protective order concerning the Confidential Information, and in the absence thereof, shall disclose only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required to be disclosed, or which is compelled by court order.

(C) In the event of any breach or threatened breach hereof, Landlord or Tenant, as the case may be, shall be entitled to equitable relief, including a temporary preliminary and permanent injunction and specific performance, in addition to all other remedies available to them at law or in equity. Landlord and Tenant shall each indemnify, defend (upon request) and hold harmless the other from any damage, loss, cost or liability (including legal fees and costs of enforcing this indemnity) arising out of or resulting from any unauthorized use by such party or its representatives of the Confidential Information or other action or conduct not permitted hereunder.

21.13 Holdover. If, at the expiration of the Term, Tenant continues to occupy the Leased Premises, with Landlord's written consent, such holding over shall not constitute a renewal of this Lease, but Tenant shall be a Tenant from month-to-month at 125% of the most recent Base Rent payable by Tenant hereunder, at Landlord's sufferance, and under the same terms and conditions as were in force and effect at the expiration of the Term (except only as to the Term), and except that in the event Tenant shall continue to occupy the Leased Premises after the expiration of the Term, without a duly executed extension agreement in writing having been entered into by and between Landlord and Tenant, then if Landlord shall suffer any damage, loss, cost or expense as a

result of such holdover, then Tenant, in addition to such Base Rent, shall pay the amount thereof to Landlord immediately on demand.

21.14 Waiver For Physical Injury.

(A) Except in the case of negligence or fraudulent conduct by Landlord or its agents, Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in, about, or upon the Leased Premises during the Term.

(B) Such waiver shall include but not be limited to claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair or any other capital improvement, replacement, repair or maintenance; (ii) injury done or occasioned by wind; (iii) any defect in or failure of plumbing, heating, or air conditioning equipment, electric wiring, gas, water and steam pipes, stairs, rail or walks; (iv) broken glass; (v) the backing up of any sewer pipe or washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Leased Premises; (vi) the escape of steam or hot water; (vii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Leased Premises; (viii) the falling of any fixture, plaster, drywall or stucco; and (ix) any act, omission or negligence of trespassers.

21.15 Priority.

(A) Landlord reserves the right to demand and obtain from Tenant a waiver of priority of Tenant's rights arising by virtue of the within leasehold estate, thereby subordinating Tenant's rights in favor of any mortgage loan, any mortgage lien, or any refinancing or replacing of a mortgage loan that Landlord may determine necessary or desirable from time to time; provided, however, that the lender shall recognize Tenant's rights in and under this Lease and confirm its right to quiet enjoyment in a non-disturbance agreement, provided that Tenant is at all times during the term of such mortgage in compliance with all conditions of this Lease. Tenant, upon demand by Landlord for the same, agrees to execute at any and all times such instruments as may be reasonably required by any lending institution or prospective first mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. If Tenant, within ten (10) days after submission of such instrument, fails to execute the same, Landlord is hereby authorized to execute the same as attorney-in-fact for Tenant. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust, Tenant shall attorn to the purchaser in any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. Tenant agrees, upon request of Landlord and/or Landlord's lender, to execute and deliver to Landlord and/or Landlord's lender a subordination, non-disturbance and attornment agreement.

(B) If the holder of a mortgage lien upon the Leased Premises shall succeed to the rights of Landlord under this Lease, whether through possession, foreclosure action, or delivery of a new deed, then at the request of such party so succeeding to Landlord's rights ("Successor-Landlord") and upon such Successor-Landlord's written agreement to accept

Tenant's attornment, Tenant shall attorn to and recognize Successor-Landlord as Tenant's Landlord under this Lease, and shall promptly execute and deliver any instrument that Successor-Landlord may reasonably request to evidence such attornment. Tenant hereby irrevocably appoints Landlord or Successor-Landlord attorney-in-fact of Tenant to execute and deliver such instrument on behalf of Tenant, should Tenant refuse or fail to do so within seven (7) days after request therefor. Upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor-Landlord and Tenant upon all of the terms, conditions, and covenants as are set forth in this Lease and shall be applicable after such attornment.

21.16 Liens. Tenant shall not do or suffer anything to be done whereby the Leased Premises, or any portion thereof, or any interest therein, may be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages or any other liens. Tenant shall, whenever and as often as any such liens are filed against the Leased Premises, or any portion thereof, purporting to be for labor or material furnished or to be furnished to Tenant, discharge the same of record within thirty (30) days after the date of filing by payment, bonding or otherwise, as provided by law. Tenant, upon reasonable notice and request in writing from Landlord, shall also defend for Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any such lien, Tenant shall pay, satisfy and discharge any judgments entered in such action, suit or proceeding and save harmless Landlord from any liability, claim or damage resulting therefrom. In the event of the default of Tenant in procuring the discharge, as aforesaid, of any such lien, Landlord may, with ten (10) days prior notice, procure such discharge and the expenses incurred by Landlord in obtaining such discharge shall be paid by Tenant as additional Rent within ten (10) days after notice from Landlord of the amount thereof.

21.17 Liability of Landlord. Notwithstanding anything herein stated to the contrary, the liability of Landlord for the failure of Landlord to perform any covenant, term or condition of this Lease on Landlord's part to be performed shall be limited solely to Landlord's interests in the Leased Premises, and neither Landlord nor its partners, general or limited, or its shareholders, as the case may be, shall have any personal liability for damages suffered by Tenant or anyone claiming through Tenant as a result of Landlord's default, Tenant hereby agreeing to look solely and exclusively to Landlord's interest in the Leased Premises as satisfaction of such damages.

21.18 Future Lender. The Parties hereby acknowledge that Landlord may obtain mortgage loan financing of the Facility at a future date. Tenant agrees to cooperate with Landlord in obtaining such financing, including, without limitation, providing financial and operating information, executing commercially reasonable documents requested by the mortgage lender, and complying with commercially reasonable requirements of the mortgage lender (compared to other long term care facility mortgage financing) with respect to the use and operation of the Facility. Without limiting the foregoing, Tenant agrees to amend this Lease pursuant to an "Addendum to Operating Lease" in form and substance as required by HUD (as defined in Section 22.1) in connection with any Mortgage Loan (as defined in Section 22.1) to be secured by the Leased Premises.

21.19 Compliance with Loan Documents. Tenant hereby agrees to comply with all covenants, conditions and obligations, including but not limited to all financial covenants, insurance requirements and financial reporting requirements which apply to the Tenant set forth

in those certain loan documents (the “Loan Documents”) entered into in connection with the loan from KeyBank National Association, as lender and agent for other lenders as may from time to time be party thereto, and Landlord dated as of the May 16, 2022. Tenant hereby agrees that all representations and warranties set forth in the Loan Documents that apply to the Tenant are and shall remain true and correct in all respects.

