

Schedule 1

All CON Applications

Contents:

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New York State Department of Health Certificate of Need Application

Schedule 1

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:

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
	6/2/2025
PRINT OR TYPE NAME	TITLE
Christopher Jordan	SVP Hospital Operations

General Information

Title of Attachment:

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 ☒ NO ☐	
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 ☐ NO ☐	

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	
	Ted McCarthy, Regional Director Strategy & Business Development	St. Peter's Health Partners	
	BUSINESS STREET ADDRESS		
	315 S. Manning Blvd.		
	CITY	STATE	ZIP
	Albany	NY	12208
	TELEPHONE	E-MAIL ADDRESS	
518-525-8792	Ted.McCarthy@trinity-health.org		

Alternate Contact	NAME AND TITLE OF CONTACT PERSON	CONTACT PERSON'S COMPANY	
	Christopher Jordan	Sunnyview Rehabilitation Hospital	
	BUSINESS STREET ADDRESS		
	1270 Belmont Avenue		
	CITY	STATE	ZIP
	Schenectady	NY	12308
	TELEPHONE	E-MAIL ADDRESS	
518-382-4523	Christopher.Jordan@sphp.com		

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

CHIEF EXECUTIVE	NAME AND TITLE		
	Christopher Jordan, SVP Hospital Operations, Sunnyview Rehabilitation Hospital		
	BUSINESS STREET ADDRESS		
	1270 Belmont Avenue		
	CITY	STATE	ZIP
	Schenectady	NY	12308
	TELEPHONE	E-MAIL ADDRESS	
518-382-4523	Christopher.Jordan@sphp.com		

The applicant's lead attorney should be identified:

ATTORNEY	NAME		FIRM	BUSINESS STREET ADDRESS
	Eric Farrell, Esq.		St. Peter's Health Partners	315 S. Manning Blvd.
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
	Albany, NY, 12208		518-525-6097	Eric.Farrell@trinity-health.org

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

CONSULTANT	NAME		FIRM	BUSINESS STREET ADDRESS
	N/A			
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS

The applicant's lead accountant should be identified:

ACCOUNTANT	NAME		FIRM	BUSINESS STREET ADDRESS
	Kristin Signor		St. Peter's Health Partners	1270 Belmont Ave.
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
	Schenectady, NY, 12308		518-831-4862	Kristin.Signor@sphp.com

Please list all Architects and Engineer contacts:

ARCHITECT and/or ENGINEER	NAME		FIRM	BUSINESS STREET ADDRESS
	Kelly Yahi		Dwyer Architectural	110 West Fayette Street, Suite 225
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
	Syracuse, NY, 13202		315-473-1800	kellyyahi@dwyerarch.com

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

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Other Facilities Owned or Controlled by the Applicant

Establishment (with or without Construction) Applications only

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 ☐ No ☐
Nursing Home	NH	Yes ☐ No ☐
Diagnostic and Treatment Center	DTC	Yes ☐ No ☐
Midwifery Birth Center	MBC	Yes ☐ No ☐
Licensed Home Care Services Agency	LHCSA	Yes ☐ No ☐
Certified Home Health Agency	CHHA	Yes ☐ No ☐
Hospice	HSP	Yes ☐ No ☐
Adult Home	ADH	Yes ☐ No ☐
Assisted Living Program	ALP	Yes ☐ No ☐
Long Term Home Health Care Program	LTHHCP	Yes ☐ No ☐
Enriched Housing Program	EHP	Yes ☐ No ☐
Health Maintenance Organization	HMO	Yes ☐ No ☐
Other Health Care Entity	OTH	Yes ☐ No ☐

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

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.



Sunnyview Rehabilitation
Hospital

ST PETER'S HEALTH PARTNERS

**THE BOARD OF DIRECTORS OF
SUNNYVIEW HOSPITAL AND REHABILITATION CENTER
RESOLUTION**

The undersigned hereby certifies that the following is a true account of the Resolution adopted at a duly called meeting of the Executive Committee of the Board of Directors of Sunnyview Hospital and Rehabilitation Center (the "Corporation") held on May 29, 2025, at which meeting a quorum was present and acting throughout. The undersigned does hereby further certify that such resolution has not been amended or rescinded and remains in full force and effect:

RESOLVED, that the Executive Committee of the Board of Directors of the Corporation has approved and authorized the Corporation's Senior Vice President of Hospital Operations (an "Authorized Officer" as defined by Article 28 of NYS Public Health Law) to file a Certificate of Need application with the New York State Department of Health for the establishment of an inpatient and outpatient pediatric therapy unit in the name and on behalf of the Corporation.

IN WITNESS WHEREOF, the duly elected and acting Secretary of the Corporation has executed this Resolution.

Eric Farrell
Eric Farrell (Jun 6, 2025 09:17 EDT)

Eric Farrell
Board Secretary

Jun 6, 2025

Date



ST PETER'S HEALTH PARTNERS

1270 Belmont Avenue
Schenectady, NY 12308
Ph: 518.382.4500
Sunnyview.org
SPHP.com
Trinity-Health.org

Sunnyview Rehabilitation Hospital Pediatric Project
Certificate of Need Application Sch 5

Sch 5-1

Not Applicable – No borrowed funds associated with this project.

Sch 5-2

Not Applicable – Not a new establishment or change in ownership application.

Schedule 5 Working Capital Plan

Contents:

- **Schedule 5 - Working Capital Plan**

Working Capital Financing Plan

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

This section should be completed in conjunction with Schedule 13. 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>
Sunnyview Rehabilitation Hospital Pediatric Project Certificate of Need Application Sch 5	Sch 5 Working Capital Financing Plan

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

Working Capital will come from operating funds.

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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
Example: <i>Attachment to operational balance sheet</i>	Example: <i>Operational_bal_sheet.pdf</i>
Sunnyview Rehabilitation Hospital Pediatric Project Certificate of Need Application Sch 5	Sch 5 Working Capital Financing Plan

Schedule 6

Architectural/Engineering Submission

Contents:

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

New York State Department of Health Certificate of Need Application

Schedule 6

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: 9/11/2025	Revised Schedule 6 submission date: 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: The purpose of this project is to renovate a portion of the existing hospital's 3rd floor and a portion of the existing medical office building (MOB) 3rd floor (former 2nd floor) into a pediatric rehabilitation unit. The two buildings are connected internally at these two floor levels. As part of the project, the third floor (former 2nd floor) of the existing MOB will be converted into Healthcare	

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occupancy. The interior fit-out will create both a 7-bed pediatric inpatient unit as well as a shared inpatient and outpatient rehab area, including patient, staff, and support spaces.	
Site Location: Sunnyview Rehabilitation Hospital, 1270 Belmont Ave, Schenectady, NY 12308	
Brief description of current facility, including facility type: Existing facility is a 3 story, I-2 occupancy hospital (NFPA 101 Healthcare occupancy) specializing in physical rehabilitation. The existing hospital was built in 1959, with several additions since, and is of Type I (332) construction. The existing MOB is a two-story business occupancy. This facility was constructed in 1968 as a single-story building, and an addition to the second story was constructed in 1976. The MOB has a construction Type II (000) per NFPA 22, business occupancy.	
Brief description of proposed facility: The second level of the MOB will be renovated for a change of occupancy per NFPA 101- New Healthcare Facility and to an Institutional I-2 Occupancy per the Construction Code of New York State (2020). As part of the renovation, the building construction type will be upgraded to Type I (332) and will be fully sprinklered. The existing connection between the two buildings will remain in order to house the 7-bed pediatric inpatient rooms and associated support spaces.	
Location of proposed project space(s) within the building. Note occupancy type for each occupied space. 3rd floor – I-2 Healthcare Occupancy	
Indicate if mixed occupancies, multiple occupancies and or separated occupancies. Describe the required smoke and fire separations between occupancies: A 2-hour separation between the Business Occupancy on the existing second floor (former first floor) of the MOB and the Healthcare Occupancy on the third floor (former second floor) of the MOB will be created.	
If this is an existing facility, is it currently a licensed Article 28 facility?	Hospital = Yes MOB 3rd Floor = No
Is the project space being converted from a non-Article 28 space to an Article 28 space?	Hospital = No MOB 3rd Floor = Yes
Relationship of spaces conforming with Article 28 space and non-Article 28 space: All spaces within the existing Hospital are Article 28; non-Article 28 space will be separated from Article 28 space	
List exceptions to the NYSDOH referenced standards. If requesting an exception, note each on the Architecture/Engineering Certification form under item #3. FGI 2018 per NYS DOH DAL NH 19-01 dated 8/21/19	
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.	Yes
Provide brief description of the existing building systems within the proposed space and overall building systems, including HVAC systems, electrical, plumbing, etc. HVAC systems: The core spaces were served by a VRF system with supplemental hydronic heating coils. Ventilation was provided by a fan coil unit that delivered outdoor air to the fan coil units in the core spaces. Plumbing: The existing plumbing domestic water distribution system and sanitary drain system was installed in the raised floor plenum space of the original roof deck of the floor below. Fire Protection: There is currently no fire sprinkler system in the medical office building.	

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Electrical: The existing electrical systems in the existing MOB spaces does not have separated EES branches.	
Describe scope of work involved in building system upgrades and or replacements, HVAC systems, electrical, Sprinkler, etc. HVAC: Remove the existing VRV system, fan coils, all refrigeration piping and controls. Remove the hydronic heating coils at the fan coils with supplemental hydronic heat and all abandoned HVAC systems in work area. Provide a new HVAC system; Water Source Heat Pump (WSHP) with a Dedicated Outdoor Air System (DOAS) to condition the outdoor air to the space. New evaporative cooler to support the WSHP and a new steam to fluid heat exchanger to also support the WSHP. New dedicated exhaust system for the All Room. Plumbing: Replace the 2-inch domestic water feed with a 3-inch feed from the existing water service entrance (existing backflow assembly to remain.) New steam to domestic hot water heat heater to support the renovation. New domestic cold and hot water distribution system. Eye wash stations with thermostatic mixing valves will be installed in janitor's closets and clean utility rooms. Renovate the sanitary, waste and vent system to support the new space use. With each fixture individually trapped and vented, and floor drains installed in necessary areas. Fire Sprinkler: Extend the fire sprinkler system from the hospital to the renovation area and the Level 2 (ground level) portion of the existing structure. The structure will be non-combustible with no concealed combustible spaces. The existing fire sprinkler system has the capacity to support the renovation. (Existing sprinkler was designed to extend into this projects area.) New fire sprinklers will be "Quick Response" sprinklers in Light Hazard areas and Quick Response sprinkler for Ordinary Hazard Group 1 areas (storage rooms). Electrical: The project involves providing power and lighting for renovated areas, including new distribution panelboards connected to the existing emergency system for life safety, critical, and equipment branches. The existing EES system generators have capacity to support the renovation area. Hospital-grade, tamper-resistant receptacles with non-conducting wall plates will be provided, with higher ampacity devices and GFI receptacles where required. LED lighting fixtures will be dimmable and controlled according to IECC 2020 standards, with vacancy sensors in interior offices and enclosed spaces. Patient rooms will feature night lights, ambient lighting, and exam-focused lighting styles, with automatic controls for lighting in daylighting zones. Egress lighting will be provided from the Level 3 renovation area to the exits.	
Describe existing and or new work for fire detection, alarm, and communication systems: The existing Edwards System fire alarm system supporting the existing hospital will be extended into the renovation area. The fire alarm system will feature initiating devices, notification appliances, manual pull stations, smoke detectors, and duct smoke detectors. Access control and security measures will include proximity card readers, IP-based CCTV cameras, and a child abduction prevention system for the pediatric inpatient area. A Nurse Call system will be installed with two-way voice communication stations in patient rooms and bathrooms, and duty stations in break rooms. Voice and data networks will be set up with Category 6A cabling and wireless access points throughout the building.	
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. N/A	
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	
Does the project comply with ADA? If no, list all areas of noncompliance. Yes	
Other pertinent information: N/A	
Project Work Area	Response
Type of Work	Renovation
Square footages of existing areas, existing floor and or existing building.	Existing Hospital 3 rd floor: 19,894 SF

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	Existing MOB 2 nd Floor: 7,365 SF
Square footages of the proposed work area or areas. Provide the aggregate sum of the work areas.	11,230 SF
Does the work area exceed more than 50% of the smoke compartment, floor or building?	Exceeds 50% of the smoke compartment
Sprinkler protection per NFPA 101 Life Safety Code	Sprinklered throughout
Construction Type per NFPA 101 Life Safety Code and NFPA 220	Type 1 (332)
Building Height	Existing Hospital: 35'- 3" Existing MOB: 26'
Building Number of Stories	Existing: 3 Stories Existing MOB: 2 stories
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?	Chapter 18 New Health Care Occupancy
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. Yes – lower level of the MOB Business Occupancy will have 2 hr rated separation	Yes
Will the project construction be phased? If yes, how many phases and what is the duration for each phase? Number of phases and duration to be determined	Yes
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. 7 existing med/surg beds will be converted to pediatric beds	Yes
Changes in the number of occupants? If yes, what is the new number of occupants? 31,124 SF/120 = 259 Occupants	Yes
Does the facility have an Essential Electrical System (EES)? If yes, which EES Type? Type 1	Yes
If an existing EES Type 1, does it meet NFPA 99 -2012 standards?	Yes
Does the existing EES system have the capacity for the additional electrical loads? Click here to enter text.	Yes
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. No changes to the existing bulk oxygen system outside. Project will	Yes

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extend Oxygen into the renovation area from the existing oxygen distribution system.	
If existing, does the Bulk Oxygen System have the capacity for additional loads without bringing in additional supplemental systems?	Yes
Does the project involve a pool?	No

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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

ST. PETER'S HEALTH PARTNERS
1270 BELMONT AVE. SCHENECTADY NY, 12308

[illegible]

GENERAL	COVER	LAUNCH/GENERAL
G-001	GENERAL NOTES, ABBREVIATIONS, & SYMBOLS	ADT01
G-002	PARTITION TYPES	ADT02
G-003	TYPICAL MOUNTING HEIGHTS & ELEVATIONS	ADT03
G-004	CODE COMPLIANCE NOTE	ADT04
G-005	GENERAL COMPLIANCE PLAN & SCHEDULE	ADT05
G-006	PARTIAL THIRD FLOOR - INPATIENT CIRCULATION	ADT06
G-007	PARTIAL THIRD FLOOR - OUTPATIENT CIRCULATION	ADT07
G-008	PARTIAL THIRD FLOOR - FETTERIE INPATIENT PROGRAM	ADT08
G-009	PARTIAL THIRD FLOOR - HADSPRING PROGRAM AND CIRCULATION	ADT09
G-010	ORIGINAL SECOND FLOOR EXISTING CONSTRUCTION PLAN	ADT10
G-011	ORIGINAL THIRD FLOOR EXISTING CONSTRUCTION PLAN	ADT11
G-012	ORIGINAL FIRST FLOOR CONSTRUCTION PLAN	ADT12
G-013	ORIGINAL THIRD FLOOR CONSTRUCTION PLAN	ADT13
G-014	PARTIAL THIRD FLOOR - CENTRAL CONSTRUCTION PLAN	ADT14

[illegible]

[illegible]



SYRACUSE
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DAVID J. WOZNIAK
Professional Engineer
No. 10000
State of New York



SAGE ENGINEERING
ASSOCIATES, LLC
1700 West Edwards Street, Suite 225
Syracuse, NY 13202
Tel: 315.472.1000
Fax: 315.472.1001
www.sageeng.com

Key Plan

Project Information
ST. PETER'S HEALTH
PARTNERS
SUNNYVIEW PEDIATRIC
REHAB
1270 BELMONT AVE.
SCHENECTADY NY,
12308

Rev.	Date	Description
1	11/11/15	ISSUED FOR PERMIT
2	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
3	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
4	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
5	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
6	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
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11	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
12	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
13	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
14	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
15	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
16	11/11/15	REVISIONS APPROVED DRAWING DIMENSION
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Client Project No.:

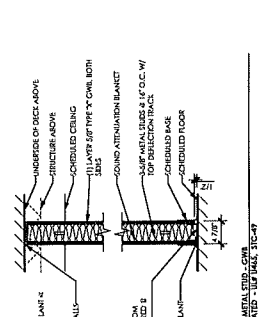
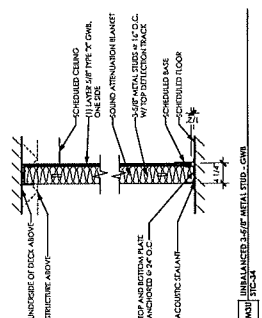
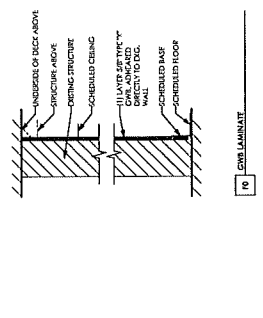
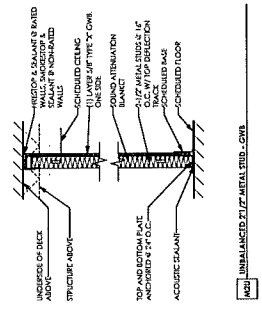
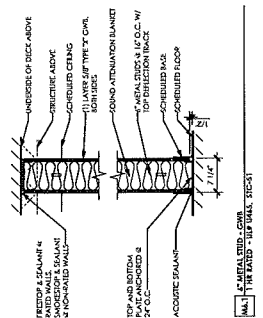
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PARTITION TYPES

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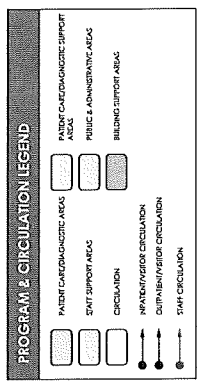
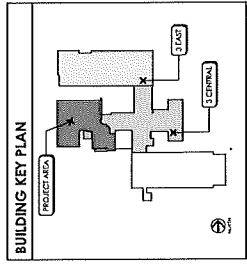
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ROOM AREA USE SUMMARY - INPATIENT SCOPE			
S111 ELEMENTS FOR AREA ARE CONSTRUCTION OF HOSPITAL			
CHAPTER 31. CONSUME ELEMENT FOR HOSPITAL CHAPTER 32 SPECIFIC REQUIREMENTS FOR GENERAL HOSPITALS			
SECTION	ROOM TYPE/DESCRIPTION	ROOM REMARKS	COMMENTS
2-2.2.1	MICROBIOLOGICAL PATIENT CARE UNIT		
	2-2.2.1.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.1.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.1.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.2	PATIENT TOILET ROOM		
	2-2.2.2.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.2.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.2.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.3	SPECIAL PATIENT CARE ROOMS		
	2-2.2.3.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.3.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.3.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.4	WOUND HEALING EVALUATION ROOM		
	2-2.2.4.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.4.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.4.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.5	SUPPORT AREAS FOR MICROBIOLOGICAL PATIENT CARE UNIT		
	2-2.2.5.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.5.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.5.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.6	SOCIALIZATION AREA		
	2-2.2.6.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.6.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.6.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.7	WOUND SAFETY ZONE		
	2-2.2.7.1	300	INCLUDED PROVIDENCE FOR CLAMMING EQUIPMENT (12-22.7.1.1)
	2-2.2.7.2	200	INCLUDED PROVIDENCE FOR CLAMMING EQUIPMENT (12-22.7.1.1)
	2-2.2.7.3	140	INCLUDED PROVIDENCE FOR CLAMMING EQUIPMENT (12-22.7.1.1)
2-2.2.8	CLAN WORKROOM		
	2-2.2.8.1	341	INCLUDED PROVIDENCE FOR CLAMMING EQUIPMENT (12-22.8.1.1)
	2-2.2.8.2	341	INCLUDED PROVIDENCE FOR CLAMMING EQUIPMENT (12-22.8.1.1)
	2-2.2.8.3	341	INCLUDED PROVIDENCE FOR CLAMMING EQUIPMENT (12-22.8.1.1)
2-2.2.9	EQUIPMENT AND SUPPLY STORAGE		
	2-2.2.9.1	330	INCLUDED PROVIDENCE FOR HAND SANITING (12-22.9.1.1)
	2-2.2.9.2	330	INCLUDED PROVIDENCE FOR HAND SANITING (12-22.9.1.1)
	2-2.2.9.3	330	INCLUDED PROVIDENCE FOR HAND SANITING (12-22.9.1.1)
2-2.2.10	ENVIRONMENTAL SERVICE ROOM		
	2-2.2.10.1	330	INCLUDED PROVIDENCE FOR HAND SANITING (12-22.10.1.1)
	2-2.2.10.2	330	INCLUDED PROVIDENCE FOR HAND SANITING (12-22.10.1.1)
	2-2.2.10.3	330	INCLUDED PROVIDENCE FOR HAND SANITING (12-22.10.1.1)
2-2.2.11	COMMUNICATION ROOM		
	2-2.2.11.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.11.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.11.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.12	STAFF CHANGING FACILITIES		
	2-2.2.12.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.12.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.12.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.13	STAFF STORAGE FACILITIES		
	2-2.2.13.1	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.13.2	--	NOT IN SCOPE, EXISTING TO REMAIN
	2-2.2.13.3	--	NOT IN SCOPE, EXISTING TO REMAIN
2-2.2.14	GENERAL SUPPORT FACILITIES		
	2-2.2.14.1	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.14.2	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.14.3	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.14.4	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
2-2.2.15	WASTE MANAGEMENT		
	2-2.2.15.1	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.15.2	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.15.3	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
2-2.2.16	WASTE MANAGEMENT		
	2-2.2.16.1	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.16.2	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.16.3	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
2-2.2.17	WASTE MANAGEMENT		
	2-2.2.17.1	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.17.2	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.17.3	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
2-2.2.18	WASTE MANAGEMENT		
	2-2.2.18.1	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.18.2	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
	2-2.2.18.3	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE
2-2.2.19	WASTE MANAGEMENT		
	2-2.2.19.1	--	EXISTING TO REMAIN, OUTSIDE OF PROJECT SCOPE

