



health

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New York State Department of Health – Health Equity Impact Assessment Template

Refer to the Instructions for Health Equity Impact Assessment Template for detailed instructions on each section.

SECTION A. SUMMARY

1. Title of project	Montefiore Medical Center Children’s Inpatient Behavioral Health Unit
2. Name of Applicant	Montefiore Medical Center
3. Name of Independent Entity, including lead contact and full names of individual(s) conducting the HEIA	<p>SmartRise Health Vanessa Guzman, CEO, SmartRise Health, vanessa@smartrisehealth.com, (646) 680-9046</p> <p>Ruth Harmon, Vice President, Strategy & Operations, SmartRise Health, ruth.harmon@smartrisehealth.com, (914) 708-6878</p> <p>Joe Hinderstein, Principal Consultant, SmartRise Health, Project Leader, jhinderstein@smartrisehealth.com, (914) 815-0902</p>
4. Description of the Independent Entity’s qualifications	<p>SmartRise Health works closely with individuals, health systems, Accountable Care Organizations (ACOs), payers, manufacturers, and technology companies on health equity, value-based care, population health, and quality improvement programs.</p> <ul style="list-style-type: none"> ○ SmartRise Health partners with payers, providers, manufacturers, and technology companies to address Health Equity goals, including: <ul style="list-style-type: none"> ▪ Readiness for NCQA Health Equity Accreditation requirements (Steward Health Care Network, Fallon Health Plan)



	<ul style="list-style-type: none"> ▪ Learning Collaboratives and Fellowship Programs (Providence Health and Services) ▪ Strategic Plan Design (Hospital for Special Surgery) ▪ Value-Based Care Enablement (Crystal Run Healthcare) ▪ Thought Leadership (Bill & Melinda Gates Foundation and the United Nations). <ul style="list-style-type: none"> ○ SmartRise has designed a Health Equity Impact Assessment approach that integrates community and patient engagement concepts to drive health equity and ensure equitable representation on capital projects. <ul style="list-style-type: none"> ▪ The framework uses stakeholder engagement as a fundamental component to understanding how capital projects impact marginalized populations, while developing equitable and achievable mitigation steps to ensure projects are approved. ▪ In similar projects, SmartRise Health has leveraged this methodology using the Institute for Healthcare Improvement’s (IHI) quality improvement model, across various stakeholders, including payers, policymakers (CMS, NCQA, ONC), provider networks, community-based organizations, pharmaceutical and technology organizations looking to promote equitable access to care.
<p>5. Date the Health Equity Impact Assessment (HEIA) started</p>	<p>October 16th, 2023</p>
<p>6. Date the HEIA concluded</p>	<p>January 10th, 2024</p>

<p>7. Executive summary of project (250 words max)</p> <p>Montefiore Medical Center does not currently offer inpatient child and adolescent psychiatric beds. Because of this, patients and their families experience long wait times to be transferred to other facilities in Westchester and Manhattan.</p> <p>To address this gap, Montefiore Medical Center (Montefiore) seeks to address behavioral health in children and adolescents with creation of a new 21-bed child and adolescent psychiatry unit to be in space leased at the New York City Children’s Center (NYCCC) – Bronx Campus.</p> <p>The acute inpatient psychiatric unit will serve patients, ages 5-17, with a projected average length of stay of approximately 18 days. Each patient will receive a longitudinal diagnostic evaluation over the course of their hospitalization and will be treated using a multidisciplinary and multi-modal approach, with individual and group psychotherapy, pharmacotherapy, family therapy and disposition planning. The unit will serve patients who have been diagnosed with at least one DSM-5 diagnosis and are, at time of admission, deemed to be a danger to</p>
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themselves or others and/or are not functioning well in the community, related to a treatable psychiatric condition.

The proposed facility will include 21 beds (primarily in private rooms), exam rooms, therapeutical spaces, classrooms, play area, art therapy studios, social spaces, dining and activity areas, social spaces, dining and activity areas, meeting rooms, pharmacy, and exterior activity courtyard.

8. Executive summary of HEIA findings (500 words max)

The Independent Entity conducted community engagement activities, leveraged qualitative and quantitative data collection methods, and utilized publicly and privately available datasets to assess how the project will impact underserved populations related to health equity, health disparities, and access to care.

The Applicant's service area (Bronx Borough of NYC) has a strong demonstrated need for the acute inpatient psychiatric care services proposed by Montefiore. Bronx children & adolescents are at increased vulnerability for the youth mental health crisis impacting the whole country.

- 74% of Bronx High School students reported high levels of stress and anxiety, suicide rates amongst 5–17-year-olds doubled in the past decade, and 35% of children report suffering from depression.
- Of the 281,629 children aged 5-17 in the Bronx, 56,326 have a mental health disorder and 28,163 are considered to have serious emotional disturbances.
- In 2023, the average wait time for children and adolescents waiting for transfer from the Applicant's Emergency Room to inpatient psych services was 48.2 hours. Each month, the applicant transfers an average of 16 children per month.

Access issues create a negative experience for patients and their families. There are prolonged lengths of stay, disjointed/non-continuous care, and inefficient use of Emergency Department resources. Patients do not receive the right care at the right time, in the right care setting.

The key benefits of the project include the facts that adolescents and children who need inpatient psychiatric care will receive the right services quicker and those services are located much closer to their homes. The project will create greater integration with other behavioral health services to ensure less patients fall through the cracks, especially for the underserved populations named.

57 individuals participated in Community Assessment and Engagement efforts, including group interviews and surveys. Community Engagement activities with public health experts, community members, community leaders, and residents of the project's service areas confirmed the need for these services. 98% of respondents support the project. Themes from the Independent Entity's Meaningful Engagement activities revealed a high prevalence of child and adolescent mental/behavioral health conditions, and that this need is significantly increasing. Respondents felt it was important to have these services available in the Bronx so patients and their families wouldn't need to travel to other boroughs. Respondents felt strongly that long Emergency Room wait times negatively impact the community's overall health and well-being.

Based on the data and feedback from community members, the project will increase access, improve equity and reduce disparities.



SECTION B: ASSESSMENT

For all questions in Section B, please include sources, data, and information referenced whenever possible. If the Independent Entity determines a question is not applicable to the project, write N/A and provide justification.

STEP 1 – SCOPING

- Demographics of service area: Complete the “Scoping Table Sheets 1 and 2” in the document “HEIA Data Tables”. Refer to the Instructions for more guidance about what each Scoping Table Sheet requires.

SmartRise Health has submitted the data for the service area, which is the Bronx Borough of New York City.

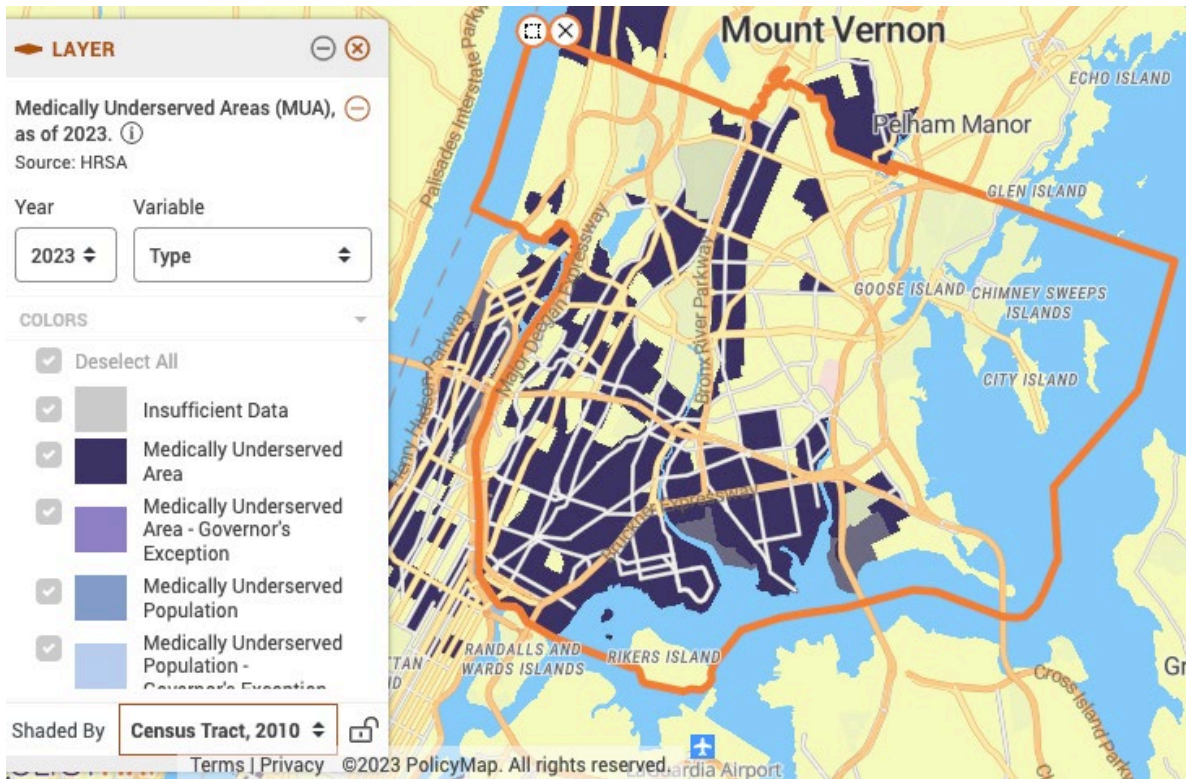
Medically underserved groups in the service area: Please select the medically underserved groups in the service area that will be impacted by the project:

(Note: SmartRise Health has provided a strikethrough for non-applicable populations.)

- X Low-income people
- X Racial and ethnic minorities
- X Immigrants
- X Women
- X Lesbian, gay, bisexual, transgender, or other-than-cisgender people
- X People with disabilities
- ~~Older adults~~
- ~~Persons living with a prevalent infectious disease or condition~~
- ~~Persons living in rural areas~~
 - X People who are eligible for or receive public health benefits
 - X People who do not have third-party health coverage or have inadequate third-party health coverage
- ~~Other people who are unable to obtain health care~~
- X Not listed (specify):
 - X Children and adolescents
 - X Other youth, including individuals and young children who are trafficked, involved in the Juvenile Justice System, enrolled in alternative public education, youth who are underaged but charged as adults, homeless youth, and youth who are victims of domestic violence.

The service area is the Bronx Borough, which includes the following 25 zip codes: 10451, 10452, 10453, 10454, 10455, 10456, 10457, 10458, 10459, 10460, 10461, 10462, 10463, 10464, 10465, 10466, 10467, 10468, 10469, 14070, 14071, 14072, 14073, 14074.

FIGURE 1: MEDICALLY UNDERSERVED AREAS



- For each medically underserved group (identified above), what source of information was used to determine the group would be impacted? What information or data was difficult to access or compile for the completion of the Health Equity Impact Assessment?
 - **Racial and Ethnic Minorities** was determined by the Community Health Needs Assessment, Census.gov, and the 2021 Bronx Health Equity Report.
 - **People who are eligible for or receive public health benefits** was determined from the 2021 Bronx Borough Health Equity Report and Truven Insurance Coverage Estimates/Truven Market Expert, and Census.gov.
 - **People who do not have third-party health coverage** or have inadequate third-party health coverage was determined from Census.gov and NYC Mayor's Office of Community Mental Health.
 - **Children and adolescents** were determined from the New York State Prevention Agenda State Dashboard, the Community Health Needs Assessment, Snapshot of a Child and Adolescent Psychiatric ER During Pandemic (Arain et. al, 2022), and 2023 New York City Mayor's Office of Community Mental Health Annual Report on Critical Gaps in the Mental Healthcare System in New York City.



- **Immigrant population** was determined from The Mayor’s Office of Community Mental Health 2023 Annual Report on Critical Gaps in the Mental Healthcare System in New York City, New York State OMH Spotlight Series on Immigrants and Refugees, and the Advocates for Children of New York “Rising Enrollment, Shrinking Support” white paper.
 - **Lesbian, gay, bisexual, transgender, or other-than-cisgender people** was determined through the 2021 New York State LGBTQ+ Health and Human Services Needs Assessment, the New York City Department of Health and Mental Hygiene’s “Health Behaviors Among Youth in East and Central Harlem, Bedford-Stuyvesant and Bushwick, and the South Bronx” 2023 Report, and the New York City Mayor’s Office of Community Mental Health Annual Report on Critical Gaps in the Mental Healthcare System in New York City.
 - **Other youth:** Youth who have been trafficked, youth in the juvenile justice system, youth in the alternative public education system, youth who are underaged but charged as adults, youth who are homeless, and youth who are victims of domestic violence were identified from stakeholder feedback.
- **How does the project impact the unique health needs or quality of life of each medically underserved group (identified above)?**

The Child and Adolescent Inpatient Psychiatric Unit at NYCCC will impact the health needs and quality of life of each of the medically underserved groups as follows:

1. It will provide a site of care that is geographically closer to where patients live.
 - a. Today, patients and their families are currently travelling from the Bronx to Manhattan and Westchester to receive care. The additional travel time, which is exacerbated for those who rely on public transit (rather than private vehicles) and parents who take time off from work, is a hardship and decreases access to care.
 - b. Local care will make it easier for parents to visit during inpatient treatment.
2. It will reduce wait times for child and adolescent patients (and their families (figures shown below)). The current state creates a negative patient experience and makes patients more likely to leave or not received follow-up care.
3. Ensure patients are receiving the appropriate psychiatric care will reduce length of stay and back-up in the CHAM Emergency Room.

FIGURE 2: EMERGENCY ROOM WAITING TIMES AT CHILDREN’S HOSPITAL AT MONTEFIORE IN 2023

Average stay for children without psychiatric needs.	Average stay for children with acute psychiatric needs.
3 hours	48.2 hours

4. Ensure patients can be cared for by providers who are trained in psychiatric care.
 - a. Patients and their families currently experience long wait times in the Emergency Room where they are not receiving care from behavioral health specialists.



- b. HRSA classifies the shortage of Pediatric Psychiatrists in the Bronx as severe, with 406 specialists practicing child & Adolescent Psychiatry. There are less than 100 inpatient beds in service in the Bronx and none within the Montefiore network.
- 5. Integrate child and adolescent psychiatry services within the Montefiore system supports higher appointment attendance at 7- and 30-day follow-up visits and reduction of readmissions.

SOURCE: INFORMATION PROVIDED BY APPLICANT

- To what extent do the medically underserved groups (identified above) currently use the service(s) or care impacted by or as a result of the project? To what extent are the medically underserved groups (identified above) expected to use the service(s) or care impacted by or as a result of the project?

Though inpatient child and adolescent psychiatric services are not currently provided at Montefiore or Children’s Hospital at Montefiore, existing data demonstrates a strong need.

Medically underserved groups currently experience long wait times and difficult patient journeys. Today, an increasing number of children experiencing psychiatric conditions are seeking care at the Emergency Department at the Children’s Hospital and remain in the ED for a long time while waiting for available inpatient beds. Due to the lack of availability for transfers to other Bronx facilities, the Applicant transfers 16 children & adolescents per month to outside facilities.

The Applicant is projecting the payer mix of this project to be 10% Medicaid Fee-For-Service, 90% Medicaid HMO, and 0% Commercial, which includes multiple underserved populations, including children & adolescents, people who are eligible for or already receiving public health benefits, immigrants, LGBTQ+ individuals, people who are living with a prevalent disease or condition, racial & ethnic minorities.

FIGURE 3: EXPECTED PATIENT DAYS, DISCHARGES, LENGTH OF STAY, AND OCCUPANCY FOR NYCCC PROJECT. DATA PROVIDED BY THE APPLICANT.

Year	Number of Patient Days	Number of Discharges	Average Length of Stay (Days)	Expected Occupancy
Year 1	6,362	330	19.3	83%
Year 2	6,363	348	18.3	83%
Year 3	6,516	356	18.3	85%
Year 4	6,669	364	18.3	87%
Year 5	6,899	377	18.3	90%

A study published in National Health Statistics Reports by Santo et al. (2023) highlights the experience that children and adolescents with a mental health disorder have in the Emergency Department, as compared to children and adolescents without mental health disorders (leveraging nationally representative estimates derived from the 2018-2021 National Hospital Ambulatory Medical Care Survey (NHAMCS). Rates of mental health-related ED visits were higher among girls than boys, higher among adolescents than children, and higher among Black Children and Adolescents than Hispanic and White Children and Adolescents. From 2018



to 2021, an annual average of 1,026,000 visits were made by children and adolescents with a diagnosis of a mental health disorder, representing 14.0 ED visits per 1,000 children and adolescents.

SOURCE: DATA PROVIDED BY THE APPLICANT, 2018-2021 NATIONAL HOSPITAL AMBULATORY MEDICAL CARE SURVEY (NHAMCS).

- **What is the availability of similar services or care at other facilities in or near the Applicant's service area?**

There is a shortage of child and adolescent inpatient psychiatric beds in the Bronx. The Applicant's Emergency Department transferred 333 patients in 2018 and 293 in 2019. 80-85% of these patients are sent to Westchester hospitals (the majority to Four Winds in Katonah).

Based on 2021 Market Discharge Data, Bronx children and adolescents had 1,130 admissions for inpatient psychiatric services. Top facilities included BronxCare, NYC Health + Hospitals, NewYork-Presbyterian, Mount Sinai, and others. However, this tells a partial story, because Montefiore sends a high volume of referrals to Four Winds in Katonah, but Four Winds does not report their data to SPARCS.

The Applicant provided data around admissions, discharges, and transfers that supports a shortage. In 2023, there were 1,117 children & adolescents seen in the Emergency Room and 145 successfully transferred. From January – June 2022, 549 children and adolescents made psychiatric-related ER visits. Of those, 108 (20%) were transferred to psychiatric hospitals. In 2021, 1008 children and adolescents made psychiatric-related ED visits. Of those, 159 (16%) were transferred to psychiatric hospitals.

The only provider of Child and Adolescent Inpatient Psychiatry in the Bronx is BronxCare Health System, which is located at 1650 Grand Concourse, 4.7 miles from the proposed NYCCC site.

SOURCE: INFORMATION PROVIDED BY THE APPLICANT, SPARCS, BRONXCARE COMMUNITY HEALTH NEEDS ASSESSMENT

- **What are the historical and projected market shares of providers offering similar services or care in the Applicant's service area?**

Visits to the Applicant's Emergency Room have reflected an increasing, post-pandemic need for inpatient psychiatric services.

Market share would be impacted as the Applicant would send fewer referrals to Westchester and Manhattan facilities; other area hospitals would refer to the Applicant.

FIGURE 5: BRONX RESIDENT INPATIENT DISCHARGES (2018-2020 SPARCS)

Bronx Residents									
	Total Inpatient Discharge Volume Across Bronx Market			Montefiore Health System Volume of Inpatient Discharges			Montefiore Health System Share of Inpatient Discharges		
	2018	2019	2020	2018	2019	2020	2018	2019	2020
All Service Lines	209,581	207,764	179,483	76,518	76,320	63,524	37%	37%	35%
Behavioral Health (Adults, Adolescents, Children)	25,220	25,347	20,728	2,491	2,515	2,261	10%	10%	10%

SOURCE: NEW YORK STATE SPARCS (AND CT CHIME) DATA FROM 2018-2020 DEMONSTRATED THE FOLLOWING MARKET DYNAMICS FOR BEHAVIORAL HEALTH, INFORMATION PROVIDED BY THE APPLICANT.



- Summarize the performance of the Applicant in meeting its obligations, if any, under Public Health Law § 2807-k (General Hospital Indigent Care Pool) and federal regulations requiring the provision of uncompensated care, community services, and/or access by minorities and people with disabilities to programs receiving federal financial assistance. Will these obligations be affected by implementation of the project? If yes, please describe.

Implementation of the project will not affect provisioning of uncompensated care, community services and/or access by minorities and people with disabilities to programs receiving federal assistance.

The Applicant’s Indigent Care Pool (ICP) in 2023 was \$48.7 million, which is close to 100% of the uninsured volume priced at the Medicaid rate and then reduced by any collections from uninsured patients.

Montefiore Health System provided the following amounts of indigent care at other sites, including \$2,593,275 at Montefiore Mount Vernon Hospital, \$3,661,019 at Montefiore New Rochelle Hospital, \$5,262,860 at Montefiore Nyack Hospital, and \$5,758,121 at White Plains Hospital.

The Independent Entity reviewed the Applicant’s Medicare cost report. The Applicant provided \$30,507,202 in Charity Care. The total cost of Non-Medicare Uncompensated Care in 2022 was \$35,521,483.

FIGURE 6: MEDICAID ENROLLEES IN NEW YORK STATE, AUGUST 2023

Medicaid Enrollment, August 2023	
Bronx	1,007,381
NYC Enrollment	4,370,392
Rest of State Enrollment	3,409,381

SOURCE: INFORMATION PROVIDED BY THE APPLICANT, NYS MEDICAID ENROLLMENT DATABOOK BY MONTH

- Are there any physician and professional staffing issues related to the project or any anticipated staffing issues that might result from implementation of project? If yes, please describe.

The Applicant presented a plan for recruitment, retention, and engagement of staff to the Independent Entity. The Independent Entity does not anticipate staffing issues, as the project is looking at incremental growth and hiring net new employees in a new service line, rather than moving employees from another department or service line to the NYCCC.

The Applicant has set aside funding in the budget for one-time signing bonuses, training and professional development opportunities, and marketing to support recruitment efforts of a diverse pool of applicants. The Applicant has reviewed its compensation plan to ensure competitiveness and plans to make Diversity, Equity, Inclusion, and Representation core focuses of its hiring strategy.

The Applicant plans to hire 84 Full-Time-Employees (FTE's), representing roles in Psychiatry, Nursing, and Security departments (all full-time roles). This will include 19 FTEs for Psychiatry, 52 for Nursing, 4 for Pharmacy and 10 for Security. The specific roles will include Psychiatrists, Psychologists, a Senior Social Worker, a Social Worker, Creative Art Therapists, Dietitians, Nurse Practitioners for Psychiatry and Pediatrics/Psychology, an Office Manager, Registered Nurses, Behavioral Health Therapists, Unit Secretaries,



an Assistant Director of Nursing, a Pharmacy Manager, a Pharmacist, Pharmacy Technicians, and Security Personnel.

Across all service lines and departments, the Applicant employs a diverse workforce. Of the Applicant's 21,161 total employees, 74% are ethnically diverse and 70% are female. The Applicant has won several awards for its inclusive workplace, including Newsweek's 2023 Greatest Workplaces, Greatest Workplaces for Women, & Greatest Workplaces for Diversity, and a 2017 2018, 2019, 2020, and 2022 LGBTQ+ Healthcare Equality Leader from the Human Rights Campaign. The Applicant also employs several DEI practices that the Independent Entity recommends to other clients, including the following:

- A Fellowship Program (for underrepresented graduate students to work and learn in the DEI department)
 - Established use of gender pronouns
 - Mandate that all executive searches produce a 50% slate of candidates that are female and minority
 - Benefits such as sex reassignment transition services and surgery, alternative reproductive services, lactation pods, expanded military leave benefits, and expanded maternity leave benefits
 - Business Resource Groups based on shared characteristics, interests, or life experiences.
 - Programs to engage high school students on the pathway to Associates Degrees in Nursing or Community Outreach (HERO Program).
 - 12-week career development program and six-week internship for chronically unemployed young adults.
 - Semester long, on-site classroom and on the job training program for high school seniors with significant intellectual and developmental disabilities and neurodiverse students (Project Search)
 - Apprenticeship program for chronically unemployed adults, with 12 months of on-the-job training.
 - Employment & Mentoring Programs
- Are there any civil rights access complaints against the Applicant? If yes, please describe.

During the last 10 years, there have been 7 civil rights access complaints filed against the Applicant.

- There was a suit filed against Montefiore Medical Center by a 43-year-old female patient who alleged negligent post-operative care and treatment leading to kidney failure and dialysis. Additional claims include statutory discrimination because she is deaf and was not provided a sign language interpreter. The case closed in October 2017.
- A suit was filed against Montefiore Medical Center to the New York State Division of Human Rights for racial and gender discrimination and emotional distress. The plaintiff felt threatened by other patients, and alleged that they were neglected by nurses, social work, and security guards. Closed in May 2018.
- A suit was filed against Montefiore Medical Center by a 42-year-old male with a history of Deaf Mutism who presented to the Emergency Room in 2018. The patient alleged discrimination in failing to provide an ASL interpreter during the hospitalization, with damages including exacerbation of condition. Medical records indicate that written and text communication was provided. There was no mention in the chart of ASL interpreter. Closed in January 2018.
- 55-year-old male sent letter of complaint claim to New York State Division of Human Rights alleging discrimination based on race, disability, and sexual orientation. Closed in May 2017.



- Complaint received from NYS Division of Human Rights where a patient saw two providers at Montefiore Medical Center, and inferred medical practice, despite not providing tangible examples. Closed in August 2022.
- 31-year-old male patient with visual impairment submitted a claim, seeking pre-suit resolution for failure to provide reasonable accommodation for disability in violation of the ADA and Rehabilitation Act. The plaintiff seeks compensation for emotional injury and injunctive relief and attorney's fees.
- A deaf daughter of a patient filed a suit against Montefiore medical Center alleging violation of the ADA in failing to provide a sign language interpreter. Closed in March 2014.

SOURCE: INFORMATION PROVIDED BY THE APPLICANT.

- Has the Applicant undertaken similar projects/work in the last five years? If yes, describe the outcomes and how medically underserved group(s) were impacted as a result of the project. Explain why the applicant requires another investment in a similar project after recent investments in the past.

While the Applicant has not undertaken any inpatient psychiatric expansions in the last 5 years, it has demonstrated a commitment to behavioral health programming, specifically amongst children and adolescents, in other service lines and community partnerships.

- Child and adolescent psychiatry services and treatments are delivered through the Division of Child and Adolescent Psychiatry, which focuses on clinical, research, education, and community missions.
- Specialty programs within ambulatory services including the Eating Disorders Program at Montefiore, Anxiety and Mood Program (AMP) Program, Becoming an Emerging Adult (BEAM) Program, Connecting and Reflecting Experience (CARE) Program, and Adolescent Dialectical Behavior Therapy (A-DBT) Program. Project Rising is an addiction service within the Division of Substance Abuse (DOSA) oriented to youth with problem substance use and their families.
- An Adolescent Intensive Outpatient Program (IOP) opened on the Wakefield campus in the Fall of 2023. As one of only three Office of Mental Health (OMH) licensed adolescent IOPs in New York State, the program will provide a much-needed higher level of care for youth in the region.
- The Applicant operates a large and comprehensive school-based health program, with 33 health centers that serve 99 schools with about 44,000 students in the Bronx and Westchester.



STEP 2 – POTENTIAL IMPACTS

1. For each medically underserved group identified in Step 1 Question 2, describe how the project will:
 - a. Improve access to services and health care
 - b. Improve health equity
 - c. Reduce health disparities

The Independent Entity leveraged the following definitions to answer this question.

1. **Health Equity:** Measurable differences in health status, access to care, and quality of care as determined by race, ethnicity, sexual orientation, a preferred language other than English, gender expression, disability status, aging population, immigration status, and socioeconomic status. This is the definition used by the New York State Legislature
2. **Health Disparities:** Preventable differences in the burden of disease, injury, violence, or opportunities to achieve optimal health that are experienced by socially disadvantaged populations. This is the definition used by the Centers for Disease Control.
3. **Access to Services and Health Care:** Timely use of personal health services to achieve the best possible health outcomes. Additionally, access is a general concept that summarizes a set of more specific dimensions describing the fit between the patient and the health care system, including Accessibility, Awareness, Affordability, Appropriateness, Adequacy, Acceptability, and Availability). This definition combines the School of Medicine’s definition with Roy Penchansky & William Thomas’ “The Concept of Access” framework.

The Applicant’s NYCCC project will improve access to services and health care, improve health equity, and reduce health disparities for all mentioned underserved populations. It will:

- **Improve access to care** for all identified underserved populations. Of New York City youth aged 14 to 24 who were surveyed, (35%) wanted or needed mental health services from a professional, yet only 42% reported receiving these services ([Voicing our Future Survey](#)).
- **Create more available beds** to treat children & adolescents with DSM-5 diagnoses, thereby expanding access.
- **Increase access** by improving the percentage of patients who receive outpatient care after an inpatient visit. In a study from Fontanella et al in 2020, which tracked 139,694 youth with Medicaid insurance aged 10 to 18 years after a psychiatric hospitalization, only 56.5% of patients in the study attended a follow-up mental health appointment within 7 days of discharge ([Association of Timely Outpatient Mental Health Services for Youths After Psychiatric Hospitalization With Risk of Death by Suicide](#)).
- **Reduce the amount of time** that children and adolescents wait before getting transferred from the emergency department to the inpatient program.
- **Improve health disparities** for all identified underserved populations. For instance, Black youth are the least likely racial group to have received adequate psychopharmacologic intervention for their presenting mental health problems. (2022 American Academy of Child & Adolescent Psychiatry Annual Meeting).
- **Focus attention on implementing innovative strategies**, reducing measurement bias and tailoring services to improve access to mental health care among historically underserved populations. Project expansions that infuse community-based systems of care for children’s mental health has been a service



philosophy that has been increasingly promoted and adopted nationally to better address both access to care and effectiveness of services.

- **Further promote effective advocacy** efforts, non-discriminating, and culturally competent services, by providing a individualized approach to service delivery for the child and family within the context of his/her home and community as an alternative to treatment in out-of-home settings, while attending to family and systems issues that impact such care.
- **Improve family integration into care delivery** can shorten length of stay and improve long-term outcomes.
- **Improved discharge planning and follow-up.** Bronx patients are currently forced to seek care in facilities outside the Bronx, discharge planners at those facilities are less familiar with Bronx outpatient service providers and New York City agencies (such as the Administration for Children’s Services), making it difficult to ensure care continuity. By delivering care in the Bronx, care professionals are naturally more familiar with community resources and services, ensuring that patients are successfully connected to the right services and supports.
- **Improve care quality.** As mentioned in Step 1 Question 4, patients wait for a long time in the CHAM ER. Care delivered in the Emergency Room is meant to stabilize the patient, not provide long-term treatment and healing. The new unit will provide patients with individual therapy, group therapy, medications, and other modalities (such as art therapy) to promote long-term health and wellbeing. Through screening assessments, leveraging tools such as the CSSRS, PHQ-9, and SAFE-T, and customized treatment plan and safety plan, the project will ensure that patients receive the right care, evidence-based care at the right time.

When asked about how it will measure improvements access to care, quality of care, and reduction of health inequities, the Applicant cited the following metrics:

- Primary Metrics
 - Inpatient Length of Stay
 - 30 Day Readmissions
 - Use of Seclusion & Restraint Tactics
 - Successful Connection to Outpatient Services
 - Outpatient appointment booked within 5 days of discharge.
 - Follow-up visit after 7 days and after 30 days.
- Secondary Metrics
 - Reduced School Absenteeism.
 - Length of Stay in the Emergency Room for patients waiting for inpatient psychiatric services
 - Length of Stay, Wait Times, and Flow Time for non-psychiatric Emergency Room patients

SOURCE: CDC, NEW YORK STATE LEGISLATURE, “THE CONCEPT OF ACCESS,” INSTITUTE OF MEDICINE, VOICING OUR FUTURE: SURVEYING YOUTH ON THEIR PRIORITIES FOR 2021 AND BEYOND (CITIZENS’ COMMITTEE FOR CHILDREN), 2023 NEW YORK CITY MAYOR’S OFFICE OF COMMUNITY MENTAL HEALTH ANNUAL REPORT ON CRITICAL GAPS IN THE MENTAL HEALTHCARE SYSTEM IN NEW YORK CITY.



2. For each medically underserved group identified in Step 1 Question 2, describe any unintended positive and/or negative impacts to health equity that might occur as a result of the project.

For each medically underserved group identified in Step 1, Questions 2, the Inpatient Child & Psychiatric unit will have positive impact, increasing access, and reducing inequities and disparities. A potential negative impact is stigma amongst Racial and Ethnic Minorities for accessing behavioral health services. However, given that these services are co-located at the NYCCC, which is already operational, there is a low likelihood that this would create pushback.

More on Positive Impacts

According to the Applicant's Community Health Needs Assessment, the Bronx is the nation's poorest urban county. The project will positively impact **low-income patients** because they will be able to travel shorter distances to access care, making it easier for parents and caregivers to work while their children receive care.

- **Racial & Ethnic Minorities** often face barriers to accessing health care services, but specifically psychiatric services, due to language barriers, cultural stigma, and mistrust of the healthcare system.
 - A study from the International Journal of Health Services, which used nationally representative data, found that African American children had 37% fewer visits to psychiatrists and 47% fewer visits to any mental health professional when compared to white children. In the same study, Hispanic children had 49% fewer visits to psychiatrists and 58% fewer visits to any mental health professional than white children. Importantly, the authors also recognized primary care providers' failure to recognize mental illness, offer referrals, and a shortage of child psychiatrists as reasons for these numbers. According to a study by Hoffman, et. al (Disparities in Pediatric Mental and Behavioral Health Conditions: A State-of-the-Art Review), suicide rates are nearly twice as high in Black compared to White boys 5–11 years old and have been increasing disproportionately among adolescent Black girls 12–17 years old.
 - The Inpatient Child & Psychiatric unit at NYCCC will positively impact Racial & Ethnic Minorities because the care will be comprehensive (multidisciplinary and multi-modal approach, with individual and group psychotherapy, pharmacotherapy, family therapy and disposition planning) and the connectivity with Montefiore Health System will ensure comprehensive language services are available while reducing stigma/barriers.
- **People who are eligible for or already receive public health benefits, and those who have third-party health coverage or have inadequate third-party health coverage**, will positively benefit from the Inpatient Child & Psychiatric unit at NYCCC. The Applicant projects that the majority of patients who will receive services in this unit are covered by Medicaid fee-for-service or a Medicaid Managed Care Organization, so the project will ensure that they are receiving timely, high-quality care that is close to home.
- **Persons living with a prevalent infectious disease or condition** will be positively impacted from the Inpatient Child & Psychiatric unit at NYCCC project. First, the project creates additional capacity for pediatric and adolescents with at least one DSM-5 diagnosis. The Independent Entity views multiple DSM-



5 diagnoses as prevalent conditions. Second, it will allow patients who receive care for other chronic conditions (diabetes, asthma, etc.) at Montefiore but have previously travelled elsewhere (Westchester and Manhattan) for psychiatric care to stay within the system. This will lead to efficiencies in documentation (all under the same Montefiore Epic instance) and care coordination.

- **Lesbian, gay, bisexual, transgender, or other-than-cisgender people** will be positively impacted by the project According to a study by Hoffman, et. al (Disparities in Pediatric Mental and Behavioral Health Conditions: A State-of-the-Art Review), children identifying as a sexual minority have greater than three times increased odds of attempting suicide compared to heterosexual peers. The study also highlights barriers such as invalidation by misgendering and fear of discrimination by providers. The Applicant shared that LGBTQIA+ patients face barriers upon transfer to other facilities, as there is a preference for a single bed (which are not often available), leading to longer wait times. Because the Applicant has planned for single rooms, the project will remove this barrier.
- Of the medically underserved groups impacted by this project, **children and adolescents will be the greatest beneficiary.** With under 100 pediatric psychiatry beds available in the Bronx, and a severe level shortage (HRSA) of Pediatric Psychiatrists in the Bronx, the project's primary goal is to increase access for children and adolescents. Children will experience shorter Emergency Room wait times and shorter travel times to receive care (leading to fewer patients falling through the cracks. By incorporating classrooms into the design of the project, the Applicant has consciously factored in the importance of ensuring students don't fall behind in school.
- The Inpatient Child & Psychiatric unit at NYCCC project will positively impact **individuals with disabilities.** The Applicant plans to include design elements that cater to individuals with disabilities, including art therapy studios, a play area, and a gym. Though the unit will not be an Autism unit, the Applicant does plan to accept patients with Intellectual and Developmental Disabilities.
- The Inpatient Child & Psychiatric unit at NYCCC project will **positively impact women and girls.** According to research by McLean Hospital, twice as many women experience depression at some point in their lives as compared to men, twice as likely to experience anxiety, and more likely to attempt suicide. Thus, the project will likely serve a high volume of girls and young women.
- Youth who have been trafficked, Youth in the Juvenile Justice System, Youth in Alternative Public Education System, Youth in New York City who are underaged but charged as adults, Youth in New York City who are homeless, and Victims of Domestic Violence all stand to be positively impacted by the project.

SOURCE: RACIAL AND ETHNIC DISPARITIES IN MENTAL HEALTH CARE FOR CHILDREN AND YOUNG ADULTS (MARRAST, ET. AL, 2016), DISPARITIES IN PEDIATRIC MENTAL AND BEHAVIORAL HEALTH CONDITIONS: A STATE-OF-THE-ART REVIEW (HOFFMAN, ET. AL 2022), THE CONCEPT OF ACCESS (ROY PENCHANSKY AND WILLIAM THOMAS, 1981), DATA PROVIDED BY THE APPLICANT, WHY WE NEED TO PAY ATTENTION TO WOMEN'S MENTAL HEALTH, NEW YORK STATE OMH SPOTLIGHT SERIES ON IMMIGRANTS & REFUGEE.

3. How will the amount of indigent care, both free and below cost, change (if at all) if the project is implemented? Include the current amount of indigent care, both free and below cost, provided by the Applicant.



The Applicant has indicated they do not expect any change in the amount of community benefit or indigent care support. Figure 7 below shows the Applicant’s 2021 990 Form Filing, which details their indigent care distribution.

FIGURE 7: 2021 990 FORM FILING, DETAILING FINANCIAL ASSISTANCE AND COMMUNITY BENEFITS PROVIDED BY APPLICANT.

7 Financial Assistance and Certain Other Community Benefits at Cost						
Financial Assistance and Means-Tested Government Programs	(a) Number of activities or programs (optional)	(b) Persons served (optional)	(c) Total community benefit expense	(d) Direct offsetting revenue	(e) Net community benefit expense	(f) Percent of total expense
a Financial Assistance at cost (from Worksheet 1)			48,214,293.	19,718,403.	28,495,890.	0.61
b Medicaid (from Worksheet 3, column a)			1,594,759,612.	013,662,573.	581,097,039.	12.47
c Costs of other means-tested government programs (from Worksheet 3, column b) . .						
d Total. Financial Assistance and Means-Tested Government Programs . . .			1,642,973,905.	033,380,976.	609,592,929.	13.08
Other Benefits						
e Community health improvement services and community benefit operations (from Worksheet 4) .			82,139,603.	43,301,581.	38,838,022.	0.83
f Health professions education (from Worksheet 5)			371,085,620.	188,658,459.	182,427,161.	3.91
g Subsidized health services (from Worksheet 6)			105,974,398.	70,221,118.	35,753,280.	0.77
h Research (from Worksheet 7)			72,633,134.	42,962,119.	29,671,015.	0.64
i Cash and in-kind contributions for community benefit (from Worksheet 8)			109,659,481.	NONE	109,659,481.	2.35
j Total. Other Benefits			741,492,236.	345,143,277.	396,348,959.	8.50
k Total. Add lines 7d and 7j .			2,384,466,141.	378,524,253.	1,005,941,888.	21.58

For Paperwork Reduction Act Notice, see the Instructions for Form 990. **Schedule H (Form 990) 2021**

4. Describe the access by public or private transportation, including Applicant-sponsored transportation services, to the Applicant's service(s) or care if the project is implemented.