21.20 Article XLI Notice to Department of Health. Notwithstanding anything contained herein to the contrary, in compliance with the terms and provisions of subdivision (d) of Section 600.2 of Part 600 of Chapter IVA entitled “Hospital Establishment Rules” of Title 10 Official Compilation Codes, Rules and Regulations of the State of New York, it is agreed that the Landlord acknowledges that its rights of reentry into the Leased Premises set forth in this lease do not confer on it the authority to operate an adult day care or health related facility on the Leased Premises and agrees that it will give the New York State Department of Health, Tower Building, Empire State Plaza, Albany, New York 12237, notification by certified mail of its intent to re-enter the Leased Premises or to initiate dispossess proceedings or that the lease is due to expire at least 30 days prior to the date in which the Landlord intends to exercise a right of re-entry or to initiate such proceedings or at least 60 days before expiration of the term of the Lease. Upon receipt of notice from the Landlord of its intent to exercise its rights of re-entry or upon the service of process in dispossess proceedings and 60 days prior to the expiration of the term of the lease, Tenant will immediately notify by certified mail the New York State Department of Health, Tower Building, Empire State Plaza, Albany, New York 12237 of the receipt of such notice or service of such process or that the lease is about to expire.

21.21 Jewish Law. The following paragraph is included for purposes of ensuring the enforceability of this Lease and any related agreement under Jewish law. To the extent any term or provision of this paragraph is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

אנו מודים שקבלנו בקניין הראוי כל סעיף בחוזה הנ"ל ונספחיו וענייניו, לפי קנינו הראוי בקנין מעכשיו ובהתחייבות דלא כאסמכתא, ומבלי שאוכל ליפטר בשום טענה מיני אסמכתא או שום טענה שבעולם על כל האמור ובפני בית דין חשוב ודלא כטוספי דשטרי וכל לשונותזהתחייבות נעשו כתיקון חכמי הספרד שיהיה תוקף הן על פי דין תורה והן על פי חוקי המדינה ולא יפסול שטר זה לא בהסר ולא ביתיר ולא במחק וטשטוש וכל ההבטחות שיקבלו הצדדים על עצמם בהתחייבות גמורה מעכשיו ובאופן היותר מועיל ובקבלה על עצמם את שיטות הפוסקים הסוברים שיש תוקף להסכם אפילו לשיטת יחיד וכן להתחייבות בקנין לדבר שאין בו ממש ומחלו על אפשרות לטעון קים לי כהחולקים וכל התנאים נעשו כמשפטי התנאים ומאושרים בחתימתנו את האמור לעיל ומודים בזה שקבלנו את הבית דין הנ"ל כבורר בקנין הראוי ועלינו לבצע כל הוראה שיורה ויפסק לנו.

This will be given as an Iska partnership which shall be subject to the following terms: All profits and losses shall be shared equally between Landlord and Tenant; provided that nothing herein shall obligate Landlord to pay profits or losses to Tenant or share in any losses. In the event of claims of loss or profit, Tenant must verify any claim through a sworn oath or the testimony of two Halachically acceptable witnesses by Bais Din Vaad Hadin V'Horrah. In addition, Landlord may demand full access to all legal records, documents, financial statements or receipts that Landlord deems necessary to verify the claims of Tenant. It is agreed that if Tenant pays the amounts stated in this agreement, as payment for Landlord's share of profits, Landlord shall waive his right to demand verification of the results of the investment. Any additional profits shall belong solely to Tenant. This Iska clause shall override any clause in this agreement. Any mention of loans or

interest shall be interpreted as an Iska payments as mentioned above. Notwithstanding anything herein to the contrary, in the event that either (i) Landlord's mortgage lender shall become the Landlord under this Lease, (ii) there is a change of control or ownership of the Landlord due to the enforcement of remedies under any direct or indirect indebtedness or preferred equity investment of the direct or indirect owners of Landlord, then this Section 21.21 shall be terminated and of no further force and effect.

Tenant acknowledges and agrees that nothing contained in this Agreement in any way applies to, affects, is binding upon or imposes any obligations or restrictions on Landlord, the sums due and owing to Landlord under this Agreement and/or Landlord's rights and remedies under this Agreement, at law or in equity, and Landlord has not waived any term, provision, covenant or condition of this Agreement as a result of or in connection with this Section 21.21. Nothing contained herein shall be deemed to create a general or other partnership of any type or nature between the undersigned, Landlord and Tenant.

This Section 21.21 is solely for purposes of Rabbinical Law and the Tenant and Landlord acknowledge and agree that this Section 21.21 (i) does not constitute, and may not be used as, evidence of the parties' intent or agreement with respect to the terms, provisions, covenants or conditions of the transaction evidenced by this Agreement, (ii) may not be introduced against Landlord in any court or presented as a defense against Landlord in any court in respect of this Agreement or the Property, (iii) does not constitute a defense to the rights and remedies of Landlord under, or enforcement of, any of the provisions of this Agreement and (iv) shall not form the basis for any right or claim against Landlord in any action or proceeding whatsoever by, against or involving Landlord, Tenant or the Leased Premises.

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EXHIBIT AND SCHEDULE LIST

Exhibit A
Schedule 2.2(a)
Schedule 2.2(b)

Legal Description
Assumed Liabilities
Permitted Encumbrances

EXHIBIT A

Legal Description

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the corner formed by the intersection of the northerly side of Ashburton Avenue with the westerly side of Palisade Avenue;

RUNNING THENCE northerly along the westerly side of Palisade Avenue on a line forming an interior angle of 95 degrees 58 minutes 00 seconds with the northerly side of Ashburton Avenue, a distance of 272.28 feet to a point on the southerly line of land now or formerly of James Millward;

THENCE westerly along said last mentioned land, the following courses and distances:

1) On a line forming an interior angle of 93 degrees 27 minutes 00 seconds with the last mentioned course a distance of 60.00 feet; and

2) On a line forming an interior angle of 180 degrees 00 minutes 33 seconds with the last mentioned course, a distance of 328.93 feet to a point and land now or formerly of the Greyford Corporation;

THENCE in a general southerly, easterly and southerly direction along land now or formerly of the Greyford Corporation, along the easterly line of right of way and through the Old Croton Aqueduct, the following courses and distances:

1) On a line forming an interior angle of 93 degrees 12 minutes 47 seconds, a distance of 29.23 feet;

2) On a line forming an interior angle of 134 degrees 59 minutes 16 seconds with the last mentioned course, a distance of 24.20 feet;

3) On a line forming an exterior angle of 135 degrees 02 minutes 36 seconds with the last mentioned course, a distance of 80.95 feet;

4) On a line forming an interior angle of 103 degrees 02 minutes 00 seconds with the last mentioned course, a distance of 78.03 feet; and

5) On a line forming an exterior angle of 102 degrees 38 minutes 10 seconds, a distance of 152.18 feet, to the northerly side of Ashburton Avenue;

THENCE easterly along the northerly side of Ashburton Avenue, the following courses and distances:

1) On a line forming an interior angle of 84 degrees 17 minutes 10 seconds with last-mentioned course, a distance of 192.99 feet;

2) On a line forming an interior angle of 172 degrees 44 minutes 00 seconds, a distance of 138.92 feet to the point or place of BEGINNING.