3015. GOVERNMENT FOR DESIGN AND CONSTRUCTION OF HOSPITALS

CHAPTER 2.3. COMMON TYPICALITY CHARTERS 2.3 SPECIFIC REQUIREMENTS FOR GENERAL HOSPITALS, CHAPTER 2.3 SPECIFIC

REGULATION	FUNCTION DESCRIPTION	ROOM NUMBER	COMMENTS
2.3.1	EMERGENCY PATIENT CARE UNIT		
2.3.1.1	EMERGENCY ROOM	302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	
2.3.1.2	PATIENT TREATMENT ROOM		
2.3.1.2.1	ADULT TREATMENT ROOM	302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337,	



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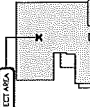
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Consultants



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Key Plan



Project Information

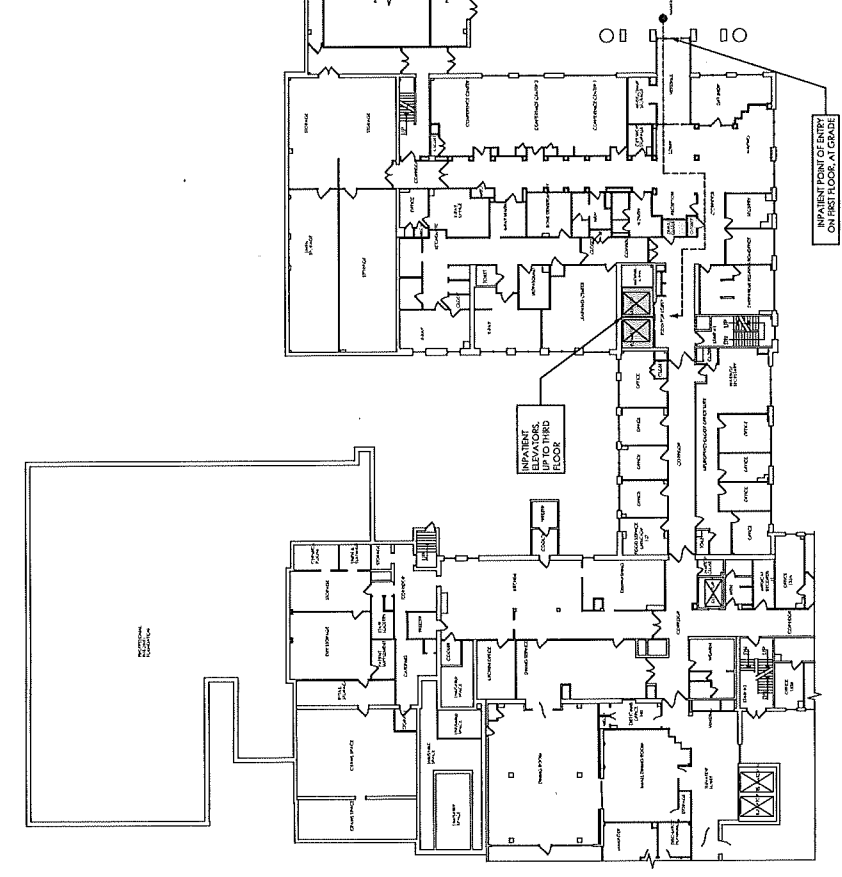
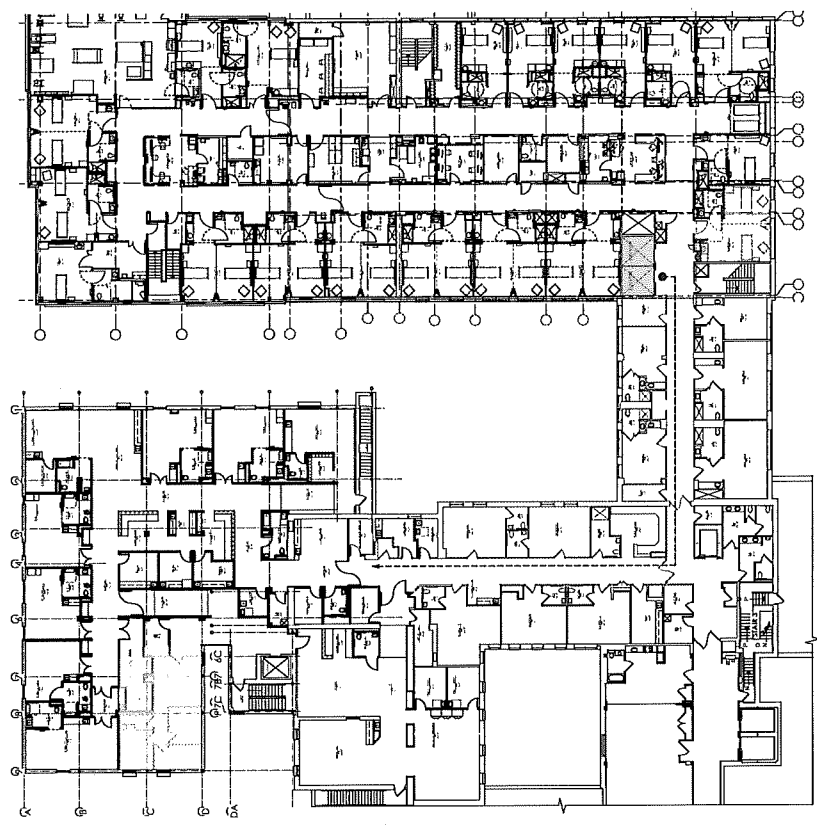
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SUNNYVIEW PEDIATRIC
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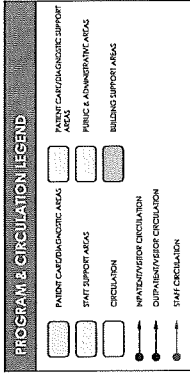
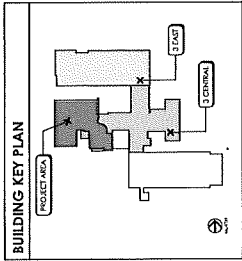
Project No.: 25-020
Client Project No.:
CDN No.:
Drawn By: EJP
Reviewed: EJP
Checked: EJP
Designed: EJP
Project Title:
Project Location:
Project Date:
Project Status:

PARTIAL THIRD FLOOR - INPATIENT CIRCULATION

G-102



NOTE: PLAN SHOWN FOR CIRCULATION REFERENCE ONLY. NOT IN PROJECT SCOPE.



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A professional seal is required for the use of the title of Architect in the State of New York.

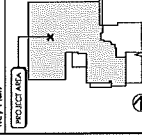
Notes: The ARCHITECT, owner, or the Professional Engineer shall be responsible for the accuracy of the information provided in this document. The Professional Engineer shall be responsible for the accuracy of the information provided in this document.

Consultants:



SAGE ENGINEERING
ASSOCIATES, LLC
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Schenectady, NY 12308

Key Plan



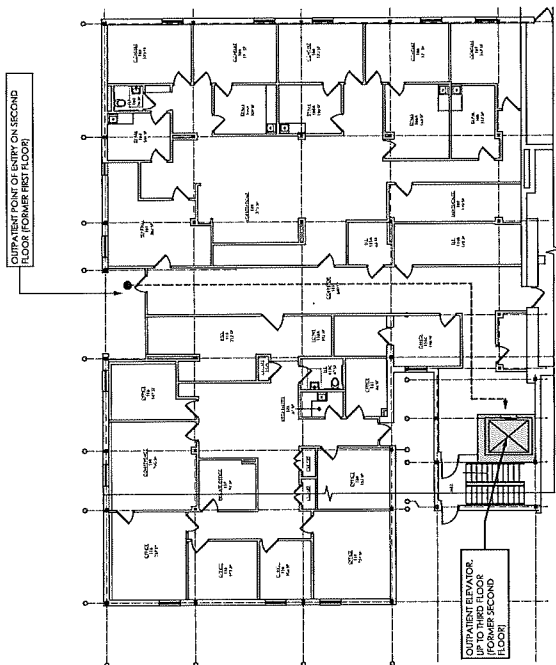
Project Information
ST. PETER'S HEALTH
PARTNERS
SUNNYVIEW PEDIATRIC
REHAB
1270 BELMONT AVE.
SCHENECTADY, NY,
12308

SUNNYVIEW PEDIATRIC REHAB - 3RD FLOOR		
Rev.	Date	Description
1	01.11.20	Initial Design
2	02.11.20	Revised Design
3	03.11.20	Revised Design
4	04.11.20	Revised Design
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Project No.: 25420
Client Project No.:
Drawn By: ELP
Reviewed: KAT
Checked: KAT
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Sheet Title

**PARTIAL THIRD FLOOR -
OUTPATIENT
CIRCULATION**

Sheet No.
G-103



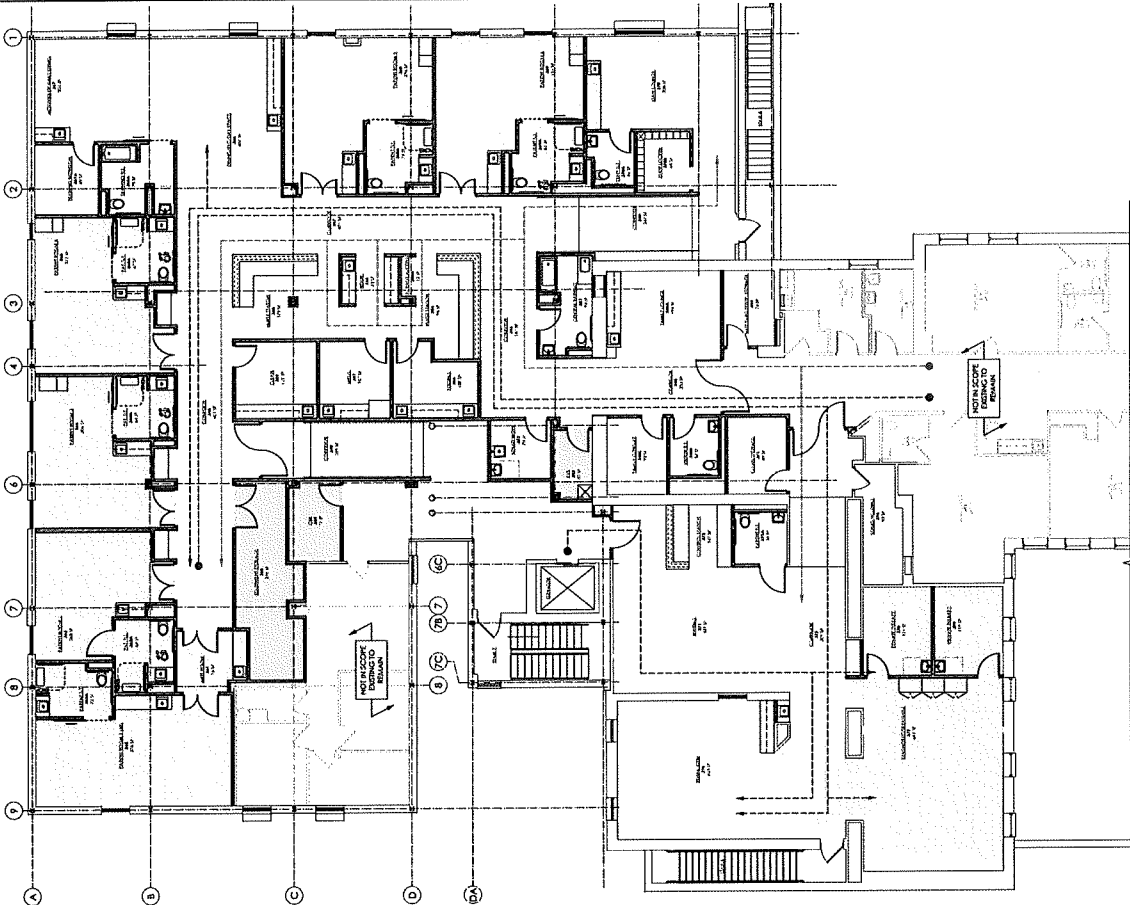
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Scale: 3/32" = 1'-0"

2 PARTIAL THIRD FLOOR (FORMER SECOND FLOOR) - OUTPATIENT CIRCULATION - 3 CENTRAL
Scale: 3/32" = 1'-0"

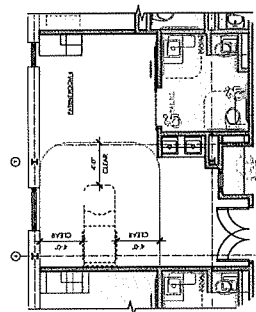
NOTE: PLAN SHOWN FOR CIRCULATION REFERENCE ONLY. NOT IN PROJECT SCOPE.

PATIENT CARDIOVASCULOTIC AREAS	PATIENT CARDIOVASCULOTIC SUPPORT AREAS
STAFF SUPPORT AREAS	PUBLIC / ADMINISTRATIVE AREAS
CIRCULATION	MEETING SUPPORT AREAS
INPATIENT/STAY CIRCULATION	
OUTPATIENT/STAY CIRCULATION	
STAY CIRCULATION	

2011 estimates for income and construction by industry

[illegible]

1 PARTIAL THIRD FLOOR-FUNCTIONAL SPACE PROGRAM AND CIRCULATION PLAN
Scale: 1/8" = 1'-0"



2 CLEARANCES AT PATIENT ROOM, TYP.

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www.dwyerarch.com
ph: 315.473.1600

SYRACUSE
West Fayette Street, Suite 2
Syracuse, NY 13202

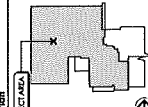
ROCHESTER
85 Allen Street, Suite 210
Rochester, NY 14608



A word used in a false affidavit indicates on original document.



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**DR. PETER'S HEALTH
PARTNERS**
SUNNYVIEW PEDIATRIC
REHAB
1270 BELMONT AVE.
SCHENECTADY NY,
12308

[illegible]

Client Project No.:
CON No.:

Drawn By: ELP	Reviewer: KM
Copyright 2024, Dexter Architectural, LLC	

**PARTIAL THIRD FLOOR
PEDIATRIC INPATIENT
PROGRAM AND
CIRCULATION PLAN**

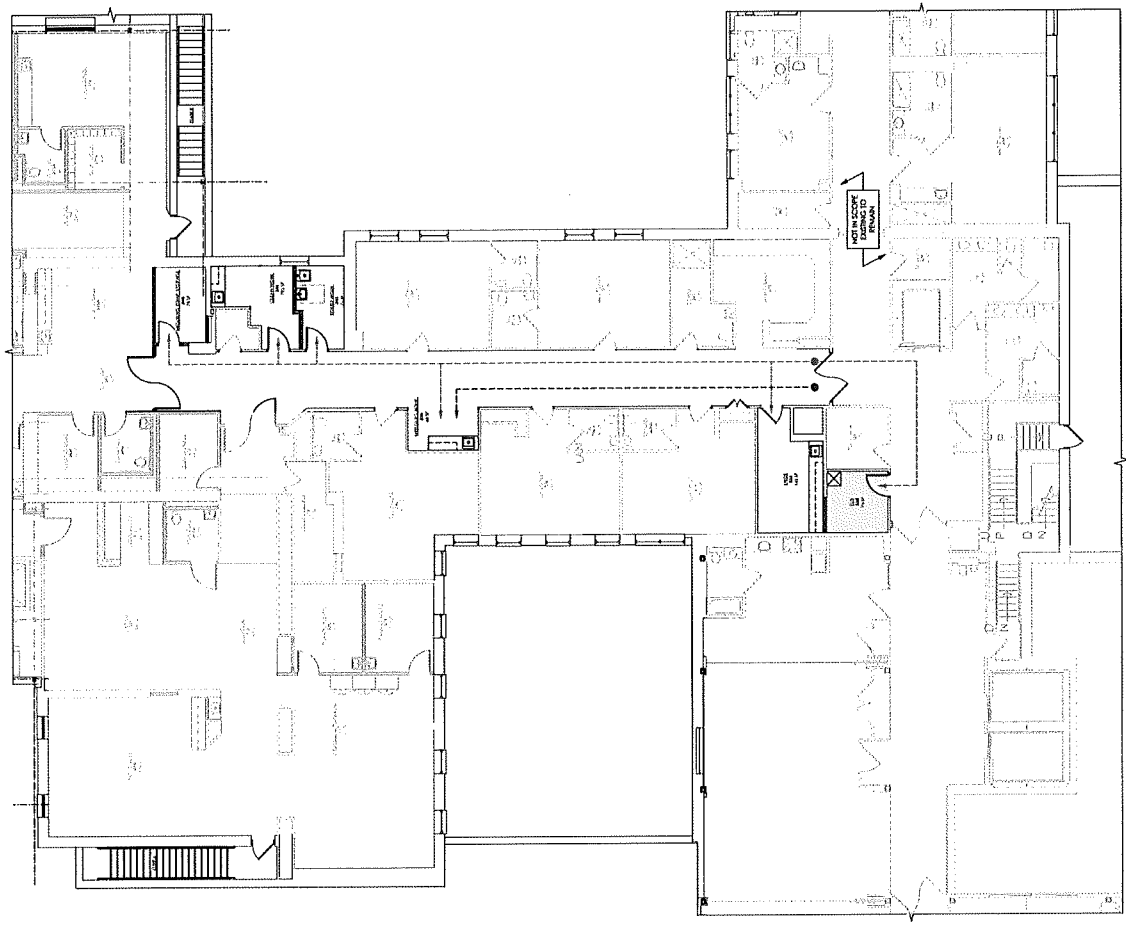
G-104A

PROGRAM 3. CIRCULATION LEGEND

- PATIENT CARE/CHRONIC SUPPORT AREA
- STAFF SUPPORT AREA
- CIRCULATION
- INPATIENT/OUTPATIENT CIRCULATION
- STAFF CIRCULATION
- PUBLIC & ADMINISTRATIVE AREA
- MEETING SUPPORT AREA

ROOM AREA USE SUMMARY - INPATIENT SCOPE

Room No.	Room Name	Area (sq. ft.)	Comments
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1 PARTIAL THIRD FLOOR - FUNCTIONAL SPACE PROGRAM AND CIRCULATION PLAN
Scale: 1/8" = 1'-0"

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Project Area
ST. PETER'S HEALTH PARTNERS
SUNNYVIEW PEDIATRIC REHAB
1270 BELMONT AVE.
SCHENECTADY, NY 12308

Project Information
ST. PETER'S HEALTH PARTNERS
SUNNYVIEW PEDIATRIC REHAB
1270 BELMONT AVE.
SCHENECTADY, NY 12308

Sheet Title
PARTIAL THIRD FLOOR - MED SURG PROGRAM AND CIRCULATION PLAN

Sheet No.
G-104B



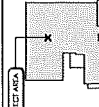
205A CLUSE
110 West Reynolds Street, Suite 225
Jamaica, NY 11432
BOCA RATON
85 Alhambra Street, Suite 210
Boca Raton, FL 33433



David A. Cluse, P.E.
Architectural Engineer
No. 12345, State of Florida



SAGE ENGINEERING ASSOCIATES, LLC
12345 Main Street
Boca Raton, FL 33433



PROJECT AREA
12345 Main Street
Boca Raton, FL 33433

Project Information
ST. PETER'S HEALTH PARTNERS
SUNNYVIEW PEDIATRIC REHAB

1270 BELMONT AVE.
SCHENECTADY, NY, 12308

Client Project No.: 25-020
CDN No.: 25-020

Rev.	Date	Description
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2	11/13	Revised Design
3	11/13	Final Design

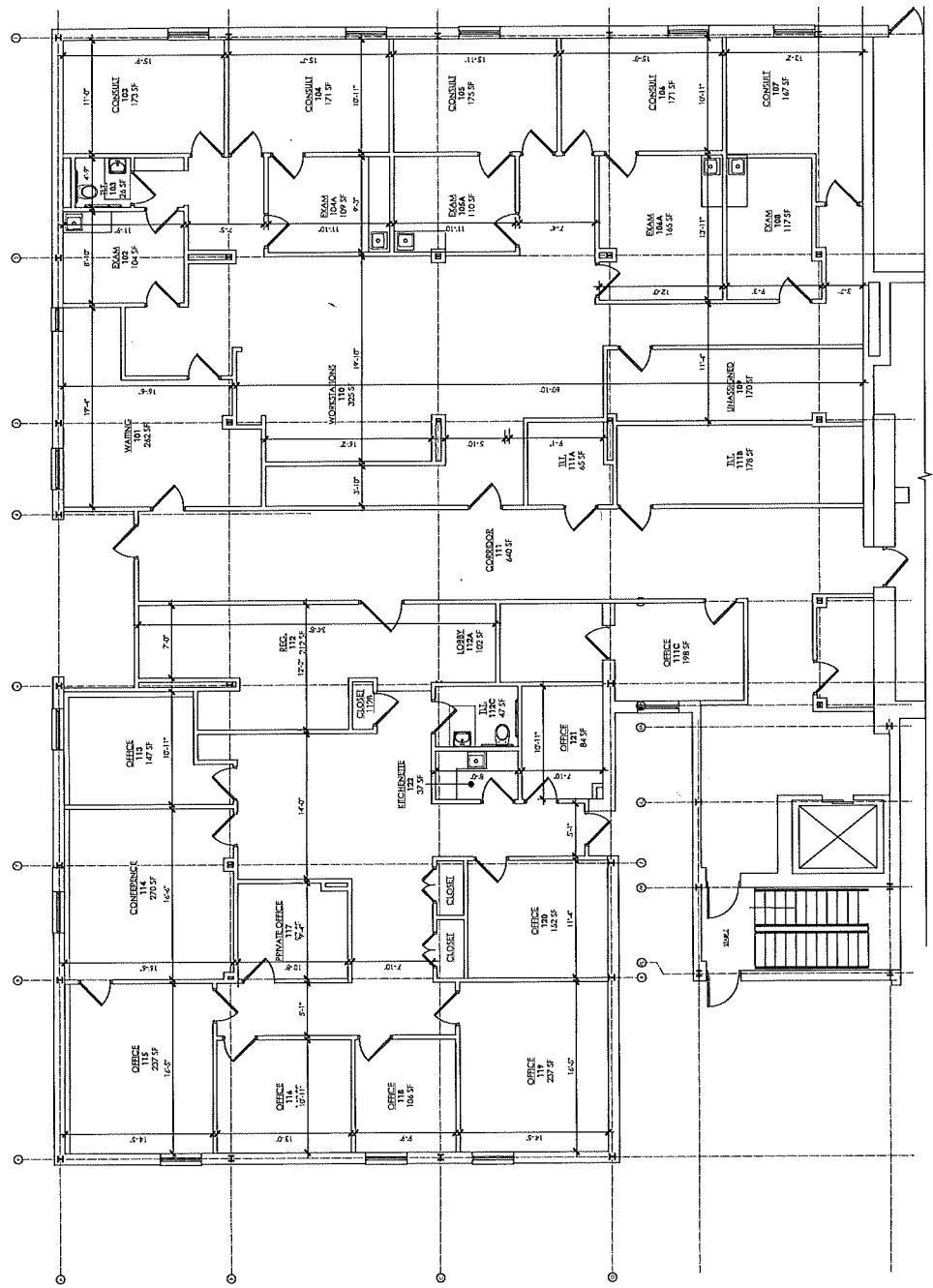
Project No.: 25-020
Client Project No.: 25-020

Drawn By: EJP
Reviewed: EJP

Company: Sage Engineering Associates, LLC

Sheet Title
OVERALL SECOND FLOOR EXISTING CONDITIONS PLAN

Sheet No.
AD101



1 PARTIAL SECOND FLOOR (FORMER FIRST FLOOR) - EXISTING CONDITIONS PLAN
Scale: 3/16" = 1'-0"

dwwor
ARCHITECTS PLLC

www.dwwor.com
P: 212.475.1100
3944QUE
110 West Foothills Street, Suite 225
Armonk, NY 12023
ARCHITECTS
85 Albany Street, Suite 210
Troy, NY 12180



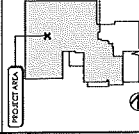
As an independent architectural firm, we are not responsible for the design or construction of any building or structure. We are only responsible for the design and construction of the building or structure as shown on the drawings. We are not responsible for the design or construction of any building or structure that is not shown on the drawings.