The facility is co-located at the New York Children's Center (NYCCC), located at 1300 Waters Place, Bronx, NY. The best way to access the facility is via the Bx21 bus, and the bus stop is a .2 mile walk to the facility (about 4 minutes). The Bx21 bus connects to the 4 & 5 subway lines. Travelling by car, the NYCCC is located next to the Hutchinson River Parkway, making it easily accessible.

This accessible location will patient’s families, who often need to take time off work during these acute episodes.

For patients getting admitted from the Children's Hospital at Montefiore Emergency Room, the Applicant will provide transportation to the unit. Additionally, Montefiore has partnered with New York's 511 Rideshare program, which offers free assistance for carpooling and public transportation. In the past, the Applicant has provided MetroCards to patients and their families and will continue those efforts to ensure families are able to travel to NYCCC.



5. Describe the extent to which implementation of the project will reduce architectural barriers for people with mobility impairments.

The Montefiore Medical Center Inpatient Children’s Behavioral Health Unit at NYCCC Project involves renovating space in a newer building that the Applicant will be leasing (which is already in compliance with Americans with Disabilities Act, ADA). Other inclusive design elements to promote accessibility will include:

- Handicap bathroom accessibility
- ADA bathrooms and showers (which are gender neutral)
- Curb cuts to ensure wheelchair access
- A large outdoor space, including structures in the outdoor space that are conducive to children & adolescents using wheelchairs
- Large, clear signage (in multi-languages to accommodate for cultural inclusivity)
- Easy pull and automatic doors
- Bed controls for window shading and temperature control, allowing patients to customize their environment.
- Patient windows facing the outdoors

Meaningful Engagement

6. Describe how implementation of the project will impact the facility’s delivery of maternal health care services and comprehensive reproductive health care services, as that term is used in Public Health Law 2599-aa, including contraception, sterility procedures, and abortion. How will the project impact the availability and provision of reproductive and maternal health care services in the service area? How will the Applicant mitigate any potential disruptions in service availability?

Given the project’s focus on child and adolescent behavioral health services, the Independent Entity does not expect any impact or interruption to the Applicant’s deliver of maternal health care services and comprehensive reproductive health care services.

Meaningful Engagement

7. List the local health department(s) located within the service area that will be impacted by the project.

New York City Department of Health and Mental Hygiene

8. Did the local health department(s) provide information for, or partner with, the Independent Entity for the HEIA of this project?

Yes, the local health department provided information for, and partnered with the Independent Entity for the HEIA of this project. The Independent Entity met with the Behavioral Health Division for the New York City Department of Health and Mental Hygiene (DOHMH) on Friday December 1st, 2023. Representatives for the Department of Health and Mental Hygiene included Anita Reyes (Assistant Commissioner), Eliot Goldman



(Research Scientist), Anita Reyes, Mona Quarless (Provider Engagement Manager), and Mina Fasolo (Director, Policy, and Planning) via teleconference.

The representatives provided valuable insight on the project, and each representative in attendance stated that the project improve access to services and health care, improve health equity, and reduce health disparities for all mentioned underserved populations.

8. Meaningful engagement of stakeholders: Complete the “Meaningful Engagement” table in the document titled “HEIA Data Table”. Refer to the Instructions for more guidance.

Completed.

9. Based on your findings and expertise, which stakeholders are most affected by the project? Has any group(s) representing these stakeholders expressed concern the project or offered relevant input?

Based on the Independent Entity’s findings and expertise, the stakeholders most affected by the project are Children & Families. The impact is positive, see examples above.

Relevant input was provided by the New York City Department of Health and Mental Hygiene’s Behavioral Health Division. Representatives from DOHMH highlighted the project’s positive impact on healthcare providers. Specifically, opening the unit will reduce pressure on Pediatric Physicians who currently have limited referral options, but will now have greater opportunities to address their patient’s behavioral health needs. The representatives also mentioned that by hiring new Full-Time Employees (FTE) to staff the unit, the Applicant would likely be recruiting FTE’s from existing behavioral health roles at other New York City facilities. Other input and recommendations for the Applicant included:

- Engaging community-based organizations to promote positive connectivity and relationships with the community at-large.
- Promoting the importance of step-down programs to ensure a successful discharge experience.
- Integrating Psychology into the care delivery model.
- Creating an experience that integrates parents into the care journey while patients are admitted, and in discharge to promote long-term support and success.
- Creating treatment pathways that account for Substance Use co-morbidities.
- Understanding and publicizing referral pathways (internally at Montefiore and externally with other providers).
- Having a clear process in-place for how children and adolescents are brought into the unit (given its co-location with NYCCC).
- Ensuring adequate translation services.
- Providing care in a culturally sensitive manner.
- Promoting measurement and accountability around access, equity, disparities, and addressing the needs of those with low health literacy.
- Ensuring that staff reflect the community.



10. How has the Independent Entity's engagement of community members informed the Health Equity Impact Assessment about who will benefit as well as who will be burdened from the project?

The Independent Entity engaged Community Advisory Boards, Community Boards, Elected Officials, Community-Based Organizations, Residents, Patients, Faith Institutions, and the Business Community. Through a combination of qualitative methods, such as focus groups and statements of support, and quantitative methods, including a survey, the Independent Entity gathered input regarding stakeholders most likely to be affected by the project and the need for Inpatient Psychiatric services for Children & Adolescents. A total of 57 participants engaged in group interviews and surveys to share their perspective on the project. 98% of survey participants and 100% of focus group participants indicated positive support for the project. 71.4% of survey respondents said that it is important to have mental/behavioral health services in the community, while 61.2% of survey respondents reported a high need for child and adolescent mental/behavioral health services in the Bronx.

11. Did any relevant stakeholders, especially those considered medically underserved, not participate in the meaningful engagement portion of the Health Equity Impact Assessment? If so, list.

The Independent Entity believes that no medically underserved stakeholders have been excluded from the meaningful engagement activities. All key stakeholders provided support for the project.



STEP 3 – MITIGATION

1. If the project is implemented, how does the Applicant plan to foster effective communication about the resulting impact(s) to service or care availability to the following:
 - a. People of limited English-speaking ability
 - b. People with speech, hearing or visual impairments
 - c. If the Applicant does not have plans to foster effective communication, what does the Independent Entity advise?

The Applicant notified the Independent Entity that it plans to develop a healthcare provider awareness plan to notify organizations about the appropriate process for referring patients to the unit. Additionally, the Applicant plans to make information about the services, and how to access them, on their website and in multiple languages.

The Independent Entity recommends not only notifying community-based organizations in the Bronx who focus on behavioral health (particularly amongst children and adolescents) about the service expansion, but keeping them involved on an ongoing basis. These efforts should focus on organizations that serve people of limited English-speaking ability and people with speech, hearing or visual impairments.

The Independent Entity recommends that the Applicant ensure there is adequate availability of translators, sign language interpreters or assistive listening devices.

2. What specific changes are suggested so the project better meets the needs of each medically underserved group (identified above)?

The Independent Entity suggests that the Applicant develop a step-down program to ensure the health and wellbeing of patients once they are discharged. Additionally, the Independent Entity recommends that the Applicant focus on integrating culturally competent care into their delivery model, by considering the inclusion of the National Standards for Culturally and Linguistically Appropriate Services (CLAS).

3. How can the Applicant engage and consult impacted stakeholders on forthcoming changes to the project?

Multiple public health and community stakeholders were engaged and showed strong support for the project. The Independent Entity recommends that the Applicant continue to work with community-based organizations to promote awareness of the project and engage those organizations in an ongoing basis to promote continued improvement of the service line.

4. How does the project address systemic barriers to equitable access to services or care? If it does not, how can the project be modified?

The project addresses systemic barriers to equitable access through improved access for underserved patient groups and community members. The project improves access through providing a site of care that is geographically closer to where patients live, reducing wait times for patients and their families in the Emergency Room, and ensures that care is delivered by the right provider in the right setting at the right time.



The project also promotes higher integration within the Applicant's organization, which will positively impact connectivity to outpatient services and collaboration between care teams.



STEP 4 – MONITORING

1. What are existing mechanisms and measures the Applicant already has in place that can be leveraged to monitor the potential impacts of the project?

The Applicant already measures access to care and utilization for child and adolescent behavioral health needs and services through claims & discharge data, length of stay data, demographic data of the service area, and referrals to outside organizations. Additionally, the Applicant uses the Community Health Needs Assessment, SPARCS, collection of self-reported patient demographic data (race, ethnicity, language, sexual orientation, gender identity, etc.) and stakeholder interviews to monitor health equity-related impacts.

To measure improvements in access to care, quality of care, and reduction of health inequities of the project, the Applicant will use the following metrics:

- Primary Metrics
 - Inpatient Length of Stay
 - 30 Day Readmissions
 - Use of Seclusion & Restraint Tactics
 - Successful Connection to Outpatient Services
 - Outpatient appointment booked within 5 days of discharge
 - Follow-up visit after 7 days and after 30 days
- Secondary Metrics
 - Reduced School Absenteeism.
 - Length of Stay in the Emergency Room for patients waiting for inpatient psychiatric services
 - Length of Stay, Wait Times, and Flow Time for non-psychiatric Emergency Room patients

2. What new mechanisms or measures can be created or put in place by the Applicant to ensure that the Applicant addresses the findings of the HEIA?

The Independent Entity recommends including cross-cutting measures that impact behavioral health measures in other settings, such as ambulatory care. Such measures would include Depression screening and follow-up, Depression remission, Follow-Up Care for Children Prescribed ADHD Medication and ED visits. Additionally, the Independent Entity recommends that the Applicant continually stratify patient experience and health outcomes data by Race, Ethnicity, Language (REL) and Sexual Orientation and Gender Identity (SOGI) to continually identify performance improvement opportunities.



STEP 5 – DISSEMINATION

The Applicant is required to publicly post the CON application and the HEIA on its website within one week of acknowledgement by the Department. The Department will also publicly post the CON application and the HEIA through NYSE-CON within one week of the filing.

OPTIONAL: Is there anything else you would like to add about the health equity impact of this project that is not found in the above answers? (250 words max)



----- SECTION BELOW TO BE COMPLETED BY THE APPLICANT -----

SECTION C. ACKNOWLEDGEMENT AND MITIGATION PLAN

Acknowledgment by the Applicant that the Health Equity Impact Assessment was reviewed by the facility leadership before submission to the Department. This section is to be completed by the Applicant, not the Independent Entity.

I. Acknowledgement

I, Randi Kohn, attest that I have reviewed the Health Equity Impact Assessment for the Adolescent and Child Inpatient Psychiatric Unit at NYCCC that has been prepared by the Independent Entity, SmartRise Health.

Randi Kohn
Name

Assistant Vice President, Regulatory Planning
Title

A handwritten signature in purple ink that reads "Randi Kohn". The signature is written in a cursive style.

Signature

03/04/2024
Date

II. Mitigation Plan

If the project is approved, how has or will the Applicant mitigate any potential negative impacts to medically underserved groups identified in the Health Equity Impact Assessment? (1000 words max)

Please note: this narrative must be made available to the public and posted conspicuously on the Applicant's website until a decision on the application has been made.

Montefiore does not anticipate negative impacts to medically underserved groups as a result of this project. On the contrary, the establishment of this inpatient program for child and adolescents suffering with behavioral health diagnoses will improve the access to and quality of these services for all of the identified underserved groups. In order to ensure that all stakeholders will be kept inform, Montefiore plans to do the



following: develop a healthcare provider awareness plan to notify organizations about the appropriate process for referring patients to the unit; make available information about the services, and how to access them, on the Montefiore website, in multiple languages; and notify community-based organizations in the Bronx who focus on behavioral health (particularly amongst children and adolescents) about the service expansion and keeping them involved on an ongoing basis. Montefiore will ensure that efforts will include organizations that serve people of limited English-speaking ability and people with speech, hearing or visual impairments. Montefiore will also continue to ensure the adequate availability of translators, sign language interpreters and assistive listening devices. As part of the development of the program, Montefiore will develop specific discharge plans with a step-down program to ensure the health and wellbeing of patients once they are discharged. Montefiore will also continue to focus on integrating culturally competent care into the care delivery model, including the National Standards for Culturally and Linguistically Appropriate Services (CLAS). Montefiore will continue to work with community-based organizations to promote awareness of the project and engage those organizations on an ongoing basis to promote continued improvement of the provision of these behavioral health services.

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

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

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

This section is N/A

Table A.

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

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

Section B. All Article 28 Facilities

Table B.

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

<i>less than or equal to \$6,000,000 for all other facilities are eligible for a Limited Review.</i>		
Establishment of an operator (new or change in ownership)	Yes	No
Is the project an establishment of a new operator or change in ownership of an existing operator providing services or care, <u>AND</u> will result in one or more of the following: a. Elimination of services or care, and/or; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Change in location of services or care?		✓
Mergers, consolidations, and creation of, or changes in ownership of, an active parent entity	Yes	No
Is the project a transfer of ownership in the facility that will result in one or more of the following: a. Elimination of services or care, and/or; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Change in location of services or care?		✓
Acquisitions	Yes	No
Is the project to purchase a facility that provides a new or similar range of services or care, that will result in one or more of the following: a. Elimination of services or care, and/or; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Change in location of services or care?		✓
All Other Changes to the Operating Certificate	Yes	No
Is the project a request to amend the operating certificate that will result in one or more of the following: a. Elimination of services or care; b. Reduction of 10%* or greater in the number of certified beds, certified services, or operating hours, and/or; c. Expansion or addition of 10%* or greater in the number of certified beds, certified services or operating hours, and/or; d. Change in location of services or care?	✓	

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

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

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

New York State Department of Health

Health Equity Impact Assessment Conflict-of-Interest

This Conflict-of-Interest form must be completed in full, signed by the Independent Entity, and submitted with the Health Equity Impact Assessment.

Section 1 – Definitions

Independent Entity means individual or organization with demonstrated expertise and experience in the study of health equity, anti-racism, and community and stakeholder engagement, and with preferred expertise and experience in the study of health care access or delivery of health care services, able to produce an objective written assessment using a standard format of whether, and if so how, the facility’s proposed project will impact access to and delivery of health care services, particularly for members of medically underserved groups.

Conflict of Interest shall mean having a financial interest in the approval of an application or assisting in drafting any part of the application on behalf of the facility, other than the health equity assessment.

Section 2 – Independent Entity

What does it mean for the Independent Entity to have a conflict of interest? For the purpose of the Health Equity Impact Assessment, if one or a combination of the following apply to the Independent Entity, the Independent Entity **HAS** a conflict of interest and must **NOT** perform the Health Equity Impact Assessment:

- The Independent Entity helped compile or write any part of the Certificate of Need (CON) application being submitted for this specific project, other than the Health Equity Impact Assessment (for example, individual(s) hired to compile the Certificate of Need application for the facility’s project cannot be the same individual(s) conducting the Health Equity Impact Assessment);
- The Independent Entity has a financial interest in the outcome of this specific project’s Certificate of Need application (i.e. individual is a member of the facility’s Board of Directors or advisory board); or
- The Independent Entity has accepted or will accept a financial gift or incentive from the Applicant above fair market value for the cost of performing the Health Equity Impact Assessment.

Section 3 – General Information

A. About the Independent Entity

1. Name of Independent Entity: SmartRise Health
2. Is the Independent Entity a division/unit/branch/associate of an organization (Y/N)? N
 If yes, indicate the name of the organization:

3. Is the Independent Entity able to produce an objective written Health Equity Impact Assessment on the facility's proposed project (Y/N)?
Y
4. Briefly describe the Independent Entity's previous experience working with the Applicant. Has the Independent Entity performed any work for the Applicant in the last 5 years?

No work performed for the Applicant in the last 5 years.

Section 4 – Attestation

I, Vanessa Guzman (individual name), having personal knowledge and the authority to execute this Conflict of Interest form on behalf of SmartRise Health (INDEPENDENT ENTITY), do hereby attest that the Health Equity Impact Assessment for project Montefiore Medical Center Children's Inpatient Behavioral Health Unit (PROJECT NAME) provided for Montefiore Medical Center (APPLICANT) has been conducted in an independent manner and without a conflict of interest as defined in Title 10 NYCRR § 400.26.

I further attest that the information provided by the INDEPENDENT ENTITY in the Health Equity Impact Assessment is true and accurate to the best of my knowledge, and fulfills the intent of the Health Equity Impact Assessment requirement.

Signature of Independent Entity: 

Date: 12/22/2023

MASTER CONSULTANT SERVICES AGREEMENT

This MASTER CONSULTANT SERVICES AGREEMENT (“Agreement”) made and entered into as of the 25th day of September 2023 (the “Effective Date”) by and between Montefiore Medical Center (“MMC”), a New York not-for-profit corporation located at 111 East 210th Street, Bronx, NY 10467 and SmartRise Health (“Consultant”) located at 447 Broadway 2nd fl., suite 303, New York, NY 10013.

MMC and Consultant may sometimes hereinafter be referred to individually as a “party” or jointly as the “parties.”

In consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

- 1. Services.** MMC agrees to retain Consultant as an independent contractor to perform services for MMC and/or one or more of MMC’s Subsidiaries (as defined below), on an engagement-by-engagement basis (the “Services”), including creation of Deliverables (as defined in Section 12(a)), and Consultant agrees to furnish the Services and Deliverables according to the terms and subject to the conditions set forth in this Agreement. During the term of this Agreement, Consultant and MMC will execute statements of work (each a “Statement of Work” or “SOW”) defining the Services to be performed, the Deliverables, Consultant’s compensation and additional terms and conditions, if any, applicable to a particular engagement. Statements of Work which are executed by the parties shall reference this Agreement and shall become part of this Agreement from the effective date of the Statement of Work. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished to MMC under this Agreement. In the performance of the Services, Consultant shall not engage in any conduct or practice which directly or indirectly impairs the goodwill or reputation of MMC or the value of its technologies. The Services shall be deemed satisfactorily completed upon MMC’s notice to Consultant that MMC has accepted the Services as completed. “MMC Subsidiaries” shall mean any entity over which MMC has the ability to direct or cause the direction of the management and policies of an entity or the election of a majority of the board of directors or comparable governing body of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 2. Term.** This Agreement commences as of the Effective Date. Unless earlier terminated as provided in this Agreement, this Agreement continues until the later of (a) five (5) years after the Effective Date or (b) the expiration or termination of all SOWs under this Agreement. Sections 7, 9, 10, 12, 13, 15, 16, 17, 18 and 20 shall survive termination or expiration of this Agreement.
- 3. Payment.** MMC shall pay Consultant in accordance with the terms set forth in the individual Statements of Work. Consultant acknowledges that MMC is a tax-exempt entity and as such is not responsible for any sales, use, value added or any other taxes. Payment of fees shall be subject to the issuance by Consultant to MMC of reasonably detailed invoices specifying work performed, by whom and when, Deliverables provided if any, and applicable billing rates as set forth in the relevant SOW. MMC shall make best efforts to pay Consultant all undisputed amounts on invoices within ninety (60)

days of receipt of invoices. MMC shall have the right to dispute all invoices in good faith, and non-payment of disputed invoices shall not be deemed a breach of the Agreement.

4. Expenses. Consultant shall furnish all labor, equipment, materials and supplies as may be necessary to perform Consultant's obligations under this Agreement. Reasonable and necessary expenses or disbursements shall be paid by MMC only as provided in each Statement of Work with the following restrictions: Consultant shall only travel at the least expensive economy class fare available at the time of booking, rent a compact car at the best available rate, dine at reasonably priced restaurants and stay at moderately priced lodgings. All reimbursable expense charges must be supported by appropriate documentation. If a Statement of Work does not provide for the payment of expenses and disbursements, then all expenses and disbursements that may be incurred by Consultant in connection with Consultant's services hereunder shall be borne completely by Consultant, and MMC shall not be in any way responsible or liable therefore.

5. Personnel. All employees, agents, subcontractors, officers, or members of Consultant supplying services hereunder (collectively, "Personnel") must be satisfactory to MMC and possess the requisite conduct, skills, knowledge and qualifications to properly render the Services. If MMC, in its reasonable discretion, determines any Personnel to be unsatisfactory, Consultant shall promptly replace such Personnel with Personnel acceptable to MMC at no additional cost to MMC. Consultant may not subcontract, delegate or otherwise arrange for the performance of any obligations or any part of the Services hereunder unless expressly disclosed to, and approved in writing by MMC (including as may be set forth in an SOW); provided that such consent by MMC is not required for individuals who are independent contractors. All of Consultant's subcontracts and independent contractor arrangements shall include provisions as necessary for Consultant to fulfill its obligations under this Agreement and applicable SOWs, including confidentiality and data security provisions no less stringent than those in this Agreement. Consultant shall remain responsible for all acts and omissions of its subcontractors including independent contractors to the same extent as if such acts and omissions were performed by Consultant.

6. Insurance. Throughout the term hereof, Consultant at its own expense agrees to obtain and maintain (a) commercial general liability insurance written on an occurrence basis, including coverage for personal and bodily injury (including death), property damage, products and completed operations, and contractual liability including liabilities assumed by Consultant under this Agreement; (b) automobile liability insurance, including, but not be limited to, coverage for non-owned vehicles and vehicles for hire, maintained on an occurrence basis; (c) professional errors and omissions insurance; (d) commercial crime, including blanket coverage for employee dishonesty and forgery; and (e) cyber liability insurance, including coverage for (i) computer fraud, (ii) breach of data security, (iii) defense of any regulatory action involving a breach of privacy, (iv) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts, and (v) cyber extortion and cyber terrorism. Each required insurance shall be in the minimum amount of \$5,000,000 per occurrence, \$5,000,000 aggregate for automobile liability insurance and \$10,000,000 aggregate for all other insurance (inclusive of excess or umbrella coverage). General liability, automobile liability, and

professional liability insurance policies shall cover losses, claims, expenses and liabilities arising out of the Services to be provided by Consultant and its subcontractors hereunder and out of the acts or omissions of Consultant, its subcontractors, agents, officers, or employees. General liability and automobile liability insurance policies shall name MMC as an additional insured and shall be primary of any insurance carried by MMC. In addition, Consultant, at its own expense, will keep in full force and effect Workers' Compensation insurance covering its employees as required by state law and employers' liability coverage in the amount of \$2,000,000. Prior to the execution of this Agreement, Consultant will furnish MMC with a certificate of insurance and applicable portions of its policies evidencing the required coverage by an insurance company(s) reasonably acceptable to MMC and authorized to do business in the State of New York. MMC shall be provided thirty (30) days prior written notice of any change in or cancellation of such insurance.

7. **Indemnification.** Consultant shall, and shall cause all subcontractors to, indemnify, defend and hold harmless MMC and MMC's affiliates, parent, subsidiaries, trustees, officers, employees, agents, volunteers, contractors and representatives (collectively, the "Indemnitees") from and against any and all claims, settlements, judgments, losses, costs, penalties, fines, damages and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) arising in connection with (a) any physical or mental injury or disability to, or death of, any person (including, without limitation, any Indemnitee, any employee of Consultant, any employee of any subcontractor, or any third party) or damage to or loss of use or destruction of any property, (b) violation issued by any governmental authority caused by, resulting from, incidental to or growing out of any act or omission of Consultant or any subcontractor or any of their respective officers, directors, trustees, employees, agents or contractors, (c) any trademark, patent or copyright infringement or trade secret misappropriation related to any Services or Deliverable provided hereunder; or (d) any acts or omissions of Consultant, or any subcontractor or any of their officers, employees, agents, or representatives in the performance of (or failure to perform) Consultant's obligations under this Agreement. All indemnification obligations contained in this Agreement shall survive the expiration or earlier termination of this Agreement.

8. **Compliance with Laws.** Consultant agrees that Consultant is solely responsible for, and that Consultant shall report and pay, any and all contributions or premiums or fees as the case may be for taxes, unemployment insurance, legally required or other disability insurance or Social Security and other benefits for Consultant and Consultant's Personnel. In performing the Services, Consultant shall comply with all applicable federal, state and local laws and regulations including without limitation equal employment opportunity laws and laws relating to affirmative action, and shall not discriminate in employment practices nor otherwise in the provision of the services contemplated herein based on race, creed, color, sex, age, national origin, disability, legally defined handicap, veteran status, marital status, sexual orientation, and in the case of patients, if applicable, based on ability to pay or other non-medical factor.

9. **Representations and Warranties.** Consultant represents and warrants to MMC that: (a) Consultant is not subject to any contractual or legal restrictions with any other party which will be breached by its execution of this Agreement or performance of the Services; (b) Consultant has or by the

time of commencement of the Services shall have obtained and paid for all licenses and permits required for Consultant to perform under this Agreement; (c) Consultant's performance of the Services, all recommendations made by Consultant to MMC, and all actions taken by Consultant on behalf of MMC shall be in accordance with all applicable federal, state, and local laws and regulations; (d) Consultant shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and (e) in the performance of the Services and the preparation of any materials related thereto, Consultant and its Personnel shall not infringe any patent, copyright, or trademark, or misappropriate any trade secret, or violate any other proprietary right of any third party, except that Consultant makes no representation or warranty regarding any information or materials supplied by MMC which it incorporates accurately into the Services or any related materials.

10. Confidentiality.

a. Throughout the Term hereof and for five years thereafter, Consultant will take whatever actions are necessary to protect the security and confidentiality of MMC's "Confidential Information." Confidential Information shall mean all non-public, confidential or proprietary information belonging to MMC, including, but not limited to, trade secrets, methodologies, documentation, specifications, techniques, know-how, procedures (tangible and non-tangible, machine or human readable), inventions (whether patentable or not), unpublished patent applications, reimbursement rates, business practices, procedures and pricing, patient information, physician provider numbers, employee data and social security numbers, license numbers, and any other information that is marked "confidential" or, if not so marked, under the circumstances should reasonably be deemed to be confidential, whether provided orally or in writing which is disclosed pursuant to this Agreement or which Consultant and its Personnel may gain access to as a result of the provision of services hereunder, as well as information developed as a direct result of disclosure of the Confidential Information. Consultant acknowledges that MMC is the owner of all Confidential Information. Consultant will use the Confidential Information only to the extent necessary to perform its responsibilities to MMC under this Agreement. Consultant and its Personnel will not make any disclosure of the Confidential Information and will ensure that Consultant's assistants do not make any such disclosure(s), except as may be required by subpoena or other order or of a court of competent jurisdiction or duly authorized governmental agency; provided, however, that on receipt of such subpoena or order, Consultant will immediately notify MMC thereof. Consultant will indemnify MMC against all claims, liabilities and costs arising out of Consultant's unauthorized use or disclosure of any Confidential Information. Consultant shall return all originals and copies (whether in hard copy, computer tape or any other form) of such Confidential Information to MMC promptly upon MMC's request or upon termination or expiration of this Agreement. For purposes hereof, "Confidential Information" shall not include: (a) information in the public domain at the time that it was provided by MMC or which subsequently comes into the public domain other than as a result of breach of this Agreement or applicable law; (b) information obtained from a third party unaffiliated with MMC and not bound by an obligations of confidentiality to MMC; or (c) information independently developed by Consultant without reference to the Confidential Information.

b. Consultant acknowledges that MMC would be irreparably damaged if Consultant or any of its Personnel breached its obligations with respect to intellectual property or Confidential Information as set forth in this Agreement, which damage cannot be adequately compensated for by an action at law. In the event of any such breach or threatened breach, in addition to all other remedies at law or in equity available to it, MMC shall be entitled to seek equitable relief, including preliminary and permanent injunctions, without the necessity of posting bond or other security. Nothing in this Agreement shall be construed as prohibiting MMC from pursuing any other remedies available to it at law, in equity, or under this Agreement, for any breach or threatened breach of this Agreement.

c. If, in carrying out its obligations hereunder, Consultant shall receive or gain access to "Protected Health Information", as such term is defined pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. § 1320d *et seq.*, the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, Consultant shall, contemporaneously with the execution of this Agreement, execute a Business Associate Agreement (as defined pursuant to HIPAA) in a form acceptable to MMC. Failure to execute a Business Associate Agreement shall be grounds for the immediate revocation or termination of this Agreement by MMC.

11. Publicity. Consultant will not originate or participate in any publicity, news release or other public announcement, written or oral, relating to this Agreement without MMC's prior written consent. Consultant shall not, and shall not permit any other person or entity to, use MMC's name (including the name of any division, unit, program or facility of MMC) in any advertising, promotional or sales literature, news release or other publicity or for any other purpose without MMC's prior written approval. Consultant may, however, add MMC's name to a client list, not to be published, but to be distributed for individual solicitations to potential customers which contains MMC's name and location only.

12. Reports and Records.

a. Any reports, specifications, work product or other materials prepared by Consultant specifically in the performance of the Services contemplated by this Agreement (the "Deliverables"), whether tangible or intangible and in whatever stage of completion, including, but not limited to, studies, reports, software, concepts, methods, techniques, processes, adaptations, ideas, data, financial analyses, drawings, specifications, programs and programming documentation, are "works for hire" and shall be the property of MMC exclusively. Consultant will provide MMC with good and valid title to all Deliverables under this Agreement, free and clear of all encumbrances and liens whatsoever. Consultant shall deliver to MMC immediately upon the expiration or earlier termination of this Agreement all copies of any such materials, together with all files and documents (electronic and paper) and they shall be solely retained by MMC.

b. During the Term and for three (3) years thereafter, Consultant shall maintain accounting records which accurately reflect the services rendered and charges billed, and copies of all backup documentation used to prepare claims and statements. Upon MMC's request and during normal business

hours, MMC or its agent shall have access to all Consultant's records pertaining to MMC's accounts, or at MMC's option Consultant shall send copies of relevant records to MMC. Consultant expressly agrees that MMC has the right to audit Consultant's records of its MMC accounts and the performance of Consultant under this Agreement. MMC agrees to conduct any such reviews in a manner so as to minimize any disruption to Consultant's business.

13. Compliance.

a. Consultant represents and warrants that all recommendations made to and actions taken by it on behalf of MMC hereunder shall be in accordance with federal and state regulations covering billings to Medicaid, Medicare, third party payors and self-pay patients. If MMC is subject to any audit(s) by Medicare, Medicaid or any other third-party payor(s) or otherwise, Consultant agrees to assist MMC in preparing for and responding to the audit(s). If any such audit(s) results in any disallowance of claims made by MMC based on Consultant's recommendations which require a repayment of monies received by MMC and/or penalties and/or interest arising there from, Consultant shall indemnify and hold MMC harmless with respect to any such penalties and interest and any costs or legal fees related thereto and in addition, shall refund to MMC any pro-rata fees paid by MMC to Consultant by reason of the billing(s) disallowed by the audit(s).

b. Consultant's services hereunder do not include the provision of legal advice or legal interpretation and Consultant shall not draw any legal conclusions. If during the course of the engagement, Consultant perceives that any compliance or legal issues exist, Consultant will immediately notify Montefiore's Department of Compliance by telephone or in person. Consultant will not produce any written reports or recommendations whether in draft or final form prior to discussing its finding with the Department of Compliance. Any recommendations that Consultant may have with respect to documentation, coding or billing must be presented to the Department of Compliance for review prior to any such recommendations being provided as a written deliverable hereunder whether in draft or final form.

14. Independent Contractor. It is understood and agreed that Consultant at all times acts strictly and exclusively as an independent contractor, that MMC does not exercise nor does it retain the right to control or direct Consultant in the manner in which Consultant performs any of Consultant's duties hereunder or other means, methods or course of operation. The parties further agree Consultant is retained by MMC only for the purposes and to the extent set forth in this Agreement. Consultant shall be free to dispose of such portion of Consultant's entire time, energy and skill during regular business hours as Consultant is not obligated to devote hereunder to MMC in such manner as Consultant sees fit and to such persons, firms or corporations as Consultant deems advisable. The Consultant's Personnel shall not be considered as having employee status at MMC under any federal, state or local law or ordinance or as being entitled to any plans or programs established at any time by MMC for its employees.

15. Termination.

a. This Agreement and any Statement of Work may be terminated at any time (i) for cause by either party upon thirty (30) days prior written notice to the other party specifying the breach if the other party fails to cure such breach within the thirty (30) day notice period; or (ii) by Montefiore without cause upon thirty (30) days prior written notice to Consultant or (iii) by mutual consent in writing.

b. In addition, MMC shall have the right to terminate this Agreement immediately, without notice, if Consultant (i) becomes insolvent or proceedings are initiated by or against Consultant under any law relating to bankruptcy, insolvency or the relief of debtors; (ii) fails to have or loses any required license, registration and/or certification; (iii) does not have in force the insurance required by the terms of this Agreement; (iv) materially violates applicable laws or regulations, or (v) fails to comply with the provisions of Subsections 16(d) or (e) below.

c. In connection with any expiration or termination of this Agreement or any SOW, or with termination of Consultant's performance of any Services, or any portion thereof, Consultant shall take all necessary and appropriate actions to accomplish a complete, timely, and seamless transition from Consultant to MMC, or to any third party suppliers designated by MMC, of the Services being terminated or expiring, without material interruption or material adverse impact on the Services, the service levels, or any other services provided to MMC by third parties. To the extent such disengagement assistance constitutes additional services not a part of the Services described in an SOW, MMC shall pay for such disengagement assistance at rates mutually agreed upon by the parties but in no event at rates greater than those set forth in the applicable SOW.

16. Regulatory Requirements.

a. To the extent applicable, Consultant agrees that in accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (the "Statute"), Consultant shall permit upon written request the Comptroller General of the U.S., the Secretary of Health and Human Services and their duly authorized representatives access to this Agreement and to Consultant's books, documents and records pertaining to this Agreement for a period of four years after the services are furnished under the Agreement. Consultant shall require the same of any organization(s) related to Consultant having subcontracts with Consultant to carry out any duties of Consultant under this Agreement with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period. For purposes of any audit conducted by Medicare, Consultant shall retain all relevant records for a period of six (6) years.

b. In the event that the books, records and/or operations of Consultant, in connection with MMC or this Agreement, are audited or subpoenaed or if Consultant is notified of an intent to audit by any governmental agency which also has regulatory or other control over MMC, Consultant shall promptly inform MMC of this fact and make such books and records available for inspection by MMC or its agents, as may be permitted by law but only insofar as they pertain to MMC and/or this Agreement.

c. To the extent applicable, in accordance with Section 400.4 of Title 10 (Health) of the Codes, Rules and Regulations of the State of New York (“Title 10”) : (a) each of the parties shall comply with those provisions of Chapter V of Title 10 which are binding on that party under the laws of the State of New York; and (b) “Notwithstanding any other provision in this agreement, MMC remains responsible for ensuring that any service provided pursuant to this agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.” Notwithstanding the foregoing, the provisions of the proceeding sentence are not intended to diminish in any respect Consultant’s obligations under this Agreement.

d. Consultant acknowledges and agrees that MMC operates a Compliance Program in accordance with New York State Regulations (the “Compliance Program”) and that Consultant shall be subject to MMC’s Compliance Program to the extent that Consultant provides services relating to one of MMC’s risk areas, i.e. billings, payments, ordered services, medical necessity, quality of care, governance, mandatory reporting, credentialing, contract oversight, and any other risk areas that MMC may identify in its Compliance Program. Consultant represents and warrants that it (and its employees and/or contractors providing services to MMC under this Agreement) will abide by all applicable Compliance Program policies and procedures (or portions thereof) as identified by MMC, which may be modified or updated from time to time in MMC’s sole discretion during the term of the Agreement, to the extent they relate to the Services and Deliverables to be provided by Consultant hereunder. Upon request, MMC will provide Consultant with copies of the Compliance Program policies and procedures applicable to Consultant.

e. Consultant represents and warrants that Consultant, its owners, officers, directors and/or its Personnel (collectively, the “Consultant Parties”) are not individuals or entities excluded from participation in any federal or state health care programs or debarred by the Government Services Agency (“GSA”) from any procurement or non-procurement programs or activities. Consultant further warrants that it will immediately notify MMC in writing if any of the Consultant Parties become excluded from participation in any federal or state health care programs or debarred by the GSA during the term of the Agreement, If Consultant is subject to the Compliance Program as set forth in subsection 16(d) above, no less than every thirty (30) days during the term of this Agreement, Consultant shall determine the exclusion status of the Consultant Parties by reviewing, at a minimum, the following databases (or any successor databases): (i) the New York State Office of the Medicaid Inspector General Exclusion List; and (ii) the United States Department of Health and Human Services Office of Inspector General’s List of Excluded Individuals and Entities. If any of Consultant Parties appear on either of the foregoing databases at any time, Consultant shall immediately report the same to Lynn Stansel, Vice President – Corporate Compliance and Koji Mabuchi, Senior Director – Corporate Compliance by email at the following addresses: lstansel@montefiore.org and kmabuchi@montefiore.org, with hard copy sent by mail to their attention at Montefiore Health System, Inc., 111 East 210th Street, Bronx, NY 10467, and shall immediately remove such individual from any further involvement with MMC and with the Services and Deliverables provided under this Agreement and replace such individual at Consultant’s sole expense. Consultant shall retain all documentation that it has performed the reviews required by this Paragraph for no less than ten (10) years from the termination or expiration of this Agreement (or for such longer period

of time as may be required by applicable by law), and Consultant shall immediately provide all such documentation to MMC upon request. Consultant's obligations to retain and provide documentation of the reviews required by this subsection 16.e. shall survive the termination or expiration of this Agreement.

17. MMC Computer Systems and MMC Data.

a. In the event that Consultant requires access to MMC's electronic health record system or other electronic applications (collectively, the "MMC Systems") in order to perform the Services under a SOW, MMC shall provide those of Consultant's Personnel who require such access and who complete MMC's required access forms, such access as is necessary to the applicable MMC Systems. Consultant and its Personnel shall be responsible for complying with the password and security procedures that MMC may establish from time to time with respect to access to MMC Systems. Consultant shall insure that its Personnel do not use MMC Systems in a manner intended to abuse or violate the privacy or property rights of others or knowingly take any action that may negatively affect the use or functionality of the MMC Systems. Consultant shall notify MMC as soon as reasonably possible if it becomes aware that the security of the MMC Systems has been compromised. Consultant is responsible for all use of the MMC Systems through its Personnel's names and passwords, even if unauthorized. Consultant will promptly inform MMC if any Consultant Personnel is no longer providing services on MMC's account so that such Personnel's access to the MMC Systems can be terminated. If Consultant's Personnel access any third party's website on behalf of MMC to perform the services hereunder, Consultant shall ensure that its Personnel access such websites only in accordance with the rules, regulations and requirements of such websites and applicable laws.

b. All MMC Data (defined below) shall be processed, stored, and hosted solely in the United States. Consultant shall be solely responsible for all information technology infrastructure used to provide Services and Deliverables or to access MMC Systems, including without limitation computers, software, databases, electronic systems, networks and cloud infrastructure. Consultant shall (i) segregate all MMC Data from that of any other customer; and (ii) encrypt all MMC Data and all attributes of MMC Data processed, transmitted or stored by or in the Services, using algorithms and key lengths in accordance with good industry practice. MMC reserves the right to review Consultant's policies and procedures used to maintain the security and confidentiality of MMC Data. Consultant shall not, and shall not allow its affiliates, subcontractors or any third parties to: (i) access, use, erase, copy, process, disclose, transfer or transmit MMC Data other than as set forth in this Agreement or as necessary to perform the Services, without MMC's prior written approval (in its sole discretion); (ii) disclose, sell, assign, lease or otherwise provide MMC Data to third parties, including its third party service providers, without MMC's prior written approval (in its sole discretion) and an agreement in writing from the third party to safeguard such MMC Data in a manner consistent with Consultant's obligations under this Agreement; or (iii) commercially exploit any MMC Data. Except for the rights granted to Consultant under this Agreement, MMC retains and reserves all right, title and interest in and to MMC Data, including without limitation all intellectual property rights therein, Deliverables and MMC Confidential Information (collectively, "MMC Intellectual Property"). No ownership rights in MMC Intellectual Property shall accrue to Consultant. "MMC Data" means any data or information of MMC or any of its affiliates that (a) is provided to or

obtained by Consultant in connection with this Agreement; or (b) is created, collected or processed by Consultant in connection with this Agreement.