EXCEPTING from the above described premises, the land acquired by the City of New York for the Old Croton Aqueduct.

NOTE: Being Section 2. Block(s) 2091, Lot(s) 70, Tax Map of the City of Yonkers, County of Westchester.

NOTE: Lot and Block shown for informational purposes only.

SCHEDULE 2.2(A)

Assumed Liabilities

1. Tenant's Proportionate Share of One-twelfth (1/12) of the real estate taxes which Landlord's mortgage lender declares as being the most current real estate tax amount owed, to be paid monthly in accordance with the Lease.
2. Tenant's Proportionate Share One-twelfth (1/12) of the property and hazard liability insurance premiums as required by Landlord's mortgage lender to satisfy all HUD and FHA requirements, if applicable, to be paid monthly in accordance with the Lease.

SCHEDULE 2.2(B)

Permitted Encumbrances

1. Taxes not yet due and payable.
3. those exceptions set forth in the Commitment for Title Insurance Issued by Madison Title Agency, as agent for Old Republic National Title Insurance Company, identified as MTANY-171040

**New York State Department of Health
 Certificate of Need Application
 Schedule 10 - Space & Construction Cost Distribution**

For all Full or Administrative review applications, except Establishment-Only applications. New Construction and Renovation must be entered on separate sheets (see instructions in line 43). Codes for completing this table are found in the Functional Codes Lookups sheet (see tab below).

Indicate if this project is: New Construction: **OR** Renovation:

Location				Description of Functional Code (enter Functional code in Column D, description appears here automatically)	Functional Gross SF	Construction Cost PER S.F. <i>Current</i> (un-escalated)	(F x G) Construction Cost TOTAL <i>Current</i> sch.8B col.A (un-escalated)	Alterations, Scope of work
Sub project	Building	Floor	Functional Code					
	1	1		ADHCP: General Construction	5,332	\$30.00	\$159,960	B
	1	1	965	Heating/Ventilation/Air Conditioning (HVAC)	5,332	\$8.50	\$45,322	B
	1	1	980	Sprinkler, Smoke/Fire	5,332	\$10.00	\$53,320	B
	1	1	967	Electrical System	5,332	\$5.00	\$26,660	B
Totals for Whole Project:					5,332	\$53.50	\$285,262	

**New York State Department of Health
 Certificate of Need Application
 Schedule 10 - Space & Construction Cost Distribution**

If additional sheets are necessary, go to the toolbar, select "Edit", select "Move or copy sheet", make sure the "create a copy" box is checked, and select this document as the destination for the copy then select "OK". An additional worksheet will be added to this spreadsheet

1. If New Construction is Involved, is it "freestanding?"	N/A	YES <input type="checkbox"/>	NO <input type="checkbox"/>
---	-----	------------------------------	-----------------------------

	Dense Urban	Other metropolitan or suburban	Rural
2. Check the box that best describes the location of the facilities affected by this project:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The section below must be filled out and signed by the applicant, applicant's representative, project architect, project engineer or project estimator.engineer,

SIGNATURE		DATE	
		10/12/2023	
PRINT NAME		TITLE	
David A Schlosser, AIA		Partner	
NAME OF FIRM			
Schopfer Architects LLP			
STREET & NUMBER			
1111 James Street			
CITY	STATE	ZIP	PHONE NUMBER
Syracuse	NY	13203	(315) 474-6501

New York State Department of Health
 Certificate of Need Application
 Schedule 11 - Moveable Equipment

For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review *

Table I: New Equipment Description

Sub project Number	Functional Code	Description of equipment, including model, manufacturer, and year of manufacturer where applicable.	Number of units	Lease (L) or Purchase (P)	Date of the end of the lease period	Lease Amount or Purchase Price
		N/A - no new equipment - existing equipment to be re-used				\$ -
Total lease and purchase costs: Subproject 1						
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						\$ -

Table 2 - Equipment being replaced:

List only equipment that is being replaced on a one for one basis. On the first line list the new equipment. On the second line list the equipment that is being replaced.

Sub project Number	Functional Code	Description of equipment, including model, manufacturer, and year of manufacturer where applicable.	Number of units	Disposition	Estimated Current Value
		Not Applicable			
Total estimated value of equipment being replaced: Subproject 1					
Total estimated value of equipment being replaced: Subproject 2					
Total estimated value of equipment being replaced: Subproject 3					
Total estimated value of equipment being replaced: Subproject 4					
Total estimated value of equipment being replaced: Subproject 5					
Total estimated value of equipment being replaced: Subproject 6					
Total estimated value of equipment being replaced: Subproject 7					
Total estimated value of equipment being replaced: Subproject 8					
Total estimated value of equipment being replaced: Whole Project:					0

**New York State Department of Health
Certificate of Need Application**

Schedule 13A

Schedule 13 A. Assurances from Article 28 Applicants

Article 28 applicants seeking combined establishment and construction or construction-only approval must complete this schedule.

The undersigned, as a duly authorized representative of the applicant, hereby gives the following assurances:

- a) The applicant has or will have a fee simple or such other estate or interest in the site, including necessary easements and rights-of-way sufficient to assure use and possession for the purpose of the construction and operation of the facility.
- b) The applicant will obtain the approval of the Commissioner of Health of all required submissions, which shall conform to the standards of construction and equipment in Subchapter C of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.
- c) The applicant will submit to the Commissioner of Health final working drawings and specifications, which shall conform to the standards of construction and equipment of Subchapter C of Title 10, prior to contracting for construction, unless otherwise provided for in Title 10.
- d) The applicant will cause the project to be completed in accordance with the application and approved plans and specifications.
- e) The applicant will provide and maintain competent and adequate architectural and/or engineering inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications.
- f) If the project is an addition to a facility already in existence, upon completion of construction all patients shall be removed from areas of the facility that are not in compliance with pertinent provisions of Title 10, unless a waiver is granted by the Commissioner of Health, under Title 10.
- g) The facility will be operated and maintained in accordance with the standards prescribed by law.
- h) The applicant will comply with the provisions of the Public Health Law and the applicable provisions of Title 10 with respect to the operation of all established, existing medical facilities in which the applicant has a controlling interest.
- i) The applicant understands and recognizes that any approval of this application is not to be construed as an approval of, nor does it provide assurance of, reimbursement for any costs identified in the application. Reimbursement for all cost shall be in accordance with and subject to the provisions of Part 86 of Title 10.