Consultants



SAGE ENGINEERING
ASSOCIATES, LLC
110 West Foothills Street, Suite 225
Armonk, NY 12023

Key Plan



Project Information

ST. PETER'S HEALTH
PARTNERS
SUNNYVIEW PEDIATRIC
REHAB
1270 BELMONT AVE.
SCHENECTADY, NY,
12308

SUNNYVIEW PEDIATRIC REHAB	
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Project No.: 25-020

Client Project No.:

CDN No.:

Drawn By: ELP

Reviewed: GAY

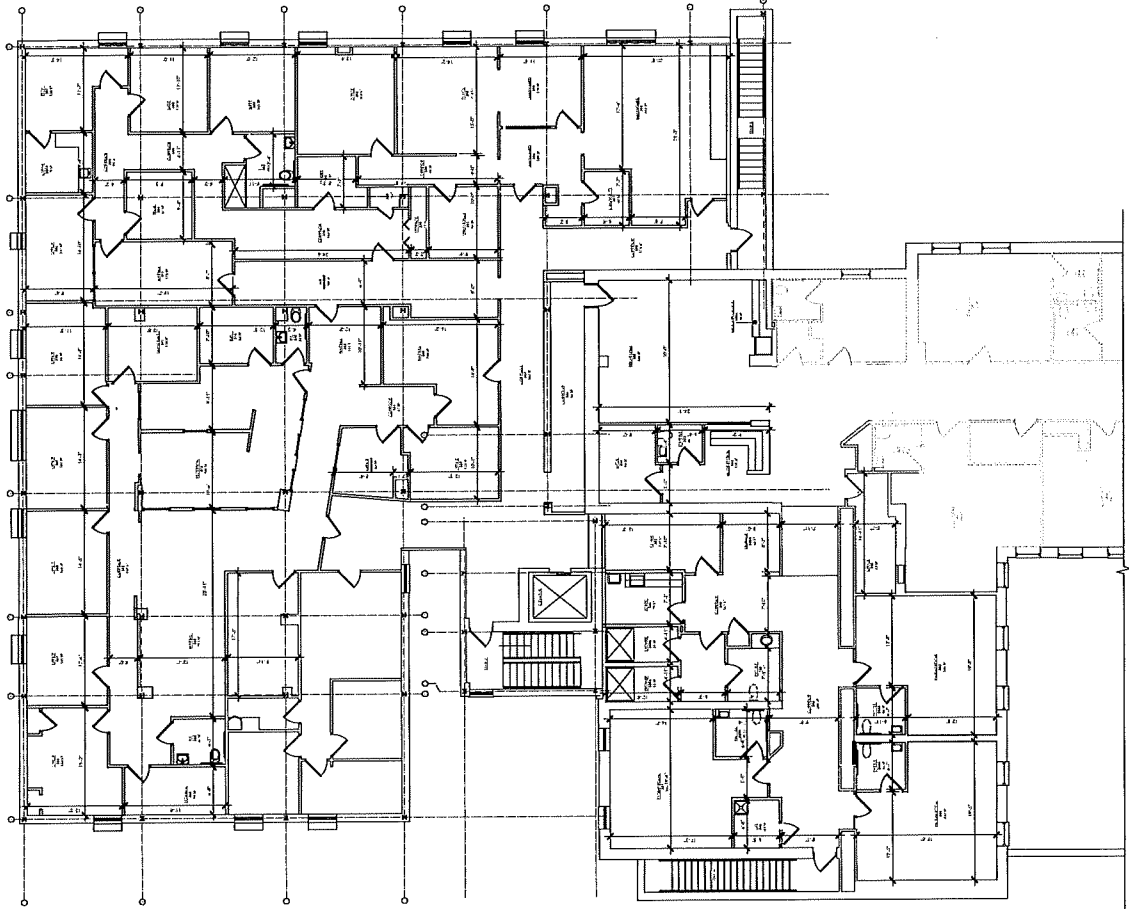
Company: SAGE ENGINEERING ASSOCIATES, LLC

Sheet Title

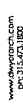
OVERALL THIRD FLOOR
EXISTING CONDITIONS
PLAN

Sheet No.

AD102



1 OVERALL THIRD FLOOR EXISTING CONDITIONS PLAN
Scale: 1/8" = 1'-0"



Consultants



CEAGE ENGINEERING ASSOCIATES, LLP
9 COLUMBIA CIRCLE
ALBANY, NY 12207
(518) 487-1101 FAX (518) 487-1101



ST. PETER'S HEALTH
PARTNERS
SUNNYVIEW PEDIATRIC
REHAB

BIO-LIS SCHEMATIC DESIGN

Project No.: 25-020

Drawn By: ELP	Reviewer: RMY
Copyright 2024, Dwyer Architectural LLC	
Sheet Title	

1 PARTIAL THIRD FLOOR - 3 CENTRAL EXISTING CONDITIONS PLANNED
Scale: 1/8" = 1'-0"

Sheet No. **AD103**

1. SECOND FLOOR PAIR SITE WILL REMAIN ACTIVE AND CONTINUE TO SEE PATIENTS DURING CONSTRUCTION.
2. COLUMN WORK WILL REQUIRE 2'-0" X 2'-0" ICPA PARTITIONS AT EACH COLUMN.
3. PHASING TO BE COORDINATED WITH END USERS.
4. PLAN FOR AT MINIMUM 3 PHASES.

[illegible]

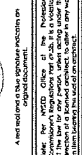
	ROOM NAME XXX	SHACT IDENTIFICATION	AREA NOT IN SCOPE: EXISTING TO REMAIN
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[illegible]

ARCHITECTURAL
www.dmyararch.com
ph: 315.473.1800

SYRACUSE
110 West Fayette Street, Suite 225
Syracuse, NY 13202

POCHMETER
85 Allen Street, Suite 210



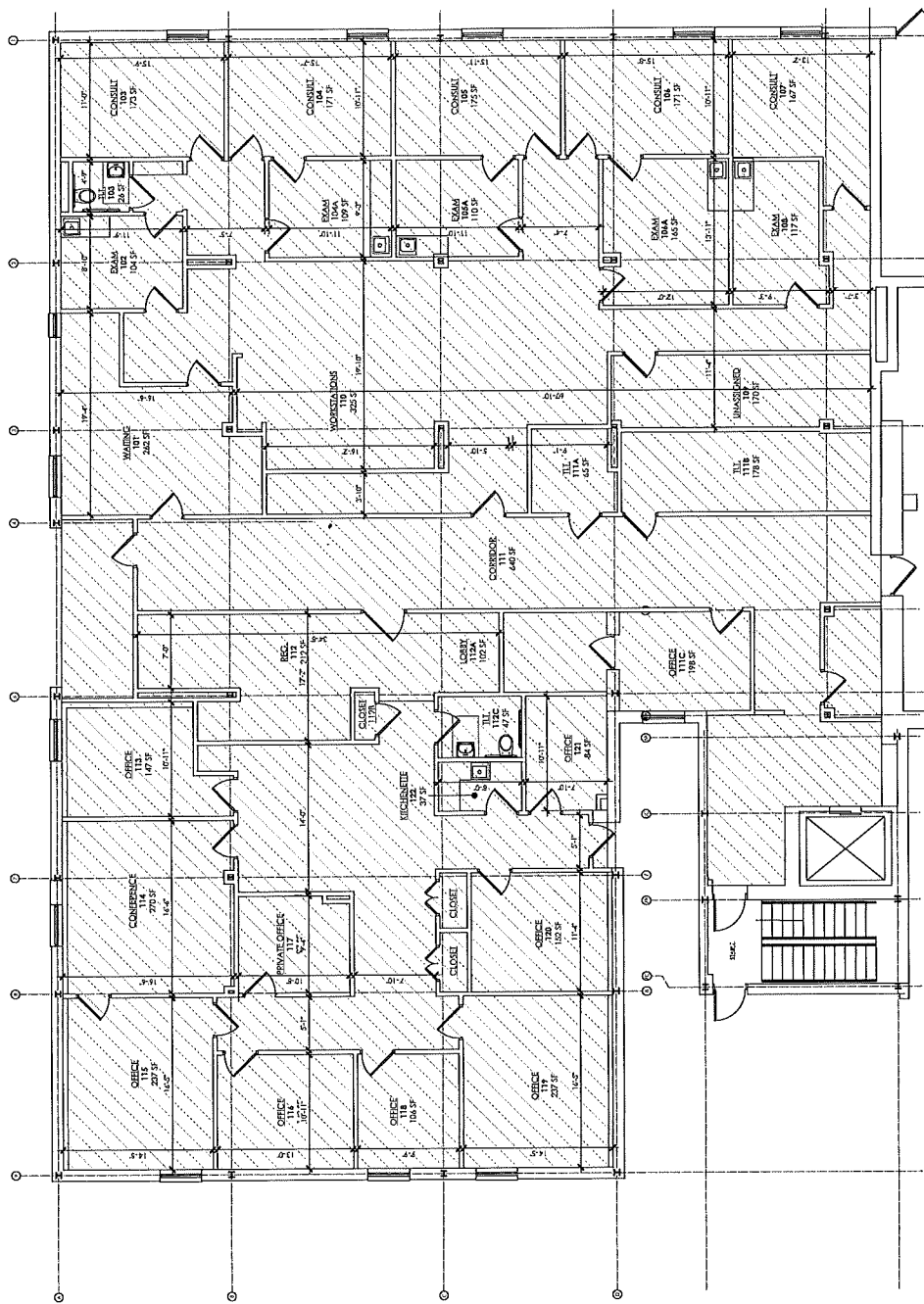
ST. PETER'S HEALTH
PARTNERS
SUNNYVIEW PEDIATRIC
REHAB
1270 BELMONT AVE.
SCHENECTADY NY,

BEG-13 SCHEMATIC DESIGN CONCRETE AND STEELING SIMULATION		
Rev.	Date	Description
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Project No.: 25-020	Reviewer: KMA
Client Project No.:	Drawn By: ELP
CON No.:	

Sheet No. _____

A101



1 SECOND FLOOR (FORMER FIRST FLOOR) - CONSTRUCTION PLAN
Grades 2/3, 5' in 1" = 1'-0"



CONSTRUCTION SYMBOLS LEGEND

SYMBOL	DESCRIPTION
	PATTERN TYPE
	DOOR NUMBER
	DETAIL
	SECTION
	NORTH ARROW
	SPACE IDENTIFICATION
	ROOM NAME
	WINDOW TYPE
	INTERIOR FINISH
	ELEVATION
	MATCHLINE

GENERAL CONSTRUCTION NOTES

1. UNLESS OTHERWISE NOTED, ALL NEW WALL TYPES ARE TO BE TYPE I WALL. SEE SHEET P-01 FOR FURTHER DETAILS.
2. ALL NEW WALLS SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" NOMINAL THICKNESS. ALL EXISTING WALLS SHALL BE REINFORCED WITH 12" NOMINAL THICKNESS.
3. ALL NEW WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD ON BOTH SIDES. ALL EXISTING WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD ON BOTH SIDES.
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17. ALL NEW WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD ON BOTH SIDES. ALL EXISTING WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD ON BOTH SIDES.

CONSTRUCTION SYMBOLS LEGEND

SYMBOL	DESCRIPTION
	AREA NOT IN SCOPE (CORRESPONDING TO EXISTING)
	ROOM NAME
	SPACE IDENTIFICATION
	CONSTRUCTION SCOPE TO INCLUDE, BUT NOT LIMITED TO: REINFORCEMENT, FORMWORK, BRACING, AND ALL OTHERS NECESSARY FOR THE PROPER CONSTRUCTION OF THE WORK SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

dwg logo
ARCHITECTURAL
110 West 42nd Street, Suite 225
New York, NY 10018
718.487.1800
PROJECT NO. 2011-001
SUNNYVIEW PEDIATRIC
REHAB
1270 BELMONT AVE.
SCHENECTADY, NY,
12308

Professional Engineer
State of New York
No. 12345
Exp. 12/31/2015

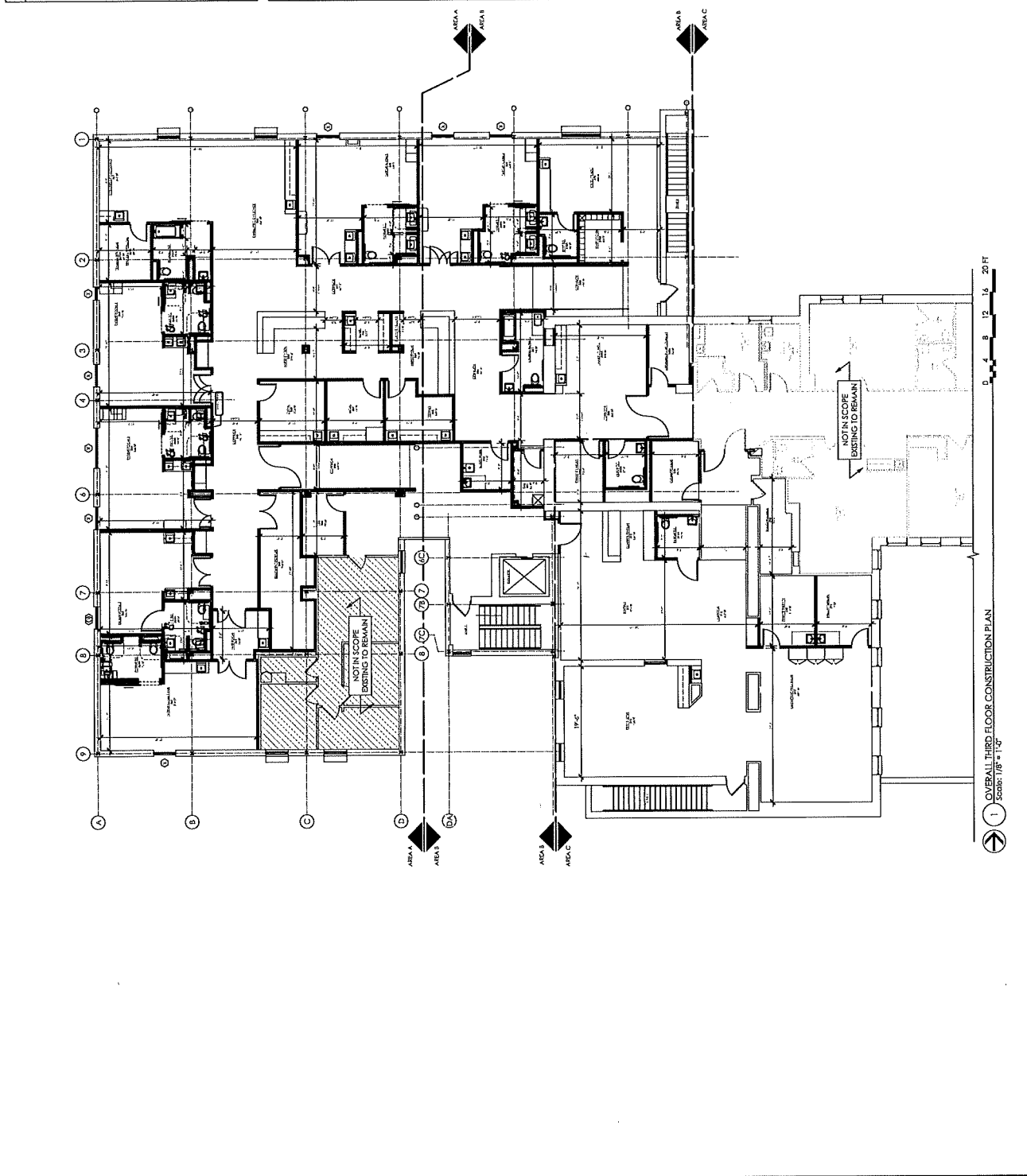
Professional Architect
State of New York
No. 12345
Exp. 12/31/2015

Project Information
ST. PETER'S HEALTH
PARTNERS
SUNNYVIEW PEDIATRIC
REHAB
1270 BELMONT AVE.
SCHENECTADY, NY,
12308

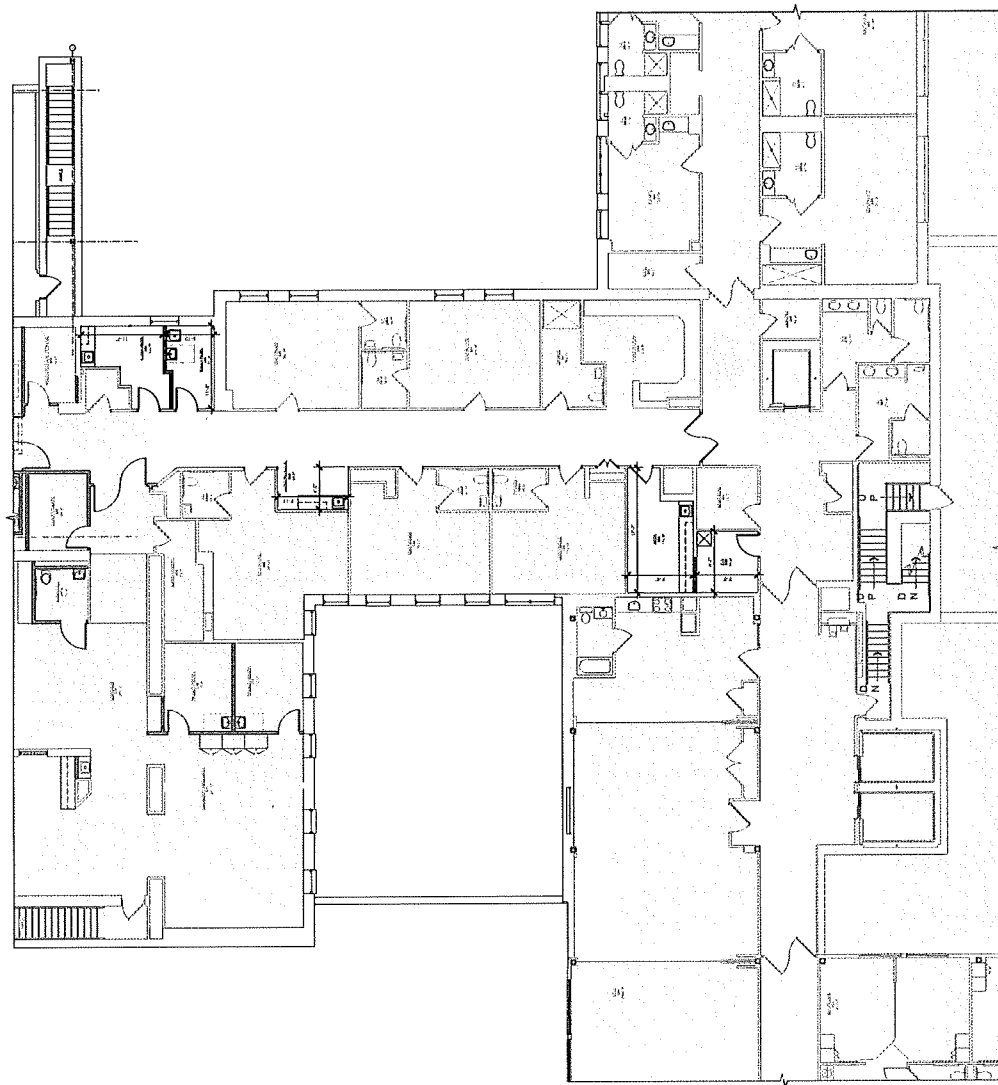
Drawn By: ELP
Reviewed: EMT
Checked: EMT
Date: 12/31/2015

Sheet Title
OVERALL THIRD FLOOR
CONSTRUCTION PLAN

Sheet No.
A-102



CONSTRUCTION SYMBOLS LEGEND			
	PARTIAL TYPE		SECTION
	DOOR NUMBER		MACHINES
	DETAIL		REFERENCE MARK
	NORTH ARROW		SPACE DEFINITION
FORM NAME XXX 1P		WINDOW TYPE	
			
	COLUMN NAME		CURTAIN
	ELEVATED FLOOR		FLOOR LEVEL
	FLOOR LEVEL		FLOOR LEVEL



 PARTIAL THIRD FLOOR - 3 CENTRAL CONSTRUCTION PLAN
 Scale: 1/8" = 1'-0"
 0 4 8 12 16 20 FT



KATHY HOCHUL
Governor

Department of Health

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

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

CONSTRUCTION PROJECT CERTIFICATION LETTER FOR AER REVIEWS ARCHITECTS & ENGINEERS

(For projects not meeting the prerequisites for Self-Certification submission.)