18. Non-Solicitation. Consultant agrees that, during the term of this Agreement and for one year thereafter, it shall not directly or indirectly for or on behalf of itself or any other person or entity solicit, recruit, entice or persuade any employee of MMC to leave the employ of MMC or to hire or contract for employment with Consultant or any third party without MMC's prior written consent. The restrictions under this Section do not prohibit Consultant from hiring a person (a) who submits an unsolicited application or (b) who responds to a solicitation done by means of a general advertisement that is not directed to employees of MMC, its subsidiaries or affiliates.

19. Notices. All notices required or permitted to be given hereunder shall be in writing unless otherwise specified. Any written notice, amendment or modification required or permitted hereunder shall be sent by certified mail, return receipt requested, or sent by federal overnight carrier, or delivered personally to the party at the address set forth below. Any notice sent by mail shall be deemed received three (3) days after mailing. Any notice sent by overnight carrier shall be deemed received the next business day after delivery with the carrier. Any notice personally delivered shall be deemed received when delivered.

If to Consultant: SmartRise Health
447 Broadway 2nd fl., suite 303
New York, NY 10013-2562
Attn: Vanessa Guzman, CEO and President

If to MMC: Montefiore Medical Center
111 East 210th
Street Bronx, NY 10467
Attn: _____

Any change in address will be provided to the other party by notice in accordance with the provisions of this Section 19.

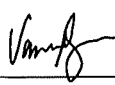
20. Governing Law. This Agreement shall be governed and interpreted according to the laws of the State of New York without regard to conflict of laws principles. The parties hereby submit to the exclusive jurisdiction of the state and federal courts located in the City of New York, New York for the purpose of any actions or proceedings that may be required to enforce any of the provisions of this Agreement.

21. Miscellaneous. This Agreement, together with any Statements of Work, contains the entire understanding of the parties as to the matters contained herein and supersedes any prior oral or written agreement pertaining to the subject matter hereof. If there is any conflict between the terms of this Agreement and the terms of any Statement of Work, the terms of this Agreement shall govern. The

sections of this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall survive. No amendment or modification of the Agreement shall be valid, unless made in writing and signed by both parties. This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, MMC may assign this Agreement to an entity having control over it.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT

Signature 
Name Vanessa Guzman
Title CEO and President

MONTEFIORE MEDICAL CENTER


Signature 
Name Philip O. Ozah, MD, PhD
Title President & CEO



EXHIBIT A

STATEMENT OF WORK

I. A complete and accurate description of the services to be performed:

MONTEFIORE MEDICAL CENTER (MMC).

MMC seeks to establish a 21-bed child and adolescent acute inpatient psychiatry unit to be in space leased at the New York City Children's Center (NYCCC) – Bronx Campus. The acute inpatient psychiatric unit will serve patients, ages 5-17. To submit the Certificate of Need Application to the New York State Health Department, Montefiore Medical Center must have a Health Equity Impact Assessment completed by qualified independent entity. To that end, Montefiore has engaged SmartRise Health, an accomplished and reputable consulting firm in the areas of health equity, anti-racism, stakeholder and community engagement, and health care access and delivery of to conduct the assessment. SmartRise Health will assess the demographics of the service area, availability of similar services, current access barriers for underserved populations, staffing impacts, and other relevant considerations as part of the HEIA using qualitative and quantitative data.

MMC is part of the Montefiore Health System, one of New York's premier academic health systems and a recognized leader in providing exceptional quality and personalized, accountable care to approximately three million people in communities across the Bronx, Westchester and the Hudson Valley. It is comprised of 10 hospitals, including the Children's Hospital at Montefiore, Burke Rehabilitation Hospital and more than 200 outpatient ambulatory care sites. The advanced clinical and translational research at its medical school, Albert Einstein College of Medicine, directly informs patient care and improves outcomes. From the Montefiore-Einstein Centers of Excellence in cancer, cardiology and vascular care, pediatrics, and transplantation, to its preeminent school-based health program, Montefiore is a fully integrated healthcare delivery system providing coordinated, comprehensive care to patients and their families.

SMARTRISE HEALTH

SmartRise Health has designed a **Health Equity Impact Assessment** approach that integrates community and patient engagement concepts to drive health equity and ensure equitable representation on capital projects. The framework uses stakeholder engagement as a fundamental component to understanding how capital projects impact marginalized populations, while developing equitable and achievable mitigation steps to ensure projects are approved. In similar projects, SmartRise Health has leveraged this methodology using the Institute for Healthcare Improvement's (IHI) quality improvement model, across various stakeholders, including payers, policymakers (CMS, NCQA, ONC), provider networks, community-based organizations, pharmaceutical and technology organizations looking to promote equitable access to care.



This scope is focused on Montefiore Health system's Montefiore Medical Center hospital. Options to contract to perform HEIA's for other hospital CONs within the system will be discussed on an as needed basis following evaluation of existing scope performance.

As part of the scope of work, SmartRise Health will provide industry advisory and consulting services for the management, coordination, and finalization of Montefiore Medical Center's Health Equity Impact Assessment. SmartRise Health will "meet you where you are at," optimizing the outcomes of HEIA, supporting support data collection and meaningful engagement of community stakeholders.

SmartRise Health will recommend solutions for tracking and monitoring results to ensure that the MMC promotes a sustainable, equitable environment for healthcare delivery. Goals include improving quality, lowering costs, improving outcomes, and enhancing the experience of patients, while ensuring that all patients have equitable access and outcomes regardless of income, race, gender, disability status, age, insurance coverage, and zip code.

SmartRise Health will provide industry advisory and consulting services for the management, coordination, and finalizing of Montefiore Medical Center's Health Equity Impact Assessment. SmartRise Health will "meet you where you are at," optimizing the outcomes of HEIA. SmartRise will support data collection efforts, while also supporting a meaningful engagement of community stakeholders.

SUMMARY OF DELIVERABLES AND RESULTS

Expected deliverables include:

- Completed HEIA Template
- Completed Data Tables
- Completed Conflict of interest form

Expected results:

- Approved Health Equity Impact Assessment to support the Certification of Need application.

BREAKDOWN OF ACTIVITIES AND DELIVERABLES

SmartRise Health will collaborate with the Program Sponsor and planning team in the identification of programs, people and processes associated with the Health Equity Impact Assessment – including alignment of project goals, stakeholders, and data collection.

Key SmartRise Health Activities:

1. Project Kick-off and Discovery
 - a. Gather details regarding the project for CON.
 - b. Provide critical SmartRise Health insights, structure, and framework.
2. Data Collection and Montefiore Stakeholder Engagement
 - a. Review and synthesize data shared by MMC around service area, market share, competitors, business and staffing plan, and any additional supporting documents.
 - b. Leverage data sources (such as census data, hospital discharge data, HRSA shortage designation, stakeholder interviews, secondary sources, medical literature, or grey literature, etc.) to understand impact to medically underserved populations.
 - c. Meet with Montefiore departmental owners as directed and assigned by project sponsor.
 - d. Capture potential impacts and prepare mitigation strategies as needed.
3. Community Engagement
 - a. Identify and meet with contacts for community stakeholder groups including city and borough health department leaders and community representatives from under-represented groups.
4. Synthesis and Submission

SmartRise Health Deliverables:

- Program management framework
 - Project plan with milestones
 - Project dashboard and status reporting
- Completed HEIA Template
- Completed Data Tables
- Completed conflict of interest form

Key Montefiore Medical Center Requirements

1. Access to project plan, deliverables and intended use.
2. Access to demographics data within service area
3. Provide data sources (such as census data, claims, hospital discharge data, HRSA shortage designation, stakeholder interviews, secondary sources, medical literature, or grey literature, etc.)
4. Provide business plan documentation regarding existing service landscape, staffing plan, similar projects in the last 5 years, and existing efforts to address health inequities.
5. Contact information and pre-engagement or communication with project stakeholders.

II. Project implementation plan, including a timetable:

PROJECT PLAN

The snapshot below shows a visualization of the Montefiore Health Impact Assessment timeline, with high-level milestones.

Detail will be added to the timeline during as Montefiore shares information during discovery. An updated timeline, with Montefiore work activities and deadlines is a SmartRise deliverable.

The timeline shows four periods which may be modified during discovery:

1. Project Kick-Off and Discovery
2. Stakeholder Data Collection and Montefiore Stakeholder Engagement
3. Community Engagement
4. Synthesis and Submission

	Weeks (targeting 8 weeks, updates will be made to timeline as needed based on discovery)							
Phase	1	2	3	4	5	6	7	8
1. Project Kick-Off and Discovery								
2. Data Collection and Montefiore Stakeholder Engagement								
3. Community Engagement								
4. Synthesis and Submission								

III. The terms of the SOW and the schedule for performance of the services:

FEES AND PAYMENT TERMS

DURATION AND COST MODEL	
Duration	
<ul style="list-style-type: none"> • Scope Estimated duration: 2 – 3 months (targeting 8 weeks) • Schedule/Timeframe for Services Completion (Contract Term) • Term: Effective Date: September 1, Expiration Date: December 31, 2023 	
Cost Model	
<ul style="list-style-type: none"> • Fixed Cost 	

LABOR EXPENDITURES				
Role/Title	# Resources	Resource Hours	Hourly Rate	Total
Health Equity SME	1	6		
Program Management	1	40		
Analytics and Implementation Analyst	1	35		
Total				

COST BREAKDOWN			
Phase	Key Milestone / Deliverable	Invoice Period	Expenditure by Month
0	Program Setup/At Signing	Project start	
1	Project Kick-off and Discovery	Invoiced monthly after project start	
2	Data Collection		
3	Stakeholder and Community Engagement		
Total			

IV. Procedures for testing and acceptance of the services and deliverables:

QUALITY AND ACCEPTANCE CRITERIA

Indicator/Metric	Measurement Criteria	Frequency
Approach Delivery	Proposed approach and project reviewed and agreed upon	Monthly
Timeliness	Content turnaround times, including curriculum, project charter and content delivered within agreed upon timeframes	Monthly
Content alignment	Content displays alignment as agreed upon programs and models, as agreed upon	Monthly
Contractor performance and reporting	100% on time deliverables Creation of technical and operational structure to support accreditation	Reporting out monthly against status of key workstreams

V. Names and contact information of the consultant’s main point of contact and any key personnel:

SMARTRISE HEALTH CONTACT INFORMATION

- Joe Hinderstein, Consultant, SmartRise Health, Project Leader
jhinderstein@smartrisehealth.com, (914) 815-0902
- Ruth Harmon, Vice President, Strategy and Operations, SmartRise Health,
ruth.harmon@smartrisehealth.com, (914) 708-6878
- Vanessa Guzman, CEO, SmartRise Health.
vanessa@smartrisehealth.com, (646) 680-9046



THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIRMAN
Committee on Education

COMMITTEES
Labor
Rules
Ways and Means

MICHAEL R. BENEDETTO
Assemblyman 82nd District
Bronx, New York

January 8, 2024

To Whom It May Concern,

I, Michael R. Benedetto, NYS Assembly Member representing the 82nd Assembly District (Throggs Neck, Co-op City, City Island, Pelham Bay, Waterbury-LaSalle, Country Club, Spencer Estate and parts of Morris Park), would like to offer support for the Children's Hospital at Montefiore's Child and Adolescent Inpatient Psychiatric project at the NYCCC in the Bronx.

The shortage of behavioral health services for children and adolescents is a critical issue in the Bronx and nationwide, and I am optimistic that this project will create a lasting impact for children & adolescents, their families, and New York City.

Over 55,000 children in the Bronx have a behavioral health disturbance, with over 28,000 considered to have serious emotional disturbances. Bronx students aged 5-17 suffer from stress, anxiety, depression, suicide and other mental health conditions. The proposed NYCCC project will address the difficulties of these children, adolescents, and their families by increasing access, integrating care, reducing wait times, and providing the right care (by the right professionals).

Sincerely,

Michael R. Benedetto
Member of Assembly



BRONX BOROUGH PRESIDENT VANESSA L. GIBSON

January 5, 2024

To whom it may concern,

As Bronx Borough President, I write to express my strong support for the Children's Hospital at Montefiore's Child and Adolescent Inpatient Psychiatric project at the New York City Children's Center (NYCCC) in The Bronx.

The shortage of behavioral health services for children and adolescents is a critical issue in The Bronx, and I am optimistic that this project will have a lasting impact for, their families, and New York City as a whole.

My team at the Office of the Bronx Borough President is committed to improving the health and wellness of our Bronx residents, particularly children and adolescents. The behavioral health needs of this population are abundantly clear, yet the services available do not meet the demand, especially when it comes to inpatient healthcare services.

Over 55,000 children in the Bronx have behavioral health disturbances, with over 28,000 considered to have serious emotional disturbances. Bronx students aged 5 to 17 suffer from stress, anxiety, depression, risk of suicide, and other debilitating mental health conditions. The proposed NYCCC project will address the needs of these children, adolescents, and their families by increasing healthcare access, integrating care, reducing wait times, and ensuring patients receive the correct care by trained medical professionals.

With plans to serve all patients, regardless of their insurance status, I am confident that this project will help serve our borough's most vulnerable patients and their families. Additionally, it will improve throughput in the Children's Hospital at Montefiore Emergency Room. It is my hope that given the immense need for our children and adolescents to receive patient-centered healthcare, that we will see this project come to fruition.

Sincerely,

Vanessa L. Gibson
Bronx Borough President



December 26, 2023

To Whom It May Concern:

I am State Senator Gustavo Rivera and I represent the 33rd Senate District in the Bronx and serve as Chair of the Senate Health Committee. I would like to offer support for the Children's Hospital at Montefiore's plans for a Child and Adolescent Inpatient Psychiatric project at the NYCCC in The Bronx.

The Bronx faces a breadth of health disparities, so our healthcare stakeholders should work with the state to assess needs and make investments that support community wellness in our borough. Focusing resources on the behavioral health needs of children and adolescents is a worthwhile effort as the needs of this population are abundantly clear, yet the services available do not meet the demand, particularly for inpatient healthcare services.

With plans to serve 100% Medicaid patients, I am confident that this project will help serve our borough's most vulnerable patients and their families. Additionally, it will improve throughput in the Children's Hospital at Montefiore Emergency Room.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Rivera".

Gustavo Rivera
New York State Senator
33rd District, The Bronx

DISTRICT OFFICE
3040 E TREMONT AVENUE, SUITE 108
BRONX, NY 10461
PHONE: 718-931-1721
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CITY HALL OFFICE
250 BROADWAY, SUITE 1789
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MVelazquez@council.nyc.gov



THE COUNCIL
OF
THE CITY OF NEW YORK
MARJORIE VELÁZQUEZ
COUNCIL MEMBER, 13TH DISTRICT, BRONX

CHAIR
CONSUMER AFFAIRS AND WORKER PROTECTION

COMMITTEES
FINANCE
HEALTH
OVERSIGHT AND INVESTIGATIONS
PARKS AND RECREATION
SANITATION AND SOLID WASTE MANAGEMENT
SMALL BUSINESS

December 26, 2023

As the New York City Council Member representing District 13 in The Bronx, I am writing to you today to offer support for the Children’s Hospital at Montefiore’s Child and Adolescent Inpatient Psychiatric project at the New York City Children's Centers (NYCCC) in The Bronx.

Over 55,000 children in The Bronx have a behavioral health disturbance, with over 28,000 considered to have serious emotional disturbances. Bronx students aged 5-17 suffer from stress, anxiety, depression, suicide and other mental health conditions.

Currently, Montefiore does not currently offer these services, forcing patients to travel long distances to receive the care they need, while creating long wait times in the emergency room. The proposed NYCCC project will address these difficulties facing these children, adolescents, and their families by increasing access, integrating care, reducing wait times, and providing the right care by the right professionals.

There is so much need in our community and this new project will greatly enhance access to high-quality services for children and adolescents in The Bronx and throughout District 13. The shortage of behavioral health services for children and adolescents is a critical issue in our borough and nationwide; and I am optimistic that this project will create a lasting impact for children & adolescents, their families, New York City, The Bronx, and District 13.

With so much diversity in my district and throughout the East Bronx, I urge you to support the Children’s Hospital at Montefiore’s Child and Adolescent Inpatient Psychiatric project and their intended mission. This project will provide New Yorkers and their families with mental and behavioral healthcare options that address issues such depression, anxiety, suicidal ideations, and other mental health conditions, as well as strengthen and enhance Montefiore Hospital’s public health network that provides vital services for many in my district and our communities throughout The Bronx.

A handwritten signature in black ink, appearing to read "Marjorie Velazquez".

Council Member Marjorie Velazquez

**THE SENATE
STATE OF NEW YORK**



NATHALIA FERNANDEZ
SENATOR, 34TH DISTRICT

ALBANY OFFICE

814 LEGISLATIVE OFFICE BUILDING
ALBANY, NEW YORK 12247
(518) 455-3595

DISTRICT OFFICE

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CHAIR

ALCOHOLISM AND SUBSTANCE USE DISORDERS

COMMITTEES

LABOR

RULES

MENTAL HEALTH

TRANSPORTATION

INVESTIGATIONS AND GOVERNMENT OPERATIONS

COMMERCE, ECONOMIC DEVELOPMENT
AND SMALL BUSINESS

SECRETARY

NYS BLACK, PUERTO RICAN, HISPANIC
AND ASIAN LEGISLATIVE CAUCUS

To Whom It May Concern:

I am writing to earnestly express my support for the Children's Hospital at Montefiore's Child and Adolescent Inpatient Psychiatric project at the New York City Children's Center (NYCCC) in the Bronx.

The shortage of behavioral health services for children and adolescents is a critical and pervasive issue both locally and nationwide. I firmly believe that the proposed NYCCC project is poised to create a lasting impact on the lives of over 55,000 children in the Bronx who suffer from behavioral health disturbances, with 28,000 considered to have serious emotional disturbances. The challenges faced by Bronx students aged 5-17, including stress, anxiety, depression, and suicidal tendencies, underscore the pressing need for specialized care.

The NYCCC project is a beacon of hope in addressing these difficulties comprehensively. By increasing access to mental health services, integrating care, reducing wait times, and ensuring the right professionals provide tailored care, this initiative promises a transformative shift in the well-being of our community's children and adolescents.

Your support for this project is crucial in realizing its full potential and positively impacting the lives of vulnerable populations in the Bronx. I am confident that your endorsement will contribute significantly to the success of the Children's Hospital at Montefiore's initiative.

Thank you for your time and consideration. I look forward to your support in advancing this vital project for the mental health of our children and adolescents.

Sincerely,

Nathalia Fernandez

A handwritten signature in black ink, appearing to read 'Nathalia Fernandez'.

New York State Senator of Senate District 34

Organization	Name/Organization - if organization, please include contact(s)	Date(s) of outreach	What required stakeholder group did they represent?	Is this person/group a resident of the project's service area?	Method of engagement (i.e. phone calls, community forums, surveys, etc.)	Is this group supportive of this project?	Did this group provide a statement?	If a statement was provided (250 word max), please include below:
New York City Department of Health and Mental Hygiene - Behavioral Health Division	[REDACTED]	11/27/2023	public health experts	yes	Teleconference	yes	no	
New York City Department of Health and Mental Hygiene - Behavioral Health Division	[REDACTED]	11/27/2023	public health experts	yes	Teleconference	yes	no	
New York City Department of Health and Mental Hygiene - Behavioral Health Division	[REDACTED]	11/27/2023	public health experts	yes	Teleconference	yes	no	
New York City Department of Health and Mental Hygiene - Behavioral Health Division	[REDACTED]	11/27/2023	public health experts	yes	Teleconference	yes	no	
Fund for the City of New York	[REDACTED]	11/30/2023	public health experts	Yes	Survey	Yes	Yes	Bronx families deserve access to nearby high-quality child and adolescence inpatient psychiatric services one less stressor for families and children already dealing with multiple healthcare challenges.
New York City Department of Education	[REDACTED]	12/1/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/1/2023	organizations representing em	No	Survey	Yes	No	
Individual	[REDACTED]	12/1/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/1/2023	residents of the project's serv	Yes	Survey	Yes	No	
Arte Medical PC	[REDACTED]	12/2/2023	residents of the project's serv	Yes	Survey	Yes	Yes	
Individual	[REDACTED]	12/2/2023	residents of the project's serv	Yes	Survey	Yes	No	This program will definitely help parents and families get Dx on mental health and other medical conditions that will improve families quality of life in society.
NYPD	[REDACTED]	12/2/2023	residents of the project's serv	Yes	Survey	Yes	No	
Latino Victory	[REDACTED]	12/2/2023	community leaders	No	Survey	Yes	No	
House of Representatives	[REDACTED]	12/2/2023	residents of the project's serv	Yes	Survey	Yes	No	
Credit City	[REDACTED]	12/2/2023	organizations representing em	No	Survey	Yes	Yes	Powerful in our comity health and mental service
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	I definitely do agree with this because children " youth " of this generation will be greatly impacted ! Learning new things everyday will give youth a different aspects of others and their situation
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Children's Arts and Science Workshops	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	I strongly understand the need for mental health services in hospitalization in-patient or out-patient in the Bronx. I really appreciate this project because I once was in a situation and wasn't able to get much help around the bronx and had to go to ones in manhattan or white plains. So If anything else I support this and if you all need help with volunteer or anything, I'm happy to help.
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Children's Arts & Science Workshops	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	No
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	This individual shared a negative personal experience about being a patient at Montefiore, and recommended that services should focus on healing and treatment. The Independent Entity is summarizing to protect privacy.
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	It'd for the best interest of the patients admitted in the unit to not be treated like inconsolable prisoners. Depression, anxiety, and suicidal thoughts (etc) aren't healed through isolation and invasion of privacy and self. It is healed through community, creative endeavors, and a good sense of self and self understanding. There is a self-registered prison in Korea that has properly involved practices of gratitude, understanding of self, and enjoyment of life through their facility. It'd be good to study those and how the "prisoners" feel during their stay. Also music, learning about things you're interested in, shadow work journaling, talking to strangers, writing letters instead of venting verbally, slowing doing exposure therapy as small as complimenting a stranger and waving at people, etc it all HEALS. What I'm trying to say is, please don't do wrong like many psychiatric units have done in NY. The patients should enter and leave feeling better, not more traumatized.
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	n/a
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	community leaders	No	Survey	No	No	
Mott Haven Housing	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	It a good thing because it helping others and different community with family members and friends
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	SYEP needs better opportunities for young moms & dads
Individual	[REDACTED]	12/4/2023	community leaders	No	Survey	Yes	No	
Children's Arts & Science Workshops, Inc.	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	Nothing at all
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Children's Arts & Science Workshops, Inc.	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	I think people who suffer from mental health deserve care, and their pain shouldn't be ignored. I do not know anyone who suffers from mental health but I have heard the stories, and I know lots of people suffer in silence. I truly support this project and hope it succeeds.
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	Yes	I feel like we should take care of the teenagers in this society because of the high suicide rate
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	community leaders	No	Survey	Yes	No	
Individual	[REDACTED]	12/4/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/5/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/5/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/5/2023	residents of the project's serv	Yes	Survey	Yes	Yes	Mental health plays a big part in this world so I feel that if access can be giving to young adults and adolescents so that less individuals feel alone with no help or no alternative to turn to.
Individual	[REDACTED]	12/5/2023	residents of the project's serv	Yes	Survey	Yes	Yes	This individual spoke favorably about access to mental health care. The Independent Entity is summarizing to protect privacy.
Individual	[REDACTED]	12/6/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/7/2023	community leaders	No	Survey	Yes	No	
Individual	[REDACTED]	12/7/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/7/2023	residents of the project's serv	Yes	Survey	Yes	No	
Individual	[REDACTED]	12/7/2023	residents of the project's serv	Yes	Survey	Yes	No	
Bronx Lebanon	[REDACTED]	12/10/2023	residents of the project's serv	Yes	Survey	Yes	No	

Organization	Name/Organization - if organization, please include contact(s)	Date(s) of outreach	What required stakeholder group did they represent?	Is this person/group a resident of the project's service area?	Method of engagement (i.e. phone calls, community forums, surveys, etc.)	Is this group supportive of this project?	Did this group provide a statement?	If a statement was provided (250 word max), please include below:
New York State Senator of Senate District 34	Council Member Nathalia Fernandez	1/4/2023	community leaders	Yes	Letter of Support	Yes	Yes	<p>To Whom It May Concern:</p> <p>I am writing to earnestly express my support for the Children's Hospital at Montefiore's Child and Adolescent Inpatient Psychiatric project at the New York City Children's Center (NYCCC) in the Bronx.</p> <p>The shortage of behavioral health services for children and adolescents is a critical and pervasive issue both locally and nationwide. I firmly believe that the proposed NYCCC project is poised to create a lasting impact on the lives of over 55,000 children in the Bronx who suffer from behavioral health disturbances, with 28,000 considered to have serious emotional disturbances. The challenges faced by Bronx students aged 5-17, including stress, anxiety, depression, and suicidal tendencies, underscore the pressing need for specialized care.</p> <p>The NYCCC project is a beacon of hope in addressing these difficulties comprehensively. By increasing access to mental health services, integrating care, reducing wait times, and ensuring the right professionals provide tailored care, this initiative promises a transformative shift in the well-being of our community's children and adolescents.</p> <p>Your support for this project is crucial in realizing its full potential and positively impacting the lives of vulnerable populations in the Bronx. I am confident that your endorsement will contribute significantly to the success of the Children's Hospital at Montefiore's initiative.</p> <p>Thank you for your time and consideration. I look forward to your support in advancing this vital project for the mental health of our children and adolescents.</p> <p>Sincerely, Nathalia Fernandez</p>
New York State Senator District 33	Council Member Gustavo Rivera	1/4/2023	community leaders	Yes	Letter of Support	Yes	Yes	<p>To Whom It May Concern:</p> <p>I am State Senator Gustavo Rivera and I represent the 33rd Senate District in the Bronx and serve as Chair of the Senate Health Committee. I would like to offer support for the Children's Hospital at Montefiore's plans for a Child and Adolescent Inpatient Psychiatric project at the NYCCC in The Bronx.</p> <p>The Bronx faces a breadth of health disparities, so our healthcare stakeholders should work with the state to assess needs and make investments that support community wellness in our borough. Focusing resources on the behavioral health needs of children and adolescents is a worthwhile effort as the needs of this population are abundantly clear, yet the services available do not meet the demand, particularly for inpatient healthcare services.</p> <p>With plans to serve 100% Medicaid patients, I am confident that this project will help serve our borough's most vulnerable patients and their families. Additionally, it will improve throughput in the Children's Hospital at Montefiore Emergency Room.</p> <p>Sincerely, Gustavo Rivera</p>
New York State Senator District 13	Council Member Marjorie Velazquez	1/4/2023	community leaders	Yes	Letter of Support	Yes	Yes	<p>As the New York City Council Member representing District 13 in The Bronx, I am writing to you today to offer support for the Children's Hospital at Montefiore's Child and Adolescent Inpatient Psychiatric project at the New York City Children's Centers (NYCCC) in The Bronx.</p> <p>Over 55,000 children in The Bronx have a behavioral health disturbance, with over 28,000 considered to have serious emotional disturbances. Bronx students aged 5-17 suffer from stress, anxiety, depression, suicide and other mental health conditions.</p> <p>Currently, Montefiore does not currently offer these services, forcing patients to travel long distances to receive the care they need, while creating long wait times in the emergency room. The proposed NYCCC project will address these difficulties facing these children, adolescents, and their families by increasing access, integrating care, reducing wait times, and providing the right care by the right professionals.</p> <p>There is so much need in our community and this new project will greatly enhance access to highquality health services for children and adolescents in The Bronx and throughout District 13. The shortage of behavioral health services for children and adolescents is a critical issue in our borough and nationwide; and I am optimistic that this project will create a lasting impact for children & adolescents, their families, New York City, The Bronx, and District 13.</p> <p>With so much diversity in my district and throughout the East Bronx, I urge you to support the Children's Hospital at Montefiore's Child and Adolescent Inpatient Psychiatric project and their intended mission. This project will provide New Yorkers and their families with mental and behavioral healthcare options that address issues such as depression, anxiety, suicidal ideations, and other mental health conditions, as well as strengthen and enhance Montefiore Hospital's public health network that provides vital services for many in my district and our communities throughout The Bronx.</p>

Organization	Name/Organization - if organization, please include contact(s)	Date(s) of outreach	What required stakeholder group did they represent?	Is this person/group a resident of the project's service area?	Method of engagement (i.e. phone calls, community forums, surveys, etc.)	Is this group supportive of this project?	Did this group provide a statement?	If a statement was provided (250 word max), please include below:
								<p>To whom it may concern,</p> <p>As Bronx Borough President, I write to express my strong support for the Children's Hospital at Montefiore's Child and Adolescent Inpatient Psychiatric project at the New York City Children's Center (NYCCC) in The Bronx.</p> <p>The shortage of behavioral health services for children and adolescents is a critical issue in The Bronx, and I am optimistic that this project will have a lasting impact for, their families, and New York City as a whole. My team at the Office of the Bronx Borough President is committed to improving the health and wellness of our Bronx residents, particularly children and adolescents. The behavioral health needs of this population are abundantly clear, yet the services available do not meet the demand, especially when it comes to inpatient healthcare services.</p> <p>Over 55,000 children in the Bronx have behavioral health disturbances, with over 28,000 considered to have serious emotional disturbances. Bronx students aged 5 to 17 suffer from stress, anxiety, depression, risk of suicide, and other debilitating mental health conditions. The proposed NYCCC project will address the needs of these children, adolescents, and their families by increasing healthcare access, integrating care, reducing wait times, and ensuring patients receive the correct care by trained medical professionals. With plans to serve all patients, regardless of their insurance status, I am confident that this project will help serve our borough's most vulnerable patients and their families. Additionally, it will improve throughput in the Children's Hospital at Montefiore Emergency Room. It is my hope that given the immense need for our children and adolescents to receive patient-centered healthcare, that we will see this project come to fruition.</p> <p>Sincerely, Vanessa L. Gibson</p>
Bronx Borough President	Borough President Vanessa Gibson	1/5/2023	community leaders	yes	Letter of Support	yes	yes	<p>To Whom It May Concern,</p> <p>I, Michael R. Benedetto, NYS Assembly Member representing the 82nd Assembly District (Throggs Neck, Co-op City, City Island, Pelham Bay, Waterbury-LaSalle, Country Club, Spencer Estate and parts of Morris Park), would like to offer support for the Children's Hospital at Montefiore's Child and Adolescent Inpatient Psychiatric project at the NYCCC in the Bronx.</p> <p>The shortage of behavioral health services for children and adolescents is a critical issue in the Bronx and nationwide, and I am optimistic that this project will create a lasting impact for children & adolescents, their families, and New York City.</p> <p>Over 55,000 children in the Bronx have a behavioral health disturbance, with over 28,000 considered to have serious emotional disturbances. Bronx students aged 5-17 suffer from stress, anxiety, depression, suicide and other mental health conditions. The proposed NYCCC project will address the difficulties of these children, adolescents, and their families by increasing access, integrating care, reducing wait times, and providing the right care (by the right professionals).</p> <p>Sincerely, Michael R. Benedetto</p>
New York State Assembly, 82nd District	Assembly Member Michael Benedetto	1/10/2023	community leaders	yes	Letter of Support	yes	yes	

Label	ZCTA5 10451			ZCTA5 10452			ZCTA5 10453			ZCTA5 10454				
	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error
SEX AND AGE (Census Table DP05)														
Total population	51,311 ±2,999		51,311 (X)		78,624 ±3,253		78,624 (X)		80,385 ±3,125		80,385 (X)		41,073 ±2,161	
Male	23,365 ±1,830		45.50% ±2.1		37,307 ±2,085		47.40% ±1.7		37,656 ±1,917		46.80% ±1.6		19,272 ±1,548	
Female	27,946 ±1,891		54.50% ±2.1		41,317 ±2,156		52.60% ±1.7		42,729 ±2,142		53.20% ±1.6		21,801 ±1,325	
Sex ratio (males per 100 females)	83.6 ±7.2	(X)	(X)		90.3 ±6.3	(X)	(X)		88.1 ±5.7	(X)	(X)		88.4 ±8.3	
Under 5 years	3,494 ±796		6.80% ±1.5		5,461 ±887		6.90% ±1.0		5,476 ±793		6.80% ±1.0		2,870 ±630	
5 to 9 years	3,602 ±666		7.00% ±1.2		5,955 ±1,084		7.60% ±1.2		6,164 ±646		7.70% ±0.8		2,975 ±467	
10 to 14 years	3,571 ±660		7.00% ±1.2		6,709 ±818		8.50% ±1.0		6,693 ±952		8.30% ±1.0		3,486 ±627	
15 to 19 years	3,444 ±620		6.70% ±1.1		5,901 ±770		7.50% ±0.9		5,426 ±717		6.80% ±0.8		2,598 ±415	
20 to 24 years	3,668 ±770		7.10% ±1.4		5,485 ±890		7.00% ±1.1		6,056 ±811		7.50% ±1.0		3,363 ±601	
25 to 34 years	8,720 ±1,401		17.00% ±2.3		11,861 ±1,223		15.10% ±1.4		11,914 ±1,184		14.80% ±1.4		6,668 ±997	
35 to 44 years	7,046 ±963		13.70% ±1.7		10,515 ±975		13.40% ±1.2		11,016 ±1,144		13.70% ±1.3		5,860 ±839	
45 to 54 years	6,450 ±836		12.60% ±1.6		9,919 ±945		12.60% ±1.2		10,223 ±1,146		12.70% ±1.3		4,418 ±610	
55 to 59 years	2,814 ±562		5.50% ±1.1		5,192 ±726		6.60% ±0.9		5,421 ±653		6.70% ±0.8		2,063 ±371	
60 to 64 years	2,205 ±417		4.30% ±0.8		3,239 ±506		4.10% ±0.6		4,462 ±633		5.60% ±0.8		2,290 ±366	
65 to 74 years	3,214 ±511		6.30% ±1.0		5,136 ±623		6.50% ±0.8		4,855 ±537		6.00% ±0.7		2,627 ±448	
75 to 84 years	1,899 ±451		3.70% ±0.9		2,344 ±538		3.00% ±0.7		2,182 ±507		2.70% ±0.6		1,444 ±367	
85 years and over	1,184 ±376		2.30% ±0.7		907 ±369		1.20% ±0.5		497 ±197		0.60% ±0.2		411 ±268	
Median age (years)	34.3 ±1.1	(X)	(X)		33.1 ±1.7	(X)	(X)		33.8 ±1.0	(X)	(X)		33.1 ±1.3	
RACE (Census Table DP05)														
Total population	51,311 ±2,999		51,311 (X)		78,624 ±3,253		78,624 (X)		80,385 ±3,125		80,385 (X)		41,073 ±2,161	
One race	46,438 ±2,949		90.50% ±2.1		68,499 ±3,281		87.10% ±2.0		68,794 ±2,392		85.60% ±1.9		37,046 ±2,202	
Two or more races	4,873 ±1,103		9.50% ±2.1		10,125 ±1,580		12.90% ±2.0		11,591 ±1,795		14.40% ±1.9		4,027 ±1,166	
One race	46,438 ±2,949		90.50% ±2.1		68,499 ±3,281		87.10% ±2.0		68,794 ±2,392		85.60% ±1.9		37,046 ±2,202	
White	6,985 ±1,690		13.60% ±3.1		10,687 ±1,782		13.60% ±2.2		9,782 ±1,662		12.20% ±2.1		5,379 ±1,093	
Black or African American	23,231 ±2,085		45.30% ±4.0		28,025 ±2,718		35.60% ±3.1		26,072 ±1,973		32.40% ±2.5		13,083 ±1,593	
American Indian and Alaska Native	234 ±190		0.50% ±0.4		758 ±349		1.00% ±0.4		1,214 ±711		1.50% ±0.9		959 ±642	
Asian	713 ±405		1.40% ±0.8		868 ±326		1.10% ±0.4		1,265 ±524		1.60% ±0.7		180 ±157	
Native Hawaiian and Other Pacific Islander	293 ±450		0.60% ±0.9		64 ±291		0.10% ±0.4		285 ±253		0.40% ±0.3		374 ±278	
Some other race	14,982 ±2,098		29.20% ±3.4		28,097 ±2,778		35.70% ±3.2		30,176 ±2,665		37.50% ±3.0		17,071 ±2,026	
Two or more races	4,873 ±1,103		9.50% ±2.1		10,125 ±1,580		12.90% ±2.0		11,591 ±1,795		14.40% ±1.9		4,027 ±1,166	
HISPANIC OR LATINO AND RACE (Census Table DP05)														
Total population	51,311 ±2,999		51,311 (X)		78,624 ±3,253		78,624 (X)		80,385 ±3,125		80,385 (X)		41,073 ±2,161	
Hispanic or Latino (of any race)	28,202 ±2,853		55.00% ±3.9		51,450 ±2,795		65.40% ±2.5		55,618 ±3,074		69.20% ±2.2		28,854 ±2,290	
Not Hispanic or Latino	23,109 ±2,171		45.00% ±3.9		27,174 ±2,333		34.60% ±2.5		24,767 ±1,873		30.80% ±2.2		12,219 ±1,563	
HEALTH INSURANCE COVERAGE (Census Table DP03)														
Civilian noninstitutionalized population	51,301 ±3,000		51,301 (X)		78,520 ±3,253		78,520 (X)		80,140 ±3,108		80,140 (X)		41,017 ±2,155	
With health insurance coverage	47,919 ±2,846		93.40% ±1.4		73,086 ±3,345		93.10% ±1.1		72,367 ±2,772		90.30% ±1.4		36,822 ±2,259	
With private health insurance	19,858 ±1,733		38.70% ±3.3		29,707 ±3,320		37.80% ±3.7		28,402 ±1,986		35.40% ±2.0		11,412 ±1,616	
With public coverage	32,888 ±2,653		64.10% ±3.0		51,334 ±3,130		65.40% ±3.1		50,961 ±2,593		63.60% ±2.5		28,250 ±2,218	
No health insurance coverage	3,382 ±767		6.60% ±1.4		5,434 ±845		6.90% ±1.1		7,773 ±1,195		9.70% ±1.4		4,195 ±1,147	
DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION (Census Table DP02)														
Total Civilian Noninstitutionalized Population	51,301 ±3,000		51,301 (X)		78,520 ±3,253		78,520 (X)		80,140 ±3,108		80,140 (X)		41,017 ±2,155	
With a disability	10,282 ±1,123		20.00% ±2.1		12,617 ±1,125		16.10% ±1.6		12,524 ±1,320		15.60% ±1.6		8,727 ±946	