Date



Signature:

Solomon Klein

Name (Please Type)

Member

Title (Please type)

**New York State Department of Health
Certificate of Need Application**

Schedule 13 B-1. Staffing

See "Schedules Required for Each Type of CON" to determine when this form is required. Use the "Other" categories for providers, such as dentists, that are not mentioned in the staff categories. If a project involves multiple sites, please create a staffing table for each site.

Total Project Subproject number

A		B	C	D
		Number of FTEs to the Nearest Tenth		
Staffing Categories		Current Year* 2023	First Year Total Budget:	Third Year Total Budget:
1.	Management & Supervision	1.0	1.0	1.0
2.	Technician & Specialist	-	-	-
3.	Registered Nurses	1.0	1.0	1.0
4.	Licensed Practical Nurses	1.0	1.0	1.0
5.	Aides, Orderlies & Attendants	1.0	1.0	1.0
6.	Physicians	-	-	-
7.	PGY Physicians	-	-	-
8.	Physicians' Assistants	-	-	-
9.	Nurse Practitioners	-	-	-
10.	Nurse Midwife	-	-	-
11.	Social Workers and Psychologist**	-	-	-
12.	Physical Therapists and PT Assistants	-	-	-
13.	Occupational Therapists and OT Assistants	-	-	-
14.	Speech Therapists and Speech Assistants	1.0	1.0	1.0
15.	Other Therapists and Assistants	1.0	1.0	1.0
16.	Infection Control, Environment and Food Service	-	-	-
17.	Clerical & Other Administrative	-	-	-
18.	Other Driver	1.0	1.0	1.0
19.	Other	-	-	-
20.	Other	-	-	-
21.	Total Number of Employees	7.0	7.0	7.0

*Last complete year prior to submitting application

**Only for RHCF and D&TC proposals

***FTEs are as of year end 2019

Describe how the number and mix of staff were determined:

The number and mix of staff were determined based on the experience of the applicant in providing the services outlined in this application. The applicant does not anticipate any changes in staffing as a direct result of this application.

**New York State Department of Health
Certificate of Need Application**

**Schedule 13 B-2. Medical/Center Director and Transfer Agreements
N/A**

All diagnostic and treatment centers and midwifery birth centers should complete this section when requesting a new location. DTCs are required to have a Medical Director who is a physician. MBCs may have a Center Director who is a physician or a licensed midwife.

Medical/Center Director	
Name of Medical/Center Director:	
License number of the Medical/Center Director	

	Not Applicable	Title of Attachment	Filename of attachment
Attach a copy of the Medical/Center Director's curriculum vitae	<input type="checkbox"/>		

Transfer & Affiliation Agreement	
Hospital(s) with which an affiliation agreement is being negotiated	
<ul style="list-style-type: none"> ○ Distance in miles from the proposed facility to the Hospital affiliate. 	
<ul style="list-style-type: none"> ○ Distance in minutes of travel time from the proposed facility to the Hospital affiliate. 	
<ul style="list-style-type: none"> ○ Attach a copy of the letter(s) of intent or the affiliation agreement(s), if appropriate. 	N/A <input type="checkbox"/> Attachment Name:
Name of the nearest Hospital to the proposed facility	
<ul style="list-style-type: none"> ○ Distance in miles from the proposed facility to the nearest hospital. 	
<ul style="list-style-type: none"> ○ Distance in minutes of travel time from the proposed facility to the nearest hospital. 	

Schedule 13 C. Annual Operating Costs

See "Schedules Required for Each Type of CON" to determine when this form is required. One schedule must be completed for the total project and one for each of the subprojects. Indicate which one is being reported by checking the appropriate box at the top of the schedule.

Use the below tables or upload a spreadsheet as an attachment to this Schedule that matches the structure of the tables (Attachment Title:) to summarize the first and third full year's total cost for the categories, which are affected by this project. The first full year is defined as the first 12 months of full operation after project completion. Year 1 and 3 should represent projected total budgeted costs expressed in current year dollars. Additionally, you must upload the required attachments indicated below.

Required Attachments

	Title of Attachm	Filename of Attachment
1. In an attachment, provide the basis for determining budgeted expenses, including details for how depreciation and rent / lease expenses were calculated.	Sch 13 Attachment	N/A
2. In a separate attachment, provide the basis for interest cost. Separately identify, with supporting calculations, interest attributed to mortgages and working capital	N/A	N/A

Total Project or Subproject Number

Table 13C - 1

	a	b	c
Categories	Current Year	Year 1 Total Budget	Year 3 Total Budget
Start date of year in question:(m/d/yyyy)	2022	5/1/2024	5/1/2026
1. Salaries and Wages	290,086	290,086	290,086
1a. FTEs	7.0	7.0	7.0
2. Employee Benefits	43,680	43,680	43,680
3. Professional Fees	37,541	35,664	32,187
4. Medical & Surgical Supplies	3,418	3,247	2,930
5. Non-med., non-surg. Supplies	16,506	15,681	14,152
6. Utilities	118,980	113,031	102,011
7. Purchased Services	139,041	132,089	119,211
8. Other Direct Expenses	745,949	708,652	605,000
9. Subtotal (total 1-8)	1,395,201	\$ 1,342,130	\$ 1,209,257
10. Interest (details required below)	1,471	1,397	1,261
11. Depreciation (details required below)	-	15,875	15,875
12. Rent / Lease (details required below) *	230,186	240,000	240,000
13. Total Operating Costs	1,626,858	\$ 1,599,402	\$ 1,466,393

Expenses were determined based on the experience of the applicant in providing the services proposed in this Application. The applicant is anticipating a reduction in non-salary operating expenses as a result of becoming more efficient and by value-engineering certain vendor relationships that will reduce overhead expenses, which will result in the ADHCP becoming leaner and more efficient.