Date: 09.11.2025

CON Number:

Facility Name: Sunnyview Hospital and Rehabilitation Center

Facility ID Number: 831

Facility Address: 1270 Belmont Ave. Schenectady, NY 12308

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 aforementioned facility, to provide professional architectural/engineering services related to the design and preparation of construction documents, including drawings and specifications for the aforementioned project. During the course of construction, periodic site observation visits will be performed, and the necessary standard of care, noting progress, quality and ensuring conformance of the work with documents provided for all regulatory approvals associated with the aforementioned project.
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 functional program for the referenced construction project and in accordance with any project definitions, waivers 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)

PLEASE NOTE ANY EXCEPTIONS HERE:

This project is designed utilizing the 2018 FGI Guidelines

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, 712, 713, 714, 715, 716, or 717), I shall bring this to the attention of the 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.

ARCHITECTURAL AND ENGINEERING LETTER OF CERTIFICATION

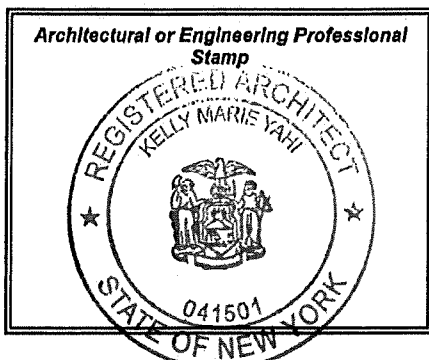
5. I understand that upon completion of construction, the costs of any subsequent corrections necessary to achieve compliance with applicable requirements of 10 NYCRR Parts 711, 712, 713, 714, 715, 716 and 717, when the prior work was not completed properly as certified herein, may not be considered allowable costs for reimbursement under 10 NYCRR Part 86.

This certification is being submitted to facilitate the CON review and subsequent to formal plan approval by your office. 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.

Project Name: Sunnyview Pediatric Rehabilitation Unit Renovation

Location: 1270 Belmont Ave. Schenectady, NY 12308

Description: Pediatric Rehabilitation Unit renovation in an existing hospital



Kelly M. Yahi
Signature of Architect or Engineer

Kelly M. Yahi

Name of Architect or Engineer (Print)

041501

Professional New York State License Number

Dwyer Architectural | 110 West Fayette St. Suite 225 | Syracuse, NY 13202

Business Address

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.

9/18/25
Date

Mike Tierney
Authorized Signature for Applicant

Mike Tierney

Name (Print)

Project Manager

Title

Notary signing required for the applicant

STATE OF NEW YORK

County of Schenectady

)
) SS:
)

On the 18th day of Sept 2025 before me personally appeared Mike Tierney, to me known, who being by me duly sworn, did depose and say that he/she is the Project Manager of the Sunnyview Pediatrics project, 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)

Barbara L. Longton

Barbara L. Longton
NOTARY PUBLIC, STATE OF NEW YORK
No. 01106114502

Qualified in Schenectady County
My Commission Expires Aug. 23, 2028

ARCHITECTURAL AND ENGINEERING LETTER OF CERTIFICATION

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?	☐	☒
1.2	Does this plan involve construction and change land use or density?	☐	☒
1.3	Does this plan involve construction and have a permanent effect on the environment if temporary land use is involved?	☐	☒
1.4	Does this plan involve construction and require work related to the disposition of asbestos?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
2.5	Will the project involve parking for 1,000 vehicles or more?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
2.12	Is the project wholly or partially within an agricultural district certified pursuant to Agriculture and Markets Law Article 25, Section 303?	☐	☒
2.13	Will the project significantly affect drainage flow on adjacent sites?	☐	☒

2.14	Will the project affect any threatened or endangered plants or animal species?	☐	☒
2.15	Will the project result in a major adverse effect on air quality?	☐	☒
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?	☐	☒
2.17	Will the project result in major traffic problems or have a major effect on existing transportation systems?	☐	☒
2.18	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	☐	☒
2.19	Will the project have any adverse impact on health or safety?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☐
2.23	Is this project within the Coastal Zone as defined in Executive Law, Article 42? If Yes, please complete Part IV.	☐	☒
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.		☐
	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:			
	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 ☒
	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 ☒
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).		☐	☒
	Moderate to Low Risk Area		Yes	No
	Zone	Description	☐	☐
	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.	☐	

	C and X	Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	☐	
	High Risk Areas		Yes	No
	Zone	Description	☐	☒
	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.	☐	
	AE	The base floodplain where base flood elevations are provided. AE Zones are now used on new format FIRMs instead of A1-A30.	☐	
	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).	☐	
	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.	☐	
	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.	☐	
	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.	☐	
	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.	☐	
	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.	☐	☒
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.	☐		
Undetermined Risk Area		Yes	No	
Zone	Description	☐	☒	

	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?		☐	☒
	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?		☐	☒
	If Yes, which floodplain?	100 Year	☐	
		500 Year	☐	

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

FEMA **Elevation Certificate** and Instructions

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	0.00%	Normally 10%
Construction Contingency - New Construction	0.00%	Normally 5%
Design Contingency - Renovation Work	10.00%	Normally 10%
Construction Contingency - Renovation Work	10.00%	Normally 10%
Anticipated Construction Start Date:	4/27/2026	as mm/dd/yyyy
Anticipated Midpoint of Construction Date	10/27/2026	as mm/dd/yyyy
Anticipated Completion of Construction Date	4/26/2027	as mm/dd/yyyy
Year used to compute Current Dollars:	2025	

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.		
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.		

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

	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		\$0	
2.3 Site Development	\$0	\$0	\$0
2.4 Temporary Utilities	\$0	\$0	\$0
2.5 Asbestos Abatement or Removal		\$0	
3.1 Design Contingency		\$0	
3.2 Construction Contingency		\$0	
4.1 Fixed Equipment (NIC)	\$0	\$0	\$0
4.2 Planning Consultant Fees		\$0	
4.3 Architect/Engineering Fees		\$0	
4.4 Construction Manager Fees		\$0	
4.5 Other Fees (Consultant, etc.)		\$0	
Subtotal (Total 1.1 thru 4.5)		\$0	
5.1 Movable Equipment (from Sched 11)		\$0	
5.2 Telecommunications		\$0	
6. Total Basic Cost of Construction (total 1.1 thru 5.2)		\$0	
7.1 Financing Costs (Points etc)	\$0		\$0
7.2 Interim Interest Expense: \$ At % for months	\$0		\$0
8. Total Project Cost: w/o CON fees Total 6 thru 7.2		\$0	
Application fees:			
9.1 Application Fee. Articles 28, 36 and 40. See Web Site.			
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 ie: .25% = .0025 --> 0.003		\$0	
10 Total Project Cost with fees		\$0	

Schedule 9

Project Financing

Contents:

- **Schedule 9 - Proposed Plan for Project Financing**

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

Schedule 9

Schedule 9 Proposed Plan for Project Financing:

I. Summary of Proposed Financial plan

Check all that apply and fill in corresponding amounts.

	Type	Amount
☐	A. Lease	\$
☒	B. Cash	
☐	C. Mortgage, Notes, or Bonds	\$
☐	D. Land	\$
☐	E. Other	\$
☐	F. Total Project Financing (Sum A to E) (equals line 10, Column C of Sch. 8b)	

If refinancing is used, please complete area below.

☐	Refinancing	\$
☐	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.	☒	
2. Attach a copy of the proposed lease(s).	☒	
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant.	☒	
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment.	☒	
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.	☒	
6. Attach two letters from independent realtors verifying square footage rate.	☒	
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.	☒	

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

Schedule 9

B. Cash

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

	N/A	Title of Attachment
1. Provide a breakdown of the sources of cash. See sample table above.	☐	Sch 9_2B-1 Funding Sources
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.	☐	Sch 9_2B-2 Trinity Health New York Audited Financial Statements FY24 Sch 9_2B-2 FY25 Sunnyview Income Statement Sch 9_2B-2 FY25 Sunnyview Balance Sheet
3. If amounts are listed in "Accumulated Funds" provide cross-reference to certified financial statement or Schedule 2b, if applicable.	☐	Sch 9_2B-3 THNY AFS Reference to Accumulated Funds
4. Attach a full and complete description of the assets to be sold, if applicable.	☒	
5. If amounts are listed in "Gifts (fundraising program)": • 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	☐	Sch 9_2B-5 Fundraising Program

**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": - 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).	☐	Sch 9_2B-6 Government Grants
7. If amounts are listed in "Other" attach a description of the source of financial support and documentation of its availability.	☒	
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.	☐	Sch 9_2B-8 Minimum Equity Contribution Availability
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 ☐	☒	

C. Mortgage, Notes, or Bonds

	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.	☒	
2. If New York State Dormitory Authority (DASNY) financing, then attach a copy of a letter from a mortgage banker.	☒	
3. Provide details of any DASNY bridge financing to HUD loan.	☒	
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.	☒	

New York State Department of Health Certificate of Need Application

Schedule 9

D. Land

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.	☒	
2. Attach a copy of the Appraisal. Supply the appraised date and the name of the appraiser.	☒	
3. Submit a copy of the proposed purchase/option agreement.	☒	
4. Provide an affidavit indicating any and all relationships between seller and the proposed operator/owner.	☒	

E. Other

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	☒	

F. Refinancing

	N/A	Title of Attachment
1. Provide a breakdown of the terms of the refinancing, including principal, interest rate, and term remaining.	☒	
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.	☒	

TRINITY HEALTH NEW YORK REGION

CONSOLIDATING BALANCE SHEET INFORMATION

June 30, 2024
(In thousands)

	St. Peter's Hospital	Samarian Hospital	Sunnyview Hospital & Rehabilitation Center	St. Peter's Health Partners Medical Associates	Trinity Health Anaesthesia Group of New York, P.C.
ASSETS					
CURRENT ASSETS:					
Cash and cash equivalents					
Investments in Trinity Health Pooled investment program					
Assets limited or restricted as to use - current portion					
Patient accounts receivable					
Estimated receivables from third-party payors					
Other receivables					
Receivables from affiliates					
Inventories					
Prepaid expenses and other current assets					
Total current assets	-				
ASSETS LIMITED OR RESTRICTED AS TO USE - Noncurrent portion					
Self-insurance, benefit plans and other					
By Board					
By donors					
Total assets limited or restricted as to use - Noncurrent portion	-				
PROPERTY AND EQUIPMENT - Net					
OPERATING LEASE ASSETS RIGHT-OF-USE ASSETS					
INVESTMENTS IN UNCONSOLIDATED AFFILIATES					
OTHER INTANGIBLE ASSETS					
OTHER ASSETS	-				
TOTAL ASSETS	=				



Sunnyview Rehabilitation Hospital

ST PETER'S HEALTH PARTNERS

1270 Belmont Avenue
Schenectady, NY 12308
Ph: 518.382.4500
Sunnyview.org
SPHP.com
Trinity-Health.org

Sunnyview Rehabilitation Hospital Pediatric Project
Certificate of Need Application Sch 9-B6

Government Grants Amount Information:

- Statewide Health Care Facility Transformation Program III.
- Application submitted February 7, 2022.
- RFA# 18406 application number DOH01-SHCFT3-2021-00446 awarded amount of \$ [REDACTED]
 - Award letter attached, contract in process.
- RFA# 18406 application number DOH01-SHCFT3-2021-00056 awarded amount of \$ [REDACTED]
 - Award letter and executed contract attached.
- Agency contact is Towfica Afsana, Towfica.Afsana@health.ny.gov.



Department of Health

KATHY HOCHUL
Governor

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

MEGAN E. BALDWIN
Acting Executive Deputy Commissioner

2/14/2023

VIA EMAIL

Ms. Kim Baker CEO
SUNNYVIEW HOSPITAL AND REHABILITATION CENTER
1270 Belmont Avenue
Schenectady, NY 12308

Re: RFA# 18406, Statewide Health Care Facility Transformation Program III (SHCFTP III)

Dear Ms. Kim Baker:

We are pleased to inform you that, based on application number DOH01-SHCFT3-2021-00056 submitted under the above referenced RFA that was released in September 2021, you have been awarded a reimbursement grant in an amount up to [REDACTED]

Please note that this letter is not a final commitment to provide funds, but rather is evidence of the intention on the part of the Department of Health (DOH) to enter into a Master Grant Contract (MGC) with SUNNYVIEW HOSPITAL AND REHABILITATION CENTER subject to compliance with the conditions set forth in the RFA and the attached Addendum. The final amount to be awarded is subject to compliance with these conditions, and may be less than the grant amount set forth above. Master Grant Contracts are also contingent upon approval of the Attorney General and the Office of the State Comptroller.

Conditions to this award listed in the RFA and attached Addendum must be completed prior to the execution of your MGC with DOH and distribution of grant proceeds.

Should you have any questions concerning SHCFTP III or this Award Letter, please address your inquiry to Statewide3@health.ny.gov. In order to properly address your questions, please also include a contact person, contact e-mail, and contact phone number in the body of your e-mail.

Sincerely,

James V. McDonald, M.D., M.P.H.
Acting Commissioner
New York State Department of Health

cc: Reuben R. McDaniel, III, President and CEO, DASNY
Sara Richards, Director of Grant Administration, DASNY

Addendum

The following conditions must be satisfied with respect to each capital project to be funded with grant funds before the Master Grant Contract can be finalized and executed:

- Confirmation by DASNY Bond Counsel that the capital project is eligible to be funded through the State supported bond program. A DASNY representative will contact you if additional information regarding the capital project expenditures is required.
- Evidence of the completion of a review pursuant to the State Environmental Quality Review Act ("SEQRA"). A DASNY representative will contact you in order to determine the appropriate level of review to be conducted.
- Verification that all services provided in connection with the project are open to all regardless of religious affiliation and have no religious components. If this is required, DASNY will provide the form to the applicant.
- Completion of the Workplan and Capital Budget providing an outline/summary of the work associated with the Project(s), identifying the project(s) of objectives, metrics and milestones, and identification of project expenditures.
- Verification the awardee has secured site control of the properties to be used for this project(s).
- Provided a copy of the applicant's Operating Certificate to DOH.
- Provided current Workers' Compensation and Disability certificates of insurance to DOH.
- Confirmation of awardees current Charities Registration status to DOH.
- Vendor Responsibility/Grant Diligence Requirements:
As a further condition to entering into a Master Grant Contract with the DOH:
 - Awardees must have completed a Vendor Responsibility Questionnaire (VRQ), either electronically or via paper form, within the past six months for which the contract will be finalized and executed.
 - Any requested Vendor Responsibility/Grant Diligence information must be provided to the satisfaction of DOH.
 - Identify any subcontractors that will receive over \$100K in award funds and ensure they have obtained an OSC vendor ID and completed a Vendor Responsibility Questionnaire (VRQ).
 - DOH shall have determined that the awardee, and any contractor(s) and/or other vendor(s) providing any goods or services with respect to the Project, are (and will continue to be) responsible and are able to meet the obligations under the MGC.
 - DOH, in consultation with DASNY or other parties as it shall determine to be necessary, shall, in its sole discretion, determine the truth and accuracy of all statements made in the Vendor Responsibility/Grant Diligence information and/or other documentation or information submitted in connection with any Project funded by the Grant.
 - DOH and/or DASNY, in their sole discretion, may request additional information or documentation, including in-person interviews of relevant individuals regarding any

aspect of the Project to be funded in whole or in part with Grant proceeds, and may audit any records of the Grantee related to the projects funded with the Grant.

- Verification that the awardee has initiated the request process for any necessary regulatory approvals and/or waivers such as DOH Certificate of Need (CON) approval, if required. In order to expedite the MGC execution process, CON and other DOH regulatory requirements should be considered as soon as possible.

If the above conditions are not satisfied within 60 days of the date of this notification, this award letter may expire. Upon written request from the applicant with an explanation acceptable to the Department of Health (DOH) as to why the required information was not provided to DOH and DASNY within the requisite timeframe, DOH may, in its sole discretion, grant an extension to allow more time to provide the information necessary to make a final determination of the grant award.

The following conditions must be satisfied with respect to each capital project prior to the reimbursement with grant funds under the terms of the Master Grant Contract:

- Submission of detailed project budgets for Bondability Review and Approval by Bond Counsel evidencing that bond proceeds will only be used for eligible costs.
- The primary source of funds for the SHCFTP III capital grant program will be bond proceeds, which by law may only be used for capital costs for federal income tax purposes and that comprise capital works or purposes under the State Finance Law. Therefore, Tax and bond counsel to the Dormitory Authority of the State of New York (DASNY) must confirm that the applicable grant expenditures identified in your application are costs that are eligible to be funded from proceeds of State-supported bonds as described in the Request for Applications Section III, B.
- The following costs are NOT capital costs and may not be funded with grant funds:
 - Internal labor costs (salaries, benefits, or other costs of an applicant's employees working on a project);
 - Costs of hand-held electronic devices or other equipment with a useful life of less than three years;
 - Ongoing maintenance fees; and
 - Other costs determined by DOH, DASNY and/or its bond counsel to be non-capital in nature.
- The budgets must separately identify all project costs, including those that are funded by independent sources and not grant funds. Professional estimates, quotes, bids, or other indicia from a design professional or equipment vendor setting forth the total Project cost must be provided.
- The budgets must identify all other funding sources and demonstrate to the satisfaction of DASNY and its bond and tax counsel that other available funds are both eligible and sufficient to pay such costs.
- If the Project includes IT or other technology equipment, the budget must clearly distinguish among the hardware, software development, software licenses, training, implementation, intellectual property costs and the amount and source of grant funds or other available funds to be spent on each component. Any project costs comprising ongoing maintenance fees also must be separately stated and funded with amounts other than bond proceeds. All components should be clearly identified and described. In addition, the amount of grant funds, if any, to be spent on each component must be stated, and the amounts of other available funds to be spent on such respective components must be clearly stated.

- If the Project includes the purchase of real property and if grant funds are to be used to acquire such real property, an appraisal meeting the Uniform Standards of Professional Appraisal Practice ("USPAP") standards for the real property to be acquired with grant funds must be provided, along with a completed Real Property and Fixed Asset Certification executed by the applicant. This form will be provided by DASNY to the applicable grantees.
- If the Project involves the renovation or improvement of a facility previously financed or refinanced with the proceeds of tax-exempt bonds, the applicant will have to complete and execute a Prior Bond Certification form. This form will be provided by DASNY to the applicable applicants.
- Public Authorities Control Board approval of the Project, as required and initiated by DOH and DASNY, is obtained.
- Confirmation of regulatory approvals and/or waivers such as DOH Certificate of Need (CON) required under the project(s) have been obtained.
- Confirmation that an MWBE Utilization Plan has been submitted and approved. Pursuant to the Request for Applications Section IV. I., the New York State Department of Health established a Minority and Women Owned Business participation goal of **30%** on any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing greater than \$25,000 under a contract awarded from this solicitation. All grantees must submit an acceptable MWBE Utilization plan reflective of this goal. In addition, successful awardees are required to certify they have an acceptable Equal Employment Opportunity policy statement.
- Submission of required quarterly reports on the status of the Statewide Health Care Facility Transformation Program II project. Such reports shall be submitted no later than 30 days after the close of the quarter, and shall be consistent with the provisions of the terms of the State of New York Master Contract for Grants.

The reports shall include:

- Progress made toward Statewide Health Care Facility Transformation Program III objectives;
- A status update on Project process and performance metrics and milestones;
- Information on Project spending and budget; and
- A summary of public engagement and public comments received.
- Confirmation that Financial Commitments in an amount sufficient to finance the full project cost less SHCFTP III grant proceeds are in place. Examples of acceptable commitments include:
 - Bank account and investment account statements;
 - Contractual agreements for the provision of such funds;
 - Board Resolution authorizing institutional funds to be utilized for purposes of the project;
 - Signed, notarized letter from a Senior Authorized Officer of the organization authorizing institutional funds to be utilized for purposes of the project;
 - Donor agreements and receipts;
 - Grant award letters with no outstanding contingencies, agreements and contracts;
 - Updated Letter of Interest including terms and conditions from a recognized lending institution, consistent with what was provided in your RFA submission;
 - Bond documents; or
 - Other documentation demonstrating, to the satisfaction of DOH and/or DASNY that sufficient funds for project completion have been secured and that the applicant is a going concern.

If the above conditions are not satisfied after the execution of the Master Grant Contract, delays in the commencement of your Project and receipt of state funds will occur.