Label	ZCTA5 10455				ZCTA5 10456				ZCTA5 10457				ZCTA5 104		
	Percent	Percent	Estimate	Margin of	Percent	Percent	Estimate	Margin of	Percent	Percent	Estimate	Margin of	Percent	Percent	Estimate
		Margin of		Error		Margin of		Error		Margin of		Error		Margin of	
SEX AND AGE (Census Table DP05)															
Total population	41,073 (X)		44,380 ±2,803		44,380 (X)		88,575 ±4,052		88,575 (X)		79,817 ±3,759		79,817 (X)		82,678
Male	46.90% ±2.3		20,762 ±1,592		46.80% ±2.1		40,207 ±2,496		45.40% ±1.5		37,001 ±2,183		46.40% ±1.5		39,967
Female	53.10% ±2.3		23,618 ±1,796		53.20% ±2.1		48,368 ±2,280		54.60% ±1.5		42,816 ±2,279		53.60% ±1.5		42,711
Sex ratio (males per 100 females)	(X) (X)		87.9 ±7.6	(X) (X)	83.1 ±4.9	(X) (X)	86.4 ±5.3	(X) (X)	86.4 ±5.3	(X) (X)	86.4 ±5.3	(X) (X)	86.4 ±5.3	(X) (X)	93.6
Under 5 years	7.00% ±1.5		2,507 ±580		5.60% ±1.3		6,718 ±961		7.60% ±1.0		6,785 ±879		8.50% ±1.0		5,585
5 to 9 years	7.20% ±1.0		3,874 ±831		8.70% ±1.7		6,044 ±889		6.80% ±0.9		6,324 ±673		7.90% ±0.8		6,282
10 to 14 years	8.50% ±1.5		3,520 ±722		7.90% ±1.5		7,100 ±906		8.00% ±0.9		6,929 ±943		8.70% ±1.0		6,248
15 to 19 years	6.30% ±1.0		4,167 ±819		9.40% ±1.5		6,616 ±870		7.50% ±0.9		5,257 ±671		6.60% ±0.8		7,524
20 to 24 years	8.20% ±1.4		2,967 ±449		6.70% ±1.0		7,045 ±920		8.00% ±0.9		6,555 ±797		8.20% ±0.8		7,758
25 to 34 years	16.20% ±2.2		7,191 ±894		16.20% ±1.9		12,670 ±1,371		14.30% ±1.3		13,517 ±1,290		16.90% ±1.4		13,170
35 to 44 years	14.30% ±1.9		5,895 ±936		13.30% ±1.6		11,287 ±1,210		12.70% ±1.1		9,899 ±904		12.40% ±1.0		10,200
45 to 54 years	10.80% ±1.4		5,477 ±686		12.30% ±1.5		10,668 ±1,222		12.00% ±1.5		9,030 ±736		11.30% ±0.9		10,524
55 to 59 years	5.00% ±0.9		2,486 ±406		5.60% ±0.9		5,869 ±800		6.60% ±0.8		4,438 ±514		5.60% ±0.6		4,456
60 to 64 years	5.60% ±0.9		1,830 ±316		4.10% ±0.7		4,559 ±509		5.10% ±0.6		3,655 ±548		4.60% ±0.7		2,937
65 to 74 years	6.40% ±1.0		2,756 ±435		6.20% ±1.1		6,546 ±990		7.40% ±1.2		4,735 ±743		5.90% ±0.9		4,894
75 to 84 years	3.50% ±0.9		1,414 ±331		3.20% ±0.8		2,766 ±431		3.10% ±0.5		2,220 ±408		2.80% ±0.5		2,330
85 years and over	1.00% ±0.6		296 ±184		0.70% ±0.4		687 ±260		0.80% ±0.3		473 ±209		0.60% ±0.3		770
Median age (years)	(X) (X)		32.2 ±1.4	(X) (X)	33.6 ±1.1	(X) (X)	30.8 ±1.0	(X) (X)	30.8 ±1.0	(X) (X)	30.8 ±1.0	(X) (X)	30.8 ±1.0	(X) (X)	30.5
RACE (Census Table DP05)															
Total population	41,073 (X)		44,380 ±2,803		44,380 (X)		88,575 ±4,052		88,575 (X)		79,817 ±3,759		79,817 (X)		82,678
One race	90.20% ±2.8		38,441 ±2,505		86.60% ±3.2		78,613 ±3,928		88.80% ±2.2		68,002 ±3,518		85.20% ±3.0		75,944
Two or more races	9.80% ±2.8		5,939 ±1,541		13.40% ±3.2		9,962 ±2,002		11.20% ±2.2		11,815 ±2,618		14.80% ±3.0		6,734
One race	90.20% ±2.8		38,441 ±2,505		86.60% ±3.2		78,613 ±3,928		88.80% ±2.2		68,002 ±3,518		85.20% ±3.0		75,944
White	13.10% ±2.5		5,102 ±976		11.50% ±2.3		11,426 ±1,973		12.90% ±2.1		11,647 ±1,769		14.60% ±2.1		9,276
Black or African American	31.90% ±3.9		13,232 ±1,491		29.80% ±3.4		41,499 ±2,649		46.90% ±3.0		34,138 ±2,497		42.80% ±2.7		15,287
American Indian and Alaska Native	2.30% ±1.6		543 ±343		1.20% ±0.7		1,243 ±551		1.40% ±0.6		876 ±465		1.10% ±0.6		1,053
Asian	0.40% ±0.4		708 ±362		1.60% ±0.8		627 ±286		0.70% ±0.3		378 ±205		0.50% ±0.3		2,760
Native Hawaiian and Other Pacific Islander	0.90% ±0.7		87 ±135		0.20% ±0.3		0 ±31		0.00% ±0.1		85 ±104		0.10% ±0.1		10
Some other race	41.60% ±4.1		18,769 ±2,296		42.30% ±3.9		23,818 ±3,036		26.90% ±2.8		20,878 ±1,831		26.20% ±2.1		47,558
Two or more races	9.80% ±2.8		5,939 ±1,541		13.40% ±3.2		9,962 ±2,002		11.20% ±2.2		11,815 ±2,618		14.80% ±3.0		6,734
HISPANIC OR LATINO AND RACE (Census Table DP05)															
Total population	41,073 (X)		44,380 ±2,803		44,380 (X)		88,575 ±4,052		88,575 (X)		79,817 ±3,759		79,817 (X)		82,678
Hispanic or Latino (of any race)	70.30% ±3.7		32,886 ±2,828		74.10% ±2.9		49,895 ±3,869		56.30% ±2.9		52,152 ±3,369		65.30% ±2.5		58,929
Not Hispanic or Latino	29.70% ±3.7		11,494 ±1,206		25.90% ±2.9		38,680 ±2,633		43.70% ±2.9		27,665 ±2,285		34.70% ±2.5		23,749
HEALTH INSURANCE COVERAGE (Census Table DP03)															
Civilian noninstitutionalized population	41,017 (X)		44,363 ±2,805		44,363 (X)		87,527 ±4,060		87,527 (X)		79,471 ±3,756		79,471 (X)		82,522
With health insurance coverage	89.80% ±2.8		40,137 ±2,747		90.50% ±2.1		81,119 ±3,799		92.70% ±1.2		71,739 ±3,633		90.30% ±1.5		74,526
With private health insurance	27.80% ±3.5		15,085 ±1,629		34.00% ±3.1		33,764 ±2,930		38.60% ±2.6		24,511 ±2,033		30.80% ±2.2		29,505
With public coverage	68.90% ±4.2		29,032 ±2,345		65.40% ±2.9		58,307 ±3,089		66.60% ±2.5		53,191 ±3,121		66.90% ±2.3		50,166
No health insurance coverage	10.20% ±2.8		4,226 ±935		9.50% ±2.1		6,408 ±1,106		7.30% ±1.2		7,732 ±1,251		9.70% ±1.5		7,996
DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION (Census Table DP02)															
Total Civilian Noninstitutionalized Population	41,017 (X)		44,363 ±2,805		44,363 (X)		87,527 ±4,060		87,527 (X)		79,471 ±3,756		79,471 (X)		82,522
With a disability	21.30% ±2.3		8,634 ±1,612		19.50% ±3.3		16,871 ±1,427		19.30% ±1.6		12,930 ±1,341		16.30% ±1.6		9,684

Label	58			ZCTA5 10459			ZCTA5 10460			ZCTA5 10461					
	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Margin of Error	Estimate	Margin of Error	Percent	Margin of Error	Estimate	Margin of Error	Percent	Margin of Error
SEX AND AGE (Census Table DP05)															
Total population	±3,681	82,678 (X)		51,964 ±3,001		51,964 (X)		59,852 ±2,741		59,852 (X)		50,868 ±2,160		50,868 (X)	
Male	±2,096	48.30% ±1.4		25,618 ±2,064		49.30% ±1.8		28,068 ±1,937		46.90% ±2.1		23,934 ±1,300		47.10% ±1.5	
Female	±2,268	51.70% ±1.4		26,346 ±1,421		50.70% ±1.8		31,784 ±1,733		53.10% ±2.1		26,934 ±1,362		52.90% ±1.5	
Sex ratio (males per 100 females)	±5.3	(X) (X)		97.2 ±7.1		(X) (X)		88.3 ±7.3		(X) (X)		88.9 ±5.5		(X) (X)	
Under 5 years	±810	6.80% ±0.8		3,973 ±776		7.60% ±1.4		3,983 ±686		6.70% ±1.0		2,750 ±499		5.40% ±0.9	
5 to 9 years	±868	7.60% ±0.9		3,488 ±520		6.70% ±0.9		4,025 ±572		6.70% ±0.9		3,178 ±629		6.20% ±1.2	
10 to 14 years	±786	7.60% ±0.8		4,001 ±655		7.70% ±1.1		4,676 ±619		7.80% ±1.0		3,320 ±564		6.50% ±1.0	
15 to 19 years	±709	9.10% ±0.8		3,969 ±643		7.60% ±1.1		4,402 ±615		7.40% ±0.9		2,688 ±343		5.30% ±0.6	
20 to 24 years	±883	9.40% ±1.0		3,915 ±595		7.50% ±1.1		4,366 ±731		7.30% ±1.1		2,905 ±492		5.70% ±0.9	
25 to 34 years	±1,214	15.90% ±1.4		8,056 ±937		15.50% ±1.7		9,463 ±823		15.80% ±1.3		8,409 ±908		16.50% ±1.6	
35 to 44 years	±958	12.30% ±1.1		6,550 ±705		12.60% ±1.2		7,649 ±861		12.80% ±1.2		6,691 ±737		13.20% ±1.3	
45 to 54 years	±973	12.70% ±1.1		5,916 ±885		11.40% ±1.5		7,549 ±670		12.60% ±1.1		6,789 ±707		13.30% ±1.2	
55 to 59 years	±633	5.40% ±0.8		3,297 ±489		6.30% ±0.9		3,863 ±453		6.50% ±0.8		3,556 ±504		7.00% ±1.0	
60 to 64 years	±484	3.60% ±0.6		3,206 ±504		6.20% ±0.9		3,074 ±520		5.10% ±0.9		2,768 ±427		5.40% ±0.9	
65 to 74 years	±841	5.90% ±1.0		3,405 ±478		6.60% ±1.0		4,263 ±728		7.10% ±1.3		4,007 ±479		7.90% ±1.2	
75 to 84 years	±473	2.80% ±0.5		1,738 ±348		3.30% ±0.7		1,765 ±336		2.90% ±0.6		2,549 ±376		5.00% ±0.8	
85 years and over	±245	0.90% ±0.3		450 ±159		0.90% ±0.3		774 ±309		1.30% ±0.5		1,258 ±248		2.50% ±0.5	
Median age (years)	±1.1	(X) (X)		32.9 ±1.5		(X) (X)		34 ±1.1		(X) (X)		37.8 ±1.7		(X) (X)	
RACE (Census Table DP05)															
Total population	±3,681	82,678 (X)		51,964 ±3,001		51,964 (X)		59,852 ±2,741		59,852 (X)		50,868 ±2,160		50,868 (X)	
One race	±3,780	91.90% ±1.4		44,923 ±2,944		86.50% ±2.8		49,293 ±2,478		82.40% ±2.5		46,554 ±2,250		91.50% ±1.8	
Two or more races	±1,178	8.10% ±1.4		7,041 ±1,506		13.50% ±2.8		10,559 ±1,625		17.60% ±2.5		4,314 ±917		8.50% ±1.8	
One race	±3,780	91.90% ±1.4		44,923 ±2,944		86.50% ±2.8		49,293 ±2,478		82.40% ±2.5		46,554 ±2,250		91.50% ±1.8	
White	±1,033	11.20% ±1.2		5,605 ±1,120		10.80% ±1.9		8,055 ±1,326		13.50% ±2.2		21,074 ±1,615		41.40% ±3.2	
Black or African American	±1,831	18.50% ±2.1		17,702 ±2,205		34.10% ±3.5		20,942 ±1,981		35.00% ±3.0		5,029 ±1,052		9.90% ±2.0	
American Indian and Alaska Native	±701	1.30% ±0.8		327 ±226		0.60% ±0.4		623 ±325		1.00% ±0.5		487 ±332		1.00% ±0.6	
Asian	±642	3.30% ±0.8		154 ±116		0.30% ±0.2		962 ±385		1.60% ±0.6		6,646 ±958		13.10% ±1.8	
Native Hawaiian and Other Pacific Islander	±19	0.00% ±0.1		28 ±46		0.10% ±0.1		28 ±46		0.00% ±0.1		0 ±31		0.00% ±0.1	
Some other race	±3,216	57.50% ±2.7		21,107 ±2,063		40.60% ±3.9		18,683 ±2,069		31.20% ±3.2		13,318 ±2,102		26.20% ±3.7	
Two or more races	±1,178	8.10% ±1.4		7,041 ±1,506		13.50% ±2.8		10,559 ±1,625		17.60% ±2.5		4,314 ±917		8.50% ±1.8	
HISPANIC OR LATINO AND RACE (Census Table DP05)															
Total population	±3,681	82,678 (X)		51,964 ±3,001		51,964 (X)		59,852 ±2,741		59,852 (X)		50,868 ±2,160		50,868 (X)	
Hispanic or Latino (of any race)	±3,587	71.30% ±2.4		34,990 ±2,329		67.30% ±3.3		38,921 ±2,476		65.00% ±2.7		25,302 ±2,214		49.70% ±3.5	
Not Hispanic or Latino	±2,003	28.70% ±2.4		16,974 ±2,164		32.70% ±3.3		20,931 ±1,788		35.00% ±2.7		25,566 ±1,948		50.30% ±3.5	
HEALTH INSURANCE COVERAGE (Census Table DP03)															
Civilian noninstitutionalized population	±3,648	82,522 (X)		51,749 ±3,008		51,749 (X)		59,834 ±2,741		59,834 (X)		50,056 ±2,155		50,056 (X)	
With health insurance coverage	±3,363	90.30% ±1.2		48,082 ±3,025		92.90% ±1.2		55,919 ±2,617		93.50% ±1.3		47,286 ±2,118		94.50% ±1.1	
With private health insurance	±2,064	35.80% ±2.4		18,967 ±2,180		36.70% ±3.2		19,831 ±1,599		33.10% ±2.5		30,376 ±1,773		60.70% ±2.8	
With public coverage	±3,357	60.80% ±2.5		34,263 ±2,759		66.20% ±3.1		41,338 ±2,701		69.10% ±2.8		22,444 ±1,865		44.80% ±3.1	
No health insurance coverage	±1,093	9.70% ±1.2		3,667 ±608		7.10% ±1.2		3,915 ±788		6.50% ±1.3		2,770 ±559		5.50% ±1.1	
DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION (Census Table DP02)															
Total Civilian Noninstitutionalized Population	±3,648	82,522 (X)		51,749 ±3,008		51,749 (X)		59,834 ±2,741		59,834 (X)		50,056 ±2,155		50,056 (X)	
With a disability	±974	11.70% ±1.0		9,419 ±1,215		18.20% ±2.0		10,907 ±1,023		18.20% ±1.6		6,569 ±766		13.10% ±1.5	

Label	ZCTA5 10462				ZCTA5 10463				ZCTA5 10464				ZCTA5 10465		
	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent
SEX AND AGE (Census Table DP05)															
Total population	77,230 ±2,809		77,230 (X)		70,296 ±2,985		70,296 (X)		4,292 ±801		4,292 (X)		46,311 ±2,368		46,311
Male	37,848 ±1,681		49.00% ±1.4		32,104 ±1,934		45.70% ±1.8		2,115 ±448		49.30% ±5.2		22,534 ±1,329		48.70%
Female	39,382 ±1,838		51.00% ±1.4		38,192 ±1,966		54.30% ±1.8		2,177 ±468		50.70% ±5.2		23,777 ±1,438		51.30%
Sex ratio (males per 100 females)	96.1 ±5.3	(X)	(X)		84.1 ±6.0	(X)	(X)		97.2 ±20.4	(X)	(X)		94.8 ±5.9	(X)	
Under 5 years	5,581 ±696		7.20% ±0.8		4,453 ±676		6.30% ±0.9		75 ±80		1.70% ±1.9		3,268 ±526		7.10%
5 to 9 years	4,432 ±600		5.70% ±0.7		3,468 ±662		4.90% ±0.8		329 ±301		7.70% ±6.5		2,118 ±414		4.60%
10 to 14 years	5,584 ±789		7.20% ±0.9		4,614 ±636		6.60% ±0.8		191 ±209		4.50% ±4.8		3,034 ±594		6.60%
15 to 19 years	4,291 ±515		5.60% ±0.6		3,783 ±569		5.40% ±0.8		147 ±115		3.40% ±2.8		3,554 ±664		7.70%
20 to 24 years	5,466 ±697		7.10% ±0.9		3,907 ±780		5.60% ±1.1		82 ±53		1.90% ±1.3		3,148 ±518		6.80%
25 to 34 years	13,114 ±1,077		17.00% ±1.2		8,928 ±1,108		12.70% ±1.3		639 ±262		14.90% ±5.0		6,589 ±968		14.20%
35 to 44 years	11,132 ±910		14.40% ±1.0		8,739 ±938		12.40% ±1.3		439 ±160		10.20% ±3.9		5,504 ±530		11.90%
45 to 54 years	8,911 ±816		11.50% ±1.0		9,243 ±856		13.10% ±1.1		872 ±417		20.30% ±7.3		6,044 ±768		13.10%
55 to 59 years	4,854 ±552		6.30% ±0.7		4,565 ±642		6.50% ±0.9		165 ±75		3.80% ±1.7		3,235 ±683		7.00%
60 to 64 years	3,986 ±441		5.20% ±0.6		4,329 ±757		6.20% ±1.1		113 ±79		2.60% ±2.0		2,371 ±382		5.10%
65 to 74 years	6,108 ±642		7.90% ±0.8		8,100 ±598		11.50% ±0.9		431 ±158		10.00% ±3.7		3,472 ±375		7.50%
75 to 84 years	2,807 ±416		3.60% ±0.5		4,127 ±422		5.90% ±0.6		682 ±343		15.90% ±8.7		2,605 ±445		5.60%
85 years and over	964 ±215		1.20% ±0.3		2,040 ±323		2.90% ±0.5		127 ±97		3.00% ±2.2		1,369 ±303		3.00%
Median age (years)	35.1 ±0.9	(X)	(X)		41.4 ±1.5	(X)	(X)		49.4 ±5.3	(X)	(X)		37.9 ±2.2	(X)	
RACE (Census Table DP05)															
Total population	77,230 ±2,809		77,230 (X)		70,296 ±2,985		70,296 (X)		4,292 ±801		4,292 (X)		46,311 ±2,368		46,311
One race	70,590 ±2,806		91.40% ±1.4		61,375 ±2,695		87.30% ±1.9		4,063 ±791		94.70% ±5.3		40,361 ±2,026		87.20%
Two or more races	6,640 ±1,099		8.60% ±1.4		8,921 ±1,419		12.70% ±1.9		229 ±226		5.30% ±5.3		5,950 ±1,613		12.80%
One race	70,590 ±2,806		91.40% ±1.4		61,375 ±2,695		87.30% ±1.9		4,063 ±791		94.70% ±5.3		40,361 ±2,026		87.20%
White	12,991 ±1,121		16.80% ±1.4		29,139 ±2,293		41.50% ±2.9		3,293 ±732		76.70% ±9.4		22,150 ±1,380		47.80%
Black or African American	19,601 ±1,945		25.40% ±2.3		10,914 ±1,646		15.50% ±2.3		66 ±77		1.50% ±1.9		7,193 ±1,271		15.50%
American Indian and Alaska Native	776 ±444		1.00% ±0.6		1,097 ±452		1.60% ±0.6		0 ±13		0.00% ±0.9		57 ±51		0.10%
Asian	12,945 ±1,352		16.80% ±1.7		2,738 ±611		3.90% ±0.9		105 ±57		2.40% ±1.4		2,286 ±857		4.90%
Native Hawaiian and Other Pacific Islander	0 ±31		0.00% ±0.1		0 ±31		0.00% ±0.1		0 ±13		0.00% ±0.9		126 ±195		0.30%
Some other race	24,277 ±2,185		31.40% ±2.5		17,487 ±1,743		24.90% ±2.1		599 ±397		14.00% ±8.7		8,549 ±1,279		18.50%
Two or more races	6,640 ±1,099		8.60% ±1.4		8,921 ±1,419		12.70% ±1.9		229 ±226		5.30% ±5.3		5,950 ±1,613		12.80%
HISPANIC OR LATINO AND RACE (Census Table DP05)															
Total population	77,230 ±2,809		77,230 (X)		70,296 ±2,985		70,296 (X)		4,292 ±801		4,292 (X)		46,311 ±2,368		46,311
Hispanic or Latino (of any race)	36,434 ±2,432		47.20% ±2.4		36,790 ±2,565		52.30% ±2.2		1,240 ±595		28.90% ±11.4		21,668 ±2,085		46.80%
Not Hispanic or Latino	40,796 ±2,190		52.80% ±2.4		33,506 ±1,697		47.70% ±2.2		3,052 ±627		71.10% ±11.4		24,643 ±1,666		53.20%
HEALTH INSURANCE COVERAGE (Census Table DP03)															
Civilian noninstitutionalized population	76,984 ±2,807		76,984 (X)		68,568 ±2,982		68,568 (X)		4,292 ±801		4,292 (X)		45,864 ±2,369		45,864
With health insurance coverage	72,035 ±2,549		93.60% ±1.0		65,683 ±2,953		95.80% ±0.7		4,027 ±823		93.80% ±3.3		44,364 ±2,283		96.70%
With private health insurance	39,216 ±2,529		50.90% ±2.5		43,027 ±2,086		62.80% ±2.2		3,390 ±878		79.00% ±7.9		33,466 ±2,038		73.00%
With public coverage	39,431 ±2,179		51.20% ±2.5		32,334 ±2,346		47.20% ±2.3		1,680 ±479		39.10% ±11.5		17,708 ±1,446		38.60%
No health insurance coverage	4,949 ±827		6.40% ±1.0		2,885 ±505		4.20% ±0.7		265 ±127		6.20% ±3.3		1,500 ±356		3.30%
DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION (Census Table DP02)															
Total Civilian Noninstitutionalized Population	76,984 ±2,807		76,984 (X)		68,568 ±2,982		68,568 (X)		4,292 ±801		4,292 (X)		45,864 ±2,369		45,864
With a disability	10,328 ±809		13.40% ±1.1		11,914 ±1,313		17.40% ±1.8		1,152 ±390		26.80% ±9.1		9,229 ±1,166		20.10%

Label	ZCTA5 10466				ZCTA5 10467				ZCTA5 10468				ZCTA5 10469		
	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error
SEX AND AGE (Census Table DP05)															
Total population	(X)	72,273 ±3,432		72,273 (X)		98,713 ±3,929		98,713 (X)		81,397 ±3,732		81,397 (X)		71,862 ±3,122	
Male	±1.5	32,005 ±2,091		44.30% ±1.7		46,807 ±2,341		47.40% ±1.3		39,976 ±2,161		49.10% ±1.5		33,820 ±1,528	
Female	±1.5	40,268 ±2,130		55.70% ±1.7		51,906 ±2,342		52.60% ±1.3		41,421 ±2,331		50.90% ±1.5		38,042 ±2,336	
Sex ratio (males per 100 females)	(X)	79.5 ±5.5	(X)	(X)		90.2 ±4.7	(X)	(X)		96.5 ±5.9	(X)	(X)		88.9 ±5.9	
Under 5 years	±1.1	4,393 ±742		6.10% ±1.0		6,341 ±796		6.40% ±0.7		6,671 ±1,143		8.20% ±1.2		4,483 ±789	
5 to 9 years	±0.9	4,261 ±700		5.90% ±0.9		6,625 ±876		6.70% ±0.8		5,292 ±776		6.50% ±0.9		3,968 ±757	
10 to 14 years	±1.1	5,512 ±818		7.60% ±1.0		6,864 ±923		7.00% ±0.8		6,148 ±791		7.60% ±0.9		4,216 ±545	
15 to 19 years	±1.4	4,555 ±547		6.30% ±0.7		6,197 ±745		6.30% ±0.7		5,521 ±740		6.80% ±0.9		4,862 ±695	
20 to 24 years	±1.0	4,735 ±901		6.60% ±1.2		6,416 ±814		6.50% ±0.7		5,412 ±704		6.60% ±0.8		4,517 ±601	
25 to 34 years	±1.9	10,391 ±1,158		14.40% ±1.4		15,427 ±1,245		15.60% ±1.1		13,595 ±1,105		16.70% ±1.1		10,412 ±1,087	
35 to 44 years	±1.0	8,388 ±710		11.60% ±0.9		13,523 ±1,214		13.70% ±1.0		10,916 ±1,180		13.40% ±1.2		8,399 ±853	
45 to 54 years	±1.5	9,951 ±1,096		13.80% ±1.3		12,798 ±998		13.00% ±1.1		9,519 ±1,133		11.70% ±1.3		8,610 ±834	
55 to 59 years	±1.4	4,907 ±772		6.80% ±1.0		7,114 ±818		7.20% ±0.7		5,010 ±586		6.20% ±0.8		4,972 ±467	
60 to 64 years	±0.8	4,514 ±515		6.20% ±0.7		5,307 ±520		5.40% ±0.6		4,209 ±544		5.20% ±0.6		5,200 ±706	
65 to 74 years	±0.8	6,364 ±777		8.80% ±1.2		7,228 ±698		7.30% ±0.7		5,299 ±604		6.50% ±0.8		5,913 ±649	
75 to 84 years	±1.0	3,093 ±565		4.30% ±0.8		3,435 ±443		3.50% ±0.5		2,815 ±612		3.50% ±0.7		4,170 ±699	
85 years and over	±0.6	1,209 ±371		1.70% ±0.5		1,438 ±264		1.50% ±0.3		990 ±379		1.20% ±0.5		2,140 ±493	
Median age (years)	(X)	37.3 ±1.6	(X)	(X)		35.9 ±0.9	(X)	(X)		33.4 ±0.9	(X)	(X)		39.7 ±1.3	
RACE (Census Table DP05)															
Total population	(X)	72,273 ±3,432		72,273 (X)		98,713 ±3,929		98,713 (X)		81,397 ±3,732		81,397 (X)		71,862 ±3,122	
One race	±3.2	67,554 ±3,377		93.50% ±1.4		88,515 ±3,851		89.70% ±1.5		70,731 ±4,060		86.90% ±2.2		67,038 ±3,140	
Two or more races	±3.2	4,719 ±1,060		6.50% ±1.4		10,198 ±1,552		10.30% ±1.5		10,666 ±1,742		13.10% ±2.2		4,824 ±977	
One race	±3.2	67,554 ±3,377		93.50% ±1.4		88,515 ±3,851		89.70% ±1.5		70,731 ±4,060		86.90% ±2.2		67,038 ±3,140	
White	±2.5	6,019 ±1,217		8.30% ±1.7		18,732 ±1,832		19.00% ±1.6		10,404 ±1,607		12.80% ±1.9		11,105 ±1,192	
Black or African American	±2.6	46,408 ±3,038		64.20% ±3.3		31,581 ±2,045		32.00% ±1.9		19,491 ±2,341		23.90% ±2.6		39,587 ±2,882	
American Indian and Alaska Native	±0.1	346 ±225		0.50% ±0.3		1,062 ±478		1.10% ±0.5		734 ±574		0.90% ±0.7		546 ±209	
Asian	±1.9	1,872 ±785		2.60% ±1.1		6,256 ±911		6.30% ±0.9		1,873 ±580		2.30% ±0.7		4,033 ±848	
Native Hawaiian and Other Pacific Islander	±0.4	10 ±22		0.00% ±0.1		38 ±61		0.00% ±0.1		249 ±266		0.30% ±0.3		10 ±16	
Some other race	±2.7	12,899 ±2,050		17.80% ±2.6		30,846 ±2,798		31.20% ±2.3		37,980 ±3,433		46.70% ±3.3		11,757 ±1,884	
Two or more races	±3.2	4,719 ±1,060		6.50% ±1.4		10,198 ±1,552		10.30% ±1.5		10,666 ±1,742		13.10% ±2.2		4,824 ±977	
HISPANIC OR LATINO AND RACE (Census Table DP05)															
Total population	(X)	72,273 ±3,432		72,273 (X)		98,713 ±3,929		98,713 (X)		81,397 ±3,732		81,397 (X)		71,862 ±3,122	
Hispanic or Latino (of any race)	±3.2	21,217 ±2,635		29.40% ±3.3		52,267 ±3,028		52.90% ±1.9		63,467 ±3,482		78.00% ±2.2		21,234 ±2,091	
Not Hispanic or Latino	±3.2	51,056 ±3,241		70.60% ±3.3		46,446 ±2,336		47.10% ±1.9		17,930 ±1,900		22.00% ±2.2		50,628 ±3,017	
HEALTH INSURANCE COVERAGE (Census Table DP03)															
Civilian noninstitutionalized population	(X)	71,764 ±3,438		71,764 (X)		97,496 ±3,925		97,496 (X)		80,507 ±3,732		80,507 (X)		69,760 ±3,108	
With health insurance coverage	±0.7	65,316 ±3,155		91.00% ±1.6		88,842 ±3,507		91.10% ±1.2		73,136 ±3,430		90.80% ±1.5		66,414 ±3,107	
With private health insurance	±2.5	38,350 ±2,647		53.40% ±2.5		45,398 ±2,570		46.60% ±2.4		30,466 ±2,452		37.80% ±2.8		42,029 ±2,265	
With public coverage	±2.7	34,725 ±2,344		48.40% ±2.7		54,112 ±2,946		55.50% ±1.9		51,906 ±3,153		64.50% ±2.4		31,689 ±2,568	
No health insurance coverage	±0.7	6,448 ±1,259		9.00% ±1.6		8,654 ±1,284		8.90% ±1.2		7,371 ±1,265		9.20% ±1.5		3,346 ±625	
DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION (Census Table DP02)															
Total Civilian Noninstitutionalized Population	(X)	71,764 ±3,438		71,764 (X)		97,496 ±3,925		97,496 (X)		80,507 ±3,732		80,507 (X)		69,760 ±3,108	
With a disability	±2.2	10,863 ±1,256		15.10% ±1.6		14,215 ±1,236		14.60% ±1.1		9,829 ±1,179		12.20% ±1.3		8,368 ±839	

Label	ZCTA5 10470				ZCTA5 10471				ZCTA5 10472				ZCTA5 104		
	Percent	Percent Margin of	Estimate	Margin of	Percent	Percent Margin of	Estimate	Margin of	Percent	Percent Margin of	Estimate	Margin of	Percent	Percent Margin of	Estimate
		Error		Error		Error		Error		Error		Error		Error	
SEX AND AGE (Census Table DP05)															
Total population	71,862	(X)	15,390	±966	15,390	(X)	22,888	±1,499	22,888	(X)	65,283	±2,415	65,283	(X)	60,087
Male	47.10%	±1.6	7,378	±748	47.90%	±3.4	10,731	±884	46.90%	±2.1	31,831	±1,496	48.80%	±1.7	28,136
Female	52.90%	±1.6	8,012	±661	52.10%	±3.4	12,157	±884	53.10%	±2.1	33,452	±1,771	51.20%	±1.7	31,951
Sex ratio (males per 100 females)	(X)	(X)	92.1	±12.5	(X)	(X)	88.3	±7.3	(X)	(X)	95.2	±6.5	(X)	(X)	88.1
Under 5 years	6.20%	±1.0	1,311	±278	8.50%	±1.7	1,015	±268	4.40%	±1.2	5,321	±589	8.20%	±0.8	3,742
5 to 9 years	5.50%	±1.0	578	±180	3.80%	±1.2	790	±189	3.50%	±0.8	4,406	±644	6.70%	±1.0	3,311
10 to 14 years	5.90%	±0.7	442	±158	2.90%	±1.0	1,172	±273	5.10%	±1.1	4,439	±572	6.80%	±0.8	4,414
15 to 19 years	6.80%	±0.9	528	±188	3.40%	±1.2	1,999	±583	8.70%	±2.2	4,883	±678	7.50%	±1.0	3,592
20 to 24 years	6.30%	±0.8	952	±335	6.20%	±2.1	1,488	±490	6.50%	±2.0	5,155	±590	7.90%	±0.9	4,489
25 to 34 years	14.50%	±1.4	2,995	±466	19.50%	±2.7	2,159	±328	9.40%	±1.5	10,828	±864	16.60%	±1.2	8,870
35 to 44 years	11.70%	±1.1	2,258	±406	14.70%	±2.5	2,562	±451	11.20%	±1.7	7,848	±739	12.00%	±1.0	6,150
45 to 54 years	12.00%	±1.1	1,639	±373	10.60%	±2.4	2,368	±361	10.30%	±1.4	7,263	±802	11.10%	±1.1	7,038
55 to 59 years	6.90%	±0.7	1,120	±356	7.30%	±2.3	1,451	±371	6.30%	±1.5	3,776	±406	5.80%	±0.6	3,670
60 to 64 years	7.20%	±0.9	974	±211	6.30%	±1.3	1,309	±253	5.70%	±1.2	3,047	±469	4.70%	±0.8	4,424
65 to 74 years	8.20%	±0.8	1,218	±355	7.90%	±2.2	3,071	±461	13.40%	±1.8	4,701	±536	7.20%	±0.8	5,431
75 to 84 years	5.80%	±0.9	944	±230	6.10%	±1.5	2,017	±387	8.80%	±1.8	2,443	±398	3.70%	±0.6	3,831
85 years and over	3.00%	±0.7	431	±170	2.80%	±1.1	1,487	±337	6.50%	±1.4	1,173	±270	1.80%	±0.4	1,125
Median age (years)	(X)	(X)	38.6	±1.6	(X)	(X)	45.8	±2.8	(X)	(X)	32.5	±1.2	(X)	(X)	37.6
RACE (Census Table DP05)															
Total population	71,862	(X)	15,390	±966	15,390	(X)	22,888	±1,499	22,888	(X)	65,283	±2,415	65,283	(X)	60,087
One race	93.30%	±1.3	14,367	±959	93.40%	±2.6	19,672	±1,140	85.90%	±4.1	60,881	±2,340	93.30%	±1.4	53,690
Two or more races	6.70%	±1.3	1,023	±411	6.60%	±2.6	3,216	±1,057	14.10%	±4.1	4,402	±957	6.70%	±1.4	6,397
One race	93.30%	±1.3	14,367	±959	93.40%	±2.6	19,672	±1,140	85.90%	±4.1	60,881	±2,340	93.30%	±1.4	53,690
White	15.50%	±1.8	6,679	±805	43.40%	±4.7	13,205	±947	57.70%	±4.4	5,317	±990	8.10%	±1.5	10,307
Black or African American	55.10%	±3.0	5,332	±933	34.60%	±5.3	2,340	±548	10.20%	±2.3	17,450	±1,621	26.70%	±2.3	22,716
American Indian and Alaska Native	0.80%	±0.3	188	±139	1.20%	±0.9	116	±94	0.50%	±0.4	773	±457	1.20%	±0.7	353
Asian	5.60%	±1.1	312	±205	2.00%	±1.3	910	±272	4.00%	±1.2	5,656	±1,088	8.70%	±1.6	1,361
Native Hawaiian and Other Pacific Islander	0.00%	±0.1	0	±21	0.00%	±0.3	0	±25	0.00%	±0.2	39	±90	0.10%	±0.1	0
Some other race	16.40%	±2.5	1,856	±505	12.10%	±3.3	3,101	±657	13.50%	±2.7	31,646	±2,083	48.50%	±2.8	18,953
Two or more races	6.70%	±1.3	1,023	±411	6.60%	±2.6	3,216	±1,057	14.10%	±4.1	4,402	±957	6.70%	±1.4	6,397
HISPANIC OR LATINO AND RACE (Census Table DP05)															
Total population	71,862	(X)	15,390	±966	15,390	(X)	22,888	±1,499	22,888	(X)	65,283	±2,415	65,283	(X)	60,087
Hispanic or Latino (of any race)	29.50%	±2.7	3,505	±590	22.80%	±3.6	7,333	±1,178	32.00%	±3.8	40,254	±2,290	61.70%	±2.6	37,376
Not Hispanic or Latino	70.50%	±2.7	11,885	±915	77.20%	±3.6	15,555	±972	68.00%	±3.8	25,029	±1,881	38.30%	±2.6	22,711
HEALTH INSURANCE COVERAGE (Census Table DP03)															
Civilian noninstitutionalized population	69,760	(X)	15,361	±965	15,361	(X)	21,530	±1,500	21,530	(X)	65,087	±2,411	65,087	(X)	59,844
With health insurance coverage	95.20%	±0.9	14,427	±957	93.90%	±2.1	20,754	±1,477	96.40%	±1.0	57,104	±2,274	87.70%	±1.4	56,642
With private health insurance	60.20%	±2.5	10,151	±814	66.10%	±4.1	16,718	±1,500	77.60%	±3.9	21,682	±1,699	33.30%	±2.4	31,103
With public coverage	45.40%	±2.8	5,813	±835	37.80%	±4.7	7,620	±881	35.40%	±3.5	40,136	±2,011	61.70%	±2.1	32,140
No health insurance coverage	4.80%	±0.9	934	±323	6.10%	±2.1	776	±214	3.60%	±1.0	7,983	±987	12.30%	±1.4	3,202
DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION (Census Table DP02)															
Total Civilian Noninstitutionalized Population	69,760	(X)	15,361	±965	15,361	(X)	21,530	±1,500	21,530	(X)	65,087	±2,411	65,087	(X)	59,844
With a disability	12.00%	±1.2	2,507	±631	16.30%	±3.8	2,735	±386	12.70%	±1.6	8,035	±916	12.30%	±1.4	11,406