* Please refer to the lease documentation under the Schedule 9 Attachment
 DOH 155-D
 (06/2020)

Table 13C - 2

	a	b	c
Inpatient Categories	Current Year	Year 1 Total Budget	Year 3 Total Budget
Start date of year in question:(m/d/yyyy)	N/A Outpatient Project Only		
1. Salaries and Wages			
1a. FTEs			
2. Employee Benefits			
3. Professional Fees			
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses			
9. Subtotal (total 1-8)			
10. Interest (details required below)			
11. Depreciation (details required below)			
12. Rent / Lease (details required below)			
13. Total Operating Costs			

Table 13C - 3

	a	b	c
Outpatient Categories	Current Year	Year 1 Total Budget	Year 3 Total Budget
Start date of year in question:(m/d/yyyy)	2022	5/1/2024	5/1/2026
1. Salaries and Wages	290,086	290,086	290,086
1a. FTEs	7.0	7.0	7.0
2. Employee Benefits	43,680	43,680	43,680
3. Professional Fees	37,541	35,664	32,187
4. Medical & Surgical Supplies	3,418	3,247	2,930
5. Non-med., non-surg. Supplies	16,506	15,681	14,152
6. Utilities	118,980	113,031	102,011
7. Purchased Services	139,041	132,089	119,211
8. Other Direct Expenses	745,949	708,652	605,000
9. Subtotal (total 1-8)	\$ 1,395,201	\$ 1,342,130	\$ 1,209,257
10. Interest (details required below)	1,471	1,397	1,261
11. Depreciation (details required below)	-	15,875	15,875
12. Rent / Lease (details required below)	230,186	240,000	240,000
13. Total Outpatient Operating Costs	\$ 1,626,858	\$ 1,599,402	\$ 1,466,393

Any approval of this application is not to be construed as an approval of any of the above indicated current or projected operating costs. Reimbursement of any such costs shall be in accordance with and subject to the provisions of Part 86 of 10 NYCRR. Approval of this application does not assure reimbursement of any of the costs indicated therein by payers under Title XIX of the Federal Social Security Act (Medicaid) or Article 43 of The State Insurance Law or by any other payers.

New York State Department of Health Certificate of Need Application

Schedule 13 D: Annual Operating Revenues

See “Schedules Required for Each Type of CON” to determine when this form is required. If required, one schedule must be completed for the total project and one for each of the subprojects. Indicate which one is being reported by checking the appropriate box at the top of the schedule.

Use the below tables or upload a spreadsheet as an attachment to this Schedule (Attachment Title:) to summarize the current year’s operating revenue, and the first and third year’s budgeted operating revenue (after project completion) for the categories that are affected by this project.

Table 1. Enter the current year data in column 1. This should represent the total revenue for the last complete year before submitting the application, using audited data. Project the first and third year’s total budgeted revenue in current year dollars

Tables 2a and 2b. Enter current year data in the appropriate block. This should represent revenue by payer for the last complete year before submitting the application, using audited data.

Indicate in the appropriate blocks total budgeted revenues (i.e., operating revenues by payer to be received during the first and third years of operation after project completion). As an attachment, provide documentation for the rates assumed for each payer. Where the project will result in a rate change, provide supporting calculations. For managed care, include rates and information from which the rates are derived, including payer, enrollees, and utilization assumptions.

The Total of Inpatient and Outpatient Services at the bottom of Tables 13D-2A and 13D-2B should equal the totals given on line 10 of Table 13D-1.

Required Attachments

	N/A	Title of Attachment	Filename of Attachment
1. Provide a cash flow analysis for the first year of operations after the changes proposed by the application, which identifies the amount of working capital, if any, needed to implement the project.	<input type="checkbox"/>	Sch 5 Att.	
2. Provide the basis and supporting calculations for all utilization and revenues by payor.	<input type="checkbox"/>	Sch 13	
3. Provide the basis for charity care revenue assumptions used in Year 1 and 3 Budgets ((Table 13D-2B). <i>If less than 2%, provide a reason why a higher level of charity care cannot be achieved and remedies that will be implemented to increase charity care.</i>	<input type="checkbox"/>	Sch 13	

**New York State Department of Health
Certificate of Need Application**

Schedule 13D

Table 13D - 1

	a	b	c
Categories		Year 1 Total Revenue Budget	Year 3 Total Revenue
Start date of year in question:(m/d/yyyy)	2022	5/1/2024	5/1/2026
1. Inpatient Services	-	-	-
2. Outpatient Services	\$ 1,273,829	\$ 1,337,521	\$ 1,474,617
3. Ancillary Services	-	-	-
4. Total Gross Patient Care Services Rendered	\$ 1,273,829	\$ 1,337,521	\$ 1,474,617
5. Deductions from Revenue	-	-	-
6. Net Patient Care Services Revenue	\$ 1,273,829	\$ 1,337,521	\$ 1,474,617
7. Other Operating Revenue (Identify sources)	-	-	-
	-	-	-
	-	-	-
	-	-	-
	-	-	-
8. Total Operating Revenue (Total 1-7)	\$ 1,273,829	\$ 1,337,521	\$ 1,474,617
9. Non-Operating Revenue	-	-	-
10. Total Project Revenue	\$ 1,273,829	\$ 1,337,521	\$ 1,474,617

NOT APPLICABLE - OUTPATIENT PROJECT ONLY

Table 13D – 2A
Various inpatient services may be reimbursed as discharges or days. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.
Patient Days or Patient Discharges

Inpatient Services Source of Revenue		Total Current Year			First Year Total Budget			Third Year Total Budget		
		(A) Patient Days or discharges	Net Revenue		(C) Patient Days or discharges	Net Revenue		(E) Patient Days or discharges	Net Revenue	
			(B) Dollars (\$)	\$ per Patient Day or discharge (B)/(A)		(D) Dollars (\$)	\$ per Patient Day or discharge (D)/(C)		(F) Dollars (\$)	\$ per Patient Days or discharges (F)/(E)
Commercial	Fee for Service									
	Managed Care									
Medicare	Fee for Service									
	Managed Care									
Medicaid	Fee for Service									
	Managed Care									
Private Pay										
OASAS										
OMH										
Charity Care										
Bad Debt										
All Other										
Total*										

**New York State Department of Health
Certificate of Need Application**

**Schedule 13
Attachment**

Yonkers Gardens Center for Nursing and Rehabilitation

Depreciation Schedule

Yonkers Gardens LLC

Relocate an existing Adult Day Health Care Program (ADHCP)

CALCULATION OF DEPRECIATION

	<u>Amount</u>	<u>Depreciation Life</u> <u>(in Years)</u>	<u>Depreciation Amount</u>
Renovations/Other:	396,874	25	15,875
Total:	\$396,874		\$15,875

Schedule 19 A - Adult Day Health Care Programs - Program Information

Please Refer to the Project Narrative under Schedule 1 Attachment for Additional Detail

Required for applications to add or expand the ADHCP service or add or change the physical location where the service will be offered.

COMMUNITY

- How does your program/service proposal fit into the existing array of services available in the health and social services area?

Yonkers Gardens LLC doing business as Yonkers Gardens Center for Nursing and Rehabilitation (Yonkers) is an existing, 200-bed Residential Health Care Facility (RHCF), which also has an offsite 48-slot Adult Day Health Care Program (Yonkers ADHCP). Yonkers and Yonkers ADHCP are located on the campus of St. Joseph's Medical Center at 115 South Broadway, Yonkers (Westchester County), New York 10701 and 81 South Broadway, Yonkers (Westchester County), New York 10701 (less than 1,000 feet or one (1) minute away from Yonkers RHCF), respectively. Yonkers is submitting this Administrative Review Certificate of Need (C.O.N.) Application seeking approval to relocate its existing ADHCP to a different offsite location due to the expiration of the existing lease agreement and the landlord's stated intention to repossess the existing site of Yonkers ADHCP. Yonkers has identified a suitable space to relocate the Yonkers ADHCP to the ground floor of a building on the campus wherein the Palisade Gardens Adult Home (Operating Certificate Number: 800-F-971) and the Regency Extended Care Center (Operating Certificate Number: 5907315N; PFI No. 1103) are currently operating. The new location for the Yonkers ADHCP will be 185 Palisade Avenue, Yonkers (Westchester County), New York 10703, which is approximately one (1) mile or seven (7) minutes' travel time from the Yonkers ADHCP's current location.