Additional MGC Requirements of the Awardee:

- **Master Grant Contracts are also contingent upon approval of the Attorney General and the Office of the State Comptroller.**
- There are no advances allowed under this reimbursement grant award.
- State funding will only be provided to the awardee following the execution of the Master Grant Contract and submission of a reimbursement request acceptable to the DOH.
- If the Project is comprised of multiple and/or phased components, DOH may, after consultation with DASNY, enter into a MGC for those components of a Project that are Type II and may be properly segmented, including but not limited to planning, design or engineering costs, or for which a SEQRA review has been completed, so long as all other conditions of the Award Letter have been satisfied.
- DOH, DASNY, and other government agencies that may be involved in the grant process, and their bond counsel, are relying on the Grant Diligence information in order to determine whether or not to enter into a Master Grant Contract, including all required documentation provided in the course of reviews.
- DOH and /or DASNY, in their sole discretion, may request additional information or documentation, including in-person interviews of relevant individuals regarding any aspect of the Project to be funded in whole or in part with Grant proceeds, and may audit the records of the Grantee related to the projects funded with the Grant.
- The completed Grant Diligence information must be signed by one or more Authorized Officer(s) who possesses the requisite level of knowledge regarding the information provided and returned to the DOH.
- The Grantee acknowledges that there is a duty to notify DOH and DASNY of any changes to the statements made in the Grant Diligence information, as submitted to DOH and/or subsequently supplemented. The Grantee is hereby further advised that the submission of false information to the DOH could be a violation of Federal and State Penal Laws.
- The Grantee acknowledges that there is a duty to notify DOH and DASNY of any changes to the statements made in the Vendor Responsibility/ Grant Diligence information, as submitted to DOH and/or subsequently supplemented. The Grantee is hereby further advised that the submission of false information to the DOH could be a violation of Federal and State Penal Laws.
- Any request for modification or change to the awarded Project prior to finalization and execution of the Master Grant Contract must be identified in writing by the awardee to DOH within in 60 days of the receipt of this award letter.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Health Corning Tower, Empire State Plaza Albany, NY 12237	BUSINESS UNIT/DEPT ID: DOH01 3450000 CONTRACT NUMBER: DOH01-C38593GM-3450000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: SUNNYVIEW HOSPITAL AND REHABILITATION CENTER	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000013702 Federal Tax ID Number: 141338386	PROJECT NAME: Statewide III ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 1270 BELMONT AVE SCHENECTADY, NY 12308 CONTRACTOR PAYMENT ADDRESS: Sunnyview Hospital and Rehabilitation Center 1270 Belmont Ave Schenectady, NY 12308-2198 ☐ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: Sunnyview Hospital and Rehabilitation Center 1270 Belmont Ave Schenectady, NY 12308-2198 ☐ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: DEBORAH.NOVAKOVIC@SPHP.COM	CONTRACTOR STATUS: ☐ For Profit ☐ Municipality ☐ Tribal Nation ☐ Individual ☒ Not-For- Profit Charities Registration Number: 10-83-88 Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 04/01/2023 To: 03/31/2028 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract): CURRENT:  AMENDED: \$0.00 FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- ☒ Appendix A
- ☒ Attachment A:
 - ☒ A-1 Agency Specific Terms and Conditions
 - ☒ A-2 Program Specific Terms and Conditions
 - ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- ☒ Attachment B:
 - ☐ ATTACHMENT B-1 -- EXPENDITURE BASED BUDGET
 - ☐ B-2 Performance Based Budget
 - ☒ B-3 Capital Budget
 - ☐ B-4 Net Deficit Budget
 - ☐ ATTACHMENT B-1(A) -- EXPENDITURE BASED BUDGET (AMENDMENT)
 - ☐ B-2(A) Performance Based Budget (Amendment)
 - ☐ B-3(A) Capital Budget (Amendment)
 - ☐ B-4(A) Net Deficit Budget (Amendment)
- ☒ ATTACHMENT C -- WORK PLAN
- ☒ ATTACHMENT D
PAYMENT AND REPORTING
- ☒ Other:
 - Attachment M
 - Attachment V

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: SUNNYVIEW HOSPITAL AND
REHABILITATION CENTER

By: Chris Jordan

Printed Name

Title: SVP, Hospital Operations

Date: 04/23/2024

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

Department of Health

By: Ryan Vandervoort

Printed Name

Title: Director, Admin & Grants Group

Date: 04/25/2024

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: Benjamin Maggi

Printed Name

Title: Section Chief

Date: 05/02/2024

STATE COMPTROLLER'S SIGNATURE

By: Mia Graham

Printed Name

Title: Contract Management Specialist 3

Date: 05/21/2024

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

¹ For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

- B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
- C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
- D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.
- E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.
- G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
- The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.
- H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold

harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

- I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. **Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. **Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. **Renewal:**
 - 1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
 - 2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State

("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently

approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and

omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in

writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and

expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the

Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments

as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination,

and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic
Development
Division for Small Business and
Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic
Development
Division of Minority and Women's
Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: [mailto:mwbebusinessdev@esd.
ny.gov](mailto:mailto:mwbebusinessdev@esd.ny.gov)
[https://ny.newnycontracts.
com/FrontEnd/
searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

Agency Specific Terms and Conditions

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract" or "Agreement") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than the State, whether a Contractor, licensor, licensee, lessor, lessee or any other party identified on the State of New York Contract Face Page):

A. Earned Revenues: The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this Contract shall be used either to expand those program services funded by this Agreement or to offset expenditures submitted to the STATE for reimbursement.

B. Administrative Rules and Audits:

1. If this Contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements, regarding administration and allowable costs:
 - a) For local and Indian tribal governments, for-profit entities, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A, B, C, and E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
 - b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.
2. If this Contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in paragraph "B. 1" above.
3. The CONTRACTOR shall comply with the following grant requirements regarding procurements.

- a. If the Contract is funded in whole or in part with federal funds/awards, the Contractor shall abide by the procurement standards set forth in Subpart D, of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Appendix II to Part 200 as well as any defined terms set forth in Subpart A, OMB, 2 CFR, Chapter I, Chapter II, Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. If the Contract is funded entirely from State funds, and the CONTRACTOR is a New York State entity (i.e., a State agency or political subdivision of the State) the CONTRACTOR will follow the same policies and procedures it uses for procurements from its general funds.
- c. If the Contract is funded entirely from State funds, and the CONTRACTOR is not a New York State entity, the Contractor shall have and comply with the following:
 - i. A sufficient and documented procurement process that maintains records to detail the history of procurements associated with any awarded grant project. These records shall include, but are not limited to, rationale for the method of procurement (e.g., micro-purchase, small purchases, sealed bids, request for proposals, noncompetitive/sole source), the selection of a Contract type, Contractor selection and/or rejection, and the basis of a Contract price;
 - ii. A documented procurement process that conforms with any applicable federal, state and local laws and regulations. As part of the required procurement procedures, CONTRACTOR must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of Contracts. The standards of conduct must provide for disciplinary actions to be applied for violations by officers, employees or agents of the CONTRACTOR. Such standards shall provide, at a minimum, that no employee, officer, or agent of the CONTRACTOR will participate in the selection, award, or administration of a Contract supported by grant funds if a conflict of interest, real or actual, is involved. The standards of conduct shall also cover organizational conflicts of interest. Organizational conflicts of interest arise where an entity is or appears to be unable to conduct an impartial procurement action due to relationships with a parent company, affiliate, or subsidiary organization;
 - iii. A written protest procedure allowing any Contractor, subcontractor or aggrieved party to protest actions before or after the award of a Contract utilizing State funding. The CONTRACTOR alone will be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurement Contract solicitations and awards. Such protest shall be outlined in all bid requests, request

for proposals, request for applications, etc. issued by or on behalf of the CONTRACTOR concerning any grant-funded projects. CONTRACTOR may satisfy the protest procedure requirements by adopting procedures analogous to those set forth in Part 24 of Title 2 of the New York Codes, Rules and Regulations; and

- iv. Any Contract concerning a grant-funded project must be a written agreement between the CONTRACTOR and the third party providing specific goods and/or services. Whether with a Contractor, subcontractor, consultant or vendor, the Contract must as appropriate state the activities to be performed; the time schedule; the policies and requirements that apply to the Contractor, subcontractor, consultant or vendor, including these procurement requirements; and any other terms and conditions of the grant and the master grant Contract.
- v. These procurement requirements may also be met by demonstrating compliance with Subpart D, OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4. The CONTRACTOR shall comply with the following grant requirements regarding audits.

- a) If the Contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b) If this Contract is funded from other than federal awards or if the Contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

5. For audit reports that are not received by the dates due, the following steps shall be taken:

- a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- b) If the audit report is 180 days or more late, the STATE shall terminate all active Contracts, prohibit renewal of those Contracts and prohibit the execution of future Contracts until all outstanding compliant audit reports have been submitted.

C. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

D. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining Contract compliance as well as the quality of service being rendered.

E. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law.

F. The CONTRACTOR shall not discriminate on the basis of age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law, has filed a complaint, testified, or assisted any proceeding under the Human Rights Law.

G. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

H. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into the E-Contract under the Contract Package Tool as an Attachment in the Statewide Financial System or as Attachment E-1 in the paper-based Contract:

- a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into the E-Contract under the Contract Package Tool as an Attachment in the Statewide Financial System or as Attachment E-2 in the paper-based Contract:

- a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

I. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

J. All products supplied pursuant to this AGREEMENT shall meet local, State and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this Contract.

K. Reserved.

L. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

**New York State Department of Health
Grants Management Bureau
ESP Corning Tower Room 2863**

Albany, New York 12237

M. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the Cost Of Living Adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

N. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, Contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

O. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); G. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Ryan W. VanDerVoort

Title: Director, Administrative Management Services Group

Address: ESP Corning Tower, Room 2863, Albany 12237

Telephone Number: (518) 473-3597

Facsimile Number: N/A

E-Mail Address: Statewide3@health.ny.gov

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

P. Executive Order 177 Certification

By entering into this Contract, the CONTRACTOR understands the following:

1. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law, or other protected status under the Human Rights Law or;
2. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices; and
3. Generally, the Human Rights Law applies to:
 - all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
 - employers with fewer than four employees in all cases involving sexual harassment; and,
 - any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the CONTRACTOR, by entering into this Contract hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual

orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law. "Permitting a religious or denominational entity, or a charitable organization operated for charitable or educational purposes which is operated, supervised or controlled by a religious organization to limit employment or sales or rental of housing or admission to or giving preference to persons of the same religion or denomination or to promote the religious principles for which it is established or maintained" (NYS Human Rights Law, Section 296.11).

Q. Contractor Assurance of No Conflict of Interest or Detrimental Effect

The CONTRACTOR or subcontractor, by entering into this Contract or providing services pursuant to this Contract as a CONTRACTOR, joint venture Contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other Contract currently in force with the State of New York.

The CONTRACTOR, as well as any subcontractor providing services pursuant to or relating to this Contract, shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliate organization, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to the CONTRACTOR, subcontractor or other clients/customers/agents of the CONTRACTOR, subcontractor or former officers and employees of the STATE and its Affiliates, in connection with its rendering services enumerated in this Contract. If a conflict does or might exist, the CONTRACTOR or applicable subcontractor providing services pursuant to or relating to this Contract must describe how it will eliminate or prevent such conflict, indicating what procedures it will follow to detect, notify the STATE of, and resolve any such conflict. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

The CONTRACTOR, as well as any subcontractor providing services pursuant to or relating to this Contract, shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary

action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, "Commission"), and, if it has been the subject of any such investigation or disciplinary action, provide the STATE a brief description of the matter and how the matter was resolved or its status if it remains unresolved at the date of the disclosure. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State Contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not violate any existing Contracts or agreements between the CONTRACTOR and the State of New York;
2. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing Contracts or agreements between the CONTRACTOR and the State of New York;
3. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing Contracts between the CONTRACTOR and the State of New York;
4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State of New York will not affect or influence its ability to perform under any Contract with the State of New York resulting from this Contract;
5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State Contract to another;
6. In fulfilling obligations under each of its New York State Contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State Contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State Contract to another;

7. No former officer or employee of the STATE who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the STATE, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and
8. The CONTRACTOR has not and shall not offer to any employee, member or director of the STATE any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the STATE recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The STATE will review the nature of any such new relationship and reserves the right to terminate this Contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

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PROGRAM SPECIFIC TERMS AND CONDITIONS
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New York State Department of Health

Department of Health Program Name: Statewide Health Care Facility Transformation Program III

Initiative Name: Program Specific Clauses

A. General Provisions

1. Grant Funds must be used for Eligible Project Costs that meet the requirements of the RFA (e.g., “Eligible Projects” as defined in Section III of the RFA) for the Statewide Health Care Facility Transformation Program III (SHCFT3).
2. For projects or purposes supported through funds made available pursuant to Chapter 55 of the Laws of 2018, Eligible Project Costs may include capital project costs not otherwise bonded as referenced in the below section A - 3 and the following expenditures: (a) debt restructuring projects including costs to reduce, retire or refinance long-term liabilities such as mortgage or bank loans and other liabilities, payments of debt service, and costs for restructuring including professional fees, penalties, and interest; (b) general operating expenses directly connected to the eligible project for which funding has been awarded under the SHCFT3 program; and (c) other non-capital expenses, but excluding general operating expenses applicable to day-to-day operations and unconnected to the eligible project under this SHCFT3 program.
3. Capital projects supported by bond proceeds must constitute a capital work or purpose within the meaning of subdivision 4 of Section 67-a of the State Finance Law. For these projects, grant funds may not be used to pay or reimburse for non-capital costs, which include but shall not be limited to, working capital, salaries or other personnel (regardless of whether such costs are incurred in connection with the Project) costs, operating costs, loan repayments, lease payments, regular maintenance (including software maintenance fees), training, utilities, and supplies.
4. To the extent that the Bonds issued to fund the SHCFT3 grants are issued on a tax-exempt basis as currently contemplated, each Contractor must covenant that it shall not undertake any action that would cause interest on the SHCFTP IV Bonds to be taxable.
5. The Contractor shall indemnify and hold harmless the Dormitory Authority of the State of New York (DASNY), the Department of Health (DOH) and their respective agents, members, officers, employees and directors from and against any and all liability for damage, cost or expense, including: (A) liability for injury or damage, cost or expense resulting from the use of the Project; and (B) if Bonds issued to fund the Statewide Health Care Facility Transformation Program Grants (the “SHCFTP IV Bonds”) are

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issued on a tax-exempt basis: any claim, action or investigation that (a) results in the interest on the SHCFTP IV Bonds issued by DASNY being includable in gross income for federal income tax purposes; or (b) gives rise to an allegation by a federal government agency or authority, which DASNY is required to defend or refute, that the interest on the SHCFTP IV Bonds is includable in gross income for federal income tax purposes.

6. The Contractor is required to participate in and cooperate with evaluation and monitoring activities sponsored or conducted by the DOH and DASNY, including but not limited to on-site monitoring visits and inspections.
7. Notwithstanding anything to the contrary in the Grant Contract and/or appendices thereto, this Grant Contract shall not grant any title or ownership interest to the State in any real property, buildings, fixtures, or other improvements owned by the Contractor, even if said real property, buildings, fixtures, or improvements were purchased or financed pursuant to this Grant Contract. If the Contractor acquires or has acquired real property to be used for the Project financed in whole or in part with funds provided under this Grant Contract, the Contractor and the State affirmatively state and agree that neither the Contractor nor the State or DOH intends that the Contractor transfer any ownership interest in the real property, buildings, fixtures or other improvements included in that real property to DOH, DASNY, or any other person or entity related to DOH or DASNY.
8. To the extent any portion of the Grant is to be used for the acquisition of real property, DASNY and/or DOH must approve an appraisal undertaken by the Contractor in conformance with the Uniform Standards for Professional Appraisal Practice ("USPAP") demonstrating that the Grant Funds will be utilized to pay no more than the appraised value of the real property/fixed asset. DASNY and DOH must also receive a completed Real Property and Fixed Asset Certification from the Contractor as referenced in the Contractor's Award Letter.
9. No disposition of any asset purchased or improved, or any change in the use of a Project financed, in whole or part with Grant Funds, shall be permitted without the prior written consent of DOH and, for capital projects supported by SHCFTP IV bond proceeds, DASNY. DASNY may, at the sole cost of Contractor, consult with Bond Counsel as needed in order to determine whether to consent to such disposition or change in use. This clause will remain in effect for a period of ten (10) years after the end term of this contract.

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- 10.** No amendment, modification or changes to the Project budget shall be permitted without the prior written consent of DOH and, for capital projects supported by SHCFTP IV bond proceeds, DASNY. DASNY may, at the sole cost of Grantee, consult with Bond Counsel as needed to determine whether to consent to such Project budget change.
- 11.** In the event that a Contractor is not complying with the terms of the Grant Contract, DOH and/or, for capital projects supported by SHCFTP IV bond proceeds, DASNY may pursue any form of redress available, including administrative, legal or equitable remedies. Such redress may include, but may not be limited to, the withholding of additional Grant Funds, termination of the Grant Contract, and/or the recoupment of any or all Grant Funds that have been paid to such Contractor.
- 12.** The inability of a Contractor to complete the Project as described in the Grant Contract may result in DOH, in consultation with DASNY as appropriate, consenting to allow the modification of the Project or authorizing another party to assume the responsibilities of the non-performing Contractor; the withholding of Grant Funds; the termination of the Grant Contract; and/or the recoupment of Grant Funds.
- 13.** Any Funds received from a Contractor pursuant to a recovery action shall be used as an offset for amounts owed to the Contractor, for costs incurred in connection with such recovery action; transferred to the State; or used to redeem SHCFTP IV Bonds, as deemed appropriate by DASNY and DOH in consultation with DASNY's Bond Counsel, as appropriate.
- 14.** The Contractor must demonstrate site control to any property to be enhanced or improved with Grant Funds. Site control shall be considered as one of the following: ownership of the Site; the lessee of the Site under a long-term Lease; the holder of a right-of-way grant or similar instrument with respect to the Site; or managing partner or other authorization to act in all matters relating to the control and Operation of the Site. The DOH will determine, in consultation with DASNY, if appropriate, whether the requirement for the Contractor to have control of a Site is/has been satisfied.
- 15.** State Environmental Quality Review Act (SEQRA) compliance is required prior to the execution of each Grant Contract and requires the cooperation of the Contractor. DASNY shall review all Grant Applications to determine whether the proposed Project is subject to review under SEQRA. If all or a portion of the Project is subject to SEQRA, DASNY

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will verify that an appropriate review has been undertaken by another Lead Agency, or undertake a review on behalf of DOH as the listed Lead Agency.

- a. If a coordinated SEQRA review was undertaken for one or more components of the Project that resulted in an Environmental Impact Study, DASNY and DOH must issue findings. DASNY will assist DOH in the preparation of DOH's findings.
- b. If a coordinated SEQRA review was undertaken for one or more components of the Project that resulted in a Negative Declaration, DASNY shall prepare a concurrence document in connection with the review.
- c. If an uncoordinated SEQRA review was undertaken for one or more components of the Project. DASNY will review the Project and determine the level of additional SEQRA review in connection with the Project. DASNY, with the cooperation of the Grantee, will undertake the appropriate SEQRA review in connection with the Project, and prepare all necessary documents on behalf of DASNY and DOH.
- d. If the Project is a Type II action pursuant to SEQRA, DASNY shall require the Contractor to complete a Type II checklist, which shall conclude the SEQRA review process for Type II actions.
- e. If the SEQRA review is already in process by another Lead Agency, DASNY will request that both DOH and DASNY be involved agencies so bound by the determination of Lead Agency and participate in the process as required. DOH and DASNY hereby acknowledge that the timing of the SEQRA process will be dependent upon the review of the Lead Agency.
- f. DASNY will undertake the reviews required pursuant to the Smart Growth Public Infrastructure Policy Act; Section 14.09 of the State Historic Preservation Act; and other environmental statutes as required.
- g. DASNY shall coordinate as necessary with land use planning entities in order to complete the SEQRA review.

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16. The Contractor shall have provided evidence acceptable to DOH to demonstrate the existence of Other Funds or a binding commitment to receive Other Funds in an amount sufficient to fully fund the Project as described in the Grant Application.
17. The contract term is from April 1, 2023 to March 31, 2028. A time extension may be requested and shall be permitted with the consent of DOH.
18. The grant reimbursement period for this Grant Contract will begin April 1, 2023. Any expenses identified for reimbursement prior to this date will not be eligible for reimbursement.
19. There will be no advances of Grant Funds under this Grant Contract if the Eligible Project is for a capital work or purpose, a 'Capital Project.'
20. For the term of this Grant Contract, the Contractor will be required to submit claims for reimbursement and progress reports no more than 30 days following the end of the quarter.
21. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law. Pursuant thereto, in accordance with the provisions of State Finance Law §179-f(2)(b), the State hereby notifies the Contractor as follows. The State shall put forth reasonable efforts to make payment by the required payment date as set forth in Article 11-A, however, prior to the release of any payment to the Contractor the State reserves the right to conduct an inspection and/or audit of any claim for payment and supporting documentation for payment submitted by the Contractor to determine whether the resources applied or used by the Contractor in fulfilling the terms of this Grant Contract are appropriate eligible costs under the terms and conditions of the grant award. The period of time to be allotted to the State to conduct the inspection and/or audit may be up to forty-five (45) days from the date it receives a properly submitted claim for payment from the Contractor, and this time shall be excluded from any claim for late payment and associated interest. The Contractor further understands that should the State require additional documentation or information during the period of inspection and/or audit, the State shall notify the Contractor in writing. The Contractor has the duty of timely response to any such request, and the State shall not be liable for any delay in payment caused by the Contractor's failure to comply with said request(s).

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22. DASNY is a third-party beneficiary of this Grant Contract.

B. Capital Projects Requirements

For Grant Contracts that will be supported by SHCFTP IV bond proceeds as allowed under PHL 2825-g:

1. If this Grant Contract includes support for a capital project, and to the extent that the Project will be undertaken in space improved with the proceeds of tax-exempt bonds previously issued, the Contractor must demonstrate via competent evidence acceptable to DASNY (and DASNY's Bond Counsel, if applicable) that the project will have no adverse effect on the tax-exempt status of any outstanding bonds. DASNY and DOH must receive a completed Prior Bond Certification affirming that the applicant has consulted with the issuer of those bonds to verify that the Project will not violate applicable limitations on use of such space pursuant to Federal tax law or alternatively, provide an opinion from nationally recognized bond counsel indicating no adverse effect). DASNY will provide the form of Prior Bond Certification to DOH. This condition may not be waived by DOH or DASNY.
2. Due to the nature of the SHCFTP IV bonds for the funding of the Eligible Capital Project pursuant to the terms of this Grant Contract, items and equipment with a life cycle and/or depreciation life of three years or less shall not be eligible to be reimbursed with funds supported by SHCFTP IV bond proceeds.
3. The Project, as required by the Act, shall have been approved by the Public Authorities Control Board.
4. Bond Counsel selected by DASNY shall have confirmed that the portions of the Project to be funded with Bond Proceeds are Eligible Project Costs
5. Conditions Precedent to Contract Finalization and Execution:
 - a. Confirmation by DASNY Bond Counsel that the Capital Project is eligible to be funded through the State supported bond program.
 - b. Evidence of the completion of a review pursuant to SEQRA.
 - c. Verification that all services provided in connection with the Project are open to all regardless of religious affiliation and have no religious components.