Label	73			ZCTA5 10474			ZCTA5 10475			
	Margin of		Percent		Margin of	Percent	Percent	Margin of	Percent	
	Error	Percent	Margin of	Estimate	Error	Percent	Error	Error	Margin of	Percent
SEX AND AGE (Census Table DP05)										
Total population	±2,488	60,087 (X)		11,280 ±1,344	11,280 (X)		43,517 ±3,448	43,517 (X)		
Male	±1,823	46.80% ±2.1		5,691 ±814	50.50% ±5.1		20,249 ±2,113	46.50% ±2.7		
Female	±1,683	53.20% ±2.1		5,589 ±943	49.50% ±5.1		23,268 ±2,038	53.50% ±2.7		
Sex ratio (males per 100 females)	±7.4	(X) (X)		101.8 ±20.9	(X) (X)		87 ±9.4	(X) (X)		
Under 5 years	±717	6.20% ±1.1		1,001 ±299	8.90% ±2.3		3,115 ±949	7.20% ±2.0		
5 to 9 years	±463	5.50% ±0.7		1,151 ±452	10.20% ±3.4		2,284 ±716	5.20% ±1.5		
10 to 14 years	±662	7.30% ±1.1		749 ±282	6.60% ±2.1		1,762 ±602	4.00% ±1.2		
15 to 19 years	±594	6.00% ±0.9		590 ±229	5.20% ±2.1		2,075 ±790	4.80% ±1.7		
20 to 24 years	±946	7.50% ±1.4		1,002 ±296	8.90% ±2.5		3,102 ±978	7.10% ±2.1		
25 to 34 years	±1,138	14.80% ±1.8		1,727 ±413	15.30% ±2.9		5,703 ±1,022	13.10% ±2.5		
35 to 44 years	±653	10.20% ±1.0		1,924 ±563	17.10% ±4.2		4,331 ±876	10.00% ±1.8		
45 to 54 years	±870	11.70% ±1.4		941 ±248	8.30% ±2.3		5,195 ±959	11.90% ±2.0		
55 to 59 years	±503	6.10% ±0.9		673 ±210	6.00% ±1.9		2,832 ±637	6.50% ±1.5		
60 to 64 years	±655	7.40% ±1.0		391 ±157	3.50% ±1.4		2,765 ±610	6.40% ±1.5		
65 to 74 years	±707	9.00% ±1.2		585 ±192	5.20% ±1.8		5,755 ±1,124	13.20% ±2.4		
75 to 84 years	±558	6.40% ±0.9		440 ±139	3.90% ±1.4		3,421 ±744	7.90% ±1.8		
85 years and over	±420	1.90% ±0.7		106 ±79	0.90% ±0.7		1,177 ±373	2.70% ±0.9		
Median age (years)	±1.8	(X) (X)		31.7 ±1.9	(X) (X)		43.5 ±3.7	(X) (X)		
RACE (Census Table DP05)										
Total population	±2,488	60,087 (X)		11,280 ±1,344	11,280 (X)		43,517 ±3,448	43,517 (X)		
One race	±2,402	89.40% ±2.0		9,600 ±938	85.10% ±6.4		39,860 ±3,366	91.60% ±2.8		
Two or more races	±1,271	10.60% ±2.0		1,680 ±854	14.90% ±6.4		3,657 ±1,235	8.40% ±2.8		
One race	±2,402	89.40% ±2.0		9,600 ±938	85.10% ±6.4		39,860 ±3,366	91.60% ±2.8		
White	±1,323	17.20% ±2.2		1,074 ±443	9.50% ±3.6		3,899 ±1,084	9.00% ±2.6		
Black or African American	±1,997	37.80% ±2.9		3,674 ±692	32.60% ±6.5		27,844 ±2,795	64.00% ±4.3		
American Indian and Alaska Native	±256	0.60% ±0.4		93 ±72	0.80% ±0.6		204 ±188	0.50% ±0.4		
Asian	±531	2.30% ±0.9		52 ±74	0.50% ±0.7		1,014 ±587	2.30% ±1.4		
Native Hawaiian and Other Pacific Islander	±31	0.00% ±0.1		0 ±21	0.00% ±0.4		0 ±28	0.00% ±0.1		
Some other race	±2,026	31.50% ±3.0		4,707 ±800	41.70% ±6.4		6,899 ±2,183	15.90% ±4.6		
Two or more races	±1,271	10.60% ±2.0		1,680 ±854	14.90% ±6.4		3,657 ±1,235	8.40% ±2.8		
HISPANIC OR LATINO AND RACE (Census Table DP05)										
Total population	±2,488	60,087 (X)		11,280 ±1,344	11,280 (X)		43,517 ±3,448	43,517 (X)		
Hispanic or Latino (of any race)	±2,217	62.20% ±2.9		7,921 ±1,308	70.20% ±5.7		13,319 ±2,261	30.60% ±4.5		
Not Hispanic or Latino	±2,058	37.80% ±2.9		3,359 ±634	29.80% ±5.7		30,198 ±3,042	69.40% ±4.5		
HEALTH INSURANCE COVERAGE (Census Table DP03)										
Civilian noninstitutionalized population	±2,479	59,844 (X)		10,745 ±1,353	10,745 (X)		42,597 ±3,448	42,597 (X)		
With health insurance coverage	±2,494	94.60% ±1.5		9,825 ±1,160	91.40% ±3.6		40,594 ±3,335	95.30% ±1.5		
With private health insurance	±2,442	52.00% ±3.1		4,282 ±1,002	39.90% ±6.6		25,192 ±2,165	59.10% ±4.0		
With public coverage	±2,242	53.70% ±3.4		6,330 ±811	58.90% ±7.5		20,330 ±2,586	47.70% ±3.9		
No health insurance coverage	±917	5.40% ±1.5		920 ±435	8.60% ±3.6		2,003 ±667	4.70% ±1.5		
DISABILITY STATUS OF THE CIVILIAN NONINSTITUTIONALIZED POPULATION (Census Table DP02)										
Total Civilian Noninstitutionalized Population	±2,479	59,844 (X)		10,745 ±1,353	10,745 (X)		42,597 ±3,448	42,597 (X)		
With a disability	±1,077	19.10% ±1.7		1,813 ±370	16.90% ±4.2		6,859 ±977	16.10% ±2.2		

GEO_ID	NAME	DP03_0119PE	DP03_0119PM	DP03_0062E	DP03_0062M	DP03_0074PE	DP03_0074PM	DP03_0005PE	DP03_0005PM	DP02_0067PE	DP02_0067PM	DP04_0058PE	DP04_0058PM		
Geography	ZCTA Name	Percent of Families and People Whose Income in the Past 12 Months is Below the Poverty Level	Percent Margin of Error	Percent of Families and People Whose Income in the Past 12 Months is Below the Poverty Level	Estimate of Inflation-Adjusted Dollars	Margin of Error	Percent of Inflation-Adjusted Dollars	Percent Margin of Error	Percent of Inflation-Adjusted Dollars	Percent of Employment Status	Percent Margin of Error	Percent of Educational Attainment	Percent Margin of Error	Percent of Vehicles Available	Percent Margin of Error
Concourse/Melrose	ZCTA 10451	34.20%	±5.3	34,316	±5,828	0.416	±3.7	5.2%	±1.2	72.30%	±3.2	75.3%	±2.8		
Concourse/Highbridge	ZCTA 10452	31.40%	±3.9	36,536	±3,180	0.473	±3.3	7.1%	±1.3	69.50%	±2.2	80.2%	±2.5		
Morris Heights/Mount Hope/University Heights	ZCTA 10453	29.80%	±3.2	34,800	±4,035	0.487	±2.8	8.1%	±1.0	67.60%	±2.3	74.9%	±2.7		
Mott Haven/Port Morris	ZCTA 10454	36.70%	±5.0	26,400	±4,309	0.52	±3.6	7.1%	±1.5	60.70%	±3.0	73.4%	±3.4		
Mott Haven	ZCTA 10455	25.20%	±4.9	35,813	±3,294	0.48	±3.8	7.0%	±1.6	67.90%	±2.9	75.1%	±3.7		
Claremont/Morrisania	ZCTA 10456	31.30%	±4.1	33,317	±2,916	0.498	±3.6	8.0%	±1.2	66.6%	±2.1	76.4%	±2.4		
Belmont/Claremont/Mount Hope/Tremont	ZCTA 10457	29.60%	±3.3	41,145	±5,310	0.489	±3.1	7.8%	±1.4	69.5%	±1.9	72.1%	±2.5		
Belmont/Fordham University/Kingsbridge	ZCTA 10458	24.40%	±3.1	41,550	±2,405	0.457	±3.0	8.9%	±1.2	68.1%	±2.5	71.6%	±2.6		
Charlotte Gardens/Hunts Point	ZCTA 10459	24.70%	±3.4	41,270	±3,387	0.395	±3.7	8.4%	±1.5	68.3%	±2.9	65.7%	±3.0		
Charlotte Gardens/Tremont/Van Nest/Westchester	ZCTA 10460	31.50%	±3.6	33,080	±5,535	0.505	±3.5	8.5%	±1.2	70.4%	±2.3	69.6%	±2.6		
Morris Park/Pelham Bay/Westchester Square	ZCTA 10461	14.10%	±3.2	64,444	±5,712	0.213	±2.5	5.1%	±1.0	81.0%	±2.4	38.5%	±2.7		
Parkchester/Pelham Parkway/Van Nest/Westchester	ZCTA 10462	15.60%	±2.5	63,431	±2,878	0.236	±2.1	6.0%	±0.9	83.3%	±1.5	55.0%	±2.7		
Kingsbridge/Marble Hill/Riverdale/Spuyten	ZCTA 10463	14.50%	±3.1	66,780	±5,146	0.216	±2.6	5.0%	±1.0	82.2%	±1.8	49.4%	±2.5		
City Island	ZCTA 10464	0.00%	±3.2	129,109	±27,791	0.079	±6.3	4.7%	±4.9	95.3%	±3.3	12.7%	±8.5		
Country Club/Throgs Neck	ZCTA 10465	9.00%	±2.0	85,946	±6,630	0.17	±2.9	4.2%	±0.9	85.8%	±1.7	24.2%	±2.8		
Edenwald/Wakefield	ZCTA 10466	16.80%	±2.9	60,892	±6,496	0.275	±2.4	6.1%	±1.3	80.5%	±2.3	42.6%	±3.2		
Allerton/Norwood/Pelham Parkway/William	ZCTA 10467	20.40%	±2.8	46,228	±2,151	0.342	±2.2	6.7%	±0.9	74.6%	±2.0	61.6%	±2.0		
Fordham/Kingsbridge/University Heights	ZCTA 10468	24.00%	±3.3	43,985	±3,495	0.418	±3.6	7.2%	±1.0	71.7%	±2.0	71.8%	±2.9		
Allerton/Baychester/Pelham Gardens/Willar	ZCTA 10469	13.00%	±2.6	76,731	±6,438	0.235	±2.6	5.0%	±0.9	82.5%	±1.6	34.7%	±2.9		
Wakefield/Woodlawn	ZCTA 10470	7.30%	±3.7	75,750	±8,351	0.13	±3.0	3.2%	±1.1	85.9%	±2.8	39.2%	±5.2		
Fieldston/North Riverdale/Riverdale	ZCTA 10471	3.70%	±1.5	111,418	±8,884	0.06	±1.8	3.6%	±0.8	91.5%	±1.5	30.3%	±4.6		
Soundview	ZCTA 10472	28.80%	±2.8	40,025	±3,730	0.377	±2.7	5.1%	±0.8	68.1%	±2.5	61.6%	±2.7		
Castle Hill/Clason Point/Soundview	ZCTA 10473	17.20%	±3.4	51,379	±3,396	0.323	±3.0	5.8%	±1.2	75.4%	±2.3	44.3%	±3.2		
Hunts Point	ZCTA 10474	29.00%	±8.2	40,795	±7,131	0.394	±6.4	7.6%	±2.6	75.4%	±5.1	70.4%	±6.2		
Co-op City/Edenwald	ZCTA 10475	9.70%	±4.5	57,003	±7,118	0.193	±3.6	4.9%	±1.7	85.2%	±2.8	44.5%	±4.5		

Children and Adolescent Inpatient Psychiatric Services Project at Montefiore Medical Center

Please take a minute to complete the survey below. The purpose of this survey is to gather your opinions about a new project at Montefiore Medical Center.

Montefiore Medical Center is planning to break ground on an acute, inpatient child and adolescent unit, which will be co-located at the New York City Children's Center (NYCCC) - Bronx Campus. Today, the Bronx lacks acute inpatient child and adolescent psychiatry beds, which causes long wait times, transfers to distant facilities in Manhattan and Westchester, and a difficult experience for children/adolescents and families. The project will expand access and improve care for adolescents and children diagnosed with depressive disorders, eating and feeding disorders, personality disorders, and trauma- and stressor-related disorders.

Montefiore Medical Center, and the Independent Entity surveying the project (SmartRise Health), would like to gather the support and perspective of community leaders and voices, like yourself, to demonstrate the importance of this project.

* Indicates required question

1. Email *

2. Name *

3. Age

4. Do you live in the Bronx? *

Mark only one oval.

Yes

No

5. If you live in the Bronx, what is your zip code?

6. Organization

7. Have you (or a family member) ever been a patient at Montefiore Medical Center?

Mark only one oval.

Yes

No

8. Has your child ever needed mental/behavioral health services at Montefiore?

Mark only one oval.

Yes

No

Community Needs

In the questions below, please share whether you:

- (1) strongly disagree
- (2) disagree
- (3) neutral
- (4) agree
- (5) strongly agree

Behavioral Health refers to mental health and substance use disorders, life stressors and crises, and stress-related physical symptoms.

9. We have helpful children’s & adolescents mental/behavioral health service options in the Bronx.

Mark only one oval.

1 2 3 4 5

Stro Strongly Agree

10. It is easy to find mental/behavioral health services for children & adolescents in the Bronx.

Mark only one oval.

1 2 3 4 5

Stro Strongly Agree

11. It is important to have mental/behavioral health services in our community.

Mark only one oval.

1 2 3 4 5

Stro Strongly Agree

12. There is a high need for child and adolescent mental/behavioral health services in the Bronx (including but not limited to thinking about suicide, self-harm, anxiety disorders, impulse control, and mood disorders).

Mark only one oval.

1 2 3 4 5

Stro Strongly Agree

13. The need for child and adolescent mental/behavioral health in the community is significantly increasing in our community.

Mark only one oval.

1 2 3 4 5

Stro Strongly Agree

14. Children and their families should have easy access to transportation, to receive inpatient psychiatric care in other boroughs/counties.

Mark only one oval.

1 2 3 4 5

Stro Strongly Agree

15. Long wait times in Emergency Rooms is negatively impacting our community's overall health and well-being.

Mark only one oval.

1 2 3 4 5

Strongly Disagree Strongly Agree

16. Do you support this project? *

Check all that apply.

Yes

No

17. Add any other statement you'd like to make (250 words or less).

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FOIL Exemption Request

The following information shall be treated as confidential and exempt from disclosure under the Freedom of Information Law (N.Y. Pub. Off. Law §§84 - 90):

- 1) Program scope
- 2) Financial and staffing information

Specifically, we request that the following documents submitted with, or produced in connection with, this CON application be exempt from FOIL disclosure:

- A. Portions of the narrative that discuss the program scope and financial and staffing projections
- B. Financial schedules and projections

Per Public Officers Law Section 87, Subparagraph 2(d) and Section 89, Subparagraph (5)(a)(1), these are trade secrets that, if disclosed, would cause substantial injury to our competitive position. If the associated strategy is publicly disclosed prematurely, it could place Montefiore Medical Center at a market disadvantage before the plans can be implemented.

Per Public Officers Law Section 89, Subparagraph 5(a)(1-a), this contains critical infrastructure information and should not be disclosed. Hospital and health care delivery systems are so vital to the state that any disruption could jeopardize the health, safety, welfare, or security of the state, its residents, or its economy. The information sets forth measured, thoughtful steps for significant and necessary changes to health care delivery in our State. Were it to be released prematurely and without context, it could disrupt patient confidence; drive patients, clinicians, nurses, and support staff away from the hospital; and destabilize ongoing care delivery. These and related effects could jeopardize the health, safety, welfare, or security of State residents and the economy.

Please note that we also request that this written request be exempt from disclosure under FOIL (N.Y. Pub. Off. Law §88(5)).

We hope to have the opportunity to answer any questions and articulate our request in more detail through a call with the DOH Records Access Office. If additional information is required with respect to this FOIL exemption request, please contact Randi Kohn, Assistant Vice President Regulatory Planning at rkohn@montefiore.org or 718-920-6080.

NYSE-CON All Sites Information

Submission Number: 241115
Facility Name: Montefiore Medical Center - Henry & Lucy Moses Div
Project Description:

Site Information

Facility ID: New
SiteType: To Be Assigned
Site Name: Montefiore Einstein Children's Center for Mental Health of the Children's Hospital at Montefiore Einstein
Physical Address: 1500 Waters Place, Bronx, NY 10461
County: NEW YORK
Site Added: 03/05/2024 10:06:07 PM

Site Proposal Summary: Montefiore Medical Center is proposing to establish a 21-bed child and adolescent psychiatry unit to be located in space leased at the New York City Children's Center (NYCCC)/Bronx Campus, located at 1500 Waters Place Bronx, NY 10461. The Montefiore Einstein Center for Children's Mental Health of the Children's Hospital at Montefiore Einstein will expand on and enhance the complement of services provide by Montefiore Medical Center and its Children's Hospital at Montefiore Einstein. This site will be dually licensed by NYSDOH and NYSOMH. The proposed program will enable the Children's Hospital at Montefiore Einstein to expand its focus on the mental health care of pediatric patients at Montefiore, The proposed facility will comprise [REDACTED] gross square feet.

Summary Modified: 03/05/2024 10:06:07 PM

Beds Information		Last Modified on 03/05/2024 10:06:07 PM
Bed Category	Proposed Change	
Psychiatric	Add 21	

Submission Number: 241115
Facility Name: Montefiore Medical Center - Henry & Lucy Moses Div
Project Description:

Services Information		Last Modified on 03/05/2024 10:06:07 PM
Service Category	Proposed Change	
Integrated Services (MH)	Add	

Schedule 1

All CON Applications

Contents:

- **Acknowledgement and Attestation**
- **General Information**
- **Contacts**
- **Affiliated Facilities/Agencies**


New York State Department of Health Certificate of Need Application

~~CONFIDENTIAL~~
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: RLK

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
	02/20/2024
PRINT OR TYPE NAME	TITLE
Randi Kohn	AVP, Regulatory Planning

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 <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Board Resolution
Is the applicant part of an "established PHL Article 28* network" as defined in section 401.1(j) of 10 NYCRR? If yes, attach a statement that identifies the network and describes the applicant's affiliation. Attach an organizational chart.	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Network

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	
	Randi Kohn, AVP, Regulatory Planning	Montefiore Health System	
	BUSINESS STREET ADDRESS		
	111 E. 210 th Street		
	CITY	STATE	ZIP
	Bronx	NY	10467
	TELEPHONE	E-MAIL ADDRESS	
718-920-6080	rkohn@montefiore.org		

Alternate Contact	NAME AND TITLE OF CONTACT PERSON	CONTACT PERSON'S COMPANY	
	BUSINESS STREET ADDRESS		
	CITY	STATE	ZIP
	TELEPHONE	E-MAIL ADDRESS	

New York State Department of Health Certificate of Need Application

~~CONFIDENTIAL~~
Schedule 1

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

CHIEF EXECUTIVE	NAME AND TITLE		
	Philip O. Ozuah, President and CEO		
	BUSINESS STREET ADDRESS		
	111 El. 210 th Street		
	CITY	STATE	ZIP
	Bronx	NY	10467
	TELEPHONE	E-MAIL ADDRESS	
718-920-4131	officeofthceo@montefiore.org		

The applicant's lead attorney should be identified:

ATTORNEY	NAME		FIRM	BUSINESS STREET ADDRESS
	Christopher Panczner		Montefiore	111 E. 210 th Street
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
	Bronx, NY 10467		718-920-7787	cpanczne@montefiore.org

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

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

The applicant's lead accountant should be identified:

ACCOUNTANT	NAME		FIRM	BUSINESS STREET ADDRESS
	Evan Resnick		Montefiore	555 South Broadway
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
	Tarrytown, NY 10591		914-349-8455	eresnick@montefiore.org

Please list all Architects and Engineer contacts:

ARCHITECT and/or ENGINEER	NAME		FIRM	BUSINESS STREET ADDRESS
	Douglas M. Scheu AIA, LEED AP		Architectural Resources	505 Franklin Street
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
Buffalo, NY 14202		716-883-5566	dscheu@archres.com	

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

New York State Department of Health Certificate of Need Application

Schedule 1

Other Facilities Owned or Controlled by the Applicant *Establishment (with or without Construction) Applications only*

NYS Affiliated Facilities/Agencies

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

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

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

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

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.

RESOLUTIONS
OF THE
BOARD OF TRUSTEES
OF
MONTEFIORE MEDICAL CENTER
(the “Montefiore”)

WHEREAS, data and Montefiore statistics show that there is a significant need for acute inpatient child and adolescent psychiatry beds in the Bronx, and thus, Montefiore has plans to open an acute inpatient pediatric and adolescent psychiatric unit to be located at the New York City Children’s Center site in the Bronx (the “Facility”); and

WHEREAS, the Facility will address the behavioral health of the children in the Bronx and surrounding communities, [REDACTED] and reduce the length of stay of patients awaiting psychiatric transfer on CHAM inpatient units, and will integrate well with Montefiore’s existing and anticipated outpatient and intensive outpatient services for children and adolescents at Montefiore; and

WHEREAS, in order to operate the Facility, Montefiore must receive approval and licensure under Article 28 of the New York State Public Health Law (“Article 28”) from the New York State Department of Health (“DOH”), as well as approval and licensure under Article 31 of the New York State Mental Hygiene Law (“Article 31”) from the Office of Mental Health (“OMH”).

NOW THEREFORE, it is hereby:

RESOLVED, that the Board of Trustees of Montefiore hereby confirms, ratifies and approves all actions of Montefiore’s officers, senior management and other employees taken heretofore in furtherance of establishing the Facility; and be it further

RESOLVED, that the Board of Trustees approves of the filing of the Certificate of Need application with the DOH for Montefiore to be licensed under Article 28 to operate the Facility; and be it further

RESOLVED, that the Board of Trustees approves of the filing of the Prior Approval Review application with OMH to be licensed under Article 31 to operate the Facility; and be it further

RESOLVED, that Montefiore and its Trustees, officers and senior management are hereby authorized to take any and all actions necessary or appropriate to establish the Facility and to otherwise carry out the intent of these resolutions.

Adopted: September 26, 2023

STATEMENT IDENTIFYING NETWORK AFFILIATION**Montefiore Health System, Inc.**

Montefiore Health System, Inc. is the active parent of the following providers, including divisions and programs of Montefiore Medical Center and other entities:

- Montefiore Medical Center – Montefiore Hospital;
- Montefiore Medical Center – Weiler Hospital;
- Montefiore Medical Center – Wakefield Hospital;
- Montefiore Westchester Square (off-campus ED);
- Montefiore Medical Center Long Term Home Health Care Program;
- Montefiore Medical Center Home Care and Extended Services;
- Montefiore New Rochelle Hospital;
- Montefiore Mount Vernon Hospital;
- Schaeffer Extended Care Center;
- Montefiore Nyack Hospital;
- Burke Rehabilitation Hospital; and
- Montefiore St. Luke’s Cornwall Hospital
- White Plains Hospital Center

Project Narrative:

Establishment of an Inpatient Acute Psychiatric Unit for Children and Adolescents - Montefiore Einstein Center for Children's Mental Health of the Children's Hospital at Montefiore Einstein (CHAM)

Montefiore Medical Center is submitting this Certificate of Need ("CON") Application to establish a 21-bed child and adolescent psychiatry unit to be located in space leased at the New York City Children's Center (NYCCC) – Bronx Campus, located at 1500 Waters Place Bronx, NY 10461. The Montefiore Einstein Center for Children's Mental Health of the Children's Hospital at Montefiore Einstein (CHAM) will expand on and enhance the complement of services provide by Montefiore Medical Center and its Children's Hospital at Montefiore Einstein. This site will be dually licensed by NYSDOH and NYSOMH. The total projected cost of this project is \$8,860,546.

Background

Beginning in 2017, there have been extensive discussions between Montefiore Medical Center and NYS Office of Mental Health regarding Montefiore renovating and leasing vacant space at the New York City Children's Center (NYCCC) – Bronx Campus to address behavioral health in children with creation of a 21-bed child and adolescent psychiatry unit. The need for a unit of this type has increased exponentially, since the discussions began.

Montefiore Medical Center (MMC) currently operates inpatient psychiatric programs at our Moses and Wakefield campuses. These programs focus on patients who require complex psychiatric evaluations and stabilization of their symptoms and are for adult patients only. MMC currently does not have a Child and Adolescent Inpatient unit for psychiatric patients. Behavioral health services for children and adolescents are critically lacking in the Bronx. There are a scarcity of both specialists practicing child and adolescent psychiatry and inpatient beds specifically for this population – there are less than 100 inpatient psychiatric beds in service in the Bronx and none within the Montefiore network. This has resulted in long wait times for discharge from Montefiore Emergency Rooms, including the Emergency Room at the Children's Hospital at Montefiore Einstein (CHAM), having to send patients to facilities far from their homes that are outside of the Montefiore network.

Montefiore Medical Center's Division of Child and Adolescent Psychiatry services and treatments are delivered through a range of Montefiore units and programs. This Division is integral to the Department of Psychiatry's clinical, research, education, and community missions, and benefits from extensive interconnections with the Children's Hospital at Montefiore Einstein (CHAM), Montefiore's acclaimed School Health Program, the Behavioral Health Integration Program (BHIP)/Montefiore Medical Group (MMG), the Rose F. Kennedy Children's Rehabilitation and Evaluation Center (RFKCERC), the JE and ZB Butler Center for Children and Families, and the New York City Children's Center (NYCCC) – Bronx Campus.

The Department provides ambulatory services for children and adolescents at three Bronx-based campuses (Moses Child Outpatient Psychiatry Division, Wakefield Child Outpatient Psychiatry Division, and Montefiore Behavioral Health Center) and a Westchester County-based faculty practice location (Montefiore Einstein Advanced Care). Attendings and trainees affiliated with

the Department also provide pediatric psychiatric services in Montefiore's School Health Program with locations in public elementary, middle, and high schools throughout the Bronx and through the student mental health service at Fordham University. Trainees also rotate under faculty supervision through the Rose F. Kennedy Children's Evaluation and Rehabilitation Center for individuals with intellectual and developmental disabilities, including autism.

Specialty programs within ambulatory services including the Eating Disorders Program at Montefiore, Anxiety and Mood Program (AMP) Program, Becoming an Emerging Adult (BEAM) Program, Connecting and Reflecting Experience (CARE) Program, and Adolescent Dialectical Behavior Therapy (A-DBT) Program. Project Rising is an addiction service within the Division of Substance Abuse (DOSA) oriented to youth with problem substance use and their families. The Department's first episode psychosis program is based within the Moses Adult Outpatient Psychiatry division as part of the NYC OnTrack Program. The Department also is one of seven academic centers who participate in NYS Project TEACH providing psychiatric consultation, education, and services to pediatricians and family practitioners throughout New York State.

Faculty attendings and Child and Adolescent Fellows also see patients at the New York City Children's Center -- Bronx Campus (NYCCC-Bronx), operated by the New York State Office of Mental Health (OMH) and affiliated with the Albert Einstein College of Medicine. NYCCC-Bronx serves children between the ages of five and 21 with services including Inpatient Treatment, Day Treatment, Behavioral Health Clinics, Community Residences, and Mobile Integration Teams.

Montefiore's first dedicated Child and Adolescent Psychiatry Emergency Service, located within the CHAM Emergency Department, debuted in 2019. An Adolescent Intensive Outpatient Program (IOP) opened at the Wakefield campus in October, 2023. As one of only three Office of Mental Health (OMH) licensed adolescent IOPs in New York State, the program provides a much-needed higher level of care for youth in the region.

The Child and Adolescent Psychiatry Fellowship has a total of seven fellows and provides rich training in all modalities of individual, group, and family therapy, psychopharmacology, consultation-liaison psychiatry, school health, and sub-specialty areas including eating and developmental disorders. The Fellowship provides inpatient experience through partnership with the New York City Children's Center-- Bronx Campus (formerly Bronx Children's Psychiatric Center) whose teaching attendings have academic appointments through the Montefiore Einstein Psychiatry department.

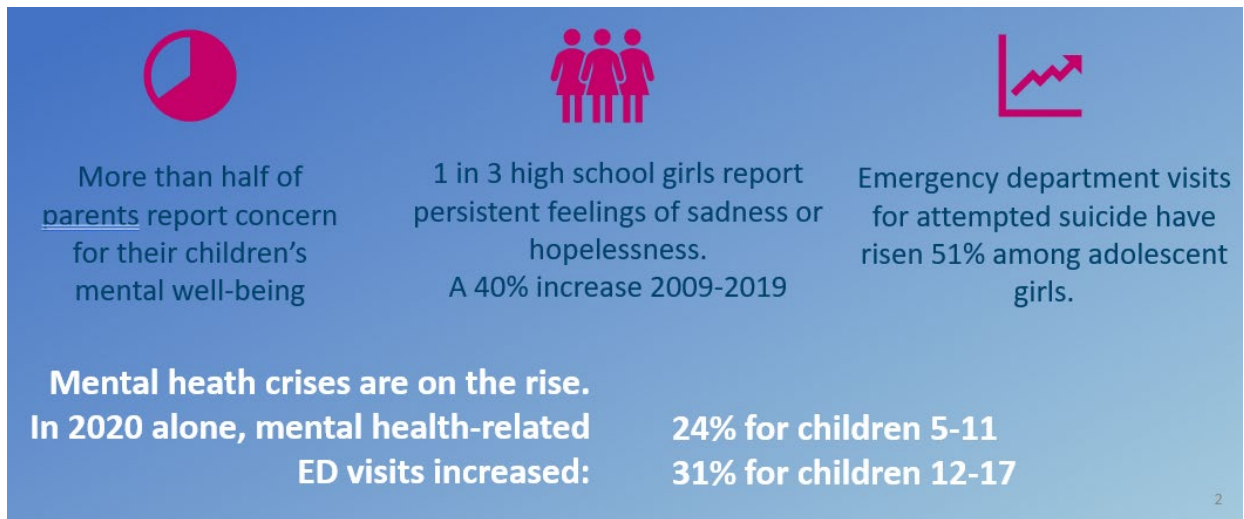
The development of an MMC operated 21-bed Child and Adolescent Inpatient unit for psychiatric patients located within the New York City Children's Center (NYCCC) will add to the service continuum and have a great benefit to the patients of the Bronx. The Montefiore Einstein Center for Children's Mental Health of the Children's Hospital at Montefiore Einstein will expand on and enhance the complement of services provide by Montefiore Medical Center and its Children's Hospital at Montefiore Einstein.

In keeping with the mission and values of Montefiore Medical Center, we aim to establish an environment that will provide much needed access to exceptional and compassionate inpatient level care for children and adolescents in the Bronx with psychiatric conditions in an atmosphere that uses state of the art treatments and is developmentally appropriate, culturally attuned, inclusive, accepting, innovative and humane.

The Need and Challenges

Nationally:

According to the American Psychological Association (APA), nationally, children’s mental health is in crisis:



And, according to the Health Resources & Services Administration (HRSA), there is a severe shortage of mental health services:



A JAMA study (Cushing AM, Liberman DB, Pham PK, et al. Mental Health Revisits at US Pediatric Emergency Departments. JAMA Pediatr. 2023;177(2):168–176.

Doi:10.1001/jamapediatrics.2022.4885) found that overall visits to pediatric emergency rooms for mental health crises increased 43 percent from 2015 to 2020, rising by 8 percent per year on average, with an increase in emergency visits for every category of mental illness.

Children in the Bronx

Bronx children are suffering from behavioral health disorders at elevated levels:

- 281,629 children ages 5-17 live in the Bronx
 - 56,326 of those children have a behavioral health disorder
 - 28,163 are considered to have serious emotional disturbances
- 74% of Bronx high school students report high levels of stress and anxiety
- Suicide among Bronx children ages 5-17 has doubled in the past decade
- 35% of children in the Bronx report suffering from depression
- 12% of Bronx students report one or more suicide attempt in the past year

Behavioral health services for children and adolescents are critically lacking in the Bronx. HRSA classifies the Shortage of Pediatric Psychiatrists in the Bronx as SEVERE. There are a scarcity of both specialists practicing child and adolescent psychiatry and inpatient beds specifically for this population – there are less than 120 inpatient psychiatric beds for children and adolescents in service in the Bronx (25 beds at BronxCare and 92 beds at the NYS operated New York City Children’s Center) and none within the Montefiore network.

In Montefiore's most recent Community Health Needs Assessment, participants in the primary data collection survey were asked about their experiences with mental health and needs related to the social determinants of health (i.e. food, housing, and other expenses). They were asked whether, in the last 12 months, they experienced any of the following:

- Anxiety or depression
- Increased household expenses
- Difficulty paying utilities of other monthly bills
- Difficulty paying rent/mortgage, increased medical expenses
- Hunger or skipped meals because of lack of money
- None of the above

Experiencing anxiety or depression was the most common response at 38%, followed by increased household expenses (32%), and none of the above (26%).

The target population to be served faces a variety of health, safety, and environmental problems as reported by the NYC Department of Health and Mental Hygiene. While the Bronx has continued to improve, along with New York City, in the overall reduction of negative health outcomes, the gap between the Bronx and the other boroughs remains and it has maintained its status as the epicenter of the asthma, HIV, and drug epidemics in New York City. The County also continues to demonstrate excess mortality rates from heart disease, stroke, and diabetes compared to citywide and national averages.

For acute inpatient psychiatry for children and adolescents in the Bronx, there is a marked underservice for a community of its size. Provision of these services in the community will make it easier for patients to access services and foster equitable care in the community. The population is currently grossly underserved in the Bronx. There is only one acute inpatient psychiatric unit for children and adolescents in the Bronx, at BronxCare. This unit is at capacity most of the time. We have only been able to transfer a very limited number of patients to Bronx Care (on average, one or two annually). Otherwise, the children and adolescents in need of inpatient acute psychiatric go to Four Winds or St. Vincent's in Westchester County.


There is an unmet need for inpatient acute psychiatric beds in the Bronx, as evidenced by:

- The experience Montefiore has in transferring the children seen in our CHAM Emergency Department who need an inpatient acute psychiatric bed - there are seldom beds available in the Bronx resulting in these children being transferred out of borough and away from home and family.
- The Governor's Comprehensive Plan to Fix New York State's Continuum of Mental Health Care, including a transformative plan that will Increase capacity for Inpatient Psychiatric Treatment by 1,000 Beds.
- The recent RFP issued by NYSOMH with the purpose to provide capital for expanding inpatient psychiatric capacity for adults, children and adolescents. This RFP notes that one of the priority areas is to support unmet need for inpatient care for young people, with awards issued for two units for children and/or youth in New York City.

The establishment of additional inpatient acute psychiatric capacity for children and adolescents in this service area will provide needed services to the population. These needed services will help to address the health problems and disparities in the region. Montefiore has a long history of providing needed programs and services to address the health needs of the population in its service area.

Montefiore Medical Center and the Children's Hospital at Montefiore Einstein

An increasing number of children experiencing psychiatric conditions are seeking care at the Emergency Department at the Children's Hospital at Montefiore Einstein (CHAM), and they



Visits to the CHAM ED have reflected an increasing, post-pandemic need. From January-September 2023, 1,117 children and adolescents made psychiatric-related ED visits, and, of those, 145 were transferred to inpatient psychiatric units. In 2022, 1,120 children were seen and 163 transferred to inpatient psych units. In 2021, 1,008 children and adolescents made psychiatric-related ED visits, and, of those, 159 (16%) were transferred to inpatient psychiatric units. Typically, only one or two of these transfers can go to a Bronx facility, due to a lack of available inpatient psychiatric beds.

There is a major need for acute inpatient child and adolescent psychiatry beds in the Bronx. Young patients from the Children’s Hospital at Montefiore Einstein (CHAM) ED (and other EDs throughout the Bronx) who require inpatient psychiatric care often are stuck in the EDs with their families for several or more days while waiting for scarce beds to open in Westchester (e.g., Four Winds and St. Vincent’s). Given their acute symptoms, often suicidality or psychosis, they also often require a disproportionate amount of nursing and other ED staff time. The relative lack of inpatient child and adolescent psychiatry beds has been highlighted as a national challenge, but it is also a crisis at the local level.

A unit under Montefiore’s auspices will help address the behavioral health of the children in the Bronx, alleviate back-ups in our CHAM ED and prolonged length of stay of patients awaiting transfer to an acute inpatient psychiatric facility and would integrate well with our existing and anticipated outpatient and intensive outpatient services for children and adolescents at Montefiore. The addition of inpatient acute psychiatric beds for children and adolescents would benefit the community, the patients and their families.

Montefiore Einstein Center for Children’s Mental Health of the Children’s Hospital at Montefiore Einstein: A Blueprint for Urban Pediatric Behavioral Health Care

Montefiore proposes to establish this 21-bed inpatient psychiatric unit for children and adolescents, ages 5-17, designed to provide patients with best-in-class intensive behavioral healthcare. The Montefiore Einstein Center for Children’s Mental Health of the Children’s Hospital at Montefiore Einstein (CHAM) will expand on and enhance the complement of services provide by Montefiore Medical Center and its Children’s Hospital at Montefiore Einstein. This site will be dually licensed by NYSDOH and NYSOMH. The unit will be in leased space at the New York City Children’s Center (NYCCC) – Bronx Campus, located at 1500 Waters Place Bronx, NY 10461. The proposed unit will be designed to provide treatment for youth with serious behavioral health conditions including severe depression, anxiety, trauma, suicidal thoughts, psychosis, co-morbid mental health issues, and other acute psychiatric conditions. This unit will see a 18-19-day average length of stay, providing 24/7 best-in-class care, access to comprehensive evaluation and care, and enriched training for students, who would do rotations in the pediatric unit.

Thanks to extensive discussions between Montefiore Medical Center and NYS Office of Mental Health, we believe we are in a favorable position to make significant inroads in the Bronx to address behavioral health in children with creation of a 21-bed child and adolescent psychiatry unit to be located in space leased at the New York City Children’s Center (NYCCC) – Bronx Campus.

Montefiore proposes to establish this 21-bed inpatient psychiatric unit for children and adolescents, designed to provide patients with best-in-class intensive behavioral healthcare for patients suffering from severe depression, suicidal thoughts, delusions, and acute psychiatric conditions. This unit will see an average length of stay in Year 1 of 19.3 days and in follow up Years 2-5 at 18.3 days. This unit will provide 24/7 best-in-class care, access to comprehensive evaluation and care, and enriched training for students, who would do rotations in the pediatric

unit. There will be physicians who have Triple-Board certification in Pediatrics, Psychiatry, Pediatric Psychiatry, which is currently available at only 8 US medical schools.