Prior to the COVID-19 Public Health Emergency (PHE), the average daily census of the Yonkers ADHCP was 40-42 registrants per day, or approximately 85% occupancy. The program was closed due to the COVID-19 PHE from March 7, 2020 through July 7, 2021. Since that time, the average occupancy of the ADHCP has steadily increased from approximately 30% occupancy in 2021 to 49% occupancy in 2022 to approximately 54% occupancy in 2023. The applicant expects this trend to continue at the new site as the community continues to become more comfortable with accessing the services of the program post COVID-19 PHE. As depicted on Schedule 13D, Yonkers is conservatively forecasting 6,518 visits in Year 1 of this project (approximately 56% occupancy) and 7,187 visits in Year 3 of this project (approximately 61% occupancy).

Due to the size of the space available at the Palisade Gardens site, the Yonkers ADHCP capacity will be reduced from 48 slots to 45 slots. Other than the slight reduction in the number of slots due to space availability and a location approximately one (1) mile from the existing site, Yonkers does not anticipate any change to its ADHCP program or staffing and plans to continue to serve the same community it has been serving for years; therefore, there will be no negative impact to health equity or access; in fact, this project will preserve access to Medicaid recipients (this is a 100% Medicaid ADHCP). If this project cannot be effectuated in a timely manner, the Yonkers ADHCP is at risk of closing permanently due to the landlord repossess issue.

**New York State Department of Health
Certificate of Need Application**

Schedule 19A

- Provide an accurate depiction of current available services and service gap analysis or marketing study.

There is no proposed change in ADHCP services, other than the relocation to the new site described above and the slight decrease in the number of slots; the ADHCP will continue to be located in Yonkers.

- What are the current transportation considerations in your community/service area/catchment area affecting consumers or consumers' friends and families access your program/service? How do you propose to address these? How will you know if you are successful?

Yonkers ADHCP will continue to provide transportation, as needed, and it is expected that most registrants will be able to arrange their own transportation to the new site of the Yonkers ADHCP. It is anticipated that the registrants will utilize the same means of transportation they have been using for years to access the new site of the ADHCP. Furthermore, Westchester County has multiple methods of transportation, including local buses, Bee Line Bus shuttles and an express bus between Westchester County and Manhattan. The new site of the ADHCP will be located near major highways.

- What linkages have you developed with other community service providers that will complement, support and/or supplement the total needs, e.g. housing, social, environmental or medical supports for your proposed client base? How will you maintain current information of this nature for consumers? How will you educate program staff on new program initiatives?

Yonkers will continue to utilize the current community resources, including Office for People with Developmental Disabilities (OPWDD), New York State Office of Mental Health (OMH) and patients discharged from local hospitals who qualify to receive non-institutional services from Yonkers ADHCP. Staff will reach out to hospital discharge planners, nursing home social workers, senior citizen centers, meals-on-wheels programs, management staff at HUD and New York State Division of Housing and Community Renewal housing sites and the staff at Westchester County's Offices for Aging and Social Services to let them know about the change in location.

- What local planning processes have been required for your proposal?

This application proposes a relocation of an existing ADHCP due to a landlord repossession situation. Please refer to the Project Narrative under the Schedule 1 Attachment for additional details.

- What specific population will you serve? How does it match the demographic need in your service area and the desires of consumers?

The Yonkers ADHCP provides services to the functionally impaired, needing preventive, diagnostic, rehabilitative or palliative services, all of whom are elderly persons residing in Westchester County, who can remain independent in their own communities for as long as possible if enough appropriate health care and supportive services can be provided. ADHCPs offer cost-effective, less-restrictive, long-term care services which allow people with illnesses and disabilities to continue to live at home. Based on the 2021 Census Bureau, it was estimated that approximately 29.2% (or 50,520 individuals) of those age 65 and over in Westchester County live with a disability. It was also estimated that of the 65-and-over population living in Westchester County, 7.4% (or 12,864 individuals) had a self-care disability and 13.5% (or 20,701 individuals) had an independent living disability. Persons with self-care disabilities and independent living disabilities have difficulty with physical activities such as walking, climbing stairs, reaching, lifting or carrying. People with such limitations often have difficulty performing activities of daily living without some form of assistance and many people have more than one (1) disability. The availability of community-based services such as an ADHCP allows elderly residents to remain at home and delay, or avoid altogether, the need for long-term institutionalization in a RHCF. Given the significant amount of elderly people currently living with disabilities in Westchester County,

**New York State Department of Health
Certificate of Need Application**

Schedule 19A

Yonkers will focus on this group as it endeavors to fill any of its remaining available ADHCP slots upon implementation of this project.

- How does your program/service fit into the community's long-range plan? Please document the local source for this information. How will you evaluate continued effectiveness of your program?

The effectiveness of the program is measured through feedback from registrants, staff and caregiver/family, satisfaction surveys (which are administered on an ongoing basis) and the Quality Improvement process.

CONSUMER

- How did you determine this service meets "consumer needs" in the proposed service area/catchment area? How will you incorporate consumers in planning, implementation and ongoing operation of the program/service?

ADHCPs represent an important resource for respite care, emphasizing rehabilitation, restorative care, socialization and organized activities that can improve the quality of life for the registrant in the program, as well as family caregivers. The ADHCP currently utilizes a Satisfaction Survey for feedback from consumers. Additionally, a support group for registrants and caregivers/families is conducted by the Social Worker employed by Yonkers.

- Will you include active consumer involvement in advisory committees or boards?

The program utilizes a Satisfaction Survey which receives input from the consumers.

- Given the consumer alternatives and choices currently available in your community service area, why would consumers want your proposed program and/or service?

ADHCPs tend to be the preferred alternative for long-term care because they provide the necessary health care and social support, provide opportunities for friendships, decrease isolation and keep families together longer. Services are provided in a cost-effective manner. The Yonkers ADHCP is an important resource for respite care, emphasizing rehabilitation, restorative care, socialization and organized activities, all geared toward improving the quality of life for the registrant and family caregiver. Yonkers provides traditional ADHCP services and is integrated with the facility's short-term rehabilitation program, which focuses on returning residents to the community after a period of intensive rehabilitation at the facility.