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- d. Completion of the Workplan and Capital Budget providing an outline/summary of the work associated with the Project(s), identifying the Project(s) of objectives, metrics and milestones, and identification Project expenditures.
 - e. Verification the Contractor has secured site control of the properties to be used for this Project(s).
 - f. Copy of the Contractor's Operating Certificate to DOH.
 - g. Copy of current Workers' Compensation and Disability certificates of insurance to DOH.
 - h. Confirmation of Contractor's current Charities Registration status to DOH.
 - i. Completion of Vendor Responsibility/Grant Diligence Requirements:
 - (i.) A completed and certified Vendor Responsibility Questionnaire (VRQ), either electronically or via paper form, as of a date within six months prior to the date of the execution of the Grant Contract.
 - (ii.) Any requested Vendor Responsibility/Grant Diligence information required by DOH.
 - (iii.) Identification of any subcontractors that will receive over \$100K in award funds; OSC vendor ID and completed and certified Vendor Responsibility Questionnaire (VRQ).
 - j. Verification that the Contractor has initiated the request process for any necessary regulatory approvals and/or waivers such as DOH Certificate of Need (CON) approval, if required.
6. Conditions Precedent to Reimbursement with grant funds:
- a. Submission of detailed project budgets for Bondability Review and Approval by Bond Counsel evidencing that SHCFTP IV bond proceeds will only be used for Eligible Costs.

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- b.** Confirmation by Tax and Bond Counsel to DASNY that grant funds disbursed under this Grant Contract will be applied to Eligible Costs permitted to be funded from the proceeds of SHCFTP IV bonds, as described in Request for Applications Number 18406, Section III.B.
- c.** For Projects including the purchase of real property with grant funds, completion and submission of an appraisal meeting the Uniform Standards of Professional Appraisal Practice (“USPAP”) standards and a Real Property and Fixed Asset Certification to DASNY and DOH.
- d.** For Projects involving the renovation or improvement of a facility previously financed or refinanced with the proceeds of tax-exempt bonds, the completion and submission of the Prior Bond Certification form to DASNY.
- e.** Approval by the Public Authorities Control Board of the Project.
- f.** Confirmation that all applicable regulatory approvals and/or waivers required for the Project, such as Certificate(s) of Need (CON) have been obtained.
- g.** Confirmation that an MWBE Utilization Plan has been submitted and approved.
- h.** Submission of required quarterly reports on the status of the Statewide Health Care Facility Transformation Program III project. Such reports shall be submitted no later than 30 days after the close of the quarter, and shall be consistent with the provisions of the terms of the State of New York Master Contract for Grants.
 - i.** The reports shall include:
 - 1.** Progress made toward Statewide Health Care Facility Transformation Program III objectives.
 - 2.** A status update on Project process and performance metrics and milestones.
 - 3.** Information on Project spending and budget.

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4. A summary of public engagement and public comments received.

C. Debt Retirement/Reduction Requirements

If the Grant Contract includes support for debt reduction or retirement by the Contractor:

1. The Contractor will be required to submit current statements from each lender for each debt submitted for payoff. These statements must include the current debt balance and payment history. The Contractor will be required to submit documentation verifying that each debt submitted for payment is eligible for retirement under the terms of the Grant Contract and the approved Budget thereunder. If there are prepayment penalties or other requirements, the documentation must list those requirements.
2. Unless otherwise required to reimburse the Contractor for payments made subsequent to the start date of the contract for payments made by the Contractor on debts approved within the Workplan, all debt retirement payments made under this grant shall be paid directly to the lender under the terms of execute Payment Assignment(s). The Contractor will provide completed Payment Assignment forms (as provided by the State Agency) for each debt to be repaid.
3. The Contractor must submit invoices for all award payments. Invoice submissions should use the Claim for Payment form provided by the State Agency and must include the Grantee's name, address and payee ID number (SFS supplier ID). Each invoice must include valid lender documentation indicating the current debt balance, payoff amount, and how long the payoff amount will be valid to pay the debt in full, if applicable. Invoices for debt repayment must be submitted within one year of the contract execution date.
4. The Contractor must submit a statement from the lender reporting the post-payment debt balance no later than 60 days after each payment issuance by the Office of the State Comptroller. The statement must be in a form acceptable to DOH. If the Workplan indicates that the debt is to be fully discharged, the Contractor must submit written evidence from the lender of debt discharge, along with any other information that may be requested by the DOH. For debts only partially repaid with award funds, the Contractor must maintain quarterly statements from each lender and will make

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these records available to the DOH or its representatives upon request. These statements will include payment activity during the period and an end of quarter debt balance.

D. Requirements for Non-Capital Projects

1. Non-capital projects must be for start-up operating expenses directly connected to an awarded eligible capital project under the Statewide Health Care Facility Transformation Program III.
2. State funding will not be accessible until the connected capital project has been completed.

E. Contractor's Representation and Warranties

The Contractor warrants, agrees and covenants that:

1. The Contractor shall maintain all required licenses, registrations, certifications or other approvals, necessary or appropriate to operate its facilities and must meet all regulatory requirements and/or waivers for the Project, including but not limited to Certificate of Need requirements and operating certificates. It is expressly agreed and understood that payment of any Grant Funds awarded herein is contingent on Grantee's obtaining and maintaining all such licenses, registrations, certifications or other approvals, and meeting all such regulatory requirements.
2. The Contractor is solely responsible for all Project costs in excess of the Grant, including, but not limited to, providing the other funds identified in its application submitted in response to the RFA. The Contractor has obtained sufficient funding for all costs of the Project in excess of the Grant.
3. The Contractor shall report in writing to DOH and DASNY (if applicable) any grants, funds or commitments of funds received by the Contractor from any source, governmental or non- governmental, for purposes of the Project. No part of the Grant will be applied to any expense paid or payable from any other funding source. Neither the Contractor nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Grant Contract.

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Program Specific Terms and Conditions

New York State Department of Health

4. The Contractor, in addition to maintaining those records required elsewhere in this Grant Contract, shall maintain sufficient records to substantiate that: (1) the Grant has been expended only for costs of the Project; and (2) that any portion of the Grant financed with the proceeds of SHCFTP IV Bonds has been expended only for costs of the Project that constitute a capital work or purpose within the meaning subdivision 4 of section 67-a of the State Finance Law.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 04/01/2023 - 03/31/2028
Contract Amount: [REDACTED]

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	04/01/2023 - 03/31/2028	[REDACTED]			Y	Y

ATTACHMENT B-3 - CAPITAL BASED BUDGET SUMMARY

PROJECT NAME: Statewide III
 CONTRACTOR NAME: SUNNYVIEW HOSPITAL AND REHABILITATION CENTER
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 04/01/2023
 To: 03/31/2028

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. SCOPING & PRE-DEVELOPMENT	\$0.00	\$0.00	0%	\$0.00	\$0.00
2. DESIGN	[REDACTED]	\$0.00	0%	\$0.00	[REDACTED]
3. ACQUISITION	\$0.00	\$0.00	0%	\$0.00	\$0.00
4. CONSTRUCTION	[REDACTED]	\$0.00	0%	\$0.00	[REDACTED]
5. ADMINISTRATION	\$0.00	\$0.00	0%	\$0.00	\$0.00
6. WORKING CAPITAL/RESERVES	\$0.00	\$0.00	0%	\$0.00	\$0.00
7. OTHER	[REDACTED]	\$0.00	0%	\$0.00	[REDACTED]
Total	[REDACTED]	\$0.00	0%	\$0.00	[REDACTED]

ATTACHMENT B-3 - CAPITAL BASED BUDGET
DETAIL WORKSHEET – SCOPING & PRE-DEVELOPMENT

SCOPING & PRE-DEVELOPMENT: TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. N/A	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

SCOPING & PRE-DEVELOPMENT NARRATIVE

ATTACHMENT B-3 - CAPITAL BASED BUDGET
DETAIL WORKSHEET – DESIGN

DESIGN: TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Architecture Engineering		\$0.00	0%	\$0.00	
Total		\$0.00	0%	\$0.00	

DESIGN NARRATIVE
Bondable Design costs.

ATTACHMENT B-3 - CAPITAL BASED BUDGET
DETAIL WORKSHEET – ACQUISITION

ACQUISITION: TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. N/A	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

ACQUISITION NARRATIVE

ATTACHMENT B-3 - CAPITAL BASED BUDGET
DETAIL WORKSHEET – CONSTRUCTION

CONSTRUCTION: TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Renovation of 1270 Belmont Avenue		\$0.00	0%	\$0.00	
Total		\$0.00	0%	\$0.00	

CONSTRUCTION NARRATIVE
Bondable costs associated with renovation.

ATTACHMENT B-3 - CAPITAL BASED BUDGET
DETAIL WORKSHEET – ADMINISTRATION

ADMINISTRATION: TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. N/A	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

ADMINISTRATION NARRATIVE

ATTACHMENT B-3 - CAPITAL BASED BUDGET
DETAIL WORKSHEET – WORKING CAPITAL/RESERVES

WORKING CAPITAL/RESERVES: TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. N/A	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

WORKING CAPITAL/RESERVES NARRATIVE

ATTACHMENT B-3 - CAPITAL BASED BUDGET
DETAIL WORKSHEET – OTHER

OTHER: TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. FF E CON Fees IT Hardware		\$0.00	0%	\$0.00	
Total		\$0.00	0%	\$0.00	

OTHER NARRATIVE

Bondable costs associated with Fixed Furniture Equipment (FFE), Certificate of Need (CON) Fees, and IT Hardware.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Statewide III
CONTRACTOR NAME: SUNNYVIEW HOSPITAL AND REHABILITATION CENTER
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 04/01/2023
To: 03/31/2028

Sunnyview Hospital and Rehabilitation Center will utilize Statewide Health Care Facility Transformation Program (SHCFTP) funding (\$ [REDACTED]) to support the Equity in Recovery: Creating the Capital Region's first inpatient pediatric rehabilitation unit to benefit all children in the Greater Capital Region project for Sunnyview Hospital and Rehabilitation Center at 1270 Belmont Avenue, Schenectady, NY. This grant will support capital projects directly related to the facilitation of health care transformation activities.

This project will renovate approximately 6,000 square feet of space at the Sunnyview Hospital and Rehabilitation Center to create an approximately eight bed dedicated pediatric inpatient rehabilitation unit with single patient rooms and family and caregiver room-in capabilities, a pediatric-specific gym, adjustment of floors for elevation changes, installation of telephone and data ports, WIFI antennas, and other IT hardware. Equipment purchases will include patient monitoring and security equipment, sensory room hardware, assistive technology, adaptive rehabilitation equipment, interior signage, and pediatric cribs. Grant funds will support Design, Renovation, IT, and FF & E.

Sunnyview Hospital and Rehabilitation Center's financial position will improve by increasing yearly revenue with the new in-patient pediatric rehabilitation services provided.

The new health services made possible by this transformation plan include pediatric in-patient rehabilitation services providing therapy for children aged three to 17 years.

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective	
1 Objective 1 - Improve financial position and contribute to the long-term sustainability of Sunnyview Hospital and Rehabilitation Center	
Task	
1.1 Task 1 - Goal to increase hospital revenue after year 1 of implementation of services	
Performance Measures	
1.1.1 Performance Measure 1 - Report to DOH increase in hospital revenue resulting from the new pediatric rehabilitation services through financial reports.	
Objective	
2 Objective 2 - Preserve and expand essential health services in the community and communities served by providing new health services for pediatric rehabilitation	
Task	
2.1 Task 1 - Complete renovation of space to establish inpatient pediatric rehabilitation services	
Performance Measures	
2.1.1 Performance Measure 1 - Project Complete and Operational - Services Provided.	
2.1.2 Performance Measure 2 - Report to DOH patient census information on number of patients utilizing the new pediatric rehabilitation services.	

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 04/01/2023 - 03/31/2028			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	04/01/2023 - 06/30/2023	07/30/2023
2	Quarterly Reimbursement	07/01/2023 - 09/30/2023	10/30/2023
3	Quarterly Reimbursement	10/01/2023 - 12/31/2023	01/30/2024
4	Quarterly Reimbursement	01/01/2024 - 03/31/2024	04/30/2024
5	Quarterly Reimbursement	04/01/2024 - 06/30/2024	07/30/2024
6	Quarterly Reimbursement	07/01/2024 - 09/30/2024	10/30/2024
7	Quarterly Reimbursement	10/01/2024 - 12/31/2024	01/30/2025
8	Quarterly Reimbursement	01/01/2025 - 03/31/2025	04/30/2025
9	Quarterly Reimbursement	04/01/2025 - 06/30/2025	07/30/2025
10	Quarterly Reimbursement	07/01/2025 - 09/30/2025	10/30/2025
11	Quarterly Reimbursement	10/01/2025 - 12/31/2025	01/30/2026
12	Quarterly Reimbursement	01/01/2026 - 03/31/2026	04/30/2026
13	Quarterly Reimbursement	04/01/2026 - 06/30/2026	07/30/2026
14	Quarterly Reimbursement	07/01/2026 - 09/30/2026	10/30/2026
15	Quarterly Reimbursement	10/01/2026 - 12/31/2026	01/30/2027
16	Quarterly Reimbursement	01/01/2027 - 03/31/2027	04/30/2027
17	Quarterly Reimbursement	04/01/2027 - 06/30/2027	07/30/2027
18	Quarterly Reimbursement	07/01/2027 - 09/30/2027	10/30/2027
19	Quarterly Reimbursement	10/01/2027 - 12/31/2027	01/30/2028
20	Quarterly Reimbursement	01/01/2028 - 03/31/2028	04/30/2028

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated

pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
 7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
 8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
 9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. Narrative/Qualitative Report: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include

a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: 04/01/2023 – 03/31/2028			
Progress Report	Report Type	Report Period	Due Date
1	Progress Report	04/01/2023 - 06/30/2023	07/30/2023
2	Progress Report	07/01/2023 - 09/30/2023	10/30/2023
3	Progress Report	10/01/2023 - 12/31/2023	01/30/2024
4	Progress Report	01/01/2024 - 03/31/2024	04/30/2024
5	Progress Report	04/01/2024 - 06/30/2024	07/30/2024
6	Progress Report	07/01/2024 - 09/30/2024	10/30/2024
7	Progress Report	10/01/2024 - 12/31/2024	01/30/2025
8	Progress Report	01/01/2025 - 03/31/2025	04/30/2025
9	Progress Report	04/01/2025 - 06/30/2025	07/30/2025
10	Progress Report	07/01/2025 - 09/30/2025	10/30/2025
11	Progress Report	10/01/2025 - 12/31/2025	01/30/2026
12	Progress Report	01/01/2026 - 03/31/2026	04/30/2026
13	Progress Report	04/01/2026 - 06/30/2026	07/30/2026
14	Progress Report	07/01/2026 - 09/30/2026	10/30/2026
15	Progress Report	10/01/2026 - 12/31/2026	01/30/2027
16	Progress Report	01/01/2027 - 03/31/2027	04/30/2027
17	Progress Report	04/01/2027 - 06/30/2027	07/30/2027
18	Progress Report	07/01/2027 - 09/30/2027	10/30/2027
19	Progress Report	10/01/2027 - 12/31/2027	01/30/2028
20	Progress Report	01/01/2028 - 03/31/2028	04/30/2028

E. Special Payment and Reporting Provisions:

Period 1: All contractors will be required to submit claims for reimbursement and progress reports no more than 30 days following the end of the quarter and no more than 60 days for the final submission following the end of the contracts. For the term of the contract quarterly time periods will be as follows:

- April 1 through June 30
- July 1 through September 30
- October 1 through December 31
- January 1 through March 31

Attachment M

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE
CONTRACTS: REQUIREMENTS AND PROCEDURES**

I. General Provisions

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the "New York State Department of Health"), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of

the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D.** Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A.** The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B.** Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C.** Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A.** Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B.** If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial after the waiver has been fully processed.
- C.** If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

VII. Liquidated Damages - MWBE Participation

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

ATTACHMENT V

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Veterans' Services Law article 3 of New York State provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. NYS Department of Health recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYS Department of Health contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. NYS Department of Health hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the NYS Department of Health Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform.

By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to NYS Department of Health.

- C. NYS Department of Health will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of NYS Department of Health acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to NYS Department of Health a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYS Department of Health to be inadequate, NYS Department of Health shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by NYS Department of Health, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. NYS Department of Health may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If NYS Department of Health determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, NYS Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at NYS Department of Health for guidance.**

- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by NYS Department of Health at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, NYS Department of Health shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to NYS Department of Health, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If NYS Department of Health, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, NYS Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to NYS Department of Health: mwbe@health.ny.gov

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the NYS Department of Health with certified SDVOBs whom the NYS Department of Health determined were capable of fulfilling the SDVOB goals set in the Contract.

(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

V. Quarterly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance to the NYS Department of Health during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the NYS Department of Health website and should be completed by the Contractor and submitted to The NYS Department of Health, by the 10th day of each month during the term of the Contract, for the preceding quarters' activity to: mwbe@health.ny.gov .

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

30140 - Sunnyview Hosp & Rehab Ctr
 Balance Sheet
 Current Month vs Prior Month, Prior Year End
 As of June 30, 2025
 (\$ in Whole Dollars)

Run Time: 12:01 PM
 Run Date: Sep 16, 2025
 Template: SYS_BS01_ACT_CMPMPYE
 Operator: EBN2259

	Current Year Current Month 06/30/25	Current Year Prior Month 05/31/25	CM vs PM Variance	Prior Year Current Month 06/30/24	Prior Year Year End 06/30/24	CM vs PY YE Variance
ASSETS						
Current assets:						
Cash and cash equivalents						
Investments						
Security lending collateral						
Assets limited as to use, current						
Patient accounts receivable, net						
Est. receivables from third-party payors						
Other receivables						
Inventory						
Assets held for sale						
Prepaid expenses and other current assets						
Total current assets						
Assets limited as to use:						
Held by trustee under bond indentures						
Self insurance, benefit plans & other						
By Board						
By Donors						
Assets limited or restricted as to use, net of current						
Other Assets						
Property and equipment, net						
Operating lease assets						
Investments in unconsolidated affiliates						
Excess of cost over net assets acquired						
Other intangible assets						
Prepaid pension & retiree health costs						
Other long-term assets						
Total assets						
LIABILITIES AND NET ASSETS						
Current liabilities:						
Commercial paper & line of credit						
Short-term borrowings						
Current portion of long-term debt						
Operating lease liability ST						
Cash overdraft						
Accounts payable and accrued expenses						
Salaries, wages and related liabilities						
Security lending obligation						
Liabilities held for sale						
Estimated payables to third party payors, net						
Prof and workman's compensation						
Total current liabilities						
Long-term debt, net of current portion						
Operating lease liability LT						
Self-insurance reserves						
Accrued pension and retiree health costs						
Entrance fees						
Other long-term liabilities						
Total liabilities						
Net Assets:						
NA without donor restrictions						
Donor restricted temp NA CI						
Donor restricted endow NA CI						
NCI net assets						
Total net assets						
Total liabilities and net assets						

Funding Sources

Funding Sources	Amount
NYSDOH Transformation Grant*	
Sunnyview Foundation Commitment	
Sunnyview Specific Purpose Fund	
Total	

Notes:

*NYSDOH Transformation Grant funds to be spent by March 31, 2028



ST PETER'S HEALTH PARTNERS

A Member of Trinity Health

270 Belmont Avenue, Schenectady, New York, 12308
ph. 518.382.4586
givetosunnyview.org

May 19, 2025

Sunnyview Rehabilitation Hospital Pediatric Project
Certificate of Need Application Sch 9-B5

- The Sunnyview Rehabilitation Hospital Foundation has pledged to raise [REDACTED] for the Pediatric Project. There are no current pledges as this initiative has just begun.
 - There are no terms or conditions affixed to pledges. Attached is an example of the pledge form for reference.
- Sunnyview Rehabilitation Hospital Foundation staff are the fundraisers. There are no contracted services with external professional fundraisers.
- The Foundation's most recent fund drive was a large capital campaign to assist with the expansion of a rehab unit including an additional therapy gym. The commitment was [REDACTED] and the amount raised was \$ [REDACTED]

30140 - Sunnyview Hosp & Rehab Ctr
Statement of Operations
Current Period and Year to Date
As of June 30, 2025
(\$ in Whole Dollars)

	CURRENT MONTH		YEAR TO DATE		PRIOR YEAR		VAR %		ANNUAL FORECAST	
	ACTUAL	FORECAST	VARIANCE		ACTUAL	FORECAST	VARIANCE		ACTUAL	FORECAST

Non-controlling interest
Noncontrolling interest
Excess (Def) of rev over exp

Statistics:

Productive Hours
Non-Productive Hours
Total Payroll Hours
Contract Labor Hours
Total Hours

Productive FTEs
Non-Productive FTEs
Total Payroll FTEs
Contract Labor FTEs
Total FTEs

Statistics, Required (Non-FTE Hours)
Rolling Forecast K Statistics, Required
Statistics, Optional

30140 - Sunnyview Hosp & Rehab Ctr
 Balance Sheet
 Current Month vs Prior Month, Prior Year End
 As of June 30, 2025
 (\$ In Whole Dollars)

Run Time: 12:01 PM
 Run Date: Sep 16, 2025
 Template: SYS_BS01_ACT_CMPMPYE
 Operator: EBN2259