The goals and objectives of the program are:

- To provide a safe environment for children and adolescents who are at risk of harming themselves or others or cannot function safely in the community due to their psychiatric condition.
- To treat acute psychiatric symptoms with medications and psychotherapy, and to monitor the effects and side effects of these interventions.
- To coordinate outpatient supports for children and adolescents, such as referrals to community services for continued treatment and support.
- To help children, adolescents and their families develop coping skills, self-care strategies, and recovery plans for their psychiatric condition.
- To educate patients and their families about mental illness, its causes, treatments, and prognosis.

The proposed program will enable the Children’s Hospital at Montefiore Einstein to expand its focus on the mental health care of pediatric patients at Montefiore, CHAM Leadership including the Chair of the Department of Pediatrics, Pediatrician-in-Chief and CHAM Chief of Nursing and other relevant individuals from Pediatrics will constitute an Advisory Board to this unit.



Operational Impact



[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
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[REDACTED]

Project Costs and Financing:

The total estimated project cost is estimated to be \$8,860,546, with fees and escalation. It is projected that the project will take approximately six months to complete.

Montefiore Medical Center’s financing for the proposed project is as follows:

- NYS Assembly Appropriation grant of \$5.7M from the New York State Capital Assistance Program which will provide the funding. Attached is a copy of the Assembly Resolution.

- Montefiore submitted a grant application in response to the RFP for the \$3,160,546 remaining funding necessary for the project. In the 2022-2023 NYS budget, funds were made available to hospitals to expand inpatient capacity up to \$2.5M without a competitive procurement. In 2022 and 2023, Montefiore provided information to and worked with NYSOMH regarding procuring this grant. We were then informed that OMH would not be able to provide the capital funding as originally postulated. OMH then released this RFP to provide the funding, instead, according to the OMH procurement schedule. Montefiore submitted an application to NYSOMH, in response to the RFP - Capital for Expanding Inpatient Psychiatric Capacity for Adults, Children and Adolescents in Article 28s and Not for Profit Article 31s, for the \$3,160,546 remaining funding for the project.

In the event that Montefiore does not receive the grant award from NYSOMH, the remaining \$3,160,546 of the project costs will be funded via medical center capital and philanthropy.

Summary

Montefiore Medical Center is proposing to establish a 21-bed child and adolescent psychiatry unit to be located in space leased at the New York City Children's Center (NYCCC) – Bronx Campus. The Montefiore Einstein Center for Children's Mental Health of the Children's Hospital at Montefiore Einstein will expand on and enhance the complement of services provided by Montefiore Medical Center and its Children's Hospital at Montefiore Einstein. This site will be dually licensed by NYSDOH and NYSOMH. A unit under Montefiore's auspices will help address the behavioral health of the children in the Bronx, alleviate back-ups in our ED, prolonged length of stay of patients awaiting transfer to an acute inpatient psychiatric facility and would integrate well with our existing and anticipated outpatient and intensive outpatient services for children and adolescents at Montefiore. The addition of inpatient acute psychiatric beds for children and adolescents would benefit the community, the patients and their families.

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>
N/A	No working capital funds being borrowed

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

This project is being funded by a NYS Assembly appropriation and a capital grant. Since these funds will be provided on a reimbursement basis, the medical center capital budget will initially fund the project.

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

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>
N/A - This is neither an establishment nor a change in ownership	

Schedule 6 Architectural/Engineering Submission

Contents:

- Schedule 6 – Architectural/Engineering Submission

New York State Department of Health Certificate of Need Application

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: 12/25/2023	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: Renovations to existing adolescent inpatient behavioral health treatment space.	
Site Location: 1300 Waters Place, Bronx, NY 10461	
Brief description of current facility, including facility type:	

New York State Department of Health Certificate of Need Application

Schedule 6

New York State Office of Mental Health NYC Children's Center/Bronx Campus. Two story 84 bed inpatient facility completed in 2015.	
Brief description of proposed facility: This project will separate and renovate two inpatient units and a portion of the inpatient school for use by Montefiore. The Montefiore space will accommodate 21 beds.	
Location of proposed project space(s) within the building. Note occupancy type for each occupied space. The proposed project space is all currently I2 Occupancy and will remain as such. It includes two inpatient units known as "Houses 1&2" located on the first floor east wing of the building.	
Indicate if mixed occupancies, multiple occupancies and or separated occupancies. Describe the required smoke and fire separations between occupancies: The entire building is I2 Occupancy. MIXED USE, NON-SEPARATED (I-2, A-1, A-3, B) Montefiore and OMH spaces are separate smoke areas.	
If this is an existing facility, is it currently a licensed Article 28 facility?	No
Is the project space being converted from a non-Article 28 space to an Article 28 space?	Yes
Relationship of spaces conforming with Article 28 space and non-Article 28 space: NYS OMH space is designed and operated to Article 28 standards but as a state facility is not licensed under Article 28.	
List exceptions to the NYSDOH referenced standards. If requesting an exception, note each on the Architecture/Engineering Certification form under item #3. None.	
	

New York State Department of Health
 Certificate of Need Application

Schedule 6

contain the circuits that serve receptacle and equipment loads within the work area. Since the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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. Not applicable.

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, not applicable. [Click here to enter text.](#)

Does the project comply with ADA? If no, list all areas of noncompliance. Yes.

Other pertinent information:
[Click here to enter text.](#)

Project Work Area	Response
Type of Work	Alteration
Square footages of existing areas, existing floor and or existing building.	[REDACTED]
Square footages of the proposed work area or areas. Provide the aggregate sum of the work areas.	[REDACTED]
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	[REDACTED]
Building Number of Stories	[REDACTED]
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.	No

New York State Department of Health Certificate of Need Application

Click here to enter text.	
Will the project construction be phased? If yes, how many phases and what is the duration for each phase? Click here to enter text.	No
Does the project contain shell space? If yes, describe proposed shell space and identify Article 28 and non-Article 28 shell space on the plans. Click here to enter text.	No
Will spaces be temporarily relocated during the construction of this project? If yes, where will the temporary space be? Click here to enter text.	No
Does the temporary space meet the current DOH referenced standards? If no, describe in detail how the space does not comply. Click here to enter text.	Yes
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. Project will decrease OMH bed capacity by 28 beds and increase Montefiore bed capacity by 21.	Increase
Changes in the number of occupants? If yes, what is the new number of occupants? Click here to enter text.	No
Does the facility have an Essential Electrical System (EES)? If yes, which EES Type? The entire building is served by separate emergency (life safety) and full backup power (equipment) generators and ATS's. Feeders, panels and circuits are separated throughout the building between these two systems.	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? There are no additional loads.	Not Applicable
Does the project involve Operating Room alterations, renovations, or rehabilitation? If yes, provide brief description. Click here to enter text.	No
Does the project involve Bulk Oxygen Systems? If yes, provide brief description. Click here to enter text.	No
If existing, does the Bulk Oxygen System have the capacity for additional loads without bringing in additional supplemental systems?	Not Applicable
Does the project involve a pool?	No

New York State Department of Health Certificate of Need Application

Schedule 6

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

Architectural Resources

505 Franklin Street
Buffalo, NY 14202

303 West 13th Street
New York, NY 10014

**Proposed Adolescent Acute Behavioral Health Inpatient Unit
NYCCC/Montefiore**

January 2, 2024

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Architectural Resources

505 Franklin Street
Buffalo, NY 14202

303 West 13th Street
New York, NY 10014

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

Architectural Resources

505 Franklin Street
Buffalo, NY 14202

303 West 13th Street
New York, NY 10014

[REDACTED]

[REDACTED]

-end-





**CONSTRUCTION PROJECT CERTIFICATION LETTER FOR AER REVIEWS
ARCHITECTS & ENGINEERS**

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

Date: 12/27/2023

CON Number:

Facility Name: Montefiore Medical Center - Inpatient Center For Children's Mental Health

Facility ID Number:

Facility Address: 1300 Waters Place Bronx, NY 10461

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:

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: Montefiore Medical Center - Inpatient Center For Children's Mental Health
Location: 1300 Waters Pl, Bronx, NY 10461
Description: Minor renovations to two living units at NYC Children's Center/Bronx Campus (NYSOMH facility) for Montefiore adolescent inpatient psychiatric program.



Kevin D. Murrett
 Signature of Architect or Engineer
 Kevin D. Murrett, AIA
 Name of Architect or Engineer (Print)
 015981
 Professional New York State License Number
 Architectural Resources 505 Franklin Street Buffalo, NY 14202
 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.

Randi Kohn
 Authorized Signature for Applicant
 Randi Kohn AVP, Regulatory Planning
 Name (Print) Title
 12/21/2023
 Date

Notary signing required for the applicant

STATE OF NEW YORK)

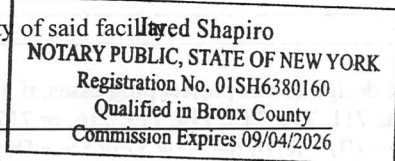
County of Bronx) SS:

On the 21st day of Dec 20 23, before me personally appeared Randi Kohn, to me known, who being by me duly sworn, did depose and say that he/she is the AVP, Regulatory Planning of the Montefiore

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)

[Signature]



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

2.14	Will the project affect any threatened or endangered plants or animal species?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.15	Will the project result in a major adverse effect on air quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.16	Will the project have a major effect on visual character of the community or scenic views or vistas known to be important to the community?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.17	Will the project result in major traffic problems or have a major effect on existing transportation systems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.18	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.19	Will the project have any adverse impact on health or safety?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.20	Will the project affect the existing community by directly causing a growth in permanent population of more than five percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.21	Is the project wholly or partially within, or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure, or site, or prehistoric site, that has been proposed by the Committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.22	Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the Commissioner of Parks, Recreation, and Historic Preservation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2.23	Is this project within the Coastal Zone as defined in Executive Law, Article 42? If Yes, please complete Part IV.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Agency Name:	New York State Office of Mental Health		
	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	
				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Agency Name:					
	Contact Name:					
	Address:					
	State and Zip Code:					
	E-Mail Address:					
Phone Number:						
3.3	Is there a public controversy concerning environmental aspects of this project? If yes, briefly describe the controversy in the space below.			Yes	No	
				<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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).			<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Moderate to Low Risk Area			Yes	No	
	Zone	Description		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	In communities that participate in the NFIP, flood insurance is available to all property owners and renters in these zones:					
	B and X	Area of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Are also used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than one foot or drainage areas less than 1 square mile.		<input type="checkbox"/>		

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

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

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

[FEMA Elevation_Certificate_and Instructions](#)

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

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

1.) Project Cost Summary data:

	Total	Source
Project Description:		
Project Cost	\$8,810,091	Schedule 8b, column C, line 8
Total Basic Cost of Construction	\$8,810,091	Schedule 8B, column C, line 6
Total Cost of Moveable Equipment	\$861,588	Schedule 8B, column C, line 5.1
Cost/Per Square Foot for New Construction	\$0	Schedule 10
Cost/Per Square Foot for Renovation Construction	\$231	
Total Operating Cost		Schedule 13C, column B
Amount Financed (as \$)	\$0	Schedule 9
Percentage Financed as % of Total Cost	0.00%	Schedule 9
Depreciation Life (in years)		

2) Construction Dates

Anticipated Start Date	7/1/2024	Schedule 8B
Anticipated Completion Date	2/28/2025	

**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:	7/1/2024	as mm/dd/yyyy
Anticipated Midpoint of Construction Date	10/15/2024	as mm/dd/yyyy
Anticipated Completion of Construction Date	2/28/2025	as mm/dd/yyyy
Year used to compute Current Dollars:	2023	

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	\$2,781,764	\$255,922	\$3,037,687
2.3 Site Development	\$1,373,368	\$126,350	\$1,499,718
2.4 Temporary Utilities	\$0	\$0	\$0
2.5 Asbestos Abatement or Removal	\$15,000	\$1,380	\$16,380
3.1 Design Contingency	\$415,513	\$38,227	\$453,740
3.2 Construction Contingency	\$415,513	\$38,227	\$453,740
4.1 Fixed Equipment (NIC)	\$385,000	\$35,420	\$420,420
4.2 Planning Consultant Fees	\$0	\$0	\$0
4.3 Architect/Engineering Fees	\$626,133	\$57,604	\$683,737
4.4 Construction Manager Fees	\$249,308	\$22,936	\$272,244
4.5 Other Fees (Consultant, etc.)	\$122,500	\$7,820	\$130,320
Subtotal (Total 1.1 thru 4.5)	\$6,384,100	\$583,887	\$6,967,987
5.1 Movable Equipment (from Sched 11)	\$789,000	\$72,588	\$861,588
5.2 Telecommunications	\$972,714	\$7,802	\$980,516
6. Total Basic Cost of Construction (total 1.1 thru 5.2)	\$8,145,814	\$664,277	\$8,810,091
7.1 Financing Costs (Points etc)	\$0	 	\$0
7.2 Interim Interest Expense: \$ <input type="text"/> At <input type="text"/> % for <input type="text"/> months	\$0	 	\$0
8. Total Project Cost: w/o CON fees Total 6 thru 7.2	\$8,145,814	\$664,277	\$8,810,091
Application fees:		 	
9.1 Application Fee. Articles 28, 36 and 40. See Web Site.	\$2,000	 	\$2,000
9.2 Additional Fee for projects with capital costs. Not applicable to "Establishment Only" projects. See Web Site for applicable fees. (Line 8, multiplied by the appropriate percentage.)			
Enter Multiplier ie: .25% = .0025 --> <input type="text"/> 0.0055	\$44,802	\$3,653	\$48,455
10 Total Project Cost with fees	\$8,192,616	\$667,930	\$8,860,546

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
<input type="checkbox"/>	A. Lease	\$
<input type="checkbox"/>	B. Cash	\$
<input type="checkbox"/>	C. Mortgage, Notes, or Bonds	\$
<input type="checkbox"/>	D. Land	\$
<input checked="" type="checkbox"/>	E. Other	\$8860546
<input type="checkbox"/>	F. Total Project Financing (Sum A to E) (equals line 10, Column C of Sch. 8b)	\$8860546

If refinancing is used, please complete area below.

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

II. Details

A. Leases

	N/A	Title of Attachment
1. List each lease with corresponding cost as if purchased each leased item. Breakdown each lease by total project cost and subproject costs, if applicable.	<input checked="" type="checkbox"/>	
2. Attach a copy of the proposed lease(s).	<input type="checkbox"/>	OMH Lease
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant.	<input checked="" type="checkbox"/>	
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment.	<input checked="" type="checkbox"/>	
5. If applicable, identify separately the total square footage to be occupied by the Article 28 facility and the total square footage of the building.	<input type="checkbox"/>	Square Footage Breakdown
6. Attach two letters from independent realtors verifying square footage rate.	<input type="checkbox"/>	One letter: Montefiore Rent Opinion 1500 Waters Place NOTE: This building is owned by NYS, therefore it would not be in the independent realtor market.
7. For all capital leases as defined by FASB Statement No. 13, "Accounting for Leases", provide the net present value of the monthly, quarterly or annual lease payments.	<input checked="" type="checkbox"/>	

New York State Department of Health
 Certificate of Need Application

Schedule 9

B. Cash

Type	Amount
Accumulated Funds	\$0
Sale of Existing Assets	\$
Gifts (fundraising program)	\$
Government Grants	\$8860546
Other	\$
TOTAL CASH	\$8860546

	N/A	Title of Attachment
1. Provide a breakdown of the sources of cash. See sample table above.	<input checked="" type="checkbox"/>	
2. Attach a copy of the latest certified financial statement and current internal financial reports to cover the balance of time to date. If applicable, address the reason(s) for any operational losses, negative working capital and/or negative equity or net asset position and explain in detail the steps implemented to improve operations. In establishment applications for Residential Health Care Facilities , attach a copy of the latest certified financial statement and current internal financial reports to cover the balance of time to date for the subject facility and all affiliated Residential Health Care Facilities . If applicable, address the reason(s) for any operational losses, negative working capital and/or negative equity or net asset position and explain in detail the steps implemented (or to be implemented in the case of the subject facility) to improve operations.	<input type="checkbox"/>	Audited Financials 2022 and 2021 and Sept 2023 Internal Financials
3. If amounts are listed in "Accumulated Funds" provide cross-reference to certified financial statement or Schedule 2b, if applicable.	<input checked="" type="checkbox"/>	
4. Attach a full and complete description of the assets to be sold, if applicable.	<input checked="" type="checkbox"/>	
5. If amounts are listed in "Gifts (fundraising program)": <ul style="list-style-type: none"> • Provide a breakdown of total amount expected, amount already raised, and any terms and conditions affixed to pledges. • If a professional fundraiser has been engaged, submit fundraiser's contract and fundraising plan. • Provide a history of recent fund drives, including amount pledged and amount collected 	<input checked="" type="checkbox"/>	

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

Schedule 9

	N/A	Title of Attachment
6. If amounts are listed in "Government Grants": <ul style="list-style-type: none"> List the grant programs which are to provide the funds with corresponding amounts. Include the date the application was submitted. Provide documentation of eligibility for the funds. Attach the name and telephone number of the contact person at the awarding Agency(ies). 	<input type="checkbox"/>	1. Assembly Capital Resolution 2. NYSOMH RFP: Capital for Expanding Inpatient Psychiatric Capacity for Adults, Children and Adolescents in Article 28s and Not for Profit Article 31s Request for Proposals
7. If amounts are listed in "Other" attach a description of the source of financial support and documentation of its availability.	<input checked="" type="checkbox"/>	
8. Current Department policy expects a minimum equity contribution of 10% of total project cost (Schedule 8b line 10)) for all Article 28 facilities with the exception of Residential Health Care Facilities that require 25% of total project cost (Schedule 8b, line 10). Public facilities require 0% equity.	<input checked="" type="checkbox"/>	All Grant Funded
9. Provide an equity analysis for member equity to be provided. Indicate if a member is providing a disproportionate share of equity. If disproportioned equity shares are provided by any member, check this box <input type="checkbox"/>	<input checked="" type="checkbox"/>	

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.	<input checked="" type="checkbox"/>	
2. If New York State Dormitory Authority (DASNY) financing, then attach a copy of a letter from a mortgage banker.	<input checked="" type="checkbox"/>	
3. Provide details of any DASNY bridge financing to HUD loan.	<input checked="" type="checkbox"/>	
4. If the financing of this project becomes part of a larger overall financing, then a new business plan inclusive of a feasibility package for the overall financing will be required for DOH review prior to proceeding with the combined financing.	<input checked="" type="checkbox"/>	

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

Schedule 9

**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.	<input checked="" type="checkbox"/>	
2. Attach a copy of the Appraisal. Supply the appraised date and the name of the appraiser.	<input checked="" type="checkbox"/>	
3. Submit a copy of the proposed purchase/option agreement.	<input checked="" type="checkbox"/>	
4. Provide an affidavit indicating any and all relationships between seller and the proposed operator/owner.	<input checked="" type="checkbox"/>	

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	<input checked="" type="checkbox"/>	

F. Refinancing

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



William Jordan
First Vice President

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February 28, 2024

RE: 1500 Waters Place, Bronx, NY (within the Hutch Metro Center)

Dear Christopher,

I have been asked by you staff to provide an opinion of rental value on the approximately 18,000 square feet of office/medical space at the above referenced location. Base on my experience in conducting real estate lease transactions in the Bronx, NY Metro Area the rent rate of \$36.00 per rentable square feet is very competitive and would appear to be on the lower end of fair market for a 10-year term.

If you have any questions or concerns, please contact me at 917 861 5090

Sincerely

William Jordan
William Jordan



Capital for Expanding Inpatient Psychiatric Capacity for Adults,
Children and Adolescents in Article 28s and Not for Profit Article 31s

Request for Proposals

Grant Procurement

11.30.23

(On-Line Submission Required)

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Appendices

- Appendix A: Capital Budget Format
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- Appendix B1: Operating Budget Narrative Form
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1.0 Introduction and Background

1.1 Purpose of the Request for Proposal

The Office of Mental Health announces the availability of capital funds for the expansion of child, adolescent, and adult inpatient psychiatric units, including specialty psychiatric units for the treatment of individuals dually diagnosed with mental health disorders and developmental disabilities across New York State.

The purpose of the RFP is to solicit proposals from qualified health care organizations to provide high-quality, equitable and accessible inpatient psychiatric services. As a part of a historic investment in mental health services for children, adolescents and adults, the Office of Mental Health is seeking to expand the availability of inpatient psychiatric services to ensure that individuals with mental health needs requiring inpatient hospitalization can access inpatient psychiatric care. These funds are intended to increase inpatient capacity by opening new inpatient beds to serve children, adolescents and adults based on local need.

As these programs will be licensed by the Office of Mental Health, physical plants will require compliance with 14 NYCRR 580 or 582.

2.0 Proposal Submissions

2.1 Designated Contact/Issuing Officer

OMH has assigned an Issuing Officer for this project. The Issuing Officer or a designee shall be the sole point of contact regarding the RFP from the date of issuance of the RFP until the issuance of the Notice of Conditional Award. To avoid being deemed non-responsive, an applicant is restricted from contacting any other personnel of OMH regarding the RFP. Certain findings of non-responsibility can result in rejection for a contract award. Contacts made to any other OMH or other State personnel regarding this procurement may disqualify the Applicant and affect future procurements with governmental entities in the State of New York. The Issuing Officer for this RFP is:

Carol Swiderski
Contract Management Specialist III
New York State Office of Mental Health
Contracts and Claims
7th Floor
Holland Avenue
Albany, NY 12229
OMHLocalProcurement@omh.ny.gov

2.2 Key Events/Timeline

RFP Events	Date
RFP Release Date	11.30.23
Bidders Conference	12.14.23
Questions Due by 2:00:00PM Eastern Time (EST)	12.30.23
Questions & Answers Posted Tentative	1.16.24
Proposals Due by 2:00:00PM Eastern Time (EST)	2.05.24
Conditional Award Notification Tentative	3.08.24
Anticipated Start Date	5.01.24

2.3 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted in writing to the Issuing Officer by email at by OMHLocalProcurement@omh.ny.gov by the “Questions Due Date” indicated in 2.2.

The questions and official answers will be posted on the OMH website by the date indicated in 2.2 and will be limited to addressing only those questions submitted by the deadline. No questions will be answered by telephone or in person.

Please enter “Capital for Expanding Inpatient Psychiatric Capacity for Adults, Children and Adolescents in Article 28s and Not for Profit Article 31s” in the subject line of the email.

2.4 Bidder’s Conference

A Bidder’s Conference will be held at the date and time listed in the schedule. Prospective proposers’ participation in this conference is highly encouraged but not mandatory.

The purpose of the Bidder’s Conference is to:

- Provide additional description of the project; and
- Explain the RFP process

The details for the Bidders’ Conference are as follows:

December 14, 2023 10am- 10:50 am

Join from the meeting link

<https://meetny.webex.com/meetny/j.php?MTID=m01961b0997b70a779399ec69873e283b>

Join by meeting number

Meeting number (access code): 1616 59 8122

Meeting password: 32ApfXn94pR

Tap to join from a mobile device (attendees only)

[+1-518-549-0500](tel:+1-518-549-0500),[,1616598122##](tel:+1-518-549-0500) US (English Menu)

Join by phone

+1-518-549-0500 US (English Menu)

Join from a video system or application

Dial [1616598122@meetny.webex.com](tel:+1-518-549-0500)

You can also dial 173.243.2.68 and enter your meeting number.

Need help? Go to <https://help.webex.com>

2.5 Addenda to Request for Proposals

In the event it becomes necessary to revise any part of the RFP during the application submission period, an addendum will be posted on the OMH website, the Grants Gateway and the NYS Contract Reporter.

It is the applicant's responsibility to periodically review the OMH website, the NYS Contract Reporter and Grants Gateway to learn of revisions or addendums to this RFP. No other notification will be given.

2.6 Eligible Agencies

Eligible Applicants are

- NYS public health law Article 28 licensed general hospitals organized as a public benefit corporation, a county-operated program, or as a not-for-profit organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code;
- Freestanding psychiatric hospitals licensed pursuant to Article 31 of NYS mental hygiene law and NYCRR Title 14 Part 582 and organized as a not-for-profit organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code;
- Additionally, applicants must currently operate programs licensed, certified or otherwise authorized by OMH and be in good standing with the Office of Mental Health, i.e., not under enhanced monitoring by OMH due to quality or compliance issues.

If unsure if your agency is an eligible applicant, contact the Issuing Officer identified in Section 2.1.

Please be advised that all questions regarding Eligibility will be responded to through the official posting of the Questions and Answers. No questions about Eligibility will be responded to either individually or prior to the posting of the Q&As.

2.7 Disqualification Factors

Following the opening of bids, a preliminary review of all proposals will be conducted by the Issuing Officer or a designee to review each proposal's submission for completeness (as defined in Section 4.2) and verify that all eligibility criteria (as defined in Section 2.5) have been met. Additionally, during the proposal evaluation process, evaluators will also be reviewing eligibility criteria and confirming that they have in fact been met. During the course of either of these review processes proposals that do not meet basic participation standards will be disqualified, specifically:

- A) Proposals from Applicants that do not meet the eligibility criteria as outlined in 2.6; or
- B) Proposals that do not comply with bid submission and/or required format instructions as specified in 2.9 or
- C) Proposals from eligible not-for-profit Applicants who have not completed Vendor Prequalification, as described in 2.8, by the "Proposal Due" date as indicated in section 2.2.

2.8 Grants Gateway Requirement

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require NFPs to register in Grants Gateway and complete the Vendor Prequalification process in order for proposals to be evaluated. Information on these initiatives can be found on the Grants Management Website, including The Vendor Prequalification Manual and an online tutorial to walk users through the process. All NFP vendors doing business with the State must be prequalified in order to submit a competitive bid in response to an RFP issued by the State. NFP contractors should go to the Grants Gateway, https://grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx, for registration and <https://grantsmanagement.ny.gov/register-your-organization#how-to-register> to complete the online form. NFPs must first register their agency on the system if they have not yet done so, which requires emailing the registration documents.

Please do not delay in beginning and completing the prequalification process. The State reserves five (5) days to review submitted prequalification applications. Prequalification applications submitted to the State for review less than five (5) days prior to the RFP due date and time may not be considered. Applicants should not assume that their prequalification information will be reviewed if they do not adhere to this timeframe.

Proposals received from eligible not-for-profit Applicants who have not been prequalified by the "Proposal Due" date and time as indicated in 2.2 cannot be evaluated; therefore, such proposals will be disqualified from further consideration.

2.9 Instructions for Bid Submission and Required Format

NOTE: For any application that does not contain all the required documentation

and/or "See Attached" responses that were to be uploaded, please be advised that the application will be reviewed and scored as submitted. For any incomplete response or missing and/or inappropriately submitted documentation, points will be deducted. It is the responsibility of the applicant to ensure, prior to submission, that the application is appropriate and complete.

PROPOSALS ARE DUE on the "Proposal Due" date as indicated in section 2.2.

Each proposal submission through the Grants Gateway is required to contain:

- Operating Budget (Appendix B)
- Budget Narrative (Appendix B1)

All applicants must be registered with the New York State Grants Gateway System (GGS) and all Not-for-Profit agencies must be prequalified prior to proposal submission.

If you are not already registered:

Registration forms are available at the GGS website:

<https://grantsmanagement.ny.gov/register-your-organization>

-

Include your SFS Vendor ID on the form; if you are a new vendor and do not have a SFS Vendor ID, include a Substitute for W-9 with your signed, notarized registration (also available from the website).

All registration must include an Organization Chart in order to be processed. When you receive your login information, log in and change your password.

If you are an applicant, and have problems complying with this provision, please contact the GGS help desk via email: Grantsgateway@its.ny.gov -- OR -- by telephone: 1-518-474-5595.

How to Submit a Proposal

Proposals must be submitted online via the Grants Gateway by the date and time posted on the cover of this RFP. Tutorials (training videos) for use of the Grants Gateway (and upon user log in): **You must use Microsoft Edge to access the Grants Gateway. Using Chrome or Firefox causes errors in the Work Plan section of the application.**

To apply, log into the Grants Gateway as a Grantee, Grantee Contract Signatory or Grantee System Administrator and click on the View Opportunities button under View Available Opportunities. To get started, in the Search Criteria, enter the Grant Opportunity name provided on the cover page of this RFP, select the Office of Mental Health as the Funding Agency and hit the Search button. Click on the name of the Grant Opportunity from the search results grid and then click on the APPLY FOR GRANT OPPORTUNITY button located at the bottom left of the Main page of the Grant Opportunity.

In order to access the online proposal and other required documents such as the attachments, you MUST be registered and logged into the NYS Grants Gateway system in the user role of either a “Grantee” or a “Grantee Contract Signatory” or a “Grantee System Administrator”.

The ‘Grantee’ role may ONLY Initiate and Save changes to the application such as add/update information to forms, upload documents while the user logged in as a ‘Grantee Contract Signatory’ or a ‘Grantee System Administrator’ role can perform all the tasks of Grantee role and in addition, can SUBMIT the application to the State. When the application is ready for submission, click the ‘Status Changes’ tab, then click the ‘Apply Status’ button under “APPLICATION SUBMITTED” before the due date and time.

For further information on how to apply, and other information, please refer to the Vendor User Manual document.

Reference materials and videos are available for Grantees applying to funding opportunities on the NYS Grants Gateway. Please visit the Grantee Documents section on Grants Management website.

Late proposals will not be accepted. Proposals will not be accepted via fax, email, hard copy or hand delivery.

Helpful Links

Some helpful links for questions of a technical nature are below.

Grants Reform Videos (includes a document vault tutorial and an application tutorial) on YouTube:

<http://www.youtube.com/channel/UCYnWskVc7B3ajjOVfOHL6UA>

(Technical questions)

Grants Team Email (Proposal Completion, Policy and Registration questions):

grantsgateway@its.ny.gov or by phone at 518-474-5595.

2.10 Minority and Women Owned Business Enterprises and Service-Disabled Veteran Owned Business Enterprises

OMH recognizes its obligation to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OMH contracts. In accordance with New York State Executive Law Article 15-A, OMH hereby establishes a 16% goal for Minority-owned Business Enterprise (“MBE”) participation, a 14% goal for Women-owned Business Enterprise (“WBE”) participation, and a 6% goal for Service-Disabled Veteran-owned Business Enterprises (“SDVOB”) participation on any award resulting from this solicitation in excess of \$25,000 for commodities and services or \$100,000 for construction. With respect to MWBEs, each award recipient must document its good faith efforts to provide meaningful opportunities for participation by MWBEs as subcontractors and suppliers in the performance of the project to be described in each grant disbursement agreement and must agree that OMH may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be

viewed at: <https://ny.newnycontracts.com>. For guidance on how OMH will determine a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

In accordance with 5 NYCRR § 142.13, each award recipient acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth herein and in its grant disbursement agreement, such finding constitutes a breach of contract and OMH may withhold payment from the award recipient as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the award recipient achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the grant disbursement agreement.

By submitting an application, an Applicant agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof in such form as OMH shall require.

Additionally, an Applicant may be required to submit the following documents and information as evidence of compliance with the foregoing:

A. An MWBE Utilization Plan, which shall be submitted in conjunction with the execution of the grant disbursement agreement except as otherwise authorized by OMH. Any modifications or changes to the MWBE Utilization Plan after the execution of the grant disbursement agreement must be reported on a revised MWBE Utilization Plan and submitted to OMH. OMH will review the submitted MWBE Utilization Plan and advise the award recipient of OMH acceptance or issue a notice of deficiency within 30 days of receipt.

B. If a notice of deficiency is issued, the award recipient will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to OMH, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OMH to be inadequate, OMH shall notify the award recipient and direct the award recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

OMH may refuse to enter into a grant disbursement agreement, or terminate an existing grant disbursement agreement resulting from this solicitation, under the following circumstances: a) If an award recipient fails to submit a MWBE Utilization Plan; b) If an award recipient fails to submit a written remedy to a notice of deficiency; c) If an award recipient fails to submit a request for a waiver; or d) If OMH determines that the award recipient has failed to document good faith efforts.

The award recipient will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements may be made at any time during the term of the project, but must be made no later than prior to the submission of a request for final payment under the grant disbursement agreement.

Each award recipient will be required to submit a Quarterly M/WBE Contractor Compliance & Payment Report to OMH over the term of the project, in such form and at such time as OMH shall require, documenting the progress made toward achievement of the MWBE goals established for the project.

2.11 Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Business

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business (SDVOB), thereby further integrating such businesses into New York State's economy. OMH 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 OMH 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, Applicants are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as proteges, or in other partnering or supporting roles.

OMH 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 Applicant/Contract would reference the directory of New York State Certified SDVOBs found at: <https://sdves.ogs.ny.gov/business-search> Additionally, following any resulting Contract execution, Contractor would be 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.

It would be required that "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of a resulting awarded Contract to be documented.

2.12 Equal Employment Opportunity

By submission of a bid or proposal in response to this solicitation, the Applicant/Contractor agrees with all of the terms and conditions of Master Contract for Grants – Standard Terms and Conditions. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Applicant will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Form # 4, to the State Contracting Agency with their bid or proposal. To ensure compliance with this Section, the Applicant will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Form # to be supplied during contracting process) identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, Contractor shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Contracting State Agency on a monthly or quarterly basis during the term of the contract. Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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. Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

2.13 Sexual Harassment Prevention Certification

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Bids that do not contain the certification may not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a statement with their bid detailing the reasons why the certification cannot be made.

A template certification document is being provided as part of this RFP.

Applicants must complete and return the certification with their bid, or provide a statement detailing why the certification cannot be made.

2.14 Instructions for completing the Capital-Based Budget in Grants Gateway

Applicants must complete an itemized Capital-Based Budget in the Grants Gateway that provides detailed projected expenses for the proposed capital project expected after the date of contract execution (for tentative date, see Section 2.2.) For Applicants convenience, reference **Appendix A** to view the format of the Capital Budget to be completed in Grants Gateway. The itemized values in the Capital Budget must clearly distinguish between expenses to be claimed under the State grant share and expenses to be covered by alternative sources of funding (if applicable). Match Funds are not required. Please use the Other Funds column to indicate amounts for any applicable funding necessary for the project other than the funds requested under this RFP. Note that the Scoping

and Predevelopment, as well as Work Capital/ Reserves categories of expenses are not eligible categories and are therefore not available for entries.

Please use the table below as reference for allowable costs under each Category of Expense in the Capital-Based Budget. This is not an exhaustive list of eligible expenses. However, any expense not listed on the table below are subject to the approval by OMH.

Category of Expense	Allowable Costs
Construction	Site work, Construction, contingency, Rehabilitation should include a 10% contingency and new construction should include 5% contingency of total construction cost.
Design	Architect fees (see definition section), Architect additional fees should be 10% of the contingency cost, engineering fees.
Acquisition	Land / building, closing costs, survey, appraisal.
Administration	Legal fees, accounting fees, as a guideline, applicants are advised to include \$20,000 for legal fees related to bond financing.
Other	Permits, site testing, insurance, owner's representative, applicants are advised to include a construction cost escalation factor to account for the length of time needed to enter into a construction contract.

Unallowable expenses include, but are not limited to:

- Costs associated with the operations of program;
- Interest, fees or other costs associated with other capital funding sources related to the proposed project;
- Costs associated with applying for or administering the OMH capital grant;
- Debt service; or
- Reimbursement of acquisition or carrying costs for property already owned by the applicant.

In the Financial Assessment of the application, the Applicant will be asked for a breakdown, explanation and justification of the projected costs included in the Capital Budget in a Budget Narrative. The Applicant will be expected to provide cost estimates and upload supporting documentation for those estimates (i.e. an estimate or estimates prepared by a design or construction professional) in response to Question 5a in Section 5.4.5.

The Applicant's Capital Budget and a Budget Narrative for the proposed capital project will account for 20% of the evaluation factor in the scoring of the application; therefore, attention to budget accuracy and sufficient justification for proposed costs will increase your project score.

Applicants must complete the entirety of their Capital Budget in Grants Gateway. Do not upload your own Capital Budget form. Failure to complete the Capital Budget in Grants Gateway may be cause to reject your proposal for non-responsiveness.

2.15 Instructions for completing the Workplan and Objectives in NYS Grants Gateway

The Workplan Overview Form will be used to create the Work Plan portion of the contract. Some of the information requested will be duplicative of information provided earlier in the application. You may copy/paste or summarize previous responses where appropriate when developing your Project Summary and/or Organizational Capacity narratives. Be sure to follow the guidance provided below.

The Work Plan Period should reflect the anticipated capital contract period. Capital contracts will be approved for a five-year term.

The Project Summary section should include a high-level overview of the project as instructed. The narrative provided in response to the executive summary requested in 5.4.1, question 1.b. is sufficient.

The Organizational Capacity section should include the information requested regarding staffing and relevant experience of staff and any applicable consultants to be involved in undertaking the proposed capital project.

The Objectives and Tasks section should identify grantee-defined objectives and tasks that are relevant to the completion of the proposed project. Instructions can be found in the Vendor User Manual in section 5.2.4
<https://grantsmanagement.ny.gov/grantee-documents>

Also, you must use Internet Explorer (11 or higher) to access the Grants Gateway. Using Chrome or Firefox causes errors in the Work Plan section of the application.

3.0 Administrative Information

3.1 Reserved Rights

OMH reserves the right to:

- Reject any or all proposals received in response to the RFP that are deemed non-responsive or do not meet the minimum requirements or are determined to be otherwise unacceptable, in the agency's sole discretion;
- Withdraw the RFP at any time, at the Agency's sole discretion;
- Make an award under the RFP in whole or in part and otherwise make funding decisions that maximize compliance with and address the outcomes and priorities identified in this RFP;
- Disqualify an Applicant whose conduct fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals for the purposes of assuring a full understanding of the responsiveness to the solicitation requirements;
- Use proposal information obtained through the State's investigation of an Applicant's qualifications, experience, ability or financial standing, and any

material or information submitted by the Applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;

- Prior to the bid opening, direct Applicants to submit proposal modifications addressing subsequent RFP amendments;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, supply additional information, or extend any of the scheduled dates or requirements and provide notification to potential Applicants via the OMH website and the New York State (NYS) Contract Reporter;
- Eliminate any non-material specifications that cannot be complied with by all of the prospective Applicants;
- Change any of the scheduled dates;
- Waive any requirements that are not material;
- Negotiate any aspect of the proposal within the Scope of the RFP in order to assure that the final agreement meets OMH objectives;
- Conduct contract negotiations with the next responsible Applicant, should the agency be unsuccessful in negotiating with the selected Applicant within fifteen (15) business days from notification of selection for award. This is to include completion of all required documents and signature of the contract;
- Require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors for the purpose of assuring a full and complete understanding of an Applicant's proposal and/or to determine an Applicant's compliance with the requirements of the solicitation;
- Conduct a readiness review of each selected Applicant prior to the execution of the contract as set forth in Section 4.3
- Rescind awards should awardees fail to meet prescribed timeframes for contract development and /or signature; and
- Cancel or modify contracts due to the lack of fiscal appropriations.
- Award the funding in a manner that best achieves the goals and intent of the RFP, including a distribution that best achieves access to the various types of inpatient psychiatry beds/units geographically within the limits of available funding. This includes the right to make initial awards that are lower than the amount requested and the right to make awards up to the full amount of the funding available. If the RFP is not fully awarded, we reserve the rights to reprocure the unawarded funds or redistribute the remaining funds evenly among the awardees up to an individual applicant's total budget.
- Prior to executing a contract, determine a final award amount based upon the terms, requirements and intent of the RFP, the final scope approved by OMH, and actual construction costs.