- Education: how will consumers know about your service? What specific information and referral information will be available to assist consumers in making informed decisions on the services they need?

Staff will reach out to hospital discharge planners, nursing home social workers, senior citizen centers, meals-on-wheels programs, management staff at HUD and New York State Division of Housing and Community Renewal housing sites and the staff at Westchester County's Offices for Aging and Social Services to let them know about the change in location.

PROGRAM/SYSTEM

- Provide a statement of program philosophy and objectives.

The program operates under a philosophy that assures that all registrants receive the services they require, at the appropriate time, in the proper setting, and under the highest quality standards possible in accordance with all rules and regulations of 10 NYCRR Sections 710.1, 711.5 and 713-2.13, as well as Part 425.

New York State Department of Health
Certificate of Need Application

Schedule 19A

- Describe the projected registrant profile, e.g., characteristics of the registrant population to be served; include specialty populations, if any.

The typical registrant profile is a senior adult who needs supervision and assistance during the day, is at risk for nursing home placement and, based on a recommendation from the registrant's physician or the ADHCP medical director, could benefit from the health, social and other supportive services offered through an ADHCP.

- Describe registrant needs based upon the proposed registrant population.

The typical registrant is one who can benefit from an ADHCP, needs at least one (1) visit per week to the program, requires the program's services for at least 30 days or more and is able to participate in the program for at least five (5) hours per day. During the time at the ADHCP, the registrant may need access to medical services, nursing services, care management, skilled therapies, recreational therapy services and other services.

- Identify the location of the program, days and hour the program will operate and program capacity. Program capacity means the number of registrants that a program can accommodate at one time based on factors such as availability of staff, furniture and equipment, and the number and size of the rooms used for the program.

Yonkers will operate an off-site 45-slot ADHCP located at 185 Palisade Avenue, Yonkers (Westchester County), New York 10703. This location will be designed to accommodate 45 registrants and has program space of approximately 6,823 square feet and provides a single session, five (5) days per week (Monday through Friday) from 8:00 am to 4:00 pm.

- Consistent with the requirements in 10 NYCRR 425, provide a complete plan for programs and services to meet the needs of the registrants. This plan must address all services required by regulation (e.g., nursing, food and nutrition, rehabilitation, leisure time activities, etc.) and for each:
 - Goals and objectives of program/service as stated in the registrant care plan.
 - Function and activities involved.
 - Unique characteristics of each.
 - Relationship between services.
 - Resources needed, e.g., staffing, special equipment.
 - With regard to the organization and administration of the program include:
 - Admission and discharge criteria and policies.
 - Acknowledgment that a registrant care plan will be developed and updated in accordance with regulatory standards.
 - Acknowledgment that all required registrant review and evaluations will be undertaken on a timely basis.
 - A statement that the Registrant Review Instrument (DOH Form 2667) will be utilized for all registrant screenings and evaluations.
 - Job descriptions of personnel involved in the program and their qualifications.

Is a Program and Service Plan attached? Yes No **This is a relocation of an existing ADHCP to a new site. Yonkers ADHCP will deploy its existing plan for programs and services to meet the needs of the registrants consistent with the requirements in 10 NYCRR Part 425 at the new site.**

Please provide the title and filename of this plan:	N/A
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- For facility based programs provide a description of the services to be shared between the nursing home and the adult day health care program. Explain how the nursing home will be

**New York State Department of Health
Certificate of Need Application**

Schedule 19A

able to provide these services without adversely affecting the provision of services to its resident population.

Upon approval of this C.O.N. Application and relocation plan, the 45-slot ADHCP (reduced from current 48 slots) will be relocating off-site to 185 Palisade Avenue, Yonkers (Westchester County), New York 10703. Yonkers ADHCP will deploy its existing plan for programs and services to meet the needs of the registrants consistent with the requirements in 10 NYCRR Part 425 at the new site.

- For off-site programs explain how services will be provided on the off-site campus.

This application proposes a relocation of an existing offsite ADHCP to a different offsite location due to a landlord repossess situation. Please refer to the Project Narrative under the Schedule 1 Attachment for additional details. The program is fully operational and fully staffed.

- How will you evaluate program/service effectiveness? What consumer satisfaction measure will you employ?

The effectiveness of the program is measured through feedback from registrants, staff and caregiver/family, satisfaction surveys (which are administered on an ongoing basis), the Quality Improvement process and a support group conducted by the Social Worker employed by Yonkers ADHCP.

- How do you propose to address cultural, rural vs. urban and/or ADA considerations in the design and operation of your program/service?

The ADHCP will be housed in spaces designed specifically to comply with applicable codes for such programs. ADA considerations were an important element when the spaces were designed, including registrant drop-off area, reception, activities, dining and bathrooms. Multi-lingual staff is available, if needed. Westchester County has multiple methods of transportation, including local buses, Bee Line Bus shuttles and an express bus between Westchester County and Manhattan. The ADHCP will be located near major highways.

ENVIRONMENT – PLEASE REFER TO THE SCHEDULE 6 ATTACHMENTS

- All applicants will be required to submit an architectural plan and narrative that identifies the proposed adult day health care program area in conformance with 10 NYCRR 711.5 and 713-2.13, and that:
 - Demonstrate that the program will be located in a self-contained contiguous space (except for shared therapy areas in on-site programs).
 - Demonstrate how the adult day health care program space relates to the facility (for on-site programs).
 - Demonstrate that there will be adequate activity and dining areas to accommodate the proposed registrant population.
 - Identifies all occupants of the building, if any (for off-site location).
- Treatment areas and/or other spaces that support the facility's resident population shall not be located within designated adult day health care program space.

Is an Architectural plan attached? Yes No

Please provide the title and filename of this plan:	PLEASE REFER TO THE SCHEDULE 6 ATTACHMENTS
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WORKFORCE

- How will you evaluate program/service effectiveness? What consumer satisfaction measures will you employ?

Program/service effectiveness and consumer satisfaction measures are important elements of the ongoing Quality Improvement process. Yonkers ADHCP will deploy its existing plan for programs and services to meet the needs of the registrants consistent with the requirements in 10 NYCRR Part 425 at the new site.

- How do you propose to address cultural, rural vs. urban and/or ADA considerations in the design and operation of your program/service?

The ADHCP will be housed in space designed specifically to comply with applicable codes for such programs. ADA considerations were an important element when the spaces were designed, including registrant drop-off area, reception, activities, dining and bathrooms. Multi-lingual staff is available, if needed. Westchester County has multiple methods of transportation, including local buses, Bee Line Bus shuttles and an express bus between Westchester County and Manhattan. The ADHCP will be located near major highways.

- What is the current availability of professional/paraprofessional workers to staff your proposal? Who are the competing employers? What will you do to successfully compete? Include training, recruitment and transportation

The ADHCP is currently staffed adequately. All staff will be transferred to the new site of the ADHCP.