	Current Year Current Month 06/30/25	Current Year Prior Month 05/31/25	CM vs PM Variance	Prior Year Current Month 06/30/24	Prior Year Year End 06/30/24	CM vs PY YE Variance
ASSETS						
Current assets:						
Cash and cash equivalents						
Investments						
Security lending collateral						
Assets limited as to use, current						
Patient accounts receivable, net						
Est. receivables from third-party payors						
Other receivables						
Inventory						
Assets held for sale						
Prepaid expenses and other current assets						
Total current assets						
Assets limited as to use:						
Held by trustee under bond indentures						
Self insurance, benefit plans & other						
By Board						
By Donors						
Assets limited or restricted as to use, net of current						
Other Assets						
Property and equipment, net						
Operating lease assets						
Investments in unconsolidated affiliates						
Excess of cost over net assets acquired						
Other intangible assets						
Prepaid pension & retiree health costs						
Other long-term assets						
Total assets						
LIABILITIES AND NET ASSETS						
Current liabilities:						
Commercial paper & line of credit						
Short-term borrowings						
Current portion of long-term debt						
Operating lease liability ST						
Cash overdraft						
Accounts payable and accrued expenses						
Salaries, wages and related liabilities						
Security lending obligation						
Liabilities held for sale						
Estimated payables to third party payors, net						
Prof and workman's compensation						
Total current liabilities						
Long-term debt, net of current portion						
Operating lease liability LT						
Self-insurance reserves						
Accrued pension and retiree health costs						
Entrance fees						
Other long-term liabilities						
Total liabilities						
Net Assets:						
NA without donor restrictions						
Donor restricted temp NA CI						
Donor restricted endow NA CI						
NCI net assets						
Total net assets						
Total liabilities and net assets						

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)		Construction Cost PER S.F. Current (un-escalated)		(F x G) Construction Cost TOTAL Current sch.8B col.A (un-escalated)		Scope of work Alterations, prior renovation	
A	B	D	E	F	G	H	I	J	K	L	M
Sub project	Building	Floor	Functional Code	Description of Functional Code (enter Functional code in Column D, description appears here automatically)		Construction Cost PER S.F. Current (un-escalated)		(F x G) Construction Cost TOTAL Current sch.8B col.A (un-escalated)		Scope of work Alterations, prior renovation	
1	1	3	218	Pediatric		10700				rior renovat	
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							
				#N/A							

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

A		B	D	E	F	G	H	I
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					
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
Totals for Whole Project:					10700			

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

	YES	NO
1. If New Construction is Involved, is it "freestanding?"	☐	☒

	Dense Urban	Other metropolitan or suburban	Rural
2. Check the box that best describes the location of the facilities affected by this project:	☐	☒	☐

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	
		11/6/25	
PRINT NAME		TITLE	
Mike Tierney		Project Manager	
NAME OF FIRM			
St. Peter's Health Partners			
STREET & NUMBER			
2212 Burdett Ave			
CITY	STATE	ZIP	PHONE NUMBER
Troy	NY	12080	518-525-3111

**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
1	218	Tumble Forms Turtle System Deluxe 1120003 Allegro Medical 2026	1 P			
1	218	Tumble Forms Turtle System Scooter 1120004 Allegro Medical 2026	3 P			
1	218	Bailey Pediatric Convertible Balance Beam Set 35417 Rehab Mart 2026	2 P			
1	218	Tumble Forms Sidelyer 104002802 Allegro Medical 2026	2 P			
1	218	Tumble Forms Deluxe Strap Wedges 104002803 Allegro Medical 2026	1 P			
1	218	Tumble Forms Deluxe Strap Wedges 104002805 Allegro Medical 2026	2 P			
1	218	Tumble Forms Deluxe Strap Wedges 104002806 Allegro Medical 2026	2 P			
1	218	Skillbuilders Convertible Crawl Box EN-312670 Pro Health Care 2026	2 P			
1	218	2 in 1 Frog Swing Kit for motor skills 42141 Rehab Mart 2026	1 P			
1	218	Southpaw Sensory Swing Platform Swing 49922 Rehab Mart 2026	2 P			
1	218	Pediatric Crib P-500 Universal Medical	6 P			
1	218	Hospital Bed C57 Carroll Hospital Bed Inacare	6 P			
1	218	Family Member Sleeper West Elm Haven twin sleeper	6 P			
1	218	Patient Room Guest chair National Business Furniture	22 P			

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

Hausmann Hi-Lo Treatment Table 566556 Performance Health 2026

1	218				8 P	
1	218	Hopscotch Gel Floor Tiles CF424 Fun and Function 2026			1	
1	218	Ball Storage Shelf EEQ8336 Fun and Function 2026				
1	218	Climb-Able Wall MW7013P Fun and Function 2026			2	
1	218	Air-Lite Barrel Roll CF-4637 Fun and Function 2026				
1	218	Tactile Sensory Ball MW7456 Fun and Function 2026				
1	218	Adaptive Climbing Wall MW5889 Fun and Function 2026			2	
1	218	Crash Mats VS2684P Fun and Function 2026				
1	218	On the Go Swing Frame CF5865 Fun and Function 2026			3	
1	218	Platform Board CF5865 Fun and Function 2026				
1	218	LED Fiber Optic Cascade LS3841 Fun and Function 2026			2	
1	218	Led Fiber Optic Cascade LS3842 Fun and Function 2026				
1	218	The Gymbox EQ3838 Fun and Function 2026				
1	218	10 Tray Cubbies CF6175P Fun and Function 2026			2	
1	218	Tyke Tower MW6270 Fun and Function 2026			3	
1	218	Action Room Standard KT6189 Fun and Function			2	
1	218	Enviro-Safe Royal Blue Mats MW6249P Fun and Function 2026			6	

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

1	218	Tacile UV Sensory Panel SP7177 Fun and Function 2026	3					
1	218	Sensa Soft Vibroacoustic Ball Pit SP7287	2					
1	218	SensaSoft Tumble Play Rollers	3					
1	218	Sensasoft Tumble Play SP7224 Fun and Function 2026	2					
1	218	Trampoline with Hand Rail VS8372 Fun and Function 2026	1					
1	218	Sensory Hallway KT7474 Fun and Function 2026	2					
1	218	Chill Spa Large 10 x 20 CFT126 Fun and Function 2026	3					
1	218	Pure Fun Dura-Bounce Trampoline VS7420 Fun and Function 2026						
1	218	Sensory Room Package SK7393 Fun and Function 2026	2					
1	218	Bailey Non-Step Straight training stairs 35413 Rehab Mart 2026	2					
1	218	Steps and Bridge 1366874 Autism Products 2026						
1	218	Plinth, Pediatric Tilt Table Medcopes.com 2026	2					
1	218	Pediatric Fun-Tastic Table 7102626 Performance Health 2026	4					
1	218	Tumble Forms 2 Tadpole 81027192 Rehab Mart 2026	3					
1	218	Pediatric PT Rehab Parallel Bars 17114 Rehab Mart 2026						
1	218	Senory Toys, Weighted Vests and Weighted Balls Fun and Function	1					
1	218	Oral Motor Products Fun and Function	1					

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

1	218	Kids Treadmill for Cardio-vascular 35369 Rehab Mart	3		
1	218	12.9" I Pad Pro Apple 2026	6		
1	218	10.2" I Pad Apple 2026	10		
1	218	Pediatric durable medical equipment- wheelchairs, high chairs, strollers allowance			
1	218	Family lounge couch, comfy chairs, table - allowance			
1	218	Clean Holding - metro shelving and cover allowance			
1	218	Med Room- under counter refrig- allowance			
1	218	ADL Room- refrig, microwave, table and chairs allowance			
1	218	Hoggi Bingo Evolution Adaptive Stroller Spin Kids	3 P		
		Special Tomato Hi-Low MPS 79300309	2		
		Outpatient Waiting Room- guest chairs and end table allowance			
		staff lounge refrigerator, microwave, table and chair allowance			
		Artwork allowance- 30 pieces	30		
		Window treatment allowance	14		
		Interior sign allowance	40		
		trash can allowance	50		
		task chair allowance	12		

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

[illegible]

Conduct in increase equipment		
Total lease and purchase costs: Subproject 7		
Total lease and purchase costs: Subproject 8		
Total lease and purchase costs: Whole Project		

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
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					

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

	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	\$0.00



ST PETER'S HEALTH
PARTNERS

Facilities Planning, Design & Construction

New York State Department of Health
Certificate of Need Application

Schedule 13 C. Annual Operating Costs

Required Attachments

1. In an attachment, provide the basis for determining budgeted expenses, including details for how depreciation and rent / lease expenses were calculated

The project budget was developed with various contractor and vendor estimates. Our project architect completed Schematic Design drawings. Our construction manager provided a detail construction estimate. We had various vendors provide estimates for soft costs. We used historical data to price movable equipment and consulted therapy suppliers for many therapy gym items. We used historical pricing for IT, security and nurse call.

There are no rent or lease expenses for the project budget.

Schedule 13

All Article 28 Facilities

Contents:

- **Schedule 13 A - Assurances**
- **Schedule 13 B - Staffing**
- **Schedule 13 C - Annual Operating Costs**
- **Schedule 13 D - Annual Operating Revenue**

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

Schedule 13A

Schedule 13 A. Assurances from Article 28 Applicants

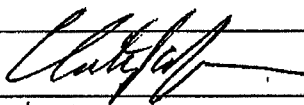
Article 28 applicants seeking combined establishment and construction or construction-only approval must complete this schedule.

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

5/29/2025



Signature:

CHRISTOPHER JORDAN

Name (Please Type)

SENIOR VICE PRESIDENT, HOSPITAL OPERATIONS

Title (Please type)

New York State Department of Health Certificate of Need Application

Schedule 13B

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 or ☐ Subproject number

A	B	C	D
	Number of FTEs to the Nearest Tenth		
Staffing Categories	Current Year*	First Year Total Budget	Third Year Total Budget
1. Management & Supervision			
2. Technician & Specialist			
3. Registered Nurses			
4. Licensed Practical Nurses			
5. Aides, Orderlies & Attendants			
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			
15. Other Therapists and Assistants			
16. Infection Control, Environment and Food Service			
17. Clerical & Other Administrative			
18. Other Maintenance			
19. Other Pharmacy			
20. Other			
21. Total Number of Employees			

*Last complete year prior to submitting application

**Only for RHCF and D&TC proposals

Describe how the number and mix of staff were determined:

Sunnyview staffs Physical Therapy, Occupational Therapy, and Speech Language Pathology consistent with the industry standard and in excess of the Medicare and Medicaid minimum (3hrs of therapy 5 days per week). We anticipate all pediatric patients will need PT. Most will need OT and some will need SLP. For nursing we used the model at Spaulding Rehabilitation Hospital's industry leading pediatric inpatient rehab, which has Registered Nurses with assistance of a Patient Care Technician during the day.

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

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

Schedule 13B

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	☐		

Transfer & Affiliation Agreement	
Hospital(s) with which an affiliation agreement is being negotiated	
o Distance in miles from the proposed facility to the Hospital affiliate.	
o Distance in minutes of travel time from the proposed facility to the Hospital affiliate.	
o Attach a copy of the letter(s) of intent or the affiliation agreement(s), if appropriate.	N/A ☐ Attachment Name:
Name of the nearest Hospital to the proposed facility	
o Distance in miles from the proposed facility to the nearest hospital.	
o Distance in minutes of travel time from the proposed facility to the nearest hospital.	

New York State Department of Health
Certificate of Need Application

Schedule 13B

Schedule 13 B-3. AMBULATORY SURGERY CENTERS ONLY - Physician Commitments

Upload a spreadsheet or chart as an attachment to this Schedule of all practitioners, including surgeons, dentists, and podiatrists who have expressed an interest in practicing at the Center. The chart must include the information shown in the template below.

Additionally, upload copies of letters from each practitioner showing the number and types of procedures he/she expects to perform at the Center per year.

Practitioner's Name	License Number	Specialty/(s)	Board Certified or Eligible?	Expected Number of Procedures	Hospitals where Physician has Admitting Privileges	Title and File Name of attachment
---------------------	----------------	---------------	------------------------------	-------------------------------	--	-----------------------------------

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

Schedule 13C

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: Sch 13-B Staffing, 13-C Annual Op Costs, 13-D Annual Op Rev) 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 Attachment	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.	New York State Department of Health Certificate of Need Application	Schedule 13 C Required Attachment Item 1
2. In a sperate attachment, provide the basis for interest cost. Separately identify, with supporting calculations, interest attributed to mortgages and working capital	Sunnyview Pediatric Project CON Submission	Sch 13-B Staffing, 13-C Annual Op Costs, 13-D Annual Op Rev

☒ 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)			
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			

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

Schedule 13C

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)			
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)			
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 Outpatient Operating Costs			

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 13D

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: Sch 13-B Staffing, 13-C Annual Op Costs, 13-D Annual Op Rev) 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.	☒		
2. Provide the basis and supporting calculations for all utilization and revenues by payor.	☐	Sunnyview Pediatric Project CON Submission	Sch 13-B Staffing, 13-C Annual Op Costs, 13-D Annual Op Rev
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>	☒		

**New York State Department of Health
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Schedule 13D

Table 13D - 1

	a	b	c
Categories	Current Year	Year 1 Total Revenue Budget	Year 3 Total Revenue Budget
Start date of year in question:(m/d/yyyy)			
1. Inpatient Services			
2. Outpatient Services			
3. Ancillary Services			
4. Total Gross Patient Care Services Rendered			
5. Deductions from Revenue			
6. Net Patient Care Services Revenue			
7. Other Operating Revenue (Identify sources)			
8. Total Operating Revenue (Total 1-7)			
9. Non-Operating Revenue			
10. Total Project Revenue			

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Schedule 13D

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 dis- charges	(B) Dollars (\$)	\$ per Patient Day or dis- charge (B)/(A)	(C) Patient Days or dis- charges	(D) Dollars (\$)	\$ per Patient Day or dis- charge (D)/(C)	(E) Patient Days or dis- charges	(F) Dollars (\$)	\$ per Patient Days or dis- charges (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
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Schedule 13D

Table 13D – 2B

Various outpatient services may be reimbursed as visits or procedures. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.

Visits (V) ☒ or Procedures (P) ☐

Outpatient Services Source of Revenue	Total Current Year			First Year Total Budget			Third Year Total Budget		
	(A) V/P	(B) Dollars (\$)	\$ per V/P (B)/(A)	(C) V/P	(D) Dollars (\$)	\$ per V/P (D)/(C)	(E) V/P	(F) Dollars (\$)	\$ per V/P (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									
Total of Inpatient and Outpatient Services									

Sunnyview Pediatric Project CON Submission

Table 13B - 1

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

Table 13D - 1

Categories	a Current Year	b Year 1 Total Revenue Budget	c Year 3 Total Revenue Budget
Start Date of Year in Question			
1. Daily Hospital Services			
2. Ambulatory Services			
3. Ancillary Services			
4. Total Gross Patient Care Services Rendered			
5. Deductions from Revenue			
6. Net Patient Care Revenue			
7. Other Operating Revenue (Identify Sources)			
Foundation			
Restricted Net Assets Released			
Renal/Lease Income			
Cafeteria Income			
Grant Income			
Wellness Center Income			
All other Miscellaneous Revenue			
8. Total Operating Revenue (Total 1 - 7)			
9. Non-Operating Revenue			
10. Total Project Revenue			

R&B	Y1 Impact	Y3 Impact
Arb		
Ancillary		
Total Gross		
Deductions		
NPR		
Restricted		
Foundation		
Rent		
Cafe		
Grant		
Well		
Other		
NOR		

Table 13D - 2A

Patient Days Source of Revenue	Total Current Year		First Year Total Budget		Third Year Total Budget	
	(A) Patient Days or Discharges	(B) Net Revenue Dollars (\$)	(C) Patient Days or Discharges	(D) Net Revenue Dollars (\$)	(E) Patient Days or Discharges	(F) Net Revenue Dollars (\$)
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						

	4,381	9,046,475	2,065
--	-------	-----------	-------

Table 13D - 2B

Outpatient Services Source of Revenue	Total Current Year		First Year Total Budget		Third Year Total Budget	
	(A) Visits/ Procedures	(B) Net Revenue Dollars (\$)	(C) Visits/ Procedures	(D) Net Revenue Dollars (\$)	(E) Visits/ Procedures	(F) Net Revenue Dollars (\$)
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						

--	--	--	--	--	--	--

Total of Inpatient & Outpatient Services

Summary of ICR Entry Into CoN Categories

	Grand Total				Deductions	Net Revenue	Days	Visits
	Charges	Inpatient	Outpatient					
1 Comm	FFS							
2 Mgd Care	FFS							
3 Medicare	FFS							
4 Mgd Care	FFS							
5 Medicaid	FFS							
6 Mgd Care	FFS							
7 Self Pay								
9 Charity								
8 Bad Debt								
Total								
1 Comm	FFS							
2 Mgd Care	FFS							
3 Medicare	FFS							
4 Mgd Care	FFS							
5 Medicaid	FFS							
6 Mgd Care	FFS							
7 Self Pay								
9 Charity								
8 Bad Debt								
Total								

[illegible]

Schedule 16

CON Forms Specific to Hospitals Article 28

Contents:

- **Schedule 16 A - Hospital Program Information**
- **Schedule 16 B - Hospital Community Need**
- **Schedule 16 C - Impact of CON Application on Hospital Operating Certificate**
- **Schedule 16 D - Hospital Outpatient Departments**
- **Schedule 16 E - Hospital Utilization**
- **Schedule 16 F - Hospital Facility Access**

New York State Department of Health
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Schedule 16A

Schedule 16 A. Hospital Program Information

See "Schedules Required for Each Type of CON" to determine when this form is required.

Instructions: Briefly indicate how the facility intends to comply with state and federal regulations specific to the services requested, such as cardiac surgery, bone marrow transplants. For clinic services, please include the hours of service for each day of operation, name of the hospital providing back-up services (indicating the travel time and distance from the clinic) and how the facility intends to provide quality oversight including credentialing, utilization and quality assurance monitoring.

The facility is committed to full compliance with all applicable state and federal regulations governing both inpatient pediatric rehabilitation services and outpatient pediatric therapy. For inpatient services, this includes adherence to the Centers for Medicare & Medicaid Services (CMS) Conditions of Participation for hospitals and Inpatient Rehabilitation Facilities (IRFs), as well as applicable state licensure standards. For outpatient therapy, the facility will comply with CMS requirements for therapy services, including proper documentation, supervision requirements, and billing practices under Medicare and Medicaid guidelines. We will also meet state-specific practice acts and regulations governing physical therapy, occupational therapy, and speech-language pathology.

The facility will ensure that all pediatric therapy services are delivered by licensed professionals who meet state credentialing and supervision standards. Evidence-based care plans, HIPAA-compliant documentation systems, and quality assurance processes will be in place to support clinical effectiveness and regulatory compliance. Ongoing staff training, regular policy reviews, and internal audits will support our commitment to providing high-quality, developmentally appropriate care in a safe and compliant environment. intain compliance and deliver high-quality, safe and effective care to pediatric patients.

Sunnyview intents to maintain its Commission of Accreditation of Rehabilitation Facilities which is a organization that surveys to ensure inpatient rehabilitations provide high quality care to meet the needs of the populations served.

Sunnyview has contracted with Albany Medicial Center to provide pediatric physician coverage of this population for medical management.

For Hospital-Based -Ambulatory Surgery Projects:
Please provide a list of ambulatory surgery categories you intend to provide.

List of Proposed Ambulatory Surgery Category

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

Schedule 16A

For Hospital-Based -Ambulatory Surgery Projects:
Please provide the following information:

Number and Type of Operating Rooms:

- Current:
- To be added:
- Total ORs upon Completion of the Project:

Number and Type of Procedure Rooms:

- Current:
- To be added:
- Total Procedure Rooms upon Completion of the Project:

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Schedule 16B

Schedule 16 B. Community Need

See "Schedules Required for Each Type of CON" to determine when this form is required.

Public Need Summary:

Briefly summarize on this schedule why the project is needed. Use additional paper, as necessary. If the following items have been addressed in the project narrative, please cite the relevant section and pages.

1. Identify the relevant service area (e.g., Minor Civil Division(s), Census Tract(s), street boundaries, Zip Code(s), Health Professional Shortage Area (HPSA) etc.)

Sunnyview accepts patients from across New York State, Vermont, Western Massachusetts and Pennsylvania. 90 % of patients were from the following 14 upstate New York County; Albany, Schenectady, Rensselaer, Saratoga, Montgomery, Fulton, Columbia, Greene, Schoharie, Warren, Oneida, Washington, Oswego and Broome.

2. Provide a quantitative and qualitative description of the population to be served. Data may include median income, ethnicity, payor mix, etc.

The payor composition of the inpatient population served by Sunnyview hospital is 10.2% Medicaid, 69.3% Medicare 0.1% uninsured and 20.3% commercially insured. The pair composition of outpatient population served by Sunnyview hospital is 14% Medicaid, 41% Medicare, 0% uninsured and 45% commercially insured.

3. Document the current and projected demand for the proposed service in the population you plan to serve. If the proposed service is covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

With a proposal for the establishment of an inpatient pediatric therapy unit at Sunnyview Rehabilitation Hospital, a grant was applied for and received from New York State Department of Health in 2023 for \$[REDACTED]. In this grant application, the need for inpatient pediatric rehabilitation services was established. With a paucity of pediatric inpatient rehabilitation services in the capital region, patients requiring these services are required to leave the region for this care. It is estimated that there are ~2000 patients per year in the capital region requiring post acute rehabilitation services. At least 10% of these patients would likely qualify for acute inpatient services with an anticipation of 40-50 admissions expected to Sunnyview annually.

4. (a) Describe how this project responds to and reflects the needs of the residents in the community you propose to serve.