3.2 Debriefing

The OMH will issue award and non-award notifications to all applicants. Non-awarded applicants may request a debriefing in writing requesting feedback on their own proposal, within 15 business days of the OMH dated letter. OMH will not offer ranking, statistical, or cost information of other proposals until after the NYS Office of the State Comptroller has approved all awards under this RFP. Written debriefing requests may be sent to the Designated Contact, as defined in Section 2.1.

3.3 Protests Related to the Solicitation Process

Protests of an award decision must be filed within fifteen (15) business days after the notice of conditional award or non-award, or 5 business days after debriefing. The Commissioner or her designee will review the matter and issue a written decision within twenty (20) business days of receipt of the protest.

All protests must be in writing and must clearly and fully State the legal and factual grounds for the protest and include all relevant documentation. The written documentation should clearly State reference to the RFP title and due date. Such protests must be submitted to:

NYS Office of Mental Health
Ann Marie T. Sullivan, M.D., Commissioner
44 Holland Avenue
Albany, NY 12229

3.4 Term of Contracts

Contracts for Capital Construction costs will be developed in accordance with the process outlined in Section 4.3.1, upon approval of the capital projects costs by OMH and the Division of Budget (DOB). The term of such contracts shall be determined as part of the contract development process.

The State's Prompt Contracting and Vendor Responsibility provisions require all State agencies to complete contract development and the signatory process in accordance with statutorily prescribed timeframes. It is expected that awardees will be available and prepared to respond within the statutorily required timeframes. Awardees who cannot meet the prescribed timeframes for contract development and/or signature may, at the OMH's sole discretion, be denied funds awarded to it under this RFP.

For the anticipated start date, see section 2.2. OMH reserves the right to change the first year's contract term, as stated above. Selected Applicants awarded a contract under this RFP will be required to adhere to all terms and conditions in OMH's Master Grant Contract. The Master Contract Form is available on the Grants Gateway.

The OMH Master Grant Contract Forms and instructions are available at:
www.omh.ny.gov/omhweb/resources/providers/directcontract/.

3.5 Bid Response

Neither the State of New York or OMH shall be responsible for the costs or expenses incurred by the applicant in preparation or presentation of the bid proposal.

3.6 Acceptance of Terms and Conditions

A bid, in order to be responsive to this solicitation, must satisfy the specifications set forth in this RFP. A detailed description of this format and content requirements are presented in Section 2.8 of this RFP.

3.7 Freedom of Information Requirements

All proposals submitted for OMH's consideration will be held in confidence. However, the resulting contract is subject to New York State Freedom of Information Law (FOIL). Therefore, if an applicant believes that any information in its bid constitutes a trade secret or should otherwise be treated as confidential and wishes such information not be disclosed if requested, pursuant to FOIL (Article 6 of Public Officer's Law), the applicant must submit with its bid, a separate letter specifically identifying the page number(s), line(s), or other appropriate designation(s) containing such information explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an applicant to submit such a letter with its bid identifying trade secrets will constitute a waiver by the applicant of any rights it may have under Section 89(5) of the Public Officers Law relating to the protection of trade secrets. The proprietary nature of the information designated confidential by the applicant may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire bid be kept confidential is not advisable since a bid cannot reasonably consist of all data subject to a FOIL proprietary status.

4.0 Evaluation Factors for Awards

4.1 Evaluation Criteria

All proposals will be reviewed and scored based on an evaluation of each Applicant's written submission as well as OMH internal reviews.

The Evaluation will apply points in the following categories, as defined in Section 5.4.

Technical Evaluation	Points
Population	15
Description of Program	10
Implementation	20
Capital Project Funds	15
Agency Performance	10
Diversity, Equity and Inclusion and Peer Support	10
Financial Assessment	20
Total Proposal	100

For a detailed description of evaluation criteria for the Technical Evaluation and the Financial Assessment components, see Section 5.0

4.2 Method for Evaluating Proposals

Designated staff will review each proposal for completeness and verify that all eligibility criteria are met. If a proposal is not complete or does not meet the basic eligibility and participation standards as outlined in Sections 2.5 and 2.6, the proposal will be

eliminated from further review. The Applicant will be notified of the rejection of its proposal within 10 working days.

Evaluation of proposals will be conducted in two parts: Technical Evaluation and Financial Assessment. OMH's evaluation committee, consisting of at least three technical evaluators, will review the technical portion of each proposal and compute a technical score. A fiscal score will be computed separately based on the Capital Budget and Budget Narrative in Grants Gateway.

Evaluators may then meet to discuss the basis of those ratings. Following the discussion, evaluators may independently revise their original score in any section. Once completed, final Technical Evaluation scores will then be recalculated, averaged, and applied to the final Financial Assessment score to arrive at final scores. Any proposal not receiving a minimum final score of 70 will be eliminated from consideration.

In case of a tie in the scoring process, the proposal with the highest score on the Section 6.3 "Implementation" will be ranked higher.

4.3 Process for Awarding Contracts

4.3.1 Initial Awards and Allocations

OMH will review and evaluate funding proposals submitted by an eligible Applicant per the criteria set forth in Section 5.4 of this RFP.

Applicants will be rated based on their final total score. Applicants that receive a final total score of less than 70 will be ineligible to receive capital funding. \$50 million in capital funding will be awarded through this RFP. Up to ten (10) awards will be made totaling up to \$5 million each.

4.3.2 Regional Award and Funding Amount Targets

Five (5) awards will be dedicated to New York City (NYC) and five (5) awards will be dedicated for the Rest of New York State (ROS). Awards will be issued in NYC or ROS in rank score order until all 5 awards are made based on the below prioritization. If there are fewer than 5 applications with a passing score in either NYC or ROS and greater than 5 passing awards in the other region (NYC or ROS, respectively) applications with passing scores will be awarded based on prioritization and rank score order until all ten (10) awards are issued. If less than ten passing applications are received, OMH may increase the award amount of the passing applications in order to fully expend the \$50 million available.

Awards will be made to applicants with passing scores in rank score order, subject to the following minimum award and unit targets per system focus or region:

To support unmet need for inpatient care for individuals dually diagnosed I/DD+MH, awards will be issued first for:

- 1 unit for adults dually diagnosed with intellectual/developmental disabilities – statewide
- 1 unit for children dually diagnosed with intellectual/developmental disabilities - statewide, excluding Central RPC Region (Onondaga, Oneida, Oswego,

Madison, Cortland, Cayuga counties)

To support unmet need for inpatient care for young people, awards will be issued second for:

- 2 units for children and/or youth - NYC
- 2 units for children and/or youth – ROS

To support inpatient expansion throughout NYS, awards will be issued third for any passing applications until 10 awards are made.

If any awards for inpatient units are not awarded, awards will be issued fourth for hospitals applying to add at least four (4) beds to an existing inpatient psychiatry service at a maximum award of \$1 million per hospital.

4.3.3 Reallocation Process

There are factors that may result in the awarded funding being rescinded and reallocated. These include, but are not limited to, an OMH determination that the agency has failed to adequately progress a project within 18 months of the award notification date; failure to obtain OMH licensure; an OMH determination that the project is not feasible; or an OMH determination that a lease for a site is not minimally commensurate with the bond amortization and said lease cannot be renegotiated. By submitting a response to this RFP, an agency acknowledges that any determination to rescind and/or reallocate funding is solely at the discretion of OMH. An agency will be provided notification if the awarded funding is to be rescinded and reallocated. By submitting this application, the applicant commits to complying with and obtaining licensure through the OMH; Regulation Part 580 or 582 of 14 NYCRR.

In the instance of reallocation of funding, OMH will issue awards to any passing applications that were not awarded in the first funding round. If no unawarded applications remain, OMH may go back to the top of the list in rank order to offer additional funding as needed, in furtherance of the goals of this RFP.

4.3.4 Award Notification

At the conclusion of the procurement, notification will be sent to all successful and non-successful Applicants.

The award is further subject to the submission and approval of a Prior Application Review (PAR) application as necessary. The PAR process will require Applicants to provide proof that they have sufficient authorization and control to undertake the capital project at the project site. In order to determine that the Applicant owns, leases, or otherwise has control over the site where the project will be located, Applicants must provide a copy of the deed or lease for the site as part of the PAR. Additionally, if the Applicant is leasing the project site, a Letter of Support from the site owner to conduct proposed work will be required as part of PAR process. If the site is not under the Applicant's control, proof that the lease for the site is minimally commensurate with the bond amortization will also be required.

OMH reserves the right to conduct a readiness review of the selected Applicant prior to the execution of the contract. The purpose of this review is to verify that the Applicant is

able to comply with all participation standards and meets the conditions detailed in its proposal.

Once an Applicant is notified of an award through this RFP, they may also be required to submit an "Appraisal & Feasibility Request Form." The Bureau of Housing Development and Support staff will review this information and may contact the agency for further information regarding the planned capital improvements and/or to arrange a visit to the site. If the site is acceptable, OMH will order a feasibility study to further evaluate the proposed plan.

The Capital Budgets of awardees are subject to approval by the Bureau of Housing Development and Support after further analysis of each individual project before the Capital Budget is finalized.

Finally, should the cost of the capital project exceed the OMH award, applicants must demonstrate they have secured the full funding to complete the project before the OMH contract will be executed. Capital contracts will be finalized when the Division of the Budget (DOB,) the NYS Attorney General and the Office of State Comptroller approval is received. Neither OMH nor the State of New York is liable for any expenditure incurred or made by an Applicant until the applicable action(s) listed above occur.

5.0 This capital funding is made available as interest free construction financing and it must be repaid with a Dormitory Authority of the State of New York (DASNY) bond mortgage. Scope of Work

5.1 Introduction

The goal of this RFP is to identify a healthcare organization that can provide trauma-informed, family-centered, equitable and accessible inpatient care for children, adolescents and adults in New York State. In collaboration with the Office of Mental Health, the healthcare organization will provide inpatient services that rapidly stabilize behaviors, treat symptoms and provide the skill building and discharge planning and coordination needed to return to community-based settings.

5.2 Program Objectives and Scope

The funds awarded in this RFP are intended to develop new inpatient psychiatry beds. Hospitals may apply to start new inpatient psychiatry units or to expand existing psychiatry services. Applicants do not need to have existing inpatient psychiatry services to be eligible to apply. If providers intend to expand existing psychiatry services, the expansion must provide at least four (4) new beds. Funds cannot be used to renovate existing units.

The proposed inpatient program must aim to provide compassionate, trauma-informed, and patient-centered care to individuals with acute mental health challenges and, as appropriate, their families. The inpatient program should focus on comprehensive assessment, individualized treatment planning, and therapeutic interventions tailored to meet the unique needs of each individual. The primary goals

of inpatient treatment are to evaluate, understand the underlying causes of the individual's clinical difficulty leading to admission, and to develop a treatment plan to address acute stabilization, aftercare needs, and promote mobilization of pre-existing supports within individual's system of care post-discharge.

For program serving children and adolescents, educational supports should be integrated into the program.

Staff Qualifications and Training

The bidding organization must demonstrate that their staff members are appropriately trained and qualified to work with individuals with psychiatric conditions. Staff training should include best practices in psychiatric care, including de-escalation techniques, trauma-informed care, and cultural competence.

Safety and Security Measures

Inpatient treatment is typically reserved for those individuals whose mental health condition has reached a level where they pose a risk of harm to themselves or others. As such, the inpatient program should prioritize safety and security including dissemination of best practices, cultivation of a safety-first culture, patient and family-center teamwork to optimizing communication, a safe physical and psychological environment, and measures to ensure safe de-escalation of crisis situations.

Therapeutic Environment and Activities

The program should create a nurturing and therapeutic environment within the unit, designed to make individuals feel safe and valued. Assessment and treatment should focus on strengths. The environment of care must be functional and supportive of patient care to ensure quality care and safety. Elements of the environment of care include the area of the building where the unit is located, any adjoining treatment space, equipment used to support services or the operation of the building and the people, including those who work within the organization, the patients, family, and anyone else who enters the treatment environment. A thoughtful proposal includes addressing the following:

- Environment of care that complies with Office of Mental Health regulations
- An environment of care that creates surroundings that support the dignity of the individual patient and permit ease of interaction
- Security for individuals and their belongings.
- Size and configuration of treatment space that allows for high-quality treatment.
- Meeting room(s) large enough for family/stakeholder meetings
- Appropriate space design utilization allowing staff supervision of patients while maintaining appropriate privacy.
- An environment of care that creates surroundings that support the dignity of the individual patient and permit ease of interaction.
- Supervision and oversight of patients that are balanced against individuals' rights to privacy.
- A range of age-appropriate therapeutic activities, such as expressive therapies and recreational activities.
- Capacity for accessibility modifications for those with mobility devices and wheelchairs.

- Availability of language access services and assistive technology as needed for full participation in the treatment environment.

Clinical Treatment

Clinical treatment should utilize a team-based clinical formulation/conceptualization, based on comprehensive assessment and evidence-based and evidence-informed treatments matched to the presenting issue. Clinical treatment methods include the following as appropriate:

- Modalities of evidence-based treatment specific to the psychiatric, educational, developmental, and medical disorders as the focus of treatment.
- Measurement-based care using individualized goal attainment scaling and repeated use of standardized measures.
- Family treatment prioritized throughout the admission as appropriate. For children and adolescents, regular family treatment is prioritized with a goal of family therapy twice per week at a minimum.
- Services that use a mixed methods approach, including telehealth and web-based communication based on individualized considerations.
- Creation and maintenance of strong partnerships with families as appropriate, oversight agencies, advocates, and community providers result in lower lengths of stays and smooth and successful transitions back to home, community, and school as applicable.
- Peer advocate services, including adult, youth, and family as appropriate
- Inpatient interventions should be selected with consideration for the capacity of aftercare providers to continue or complete treatment courses initiated during hospitalization.

Medication Management

The proposed program must adhere to best practices in medication management, ensuring appropriate assessment, administration, monitoring of medications when necessary, and prevention and reduction of polypharmacy.

5.3 Reporting Requirements

Agencies must conform to all OMH fiscal reporting requirements as outlined in the “Consolidated Fiscal Reporting and Claiming Manual.” These guidelines are available at: http://www.oms.nysed.gov/rsu/Manuals_Forms/Manuals/CFRManual/documents/FINAL-MANUAL050218.pdf.

Agencies awarded these funds will be required to adhere to any reporting requirements OMH may subsequently develop.

5.4 Funding

Funding is available for the capital development costs associated with the acquisition of property, construction and/or rehabilitation of new or existing facilities. Capital development costs may include, but not limited to, cost of planning and consultants, construction, renovation, acquisition and equipment needed to complete capital

project. Refer to Sections 2.13 and 4.3 for additional information. If the plan will exceed the award of \$5M, capital funds for the remainder of the award must be identified.

Costs associated with the project that are incurred prior to the date of a capital contract execution may not be reimbursed from grant funds.

Applicants are reminded that the funding for capital development is contingent upon the continued availability of State appropriations.

This RFP is exclusively for capital funding and does not provide operating funds. Applicants are expected to identify potential sources for operating funding to demonstrate fiscal sustainability. No assurance is made by OMH to provide operating funding to meet all program expenses.

6.0 Proposal Narrative

When submitting proposals for funding under this RFP, the narrative must address all of the questions listed below, in the following order:

6.1 Population

6.1.a Describe the age range and population that the proposed unit will serve, specifically a general psychiatric unit or a specialized psychiatric unit serving individuals dually-diagnosed with mental health disorders and developmental disabilities. Describe your understanding of the service needs and approach based on experience and collected service area data, for addressing the needs of individuals in need of inpatient psychiatric care, including those who may have limited support networks and/or resources, and who may not otherwise be engaged in services. Include a description of the engagement practices and strategies to be used and targeted to meet the needs of the populations being served.

6.1.b. Describe where the inpatient psychiatric unit will be located and the catchment/service area. Using available quantitative data, describe the need for an inpatient psychiatric unit in your service area, including but not limited to the projected number of individuals served per month that would otherwise be served in an emergency department or similar crisis setting, and the methods used to project these numbers.

6.2 Description of Program

Provide a description of the proposed program including the number of inpatient psychiatric beds the applicant intends to develop. The program description should include the program elements mentioned section in 5.1, **but should not be a reiteration of section 5.1 above.** Your response should address the specific needs of the population you are proposing to serve including: adults, adults with co-occurring I/DD, children or adolescents, children or adolescents with co-occurring I/DD. Also state your commitment to creating an inpatient program to be licensed by OMH under 14 NYCRR XIII Part 580 or Part 582.

6.3. Implementation

Provide an implementation plan addressing the following elements. Your response should address the specific needs of the population you are proposing to serve: adults, adults with co-occurring I/DD, children or adolescents, children or adolescents with co-occurring I/DD.

6.3.a. Identify the anticipated referral sources for the program. Provide any linkage agreements or Memorandums of Understanding (MOU) with referral sources, if available. Include the process for referrals and interface with referral sources including but not limited to: OMH Field Offices, Single Point of Access, Health Homes, outpatient mental/behavioral health practitioners, Comprehensive Psychiatric Emergency Program, School Counselors, Managed Care Organizations (MCO's), Private Insurers, Mobile Crisis, Emergency Departments, Clinics, Local Hospital Systems, Law Enforcement, Self-Referrals, etc.

6.3.b. Describe admission criteria and orientation procedures for the operation of the inpatient psychiatric unit. Describe Utilization Management (UM) policies and procedures for individuals enrolled in Medicaid Managed Care. State your commitment to serve individuals that meet admission criteria regardless of special population status, including, but not limited to: LGBTQ and gender-nonconforming individuals, individuals who are dually diagnosed, individuals who are unhoused, individuals who have a justice involved history and, for children and adolescents, individuals involved in the child welfare system.

6.3.c. Describe individual assessment procedures and the development of a person centered, strength-based individualized treatment plan. Describe how the treatment plan will address the needs of the individual's service needs and include how identified supports, which may include family, will be involved in the service planning and implementation. Attach a copy of any individual assessment tools and a completed sample treatment plan with identifying information redacted.

6.3.d. Describe discharge procedures, including the agency's approach to facilitate an individual's return to a stabilized level of functioning including connections to community services and supports identified by the individual receiving services. Describe how communication and coordination with partners will begin at the time of admission and foster continuity of care between the hospital and community providers. Describe how discharge planning will involve existing providers, and new or existing care coordination services. Describe how discharge planning will involve coordination with Single Point of Access (SPOA) or Children's Single Point of Access (C-SPOA), as needed. Describe how collaboration with community partners will take place, e.g., timing of discharge planning meetings. How will discharge planning meetings reduce role confusion between systems of care, strengthen and support follow-up with aftercare providers and/or referrals? Attach completed sample discharge plan.

6.4 Capital Project Funds

6.4.a. Provide a brief overview of the capital project for which funding is being

requested while incorporating information related to:

- 1) A brief description of the project as it relates to obtaining or having site control, acquisition, construction and rehabilitation;
- 2) The specific address/location of the project, if available. Provide the proposed county where the site will be located, as well as the county/counties and OMH region(s) that will be served.
- 3) Describe the existing and/or proposed structure, square footage, physical space/layout as identified in 14 NYCRR XIII Part 580 . Include any other pertinent physical characteristics of the site. Attach/upload design drawings, if available.

6.4.b. If the Applicant were to receive Capital funding, please describe the following:

- 1) How the applicant plans to fully fund the capital project if this award is not sufficient to cover the entire cost of the proposal.
- 2) how the applicant plans to fund the on-going operation of the inpatient psychiatric unit; and
- 3) what initial and ongoing marketing strategies would be used to inform the community and referral sources of the services provided within this program.

6.5 Agency Performance

Applicants will be scored on either 6.5.c or 6.5.d, as applicable.

6.5.a. Provide a brief summary of the healthcare organization/agency, the services for which the agency is licensed and provides, and the population(s) served. Describe how these experiences demonstrate the agency's experience and qualification for operating a new inpatient psychiatry service.

6.5.b. Describe the agency's organizational structure, administrative and supervisory support for services to be provided by inpatient service – include the governing body, and any advisory body that supports the organization and effective service provision.

6.5.c. Applicants that hold a current OMH license for inpatient psychiatry services must provide an overview of the agency's experience in providing inpatient psychiatry services to individuals with a serious mental illness, serious emotional disturbance or both. In the narrative incorporate information from recent licensing visits to demonstrate that your agency operates inpatient services in accordance with OMH and Joint Commission guidelines. Agencies must note their average length of stay, readmission statistics and ability to discharge individuals into community settings, including housing and appropriate outpatient services.

Applicants that are not current NYS OMH Inpatient providers will respond N/A to this question and will respond to Question 6.5d.

6.5.d. Applicants that do not hold a current OMH license for inpatient psychiatry

services must describe their agency's experience with and ability to serve individuals recovering from a serious mental illness or serious emotional disturbance in other levels of care (e.g., Clinic, partial hospitalization program, emergency services, etc.) and must include information from recent licensing visits from other OMH licensed or funded programs to demonstrate that your agency operates services in accordance with OMH guidelines.

6.6 Diversity, Equity, Inclusion and Peer Support

This section describes the commitment of the entity to advancing equity. OMH is committed to the reduction of disparities in access, quality, and treatment outcomes for historically marginalized populations as well as centering and elevating the voice of individuals with lived experience throughout the system.

6.6.a Commitment to Equity and the Reduction of Disparities in Access, Quality and Treatment Outcomes for Marginalized Populations

1. Provide a mission statement for this project that includes information about the intent to serve individuals from marginalized/underserved populations in a culturally responsive trauma-informed way.
2. Identify the management-level person responsible for coordinating/leading efforts to reduce disparities in access, quality, and treatment outcomes for marginalized populations.
3. Identify the management-level person responsible for coordinating/leading efforts to ensure incorporation of feedback from participants in services in continuous agency improvement. Information provided should include the individual's title, organizational positioning and their planned activities for coordinating these efforts).
4. Provide the diversity, inclusion, equity, cultural and linguistic competence plan for this program (as outlined in the National CLAS Standards). Plan should include information in the following domains:
 - workforce diversity (data-informed recruitment);
 - workforce inclusion;
 - reducing disparities in access quality, and treatment outcomes in the patient population;
 - soliciting input from diverse community stakeholders, organizations and persons with lived experience.
 - efforts to adequately engage underserved foreign-born individuals and families in the project's catchment area as identified.
 - how stakeholder input from service users and individuals from marginalized/underserved populations was used when creating the diversity, inclusion, equity, cultural and linguistic competence plan.

Discuss how the plan will be regularly reviewed and updated.

6.6.b Equity Structure

1. Describe the organization's committees/workgroups that focus on reducing disparities in access, quality, and treatment outcomes for marginalized populations (diversity, inclusion, equity, cultural/linguistic competence).
2. Describe the organization's committees/workgroups that focus on incorporating participants of services into the agency's governance. Note - it is important to describe how membership of any such committee/workgroup includes people with lived experience and representatives from the most prevalent cultural groups to be served in this project.

6.6.c. Workforce Diversity and Inclusion

Describe program efforts to recruit, hire and retain a) staff from the most prevalent cultural group of service users and b) staff with lived experience with mental health and receiving mental health services.

6.6.d. Language Access

Describe efforts to meet the language access needs of the clients served by this project (limited English proficient, Deaf/ASL). This information should include the use of data to identify the most prevalent language access needs, availability of direct care staff who speak the most prevalent languages, the provision of best practice approaches to provide language access services (i.e., phone, video interpretation). Also, include information about efforts to ensure all staff with direct contact with clients are knowledgeable about using these resources. Additionally, provide information about the plan to provide documents and forms in the languages of the most prevalent cultural groups of its service users (consent forms, releases of information, medication information, rights, and grievances procedures).

This section should also include information related to:

- addressing other language accessibility needs (Braille, limited reading skills);
- service descriptions and promotional material.

6.6.e. Recovery Values

Describe the agency or program's plan to espouse recovery and resilience-oriented values into practice.

6.6.f. Collaboration with Diverse Community Based Stakeholders/Organizations

For this project, describe proposed efforts to partner, collaborate with and include diverse, culturally relevant community partners in service provision and in the gathering of stakeholder input. This includes information about subcontracting entities (if applicable) and other efforts to ensure government resources reach organizations and populations that are historically economically marginalized,

including those that are peer run.

6.7 Financial Assessment

6.7.a. The Applicant must complete the Capital Budget for the proposed capital acquisition, construction and/or rehabilitation project in Grants Gateway. **Applicant must upload all supporting documentation for cost estimates.**

6.7.b. The Applicant must complete a Budget Narrative (Appendix A1,) which provides detailed explanation and justification for the cost estimates provided in the Capital Budget completed in the Grants Gateway. The Applicant should upload and refer to supporting documentation for the cost estimates, where applicable. The Applicant must include in the narrative the calculation or logic that supports the budgeted value of each itemized entry. Include details in the narrative such as, any purchases that would need to be made, services that would need to be contracted, and permits, approvals or permission that would need to be secured or have already been secured. OMH Bureau of Housing Development and Support will work with selected providers as projects progress to refine what is supplied here. If the total cost of the project exceeds the amount of funding being requested, identify which costs the Applicant intends to cover with additional funding and describe how the agency has or will secure(d) additional funding to complete the project. If the Applicant has supporting documentation related to additional funding, it may be attached. Finally, the Applicant must include in the Budget Narrative a description of how the Applicant will undertake and complete the project.

6.7.c. Using Appendix B, develop an Operating Budget in the identified column on the Budget template. Assume a full year of operating funds. Identify all sources of income for reimbursement of the proposed crisis program. Sources may include but are not limited to: grants, Medicaid Managed Care (negotiated rates with State guidance to be issued), private pay clients, and local aid. Show all sources of income. Applicants should list staff by position, full-time equivalent (FTE), and salary.

6.7.d. Using the Budget Narrative (Appendix B1), describe how your agency manages its operating budget. Applicants must complete a Budget Narrative which should include the following:

- detailed expense components that make up the total operating expenses;
- the calculation or logic that supports the budgeted value of each category;
- description of how salaries are adequate to attract and retain qualified employees; and
- detailed description of the program's financial sustainability.

Use the Operating Budget (Appendix B) and the Budget Narrative (Appendix B1) to submit with your proposal. The Operating Budget (Appendix B) format is available in Grants Gateway and a sample can be viewed on the OMH website. Do **not** substitute your own budget format. **Failure to complete the Operating Budget using the correct form may cause to reject your proposal for non-responsiveness.**

6.7.e. Describe the fiscal viability and health of the applicant agency. Include the history of successfully management of public grant funding.

6.7.f. In the past three years, has the applicant agency been audited or reviewed by a government agency? If so, what was the result? Describe any negative findings and how they were resolved. Indicate if audited financial statements have been prepared for the applicant agency within the past twelve months and if the audit resulted in an unqualified, or “clean” opinion. If the audit resulted in a qualified opinion, please describe.

Assembly Resolution No. 715

BY: M. of A. Heastie

amending Assembly Resolution R 2002 of 2008
establishing a plan setting forth an itemized list
of grantees for the New York State Capital
Assistance Program established pursuant to an
appropriation in the 2008-09 state fiscal year and
in Part QQ of chapter 57 of the laws of 2008

RESOLVED, That pursuant to and as required by the New York State
Capital Assistance Program established in Part QQ of chapter 57 of the
laws of 2008 and by section 5 of chapter 53 of the laws of 2008 enacting
the Education, Labor and Family Assistance Budget, amending the New York
State Urban Development Corporation Projects appropriating monies for
the New York State Capital Assistance Program in accordance with the
following plan and as adopted by Assembly Resolution 2002 of 2008, as
amended by Assembly Resolutions 1603 of 2016, 445 of 2021 and 1074 of
2022

..... [303,045,000] **340,545,000**

Albany Medical Center	1,000,000
Alphapointe	1,200,000
AMDeC Foundation, Inc.	1,500,000
Asphalt Green, Inc.	250,000
Bedford Stuyvesant Family Health Center	1,000,000
Bank Street Teachers College	1,500,000
Bethel Woods Center for the Arts, Inc.	1,500,000
Boys & Girls Club of Ulster County, Inc.	3,000,000
Brentwood Public Library	500,000
Bronx Children's Museum	2,000,000
Brookdale Hospital Medical Center	350,000
Brooklyn Academy of Music	2,000,000
Brooklyn Conservatory of Music	2,000,000
Brooklyn Public Library	2,000,000
Buffalo Heritage Carousel, Inc.	600,000
Capital Region Aquatic Center	2,500,000
Caribbean American Chamber of Commerce and Industry, Inc.	500,000
Carnegie Hall	3,000,000
Centerstate Corporation for Economic Opportunity	1,000,000
Centerstate Corporation for Economic Opportunity	4,000,000
Children's Museum of Manhattan	1,000,000
City of Buffalo - Neighborhood Renewal	15,000,000

City of Buffalo 1,000,000
 City of Ithaca, Department of Planning and
 Development - Inlet Dredging Project 2,000,000
 City of Middletown 2,000,000
 City of Niagara Falls 500,000
 City of North Tonawanda - Buffalo Bolt/Roblin Street
 Access 1,200,000
 City of Oneonta - Bresee Building and
 Veteran's Memorial Walkway 1,350,000
 City of Rochester - Blue Cross Arena 3,500,000
 City of Rye - Flood Mitigation 400,000

 City of Yonkers Department of Planning &
 Development - Yonkers High Tech Incubator 500,000
 City of Yonkers: Department of Parks,
 Recreation & Conservation - Southwest
 Yonkers Community Center 150,000
CNY Regional Market Authority 2,000,000
Coddington Road Community Center, Inc. 4,200,000
Community Center of Northern Westchester, Inc. . 2,000,000
 Cortland Downtown Partnership - Business Incubator 300,000
 Cortland Regional Medical Center 450,000
 Cultural Museum of African Art, Inc. - The
 Eric Edwards Collection 1,000,000
 El Museo del Barrio 5,000,000
 El Puente De Williamsburg, Inc. 250,000
 Ellis Hospital 1,000,000
 Everson Museum of Art of Syracuse and Onondaga Co 1,500,000
 First Snyder Corporation - Hyatt Regency Hotel, B1,700,000
 Good Shepherd Services 250,000
 Greater Harlem Housing Development Corp. 650,000
 Harlem Congregations for Community Improvement ... 500,000
 HASC Center, Inc. 250,000
HASC Center, Inc. 5,000,000
 Hispanic Heritage Council of Western New York, In 2,500,000
 Hudson Opera House, Inc. 500,000
 Institute for Basic Research in Developmental Disabilities
 500,000
 Intrepid Sea, Air & Space Museum 1,000,000
 Irish Arts Center 1,000,000
 Jacobi Medical Center 1,000,000
 Jewish Museum, The 275,000
John Diaz Community Center, Inc., The 2,500,000
Joyce Theater Foundation, Inc., The..... 1,000,000
 Kings Bay YM-YWHA, Inc. 250,000
 Lesbian, Gay, Bisexual & Transgender Community Ce 2,000,000

Livingston Manor Fire District 700,000

**Loft: The Lesbian and Gay Community Services Center, Inc.,
The 2,000,000**

Long Island MacArthur Airport 1,300,000

Lower East Side Girls Club 1,500,000

Lower East Side Girls Club 500,000

Lower East Side Girls Club 250,000

Maimonides Medical Center 3,000,000

Mercy Flight Central 100,000

Metropolitan Development Association
-Hancock Airspace Park 8,000,000

Mid-Island Little League 2,000,000

Centerstate Corporation for Economic Opportunity 3,000,000

Mohawk Valley EDGE - Marcy Nanocenter 10,000,000

Mohawk Valley Latino Association, Inc. 500,000

Montefiore Medical Center..... 5,700,000

Morris Heights Health Center 9,000,000

Morris Heights Health Center 1,000,000

Morris Heights Health Center 1,000,000

Morrisville College Foundation 7,000,000

Museum of National History 5,000,000

New Settlement Apartments 1,000,000

New York Botanical Gardens 2,000,000

New York Botanical Gardens 1,000,000

New York City Board of Education 500,000

New York City Department of Parks &
Recreation - Coney Island Boardwalk 10,000,000

New York City Department of Parks &
Recreation Park Administration - Greenbelt
Perimeter Design and Enhancement 450,000

New York Public Library, Astor, Lenox and
Tilden Foundations 375,000

New York Shakespeare Festival 250,000

New York State Federation of Growers and
Processors Association, Inc. - Kingston
Migrant Daycare Center 2,150,000

New York State Legislative Bill Draft[6,000,000]i**2,000,000**

New York State Office of Parks, Recreation
and Historic Preservation - Denny Farrell
Riverbank State Park 1,000,000

New York Structural Biology Center 5,000,000

New York United Jewish Association, Inc. 250,000

New York University 10,000,000

Niagara Frontier Transportation Authority --
Niagara Falls International Airport 1,000,000

North Syracuse Central School District 520,000
 Onondaga County Department of Emergency
 Communications 1,000,000
 Onondaga Historical Association 3,000,000
 Proctor's Theatre 500,000
 Queens Borough Public Library 6,000,000
 Queens Botanical Garden Society, Inc. 1,000,000
 Queens Museum of Art 15,000,000
 Renaissance Youth Center 500,000
Rochester Broadway Theatre League, Inc.2,000,000
 Rochester Institute of Technology 2,000,000
 Roscoe-Rockland Fire District 600,000
 S.A.F.E. Foundation, Inc. 500,000
 Seventh Regiment Armory Conservancy, Inc. 1,000,000
 Simon Wiesenthal Center 1,500,000
 Snug Harbor Cultural Center 500,000
 Southeast Works -- Low Income Housing for
 Developmentally Disabled 300,000
 St. Francis College 2,000,000
 St. Francis College 1,000,000
 St. George Theatre Restoration, Inc. 1,000,000
 State University Construction Fund - SUNY Fredoni 1,000,000
 Staten Island Mental Health Society 2,000,000
 SUNY Binghamton -- Center of Excellence 15,000,000
 SUNY Institute of Technology 7,500,000
 Syracuse University - Connective Corridor 10,000,000
 The Benjamin Center - SUNY New Paltz 500,000
 The Educational Alliance, Inc. 1,000,000
 The Research Foundation of the State
 University of New York -SUNY Albany 7,500,000
 The Solar Energy Consortium 750,000
 Theodore Roosevelt Inaugural Site Foundation 700,000
 Together We Are 750,000
 Town of Bethlehem - Technology Park Infrastructur 3,000,000
 Town of Chili - Highway Department Building 6,000,000
 Town of Haverstraw - Infrastructure Upgrades ... 1,425,000
 Town of Orangetown - Flood Mitigation 1,200,000

Underground Railroad Education Center 2,000,000
 United Charities Corporation 1,200,000
 United Jewish Organization of Williamsburg, Inc. . 250,000
 Universal Hip Hop Museum 2,000,000
Universal Hip Hop Museum2,000,000
 University of Rochester Medical Center 25,000,000
 Village of Hudson Falls 250,000
 Village of Mamaroneck - Flood Mitigation 400,000

Watervliet Arsenal Business & Technology Partners 4,000,000
Wildlife Conservation Society 1,000,000
WNYC National Public Radio 2,000,000
Young Men's Christian Association of Greater New 1,000,000
Young Men's Christian Association of Greater New 3,600,000
Young Men's & Young Women's Hebrew Association ... 500,000

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LEASE AGREEMENT

BY AND BETWEEN

**THE STATE OF NEW YORK,
ACTING BY AND THROUGH ITS AGENT,**

**THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK,
AND
Montefiore Medical Center**

FOR PREMISES LOCATED AT:

PART OF BUILDING #37, BRONX PSYCHIATRIC CENTER
1500 WATERS PLACE
BRONX, NEW YORK
PIN: _____

MONTEFIORE MEDICAL CENTER
111 E. 210th Street, Bronx, New York 10467

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Termination Pursuant to State Finance Law 139.(k)(5) 45

Rider A.....

Rider B

Rider C.....

Draft

AGREEMENT OF LEASE, (the “**Lease Agreement**”) made this _____ day of _____ in the year two thousand _____, by and between the State of New York (the “**State**” or “**Landlord**”), acting by and through its agent, the Dormitory Authority of the State of New York (the “**Authority**”), a public benefit corporation established by the laws of the State, having its principal office at 515 Broadway, Albany, New York 12207, and Montefiore Medical Center, (“**Tenant**”) a not-for-profit corporation organized and existing under the laws of the State having its principal office at 111 E. 210th Street, Bronx, NY 10467.

WHEREAS, the Authority represents that it has the statutory authority to convey the State’s interest and to enter into leases granting possession of State land and buildings located at mental hygiene facilities including certain buildings and surrounding parcels on the campus of Bronx Psychiatric Center (“**BPC**”), a facility of the New York State Office of Mental Health (“**OMH**”) located at 1500 Waters Place, Bronx, New York, (the “**Property**”), pursuant to Section 4405, subdivision 13-a of McKinney’s Unconsolidated Laws of the State of New York (hereinafter the “**Unconsolidated Laws**”); and

WHEREAS, Tenant desires to lease a portion of Building 37 at BPC (the “**Building**”), for the purpose of providing inpatient care and treatment for children and youth experiencing mental health issues (provided that the foregoing shall not limit the purposes for which the Premises may be used by Tenant, as set forth in Section 6 hereof), which premises is comprised of approximately [REDACTED] square feet, and adjacent site area located on the Property from Landlord, all as shown and further described in **Exhibit “A”**, attached hereto and made a part hereof, together with all easements and rights of way appurtenant to the Property (collectively, the “**Premises**”);

NOW, THEREFORE, in consideration of the Premises and for other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby covenant and agree with each other as follows:

DESCRIPTION

1. Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, the Premises. In addition, Tenant shall have the exclusive right to use the exterior courtyard shown on **Exhibit “A”** attached hereto.

TERM OF LEASE AGREEMENT; RENEWAL OPTIONS

2. The term of this Lease Agreement shall commence on the date of this Lease (the “**Commencement Date**”) and shall end on the last day of the month that is ten (10) years after the Rent Commencement Date (the “**Expiration Date**”), provided that if the Rent Commencement Date is the first day of a month, the Expiration Date shall be the day before the tenth (10th) anniversary of the Rent Commencement Date. **The “Rent Commencement Date”** shall be the earlier of (i) the date that is eighteen (18) months after the Approvals Date, or (ii) the date on which Tenant first conducts business in the Premises. Between the Commencement Date and the Rent Commencement Date, all of the terms and conditions of this Lease shall apply, except that Tenant shall not be obligated to pay rent during such period. The “**Approvals Date**” shall be the date that Tenant receives all regulatory approvals, beyond any applicable appeal periods, necessary for Tenant to conduct business in the Premises for the permitted use hereunder.

Landlord grants Tenant the options to renew this Lease as follows: Provided Tenant is not in default under this Lease beyond any applicable cure period at the time an option may be exercised, Landlord grants Tenant the option to renew this Lease for two (2) additional terms (the “**Option Terms**”) of ten (10) years each, the first of which will, if exercised, commence following the Expiration Date, and the second of which, if exercised, will commence following the expiration of the first Option Term. Tenant shall exercise its first option by giving Landlord written notice at least eight (8) months prior to the Expiration Date, and if the first option is exercised, Tenant shall exercise its second option by giving Landlord written notice at least eight (8) months prior to the expiration of the first Option Term. Notwithstanding the foregoing, if, not less than twenty-four (24) months before the expiration of the Expiration Date or the expiration of the first Option Term, as applicable, Landlord notifies Tenant that the applicable renewal option may not be exercised, then Tenant shall not be able to exercise such renewal option.