- Strategies. How do you coordinate with Department of Labor or any other local workforce initiatives?

The applicant is a longstanding employer and will continue to participate with local Department of Labor and other workforce initiatives.

- What measures will you adopt to promote retention of specific categories of your workforce?

Yonkers ADHCP will continue to have competitive salary, wage and benefit plans, career ladders and staff training and development programs to reduce staff turnover.

- What is the impact of opening/expanding your program on the workforce of other health care providers in the community? How will you minimize any adverse impact?

The ADHCP is currently staffed adequately. All staff will be transferred to the new site of the ADHCP. There will be no impact on the workforce of other health care providers in the community.

Schedule 19 B. Adult Day Health Care Programs - Staffing and Program Information.

1. Indicate the maximum number of registrants who will be attending the program during a scheduled program session. This figure should not be confused with "enrollment", which is usually greater than the program capacity. Program capacity means the number of registrants that a program can accommodate at one time based on factors such as availability of staff, furniture and equipment, and the number and size of the rooms used for the program

The new site of the Yonkers ADHCP will have 45 slots. Prior to the COVID-19 Public Health Emergency (PHE), the average daily census of the Yonkers ADHCP was 40-42 registrants per day, or approximately greater than 85% occupancy. The program was closed due to the COVID-19 PHE from March 7, 2020 through July 7, 2021. Since that time, the average occupancy of the ADHCP has steadily increased from approximately 30% occupancy in 2021 to 49% occupancy in 2022 to approximately 54% occupancy in 2023. The applicant expects this trend to continue at the new site as the community continues to become more comfortable with accessing the services of the program. As depicted on Schedule 13D, Yonkers ADHCP is conservatively forecasting 6,518 visits in Year 1 of this project (approximately 56% occupancy) and 7,187 visits in Year 3 of this project (approximately 61% occupancy). Yonkers' goal for the continued operation of the ADHCP is to ensure that individuals who can be retained in their home environment can do so within their own community, without having to leave the security and familiarity of faces and friends to find the necessary services and resources essential for maintaining ongoing independence.

2. Specify the days of the week the program will be operating and include daily operating hours.

The ADHCP will operate Monday-Friday, 8:00 am to 4:00 pm.

3. Specify whether the program will be located on-site (i.e., within the main building housing the residential health care facility, in an addition to this building, or in a separate building on the main campus) or off-site in a distant location away from the facility.

Yonkers has identified a suitable space to relocate the Yonkers ADHCP on the ground floor of a building on the campus where both the Palisade Gardens Adult Home (Operating Certificate Number: 800-F-971) and the Regency Extended Care Center (Operating certificate: 5907315N; PFI No. 1103) are currently operating. The new location for the Yonkers ADHCP will be 185 Palisade Avenue, Yonkers (Westchester County), New York 10703, which is approximately one (1) mile or seven (7) minutes' travel time from the Yonkers ADHCP's current location.

4. Provide the primary diagnoses of the target group to be served by the adult day health care program. Keep in mind that only individuals with a medical primary diagnosis are eligible for admission to an adult day health care program.

The Yonkers ADHCP provides services to the functionally impaired, needing preventive, diagnostic, rehabilitative or palliative services, all of whom are elderly persons residing in Westchester County, who can remain independent in their own communities for as long as possible if enough appropriate health care and supportive services can be provided. ADHCPs offer cost-effective, less-restrictive, long-term care services which allow people with illnesses and disabilities to continue to live at home.

5. Indicate whether children (e.g., anyone less than 16 years old) will be admitted to the program. When answering this section provide the number of children by age.

No children will be admitted to the program.

6. Specify the projected number of program registrants who are diagnosed with AIDS or who

**New York State Department of Health
Certificate of Need Application**

Schedule 19B

are HIV positive.

N/A

7. Indicate whether meals will be cooked on-site or off-site.

Meals will be cooked on-site by Nutrition Management.

8. Specify whether the operator of the adult day health care program or an outside vendor will provide transportation services for program registrants.

Yonkers ADHCP will continue to provide transportation, as needed, and it is expected that most registrants will be able to arrange their own transportation to the new site of the Yonkers ADHCP. It is anticipated that the registrants will utilize the same means of transportation they have been using for years to access the new site of the ADHCP. Furthermore, Westchester County has multiple methods of transportation, including local buses, Bee Line Bus shuttles and an express bus between Westchester County and Manhattan. The new site of the ADHCP will be located near major highways.

9. Indicate whether professional dental staff will be providing evaluation and treatment at the program site.

N/A

10. Include other programs and/or businesses that will be utilizing space within the building that houses the adult day health care program.

No other services or providers will occupy space within the ADHCP.

11. Provide the projected number of skilled physical therapy treatment sessions rendered to program registrants each day.

As needed.

12. Provide the projected number of skilled occupational therapy treatment sessions rendered to program registrants each day.

As needed.

13. In the following table, include a daily staffing plan in full time equivalents by job title.

Table 19B-1 Daily Staffing Plan

Reflects Current Year; please see Schedule 13B for projections for Years 1 and 3.

Job Title:	Daily staffing in FTEs
Program Director	1.0
Registered Nurse	1.0
Licensed Practical Nurse	1.0
Program Aides (Certified Nurses Aides)	1.0
Social Worker	*
Medical Director	Contract
Psychologist	*
Recreational Therapist	1.0
Physical Therapist	*
Occupational Therapist	*
Speech Therapist	*
Dietitian	Contract

**New York State Department of Health
Certificate of Need Application**

Schedule 19B

Job Title:		Daily staffing in FTEs
	Housekeeper	Contract
	Recreational Therapist	1.0
	Driver	1.0
Other (Specify)		

*These services are provided as needed by existing staff of the nursing home.

**New York State Department of Health
Certificate of Need Application**

**Schedule 19
Attachment**

Yonkers Gardens Center for Nursing and Rehabilitation

Separate and Distinct Statement

**RE: Yonkers Gardens LLC doing business as Yonkers Gardens Center for Nursing and Rehabilitation
(Westchester County)
Relocate an existing ADHCP due to the expiration of the existing lease agreement and the landlord's stated intention to repossess the existing site**

Applicant Confirmations:

- Yonkers Gardens LLC will put in place signage to denote that the ADHCP is separate and distinct from any other entity within the same building at 185 Palisade Avenue, Yonkers (Westchester County), New York 10703. This will be accomplished by clearly identifying the ADHCP with its own logo and signage.
- The staffing at the ADHCP will be separate and distinct from any other entity at the location.
- Yonkers Gardens LLC confirms that the ADHCP will be located in a self-contained space in a building located at 185 Palisade Avenue, Yonkers (Westchester County), New York 10703.
- Yonkers Gardens LLC confirms that the ADHCP will be used exclusively for the purpose stated in this Application.