Currently, within the Capital Region of NYS there is a paucity of Inpatient Pediatric Rehabilitation Services. For the adult population, Sunnyview serves the IRF needs of much of Upstate NY and southwestern VT. Service availability for pediatrics is further limited with the closest centers being located in Boston, MA and Westchester Co, NY. Pediatric patients currently requiring acute inpatient services following discharge from a tertiary care center are required to travel or settle for sub-acute rehabilitation and/or

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Certificate of Need Application**

Schedule 16B

discharge to home with therapy services. The target service recipient population are pediatric patients within the capital region and Central New York who are receiving acute inpatient treatment for traumatic injuries (spinal cord injuries & traumatic brain injuries) as well as those recovering from debilitating illnesses requiring intensive therapy.

(b) Will the proposed project serve all patients needing care regardless of their ability to pay or the source of payment? If so, please provide such a statement.

Yes, Sunnyview Rehabilitation Hospital commits to serving all patients in need regardless of their ability to pay or the source of payment.

5. Describe where and how the population to be served currently receives the proposed services.

Current Inpatient Pediatric Acute Rehabilitation services are received at Blythedale Children's in Westchester Co, Spaulding Rehabilitation in Boston, MA. There are currently no available pediatric therapy services to the west with the closest pediatric IRF west in Pittsburgh, PA

6. Describe how the proposed services will be address specific health problems prevalent in the service area, including any special experience, programs or methods that will be implemented to address these health issues.

Sunnyview's proposed pediatric unit will add pediatric acute rehab services to the community which will allow patients to stay closer to their home. This will reduce the disruption to the patient and their families lives while still providing them with high quality inpatient rehabilitation that is currently being received at major centers around York city in Boston.

Sunnyview's proposed inpatient pediatric unit will have the ability to provide enhanced medical monitoring to allow for the care of more complicated pediatric patients who would otherwise need to leave the area for care.

ONLY for Hospital Applicants submitting Full Review CONs

Non-Public Hospitals

7. (a) Explain how the proposed project advances local Prevention Agenda priorities identified by the community in the most recently completed Community Health Improvement Plan (CHIP)/Community Service Plan (CSP). *Do not submit the CSP.* Please be specific in which priority(ies) is/are being addressed.

- (b) If the Project does not advance the local Prevention Agenda priorities, briefly summarize how you are advancing local Prevention Agenda priorities.

8. Briefly describe what interventions you are implementing to support local Prevention Agenda goals.

9. Has your organization engaged local community partners in its Prevention Agenda efforts, including the local health department and any local Prevention Agenda coalition?

10. What data from the Prevention Agenda dashboard and/or other metrics are you using to track progress to advance local Prevention Agenda goals?

11. In your most recent Schedule H form submitted to the IRS, did you report any Community Benefit spending in the Community Health Improvement Services category that supports local Prevention Agenda goals? (Y/N question)

ONLY for Hospital Applicants submitting Full Review CONs

Public Hospitals

12. Briefly summarize how you are advancing local public health priorities identified by your local health department and other community partners.

13. Briefly describe what interventions you are implementing to support local public health priorities.

14. Have you engaged local community partners, including the local health department, in your efforts to address local public health priorities?

15. What data are you using to track progress in addressing local public health priorities?

New York State Department of Health Certificate of Need Application

Schedule 16C

The Sites Tab in NYSE-CON has replaced the Authorized Beds and Licensed Services Tables of Schedule 16C. The Authorized Beds and Licensed Services Tables in Schedule 16C are only to be used when submitting a Modification, in hardcopy, after approval or contingent approval.

C. Impact of CON Application on Hospital Operating Certificate

Note: If the application involves an extension clinic, indicate which services should be added or removed from the certificate of the extension clinic alone, rather than for the hospital system as a whole. If multiple sites are involved, complete a separate 16C for each site.

TABLE 16C-1 AUTHORIZED BEDS

LOCATION: 1270 Belmont Avenue, Schenectady NY 12308 (Enter street address of facility)
--

Category	Code	Current Capacity	Add	Remove	Proposed Capacity
AIDS	30		☐	☐	
BONE MARROW TRANSPLANT	21		☐	☐	
BURNS CARE	09		☐	☐	
CHEMICAL DEPENDENCE-DETOX *	12		☐	☐	
CHEMICAL DEPENDENCE-REHAB *	13		☐	☐	
COMA RECOVERY	26	6	☐	☐	6
CORONARY CARE	03		☐	☐	
INTENSIVE CARE	02		☐	☐	
MATERNITY	05		☐	☐	
MEDICAL/SURGICAL	01	17	☐	☒ 7	10
NEONATAL CONTINUING CARE	27		☐	☐	
NEONATAL INTENSIVE CARE	28		☐	☐	
NEONATAL INTERMEDIATE CARE	29		☐	☐	
PEDIATRIC	04		☐	☐	
PEDIATRIC ICU	10		☐	☐	
PHYSICAL MEDICINE & REHABILITATION	07	82	☒ 7	☐	89
PRISONER				☐	
PSYCHIATRIC**	08		☐	☐	
RESPIRATORY				☐	
SPECIAL USE				☐	
SWING BED PROGRAM				☐	
TRANSITIONAL CARE	33		☐	☐	
TRAUMATIC BRAIN INJURY	11	10	☐	☐	10
TOTAL		115	☒ 7	☒ 7	115

*CHEMICAL DEPENDENCE: Requires additional approval by the Office of Alcohol and Substance Abuse Services (OASAS)

**PSYCHIATRIC: Requires additional approval by the Office of Mental Health (OMH)

Does the applicant have previously submitted Certificate of Need (CON) applications that have not been completed involving addition or decertification of beds?

☒ No

☐ Yes (Enter CON number(s) to the right)

New York State Department of Health Certificate of Need Application

Schedule 16C

The Sites Tab in NYSE-CON has replaced the Authorized Beds and Licensed Services Tables of Schedule 16C. The Authorized Beds and Licensed Services Tables in Schedule 16C are only to be used when submitting a Modification, in hardcopy, after approval or contingent approval.

TABLE 16C-2 LICENSED SERVICES FOR HOSPITAL CAMPUSES

LOCATION: 1270 Belmont Avenue, Schenectady NY 12308 (Enter street address of facility)				
	Current	Add	Remove	Proposed
MEDICAL SERVICES – PRIMARY CARE ⁶	☒	☐	☐	☐
MEDICAL SERVICES – OTHER MEDICAL SPECIALTIES	☒	☐	☐	☐
AMBULATORY SURGERY				
MULTI-SPECIALTY	☐	☐	☐	☐
SINGLE SPECIALTY – GASTROENTEROLOGY	☐	☐	☐	☐
SINGLE SPECIALTY – OPHTHALMOLOGY	☐	☐	☐	☐
SINGLE SPECIALTY – ORTHOPEDICS	☐	☐	☐	☐
SINGLE SPECIALTY – PAIN MANAGEMENT	☐	☐	☐	☐
SINGLE SPECIALTY – OTHER (SPECIFY)	☐	☐	☐	☐
CARDIAC CATHETERIZATION				
ADULT DIAGNOSTIC	☐	☐	☐	☐
ELECTROPHYSIOLOGY (EP)	☐	☐	☐	☐
PEDIATRIC DIAGNOSTIC	☐	☐	☐	☐
PEDIATRIC INTERVENTION ELECTIVE	☐	☐	☐	☐
PERCUTANEOUS CORONARY INTERVENTION (PCI)	☐	☐	☐	☐
CARDIAC SURGERY ADULT	☐	☐	☐	☐
CARDIAC SURGERY PEDIATRIC	☐	☐	☐	☐
CERTIFIED MENTAL HEALTH O/P ¹	☒	☐	☐	☐
CHEMICAL DEPENDENCE - REHAB ²	☐	☐	☐	☐
CHEMICAL DEPENDENCE - WITHDRAWAL O/P ²	☐	☐	☐	☐
CLINIC PART-TIME SERVICES	☐	☐	☐	☐
COMPREHENSIVE PSYCH EMERGENCY PROGRAM	☐	☐	☐	☐
DENTAL	☐	☐	☐	☐
EMERGENCY DEPARTMENT	☐	☐	☐	☐
EPILEPSY COMPREHENSIVE SERVICES	☐	☐	☐	☐
HOME PERITONEAL DIALYSIS TRAINING & SUPPORT ⁴	☐	☐	☐	☐
HOME HEMODIALYSIS TRAINING & SUPPORT ⁴	☐	☐	☐	☐
INTEGRATED SERVICES – MENTAL HEALTH	☐	☐	☐	☐
INTEGRATED SERVICES – SUBSTANCE USE DISORDER	☐	☐	☐	☐
LITHOTRIPSY	☐	☐	☐	☐
METHADONE MAINTENANCE O/P ²	☐	☐	☐	☐
NURSING HOME HEMODIALYSIS ⁷	☐	☐	☐	☐

¹ A separate licensure application must be filed with the NYS Office of Mental Health in addition to this CON.

² A separate licensure application must be filed with the NYS Office of Alcoholism and Substance Abuse Services in addition to this CON.

⁴ DIALYSIS SERVICES require additional approval by Medicare

⁵ RADIOLOGY – THERAPEUTIC includes Linear Accelerators

⁶ PRIMARY CARE includes one or more of the following: Family Practice, Internal Medicine, Ob/Gyn or Pediatric

⁷ Must be certified for Home Hemodialysis Training & Support

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

Schedule 16C

The Sites Tab in NYSE-CON has replaced the Authorized Beds and Licensed Services Tables of Schedule 16C. The Authorized Beds and Licensed Services Tables in Schedule 16C are only to be used when submitting a Modification, in hardcopy, after approval or contingent approval.

TABLE 16C-2 LICENSED SERVICES (cont.)	Current	Add	Remove	Proposed
RADIOLOGY-THERAPEUTIC ⁵	☐	☐	☐	☐
RENAL DIALYSIS, ACUTE	☒	☐	☐	☐
RENAL DIALYSIS, CHRONIC [Complete the ESRD section 16C-3(a)&(b)]	_____	_____	_____	_____
TRANSPLANT				
HEART - ADULT	☐	☐	☐	☐
HEART - PEDIATRIC	☐	☐	☐	☐
KIDNEY	☐	☐	☐	☐
LIVER	☐	☐	☐	☐
TRAUMATIC BRAIN INJURY	☒	☐	☐	☐

⁵ RADIOLOGY – THERAPEUTIC includes Linear Accelerators

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Schedule 16C

The Sites Tab in NYSE-CON has replaced the beds and services Tables of Schedule 16C. The Tables in Schedule 16C are only to be used when submitting a Modification, in hardcopy, after approval or contingent approval.

**TABLE 16C-3 LICENSED SERVICES FOR
HOSPITAL EXTENSION CLINICS and OFF-CAMPUS EMERGENCY DEPARTMENTS**

LOCATION: Multiple - See operating certificate (Enter street address of facility)		Check if this is a mobile van/clinic ☐			
	Current	Add	Remove	Proposed	
MEDICAL SERVICES – PRIMARY CARE ⁶	☒	☐	☐	☐	
MEDICAL SERVICES – OTHER MEDICAL SPECIALTIES	☒	☐	☐	☐	
AMBULATORY SURGERY					
SINGLE SPECIALTY -- GASTROENTEROLOGY	☐	☐	☐	☐	
SINGLE SPECIALTY – OPHTHALMOLOGY	☐	☐	☐	☐	
SINGLE SPECIALTY – ORTHOPEDICS	☐	☐	☐	☐	
SINGLE SPECIALTY – PAIN MANAGEMENT	☐	☐	☐	☐	
SINGLE SPECIALTY – OTHER (SPECIFY)	☐	☐	☐	☐	
MULTI-SPECIALTY	☐	☐	☐	☐	
CERTIFIED MENTAL HEALTH O/P ¹	☐	☐	☐	☐	
CHEMICAL DEPENDENCE - REHAB ²	☐	☐	☐	☐	
CHEMICAL DEPENDENCE - WITHDRAWAL O/P ²	☐	☐	☐	☐	
DENTAL	☐	☐	☐	☐	
HOME PERITONEAL DIALYSIS TRAINING & SUPPORT ⁴	☐	☐	☐	☐	
HOME HEMODIALYSIS TRAINING & SUPPORT ⁴	☐	☐	☐	☐	
INTEGRATED SERVICES – MENTAL HEALTH	☐	☐	☐	☐	
INTEGRATED SERVICES – SUBSTANCE USE DISORDER	☐	☐	☐	☐	
LITHOTRIPSY	☐	☐	☐	☐	
METHADONE MAINTENANCE O/P ²	☐	☐	☐	☐	
NURSING HOME HEMODIALYSIS ⁷	☐	☐	☐	☐	
RADIOLOGY-THERAPEUTIC ⁵	☐	☐	☐	☐	
RENAL DIALYSIS, CHRONIC [Complete the ESRD section 16C-3(a)&(b) below] ⁴					
TRAUMATIC BRAIN INJURY	☐	☐	☐	☐	
FOR OFF-CAMPUS EMERGENCY DEPARTMENTS ONLY⁸					
EMERGENCY DEPARTMENT	☐	☐	☐	☐	

¹ A separate licensure application must be filed with the NYS Office of Mental Health in addition to this CON.

² A separate licensure application must be filed with the NYS Office of Alcoholism and Substance Abuse Services in addition to this CON.

⁴ DIALYSIS SERVICES require additional approval by Medicare

⁵ RADIOLOGY – THERAPEUTIC includes Linear Accelerators

⁶ PRIMARY CARE includes one or more of the following: Family Practice, Internal Medicine, Ob/Gyn or Pediatric

⁷ Must be certified for Home Hemodialysis Training & Support

⁸ OFF-CAMPUS EMERGENCY DEPARTMENTS must meet all relevant Federal Conditions of Participation for a hospital per CMS S&C-08-08

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Schedule 16C

END STAGE RENAL DISEASE (ESRD)

TABLE 16C-3(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS				

If application involves dialysis service with existing capacity, complete the following table:

TABLE 16C-3(b) TREATMENTS	Last 12 mos	2 years prior	3 years prior
CHRONIC DIALYSIS			

All Chronic Dialysis applicants must provide the following information in compliance with 10 NYCRR 670.6.

1. Provide a five-year analysis of projected costs and revenues that demonstrates that the proposed dialysis services will be utilized sufficiently to be financially feasible.

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2. Provide evidence that the proposed dialysis services will enhance access to dialysis by patients, including members of medically underserved groups which have traditionally experienced difficulties obtaining access to health care, such as; racial and ethnic minorities, women, disabled persons, and residents of remote rural areas.

--

3. Provide evidence that the hours of operation and admission policy of the facility will promote the availability of dialysis at times preferred by the patients, particularly to enable patients to continue employment.

--

4. Provide evidence that the facility is willing to and capable of safely serving patients.

--

5. Provide evidence that the proposed facility will not jeopardize the quality of care or the financial viability of existing dialysis facilities. This evidence should be derived from analysis of factors including, but not necessarily limited to current and projected referral and use patterns of both the proposed facility and existing facilities. A finding that the proposed facility will jeopardize the financial viability of one or more existing facilities will not of itself require a recommendation to of disapproval.

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Schedule 16D

Schedule 16 D. Hospital Outpatient Department - Utilization projections

a	b	d	f
	Current Year Visits*	First Year Visits*	Third Year Visits*
CERTIFIABLE SERVICES			
MEDICAL SERVICES – PRIMARY CARE			
MEDICAL SERVICES – OTHER MEDICAL SPECIALTIES			
AMBULATORY SURGERY			
SINGLE SPECIALTY -- GASTROENTEROLOGY			
SINGLE SPECIALTY -- OPHTHALMOLOGY			
SINGLE SPECIALTY -- ORTHOPEDICS			
SINGLE SPECIALTY -- PAIN MANAGEMENT			
SINGLE SPECIALTY -- OTHER			
MULTI-SPECIALTY			
CARDIAC CATHETERIZATION			
ADULT DIAGNOSTIC			
ELECTROPHYSIOLOGY			
PEDIATRIC DIAGNOSTIC			
PEDIATRIC INTERVENTION ELECTIVE			
PERCUTANEOUS CORONARY INTERVENTION (PCI)			
CERTIFIED MENTAL HEALTH O/P			
CHEMICAL DEPENDENCE - REHAB			
CHEMICAL DEPENDENCE - WITHDRAWAL O/P			
CLINIC PART-TIME SERVICES			
CLINIC SCHOOL-BASED SERVICES			
CLINIC SCHOOL-BASED DENTAL PROGRAM			
COMPREHENSIVE EPILEPSY CENTER			
COMPREHENSIVE PSYCH EMERGENCY PROGRAM			
DENTAL			
EMERGENCY DEPARTMENT			
HOME PERITONEAL DIALYSIS TRAINING & SUPPORT			
HOME HEMODIALYSIS TRAINING & SUPPORT			
INTEGRATED SERVICES – MENTAL HEALTH			
INTEGRATED SERVICES – SUBSTANCE USE DISORDER			
LITHOTRIPSY			
METHADONE MAINTENANCE O/P			
NURSING HOME HEMODIALYSIS			
RADIOLOGY-THERAPEUTIC			
RENAL DIALYSIS, CHRONIC			
OTHER SERVICES			
Total			

Note: In the case of an extension clinic, the service estimates in this table should apply to the site in question, not to the hospital or network as a whole.

*The 'Total' reported MUST be the SAME as those on Table 13D-4.

Schedule 16 E. Utilization/discharge and patient days

See "Schedules Required for Each Type of CON" to determine when this form is required

This schedule is for hospital inpatient projects only. This schedule is required if hospital discharges or patient days will be affected by $\pm 5\%$ or more, or if this utilization is created for the first time by your proposal.

Include only those areas affected by your project. Current year data, as shown in columns 1 and 2, should represent the last complete year before submitting the application. Enter the starting and ending month and year in the column heading.

Forecast the first and third years after project completion. The first year is the first twelve months of operation after project completion. Enter the starting and ending month and year being reported in the column headings.

For hospital establishment applications and major modernizations, submit a summary business plan to address operations of the facility upon project completion. All appropriate assumptions regarding market share, demand, utilization, payment source, revenue and expense levels, and related matters should be included. Also, include your strategic plan response to the escalating managed care environment. Provide a complete answer and indicate the hospital's current managed care situation, including identification of contracts and services.

NOTE: Prior versions of this table referred to "incremental" changes in discharges and days. The table now requires the full count of discharges and days.

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Schedule 16E

Schedule 16 E. Utilization/Discharge and Patient Days

Service (Beds) Classification	Current Year Start date:		1st Year Start date:		3rd Year Start date:	
	Discharges	Patient Days	Discharges	Patient Days	Discharges	Patient Days
AIDS						
BONE MARROW TRANSPLANT						
BURNS CARE						
CHEMICAL DEPENDENCE - DETOX						
CHEMICAL DEPENDENCE - REHAB						
COMA RECOVERY						
CORONARY CARE						
INTENSIVE CARE						
MATERNITY						
MED/SURG						
NEONATAL CONTINUING CARE						
NEONATAL INTENSIVE CARE						
NEONATAL INTERMEDIATE CARE						
PEDIATRIC						
PEDIATRIC ICU						
PHYSICAL MEDICINE & REHABILITATION						
PRISONER						
PSYCHIATRIC						
RESPIRATORY						
SPECIAL USE						
SWING BED PROGRAM						
TRANSITIONAL CARE						
TRAUMATIC BRAIN-INJURY						
OTHER (describe)						
TOTAL						

NOTE: Prior versions of this table referred to “incremental” changes in discharges and days. The table now requires the full count of discharges and days.

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Schedule 16F

Schedule 16 F. Facility Access

See "Schedules Required for Each Type of CON" to determine when this form is required.

Complete Table 1 to indicate the method of payment for inpatients and for inpatients and outpatients who were transferred to other health care facilities for the calendar year immediately preceding this application.

Start date of year for which data applies (m/c/yyyy):

Table 1. Patient Characteristics	Total Number of Inpatients	Number of Patients Transferred		
		Inpatient	OPD	ER
Payment Source				
Medicare				
Blue Cross				
Medicaid				
Title V				
Workers' Compensation				
Self Pay in Full				
Other (incl. Partial Pay)				
Free				
Commercial Insurance				
Total Patients				

Complete Table 2 to indicate the method of payment for outpatients.

Table 2. Outpatient Characteristics	Emergency Room		Outpatient Clinic		Community MH Center	
	Visits	Visits Resulting in Inpatient Admissions	Visits	Visits Resulting in Inpatient Admissions	Visits	Visits Resulting in Inpatient Admissions
Primary Payment Source						
Medicare						
Blue Cross						
Medicaid						
Title V						
Workers' Compensation						
Self Pay in Full						
Other (incl. Partial Pay)						
Free						
Commercial Insurance						
Total Patients						

A. Attach a copy of your discharge planning policy and procedures.

B. Is your facility a recipient of federal assistance under Title VI or XVI of the Public Health Service Act (Hill-Burton)?

Yes ☐ No ☐

If yes, answer the following questions and attach the most recent report on Hill-Burton compliance from the Federal Department of Health and Human Services.

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Schedule 16F

1. Is your facility currently obligated to provide uncompensated service under the Public Health Service Act?

Yes ☐ No ☐

If yes, provide details on how your facility has met such requirement for the last three fiscal years - including notification of the requirement in a newspaper of general circulation. Also, list any restricted trusts and endowments that were used to provide free, below-cost or charity care services to persons unable to pay.

2. With respect to all or any portion of the facility which has been constructed, modernized, or converted with Hill-Burton assistance, are the services provided therein available to all persons residing in your facility's service area without discrimination on the basis of race, color, national origin, creed, or any basis unrelated to an individual's need for the service or the availability of the needed service in the facility?

Yes ☐ No ☐

If no, provide an explanation.

3. Does the facility have a policy or practice of admitting only those patients who are referred by physicians with staff privileges at the facility?

Yes ☐ No ☐

4. Do Medicaid beneficiaries have full access to all of your facility's health services?

Yes ☐ No ☐

If no, provide a list of services where access by Medicaid beneficiaries is denied or limited.