RENTAL PAYMENTS

3. The Tenant is required to pay fair market rent during the initial 10-year term of this Lease Agreement. In order to account for Tenant parking lot construction costs, the annual rent will be offset over the first three years such that Tenant is required to pay rent in the amount of \$462,334.00 annually during years 1-3 of the initial term, and \$659,000.00 for years 4-10.

Rent for each renewal term shall be based on a new fair market rent study to be initiated by Landlord upon receipt of Tenant’s notice of intent to renew as set forth in Section 2 of this Lease Agreement. The revised rent for any renewal term shall be memorialized in an amended lease agreement. Tenant shall have the right to revoke its exercise of a renewal option by written notice to Landlord within thirty (30) days after receipt by Tenant of the fair market rent study, and new renewal rent based thereon, from Landlord. If the date of such termination

notice is less than eight (8) months before the expiration of the then current term of this Lease (the "Current Expiration Date"), then Tenant shall have the right, by notice to Landlord contained in Tenant's notice of revocation, to extend the term of this Lease until the last day of the month that is at least eight (8) months after the date of such notice to Landlord. Rent for the period from the Current Expiration Date of this Lease to the end of such extended period shall be the same amount as is payable as of the Current Expiration Date.

Notwithstanding the above, rental payments under this Lease Agreement may be adjusted based on the following. Attached hereto as Exhibit __ is a pro forma profit and loss statement for Tenant's anticipated business in the Premises. Landlord and Tenant agree that commencing on the first day of the first month after the Rent Commencement Date (or, if the Rent Commencement Date is the first day of a month, commencing on the Rent Commencement Date) the rent provided for herein shall be based on Tenant's business operating on no worse than a break-even basis for each calendar year, or partial calendar year, during the term of this Lease. As such, Landlord and Tenant agree that in the event that Tenant's business in the Premises results in a loss for any given calendar year that includes or is after the Rent Commencement Date, or any subsequent calendar year, then the rent payable for the next subsequent calendar year shall be reduced by the shortfall, provided that with respect to the calendar year or partial calendar year in which the term of this Lease expires or is terminated, Landlord shall account for the amount of any shortfall with respect to such full or partial calendar year, within thirty (30) days after receipt and approval by Landlord of the profit and loss statement for such full or partial calendar year, through a deduction from the subsequent year's rent, provided that such credit for any such calendar year or partial calendar year shall not exceed the amount of rent paid by Tenant for such full or partial calendar year. If Tenant's business in the Premises results in a gain or is break even for a given calendar year, the rent payable hereunder for the following calendar year shall not be impacted. If Tenant provides Landlord with an audited profit and loss statement for a given calendar year by July 1st of the subsequent calendar year, including an attestation by the Tenant's Chief Financial Officer or the equivalent, and such profit and loss statement shows that Tenant had a loss for that calendar year, then Tenant shall be entitled to a credit against the subsequent year's rent due under this Lease, in the amount of such loss, provided that any such credit shall not exceed the amount of rent paid by Tenant for the prior calendar year. Landlord and OMH reserve the right to review the profit loss statement and the credit will only be payable subject to the approval of OMH's Chief Fiscal Officer, not to be unreasonably withheld, conditioned, or delayed. Any audited profit and loss statement provided by Tenant to Landlord shall be consistent in format and categories of income and expenses with the pro forma profit and loss statement that is attached hereto as Exhibit __ and shall be calculated in accordance with GAAP, the tax basis of accounting or another method of accounting, consistently applied.

DELIVERY OF POSSESSION

with Section 2 above.

4. Possession begins on the Commencement Date in accordance

INTENTIONALLY OMITTED

5. Reserved.

RESTRICTIONS ON USE

6. The purpose of this Lease Agreement is to grant the Tenant exclusive access to, use and possession of the Premises so that Tenant may operate mental health programs jointly licensed by OMH and the New York State Department of Health (the "Programs"). Therefore, the Premises shall be used and occupied only for said programs and for no other purpose. OMH must approve all programs of Tenant conducted on the Premises. The Authority, on behalf of the State, agrees that whenever in this Lease the approval of OMH is required and such approval is granted, it shall constitute the approval of the State as Landlord hereunder.

Tenant shall obtain and maintain all certifications required to operate the programs which Tenant intends to conduct on the Premises. In addition, no use shall be made or permitted to be made that shall result in (1) waste of or damage to the Premises, (2) a public or private nuisance, (3) improper or objectionable use, including but not limited to sale, storage or preparation of food, alcoholic beverages or materials generating an odor on the Premises, (4) noises or vibrations that may disturb another tenant, or (5) a hazard to any client, employee or property of Landlord, BPC, the Authority or another tenant.

Notwithstanding anything to the contrary, this Lease Agreement is, and shall at all times be, subject and subordinate to the terms and conditions of the Financing Agreement (State Project) between the Authority and the Department of Mental Hygiene ("the Department") of the State dated as of January 31, 1996, the Financing Agreement (State Project) between the Authority and the Department dated as of February 26, 2003 and any other Financing Agreement between the Authority and the Department hereafter entered into by them. In the event of any conflict between the terms of the Lease Agreement, and the terms of such Financing Agreements, the terms of the Financing Agreements shall control.

REPAIRS

7. (1) Tenant shall take good care of the Premises, fixtures and appurtenances and make all non-structural repairs and replacements, and perform all maintenance necessary to preserve the Premises in good order and condition at its sole cost and expense. In the event Tenant fails to comply with this provision, Landlord or OMH may, after ten (10) days' notice to Tenant, make such repairs and

add the cost thereof to any rent due or that may become due and payable under this lease. Such notice shall not be required where emergency repairs are necessary to preserve the health, safety, welfare and well-being of the occupants or the Landlord, State of New York and/or OMH, or to protect the Premises. Notwithstanding anything to the contrary, Tenant shall be required to repair all damage to the Premises or the facility of which the Premises forms a part or any adjacent facility which shall have been caused by the clients of Tenant, Tenant's employees, officers, directors, agents, contractors, licensees or invitees.

(2) Landlord shall be responsible for making and managing any future structural/capital repairs (e.g., roof, boiler, chiller HVAC) for preservation of the BPC campus in use under this Lease, including buildings thereon, including any capital repairs and replacements needed within the Premises.

LAWS, RULES, REGULATIONS

8. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances and regulations at any time issued or in force, applicable now or in the future to the Premises, of the city, county or other municipality, state or federal governments, and each and every department, bureau and official thereof, and of any board of fire underwriters having jurisdiction over the Premises. Tenant shall comply with the rules and regulations of OMH and any additions or amendments thereto which OMH, in its discretion, may make from time to time. If the Tenant undertakes the construction of improvements to the Premises, and such construction constitutes public work, as defined in Article 8 of the Labor Law, then the Tenant will comply with all laws pertaining thereto.

PERSONAL PROPERTY

9. Any and all articles of personal property including, but not limited to, business and trade fixtures, machinery, equipment, cabinet work, furniture, movable partitions, carpeting, water coolers, drapes and blinds, owned or installed by Tenant, at its sole cost and expense, are and shall remain the property of Tenant and may be removed by it at any time. If such articles are removed, Tenant shall pay the cost of repairing any damage to the Premises arising from such removal. Tenant shall not vacate or abandon the Premises at any time during the term. If Tenant does vacate or abandon the Premises at any time or is dispossessed by process of law, or if Landlord re-enters the Premises pursuant to Sections 24 and 25 of this Lease Agreement, any property belonging to Tenant and left on the Premises shall be deemed abandoned and, at the option of Landlord, shall either become the property of the Landlord or shall be disposed of by Landlord at Tenant's expense. Failing to conduct business in the Premises by Tenant shall not, alone, constitute Tenant vacating or abandoning the Premises, for purposes of this Section 9 or for Section 24(a)(1) hereof. Landlord shall dispose of all trash left by Tenant at Tenant's expense.

TELEPHONES

10. Subject to the prohibitions and requirements of Section 59, Tenant shall have the right, at its sole cost and expense, to locate or relocate, at any time, all telephone equipment in the Premises, except telephone trunk lines, if any. Any such relocation must be approved in advance and in writing by OMH, which approval shall not be unreasonably withheld, conditioned or delayed.

SIGNS

11. It is understood and agreed that Tenant, at its sole cost and expense, shall have the right to install (i) an identification sign on the Premises, (ii) exterior signage on the Building, (iii) a monument sign near the main entrance to the Building in accordance with the drawings set forth in **Exhibit "B"** attached hereto and made a part hereof; the location of such monument sign shall be as shown on **Exhibit "B-1"** attached hereto and made a part hereof; and (vi) wayfinding (directional) signage on the Property, subject to compliance with applicable codes by Tenant and prior review and written approval by OMH, not to be unreasonably withheld, conditioned, or delayed. It is expressly acknowledged that Landlord approves Tenant's signage as set forth in **Exhibit "B"**. Any modification to such signage must be approved in advance and in writing by OMH, which approval shall not be unreasonably withheld, conditioned or delayed.

LANDLORD INSPECTION

12. Upon prior written consent from Tenant as to the timing of any entry, not to be unreasonably withheld, conditioned, or delayed, and provided Tenant shall have the reasonable opportunity to be present during such entry, Landlord, its agents, contractors and employees, and persons authorized by Landlord may enter the Premises at all reasonable times to inspect the Premises, maintain any component of the Premises or adjacent property of Landlord or the Authority or protect, repair, alter, replace or improve any component of the Premises or adjacent property of the Landlord or the Authority without any rebate of rent to Tenant or damages for any loss of occupation or quiet enjoyment of the Premises, provided that any alteration or improvement within the Premises shall be concealed within walls or above dropped ceilings. Landlord and its agents may enter on the Premises at reasonable hours to exhibit the same to prospective tenants. Landlord at their expense may temporarily remove any sign of Tenant while Landlord repairs, replaces, alters or improves any component of the Premises or adjacent property of Landlord or the Authority.

SUBLETTING OF PREMISES

13. Tenant shall not assign any rights or duties under this Lease Agreement, nor sublet the Premises or any part thereof, nor allow any other person to occupy or use the Premises without the prior written consent of Landlord. If Tenant requests Landlord's consent to an assignment or sublease and Landlord does not give that consent, then Tenant shall have the right to terminate this Lease by written notice to Landlord within sixty (60) days after Tenant's receipt of Landlord's rejection notice. Consent by the Landlord to one assignment, sublease, or occupation or use by any other person shall not be consent to

any subsequent assignment, sublease or occupation or use by another person. Any assignment, subletting, or permission to occupy or use all or a portion of the Premises granted to another person without the prior written consent of Landlord is void. Tenant shall not permit any transfer by operation of law of any of Tenant's rights under this Lease Agreement or any other involuntary assignment or alienation of any of the same. Tenant shall not encumber its interest in the Premises with, and shall not permit its interest in the Premises to be encumbered in any way by, any lien, charge, encumbrance, claim or restriction, including but not limited to mechanic's or materialman's liens, security interests, tax liens and judgment liens and if any such lien is placed against the Premises as a result of any action by Tenant, Tenant shall cause the same to be released of record within thirty (30) days after written notice thereof from Landlord. If Tenant breaches this Section in any way, Landlord may accept any rent from any person claiming or purporting to be Tenant's assignee, subtenant or occupant without recognizing the assignment, sublease or occupancy, without waiving Landlord's rights to collect rent from Tenant and to enforce against Tenant all other covenants and conditions of this Lease Agreement, without waiving any right of Landlord under this Lease Agreement, without acknowledging such person as Tenant's assignee, subtenant or occupant, without recognizing the claim under which such person offers to pay rent, and without releasing Tenant from any obligation, condition or covenant of this Lease Agreement. Notwithstanding anything contained herein to the contrary, Landlord hereby consents to any mortgage of Tenant's leasehold interest in the Premises to the Dormitory Authority acting by and through its agent, OMH.

INDEMNITY AND INSURANCE 14. Except to the extent caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors, the Tenant, to the fullest extent permitted by law, agrees to indemnify and hold harmless the Authority, its members, officers, employees and agents and the State, its officers and employees against all suits, actions, liabilities, losses, costs, damages or expenses of every nature and description, including attorney's fees and other expenses of litigation, arising 1) on account of or through use of the Premises by Tenant or its directors, officers, employees, contractors, agents or invitees, 2) out of, or directly or indirectly due to, Tenant's failure to perform or comply with any of the covenants or conditions of this Lease Agreement; or 3) out of, or directly or indirectly due to, wholly or in part, any negligent act or omission of Tenant or its directors, officers, employees, agents, contractors, or invitees.

Except to the extent caused by the negligence or willful misconduct of Tenant or its agents, employees or contractors, Landlord, to the fullest extent permitted by law, agrees to indemnify and hold harmless the Tenant, its members, officers, employees and agents against all suits, actions, liabilities, losses, costs, damages or expenses of every nature and description, including attorney's fees and other expenses of litigation, arising 1) on account of or through any operation or maintenance of the common areas of the Buildings by Landlord or its directors, officers, employees, contractors, agents or invitees, 2) out of, or directly or indirectly due to, Landlord's failure to perform or comply with any of the covenants or conditions of this Lease Agreement; or 3) out of, or directly or indirectly due to, wholly or in part, any negligent act or omission of Landlord or its directors, officers, employees, agents, contractors, or invitees.

Tenant acknowledges that: (1) the General Liability exposures of the State of New York as well as those of the State agencies such as OMH are self-retained; (2) suits for bodily injury and property damage are brought in the NY State Court of Claims, which is supported by a multi-million dollar annual appropriation; and (3) employees of the State are protected against suits under Public Officers Law Section 17 for actions or alleged actions that occur while they are acting within the scope of their employment.

The Tenant agrees to obtain and maintain at the expense of the Tenant, commercial general liability insurance with a combined single limit for bodily injury, personal injury and property damage of at least \$_____ per occurrence and \$_____ in the aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies. The coverage shall provide and encompass at least the following: (a) independent contractors; (b) blanket written contractual liability covering all indemnity agreements, including all indemnity obligations contained in this Lease Agreement; (c) commercial general liability coverage written on an occurrence form; (d) endorsement naming the State and the Authority as additional insured and (e) endorsement for each policy stating that the coverage afforded the State and the Authority is primary and is primary to any other insurance maintained by the State or the Authority. Subject to the provisions of (d) above, any other insurance maintained by the State or the Authority shall be excess of and shall not contribute with the insurance of the Tenant, regardless of the "other insurance" clause in any policy of insurance of the State or the Authority. Each policy shall be maintained in force as long as this Lease Agreement is in force, shall be issued by an insurance company or insurance companies rated B+ or better by A.M. Best & Co. (except that Tenant may use Hospitals Insurance Company, or any other non-rated insurance company that Tenant uses for a significant number of its facilities) and shall provide that, to the extent that the same is reasonably available in the insurance marketplace, no policy cancellation, non-renewal or material modification shall be effective except upon thirty (30) days prior written notice to the Authority and to OMH. The Authority and OMH (both central office and BPC) shall each be furnished a Certificate of Insurance prior to or simultaneously with execution of this Lease Agreement by Tenant.

The Tenant covenants and agrees to require all contractors who work for Tenant at the Premises to obtain commercial general liability insurance identical to that required from Tenant and to furnish each of the Authority and OMH a Certificate of Insurance evidencing such insurance prior to the commencement of any operations at the Premises. The Authority and OMH may require additional provisions or coverage in such insurance if, in the reasonable discretion of either the Authority or OMH, the additional provisions or coverage is useful to secure the interests of the Authority or OMH.

Landlord and Tenant hereby waive any right to recover against the other party for damage to the waiving party's property, even if caused by the negligence of the other party. Landlord and Tenant shall each obtain a waiver of subrogation from its property insurers with respect to the other party.


STRUCTURAL ALTERATIONS 15. Tenant may not make any structural alterations to the Premises or perform any alterations to the exterior of such Premises, without the prior written consent of Landlord thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Tenant may make alterations as set forth in the scope of work and as reflected in the plans, attached hereto as Rider "C". Such approved alterations may include the installation of a new entrance to the Premises, subject to Landlord's approval of the plans and specifications for the same, which approval shall not be unreasonably withheld, conditioned or delayed. All alterations and improvements installed by Tenant shall remain the property of Tenant upon installation and may be removed by Tenant prior to termination of this Lease Agreement pursuant to any provision herein. If Tenant removes any such alterations or improvements, Tenant shall repair any damages to the Premises arising from the removal and shall restore the Premises to the prior condition, to the satisfaction of OMH. If any such alterations or improvements remain upon the Premises at the termination of this Lease Agreement pursuant to any provision herein, the alterations and improvements shall be surrendered with the Premises as part thereof. All alterations and improvements shall comply with all laws, rules, regulations, codes, and ordinances, applicable to the Premises, of the municipal, state and federal governments.

NONSTRUCTURAL ALTERATIONS 16. Tenant has inspected the Premises, provided that Landlord shall be responsible for any latent defects in the Premises. All walls, partitions, finishes, doors, floor coverings, plumbing, plumbing fixtures, water heaters, electrical service, chases, ceilings, lighting fixtures, heating, ventilating, air conditioning and air exhaust systems, fire protection systems, telephone wiring and other alterations or improvements which Tenant desires or needs shall be installed by Tenant at Tenant's expense, but Tenant shall not alter or improve the Premises at any time without both Landlord's and OMH's prior written consent to the alteration or improvement and without both Landlord's and OMH's prior written approval of the persons who will perform the work, both of which approvals shall not be unreasonably withheld, conditioned or delayed. All alterations and improvements installed by Tenant at Tenant's sole cost and without relying upon any direct or indirect State funding shall remain the property of Tenant upon installation, and may be removed by Tenant prior to termination of this Lease Agreement pursuant to any provision herein. If Tenant removes any such alterations or improvements, Tenant shall repair any damages to the Premises arising from the removal and shall restore the Premises to tenantable condition. If any such alterations or improvements remain upon the Premises at the termination of this Lease Agreement pursuant to any provision herein, the alterations and improvements shall be surrendered with the Premises as part thereof. All alterations and improvements shall comply with all laws, rules, regulations, codes and ordinances, applicable to the Premises, of the municipal, state and federal governments. Notwithstanding the above: (1) all alterations and improvements made, erected or installed in or on the Premises before or during the term of this Lease Agreement by Landlord or Tenant are the property of OMH and shall remain on the Premises; and (2) the State, Landlord and/or OMH shall not be obligated to perform, or assume financial responsibility, for any build out of the Premises in order to accommodate the Tenant's use, including, but not limited to, any further work required by any other governmental entity.

QUIET ENJOYMENT 17. So long as the Tenant uses the Premises to operate the mental health programs it proposes and complies with the covenants and conditions of this Lease Agreement, the Tenant may peacefully possess the Premises during the term of this Lease Agreement.

SURRENDER OF PREMISES 18. Upon termination of this Lease Agreement pursuant to any provision herein, Tenant shall immediately surrender the Premises to the Landlord in as good condition and repair as is reasonable in consideration of the use thereof, provided such use is in conformance with the terms of the Lease Agreement. Tenant shall remove all property of Tenant, such as furniture and equipment, from the Premises prior to surrender. Any property of Tenant on the Premises after surrender of the Premises shall be deemed abandoned and, at the option of Landlord, shall either become the property of Landlord or be disposed of by Landlord at Tenant's expense OMH shall dispose of trash left by Tenant at Tenant's expense. Disposition of all alterations and improvements made, erected or installed in or on the Premises during the term of this Lease Agreement by Tenant shall be governed by Sections 15 and 16.

DESTRUCTION OF PREMISES 19. If the Premises are partially destroyed during the term by fire or other casualty which is not the fault of Tenant or Tenant's agent, employee, director, officer, client, contractor

or invitee, Landlord shall repair the Premises, provided the repairs can be made with reasonable efforts within sixty days under all applicable laws and regulations. If the Premises are partially damaged during the term by fire or other casualty which is the fault of Tenant or Tenant's agent, employee, director, officer, contractor, client or invitee, and notwithstanding such fault, Landlord is able to collect insurance proceeds for such damage, then Landlord shall repair the Premises, provided the repairs can be made with reasonable efforts within sixty days under all applicable laws and regulations. Any such partial destruction shall neither annul nor void this Lease Agreement. If the repairs cannot be made with reasonable efforts in the specified time, Landlord may, at its option, make the repairs within a reasonable time, in which case this Lease Agreement shall continue in full force and effect. If Landlord elects not to make repairs or if such repairs cannot be made under applicable laws or regulations, the Landlord shall, as soon as practicable, notify Tenant of its election not to make or its inability to make such repairs. Upon such notice either party shall have the option to terminate this Lease Agreement upon 30 days' notice to the other party. In the event of any partial destruction that Landlord is obligated to repair or may elect to repair under the terms of this paragraph, Tenant waives the provisions of any law authorizing Tenant to make the repairs and deduct the expenses from the rent. If the buildings containing the Premises (the "Buildings") are destroyed to the extent of twenty-five percent (25%) or more of the replacement cost thereof, and Landlord does not intend to restore the damage, Landlord may terminate this Lease Agreement by notice to Tenant. A total destruction of the Buildings by any cause except the fault of Tenant or Tenant's agent, employee, director, officer, client or invitee shall terminate this Lease Agreement. This supersedes Real Property Law Section 227. In determining what constitutes reasonable efforts and reasonable time, consideration shall be given to delays due to strikes, adjustment of insurance claims and all other causes beyond Landlord's control. Landlord shall have no obligation to repair or replace any renovation, alteration or improvement installed by Tenant pursuant to Sections 15 or 16 of this  se.

If any renovation, alteration or improvement installed by Tenant is damaged or destroyed during the term by fire or other casualty, Tenant shall promptly repair or replace such renovation, alteration or improvement, provided the repairs or replacement can be made with reasonable efforts under all applicable laws and regulations. Any such damage or destruction shall neither annul nor void this Lease Agreement, and Tenant's obligations under the Lease shall continue while such renovations, alterations or improvements are repaired or replaced. If such repairs or replacements cannot be made within reasonable time, or if such repairs or replacements cannot be made under applicable laws or regulations, the Tenant shall, as soon as practicable, notify Landlord of its inability to make such repairs or replacement. Upon such notice Tenant, at Tenant's sole cost and expense, shall demolish and remove from the Premises all of such renovations, alterations and improvements remaining after the damage or destruction. Upon completion of such demolition and removal, this Lease Agreement shall terminate. In determining what constitutes reasonable efforts and reasonable time, consideration shall be given to delays due to strikes, adjustment of insurance claims and all other causes beyond Tenant's control. Except as otherwise provided for in this Lease Agreement, Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender the Premises or any part thereof or to suspend, abate, reduce or recoup the rent on account of any destruction or damage to such renovations, alterations or improvements.

TITLE; SUBORDINATION 20. Landlord represents that it is the owner of fee title to the Buildings and that the Buildings are subject to no mortgages or other encumbrances. This instrument shall not be a lien against the Building, the site or any part of either in respect to any mortgages that are now on or that hereafter may be placed against the Building, the site, or any part of either, and the recording of such mortgage or mortgages shall have preference and precedence and be superior to and prior in right to the lien of this Lease Agreement, irrespective of the date of recording, but only if the mortgagee enters into a subordination, non-disturbance and attornment agreement with Tenant in a form that is reasonably acceptable to Tenant (and "SNDA"), and the Tenant agrees to execute without cost any such SNDA which may be deemed necessary or desirable to further effect the subordination of this Lease Agreement to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives, to cancel this Lease Agreement upon notice to Tenant without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

LANDLORD/TENANT NOTICES 21. Any notice by Landlord to Tenant shall be deemed to be given if mailed by registered or certified mail, or by recognized overnight delivery service, addressed to Tenant at the addresses specified, and any notice by Tenant to Landlord shall be deemed to be given if mailed by registered or certified mail or by recognized overnight delivery service addressed to Dormitory Authority of the State of New York, 515 Broadway - 5th Floor, Albany NY 12207, Attention: Director of Real Property. Either party may change their notices addresses from time to time by notice to the other party. Tenant's current notice addresses are as follows:

Montefiore Medical Center

111 East 210th Street
 Bronx, New York 10467
 Attention: Chris Panczner, Senior Vice President and General Counsel
 With a copy to:
 Montefiore Medical Center
 111 East 210th Street
 Bronx, New York 10467
 Attention: Ed Pflieger, Senior Vice President, Real Estate and Facilities

CHANGE OF OWNERSHIP 22. In the event the Premises or the Buildings of which it forms a part, shall be sold, conveyed, or transferred, or if Landlord shall assign this Lease Agreement, Landlord shall immediately provide proper written notice of such change to Tenant.

RISKS ASSUMED BY TENANT 23. The Tenant solely assumes the following distinct and several risks whether said risks arise from acts or omissions, whether supervisory or otherwise, of Landlord, of the Authority, of any director, officer, employee, contractor, agent or invitee of Tenant, of third persons or from any other cause, whether said risks are within or beyond the control of the Tenant and whether said risks involve any legal duty, primary or otherwise, imposed upon Landlord or the Authority, excepting only risks which arise from affirmative acts of the State, its officers or employees or the Authority, its members, officers, representatives or employees committed with intent to cause the loss, damage or injuries hereinafter set forth and risks arising solely from negligent acts or omissions of the State, its officers or employees or the Authority, its members, officers, employees or representatives:

A. the risk of loss or damage, including direct or indirect damage or loss, of whatever nature to any equipment, tools, materials, fixtures or property furnished, used, installed or received by Tenant, its directors, officers, employees, agents, contractors or invitees.

B. the risk of claims, just or unjust, by third persons against Landlord, the Authority or Tenant on account of wrongful death, bodily injuries or property damage, direct or consequential, loss or damage of any kind whatsoever arising, or alleged to arise out of, or as a result of, or in connection with the use of the Premises by Tenant, its officers, directors, employees, agents, contractors or invitees, whether actually caused by, or resulting from the use of the Premises, or out of, or in connection with the operations or presence of Tenant, its officers, directors, employees, agents, contractors or invitees at or in the vicinity of the Premises.

C. the responsibility and liability for any and all damage, injury, loss or expense of any kind or nature whatsoever, including death resulting therefrom, to all persons, and to all property, caused by, resulting from, arising out of, or occurring in connection with the use of the Premises by the Tenant, its directors, officers, employees, agents, contractors or invitees;

D. the Tenant's obligations under this Section shall not be deemed waived, limited or discharged by the procurement or enumeration of any insurance for liability for damages. The termination of this Lease Agreement for any reason shall not release Tenant from its obligations under this Section.

DEFAULT 24. A. Each of the following events shall be an "Event of Default" hereunder:

(1) If the Tenant shall cease to operate the Premises in accordance with Section 6 hereof or if the Premises shall be come vacant, deserted or abandoned; or

(2) If Tenant's interest or any portion thereof in this Lease Agreement shall devolve upon or pass to any person, except by operation of law; or

(3) (a) if Tenant shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(b) if Tenant shall commence or institute any case, proceeding or other action (i) seeking relief on its behalf as debtor, or to adjudicate it bankrupt or insolvent or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or

(c) if Tenant shall make a general assignment for the benefit of creditors; or

(d) if any case, proceeding or other action shall be commenced or instituted against Tenant (i) seeking to have an order for relief entered against it as debtor or to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, or (ii) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or

any substantial part of its property, which in either of such cases (1) results in any such entry of an order for relief, adjudication of bankruptcy or insolvency or such an appointment or the issuance or entry of any other order having a similar effect or (2) remains undismissed for a period of sixty (60) days; or

(e) if any case, proceeding or other action shall be commenced or instituted against Tenant seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or

(f) if Tenant shall take any action in furtherance of, or indicating its consent to, approval of or acquiescence in, any of the acts set forth in clauses (b), (c), (d) or (e) above; or

(g) if a trustee, receiver or other custodian is appointed for any substantial part of the assets of Tenant which appointment is not vacated or stayed within seven (7) business days; or

(4) If Tenant shall default in the observance or performance of any other term, covenant or condition of this Lease Agreement on Tenant's part to be observed or performed and Tenant shall fail to remedy such default within thirty (30) days after notice by Landlord to Tenant of such default, or if such default is of such a nature that it cannot, with due diligence, be completely remedied within said period of thirty (30) days, Tenant shall not commence within said period of thirty (30) days, or after commencing, shall not thereafter diligently prosecute to completion, all steps necessary to remedy such default.

(5) If Tenant defaults under that certain Use Compliance Agreement between DASNY and Tenant, dated _____, _____ such default shall also constitute a default under this Lease Agreement.

B. If at any time, (i) Tenant shall comprise two or more persons, or (ii) Tenant's obligations under this Lease Agreement shall have been guaranteed by any person other than Tenant, or (iii) Tenant's interest in this Lease Agreement shall have been assigned, the word "Tenant", as used in subsection (A) (4), shall be deemed to mean any one or more of the persons primarily or secondarily liable for Tenant's obligations under this Lease Agreement. Any monies received by Landlord from or on behalf of Tenant during the pendency of any proceeding of the types referred to in subsection (A) (4) shall be deemed paid as compensation for the use and occupation of the Premises and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of annual rent or additional rent or a waiver on the part of Landlord of any rights.

REMEDIES

25. A. If an Event of Default described in Section 24 shall occur and Landlord, at any time thereafter, at its option, gives written notice to Tenant stating that this Lease Agreement and the term shall expire and terminate on the date Landlord shall give Tenant in such notice, and this Lease Agreement and the term and all rights of Tenant under this Lease Agreement shall expire and terminate as if the date on which the Event of Default occurred or the date in such notice given to Tenant by Landlord, and Tenant immediately shall quit and surrender the Premises, but Tenant shall nonetheless be liable for all of its obligations hereunder. Anything contained herein to the contrary notwithstanding, if such termination shall be stayed by order of any court having jurisdiction over any proceeding described in subsection 24 (A) (3) hereof, or by federal or state statute, then, following the expiration of any such stay, or if the trustee appointed in any such proceeding, Tenant or Tenant as debtor-in possession shall fail to assume Tenant's obligations under this Lease Agreement within the period prescribed therefore by law or within 120 days after entry of the order for relief or as may be allowed by the court, or if said trustee, Tenant or Tenant as debtor-in-possession shall fail to provide adequate protection of Landlord's right, title and interest in and to the Premises, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at its election, to terminate this Lease Agreement on five days' notice to Tenant, Tenant as debtor-in-possession or said trustee and upon the expiration of said five day period this Lease Agreement shall cease and expire as aforesaid and Tenant, Tenant as debtor-in-possession or said trustee shall immediately quit and surrender the Premises as aforesaid.

B. If an Event of Default described in subsection 24 hereof shall occur, or if this Lease Agreement shall be terminated as provided in subsection 25 (A) hereof, Landlord, on thirty days' notice may re-enter and repossess the Premises, and Landlord shall be entitled to exercise all of its rights and remedies at law, in equity, and under this Lease Agreement.

C. If there shall occur any Event of Default and this Lease Agreement and the term shall expire and come to an end as provided in this section, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord and its agents may immediately, or at any time after such default or after the date upon which this Lease Agreement and the Term shall expire and come to an end, re-enter the Premises or any part thereof, on thirty days' notice, either by summary proceedings, or by any

other applicable action or proceedings, and may repossess the Premises and dispossess Tenant and any other persons from the Premises and remove any and all other persons, their property and effects from the Premises; and

(1) Landlord at Landlord's option, may relet the whole or any portion or portions of the Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease Agreement, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting, without relieving Tenant of any liability under this Lease Agreement or otherwise affect any such liability.

D. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Lease Agreement, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease Agreement for such breach. The right to invoke the remedies hereinbefore set forth is cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

E. (1) If Tenant shall default in the performance of any of Tenant's obligations under this Lease Agreement, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, upon ten (10) days notice, except in an event of emergency or if Landlord shall reasonably determine that the delay of such performance would result in an emergency.

(2) Bills for any expenses incurred by Landlord in connection with any such performance by it for the account of Tenant, as well as bills for any property, material, labor or services provided, furnished, or rendered, by Landlord, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable within ten (10) days. Such sums owed shall be deemed additional rent for purposes of this Lease Agreement.

REPRESENTATIONS 26. It is understood and agreed by and between the parties hereto that no representations or promises have been made with respect to the Premises, except as expressly provided in this Lease.

PARTIES BOUND BY LEASE 27. This Lease Agreement shall bind the successors and assigns of Landlord and the assigns, successors, sublettees and permittees of Tenant allowed under Section 13.

CAPTIONS 28. The captions contained in this Lease Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define, limit or describe the scope of this Lease Agreement nor the intent of any provision thereof.

ENTIRE AGREEMENT 29. This Lease Agreement constitutes the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement, warranty or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Lease Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto and approved in the same manner as this Lease Agreement.

EXECUTORY CLAUSE 30. The State of New York and the Authority shall have no liability under this Lease to the Tenant or to anyone else beyond funds appropriated and available for this Lease. If, as a result of any such non-appropriation, Landlord is unable to fulfill its obligations under this Lease, then Tenant may terminate this Lease by written notice to Landlord.

LATE PAYMENT 31. Timeliness of payment and any interest to be paid to Tenant by State of New York, if any, for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

APPROVALS 32. This Lease Agreement shall not be valid, effective or binding upon the Landlord until it has been approved by the Commissioner of OMH and the Authority, as evidenced by their signature hereto.

WORKERS' COMPENSATION 33. In accordance with Section 142 of the State Finance Law, this Lease Agreement shall be void and of no force and effect unless the Tenant shall provide and maintain coverage during the life of this Lease Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law under Section 57 and Section 220 Subd. 8 (Disability Benefits).

Prior to this Lease Agreement becoming effective, Tenant must submit proof that it has the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the

Workers' Compensation Board's website, www.wcb.state.ny.us. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on Instruction Manual for Businesses Obtaining Permits/Licenses/Contracts.) The Landlord shall notify the Dormitory Authority of the State of New York, Real Property, 515 Broadway, Albany, New York 12207 at least thirty (30) days prior to material change or cancellation of such coverage.

SET-OFF RIGHTS

34. The Authority and the State of New York shall have all of their common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Landlord's option to withhold for the purposes of set-off any moneys due to the Tenant under this Lease Agreement up to any amounts due and owing to the Landlord with regard to this Lease Agreement, any other contract with the Landlord or any New York State department or agency, including any contract for a term commencing prior to the term of this Lease Agreement, plus any amounts due and owing to the State of New York for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State of New York 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.

RECORDS

35. The Tenant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Lease Agreement (hereinafter, collectively, the "Records"). The Records must be kept for a period of six (6) years following the termination of this Lease Agreement and any extensions thereof. The Authority, State Comptroller and Attorney General or any other person or entity authorized to conduct any examination, as well as the agency or agencies involved in this Lease Agreement, shall have access to the Records during normal business hours at an office of the Tenant 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 Tenant 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 Landlord's or the Authority's right to discovery in any pending or future litigation.

IDENTIFYING INFORMATION

36. A. FEDERAL EMPLOYER IDENTIFICATION NUMBER AND PRIVACY NOTIFICATION AND/OR FEDERAL SOCIAL SECURITY NUMBER

All invoices or New York State standard vouchers submitted to Landlord for payment under this Lease Agreement of real property must include the payee's identification number, i.e., the Tenant's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or the New York State standard voucher, 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 Tenant of real property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the Tenant 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 agency leasing property pursuant to this agreement. The information is maintained in New York State's Central Accounting System by the director of State Accounts, Office of the State Comptroller, 110 State St., Albany, New York 12236.

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

37. In accordance with Section 312 of the Executive Law, 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:

- (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, 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 original, sex, age, disability or marital status.

The Tenant 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 Tenant. Section 312 does not apply to: (i) work, goods or services unrelated to this Lease Agreement; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. 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 section. 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 312 to the extent of such duplication or conflict. Tenant will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

NO ARBITRATION

38. Disputes involving this Lease Agreement, 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.

SERVICE OF PROCESS

39. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Tenant hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Tenant's actual receipt of process or upon the Landlord's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Tenant must promptly notify the Landlord, in writing, of each and every change of address to which service of process can be made. Service by the Landlord to the last known address shall be sufficient. Tenant will have thirty (30) calendar days after service hereunder is complete in which to respond.

NONDISCRIMINATION CLAUSE

40. In accordance with 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 Tenant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, genetic predisposition or carrier status, age, disability or marital status.

INTERNATIONAL BOYCOTT

PROHIBITION

41. In accordance with Section 220-f of the Labor Law and Section 139 of the State Finance Law, if the annual rental exceeds \$5,000, the Tenant agrees, as a material condition of the Lease Agreement, that neither the Tenant 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. Section 2401 et. seq.) or regulations thereunder. If Tenant, or any of the aforesaid affiliates of Tenant is convicted or is otherwise found to have violated said laws or regulations upon final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Tenant's execution of the Lease Agreement or any amendment or modification thereto, the Lease Agreement and all amendments and modifications thereto shall be rendered forfeit and void. The Tenant shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

GOVERNING LAW

42. This Lease Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

CONFLICT OF TERMS

43. In the event of any conflict between the terms of Sections 29 through 42 and any other terms of this Lease Agreement, the terms of Sections 29 through 42 shall control.

TAX COVENANT

44. The Premises have been improved with the proceeds of bonds the interest on which is intended to be excluded from the gross income of the owners thereof for Federal income tax purposes pursuant to Section 103 of the Code. The Authority is obligated to comply with the provisions of the Internal Revenue Code applicable to such bonds, including the provisions relating to the use, ownership and management of the Premises improved with such proceeds. The Tenant covenants and agrees that Tenant shall not take any action or fail to take any action with respect to the use, occupancy or management of the Premises which would cause a failure to comply with the provisions of Sections 103 and 141 to 150 of the Code. Tenant further covenants and agrees that Tenant will not use the Premises and will not permit use of the Premises for any purpose except as described in Section 6 of this Lease Agreement or a governmental use as defined in the Code and the regulations, procedures and rulings under the Code. The Tenant shall cooperate, furnish information, and entering into such agreements, including a use compliance agreement, as may be reasonable requested by Landlord, to assist the Landlord in complying with the requirements of the Code, the regulations there under and any successor statute and regulations imposed upon Landlord or State of New York.

**TERMINATION PURSUANT TO
STATE FINANCE LAW 139.(k) (5)**

45. As a condition to this Lease Agreement, the Tenant completed a disclosure and certification form in accordance with State Finance Law Sections 139j and 139k. The Landlord reserves the right to terminate this Lease Agreement in the event that it is found that such disclosure and certification form was intentionally false or intentionally incomplete. Upon such finding, the Landlord may terminate this Lease Agreement by providing written notification in the manner required by the Landlord/Tenant Notices Section of this Lease Agreement of the termination of the Lease Agreement and specifying the effective date of the termination.

[remainder of this page intentionally left blank]

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Draft

EXHIBIT B

[Signage specs]

Draft

RIDER "A"

RIDER ATTACHED TO AND MADE A PART OF LEASE DATED _____ BETWEEN THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK AND MONTEFIORE MEDICAL CENTER.

SNOW/LAWN CARE

46. It is understood and agreed that all snow removal and cutting of lawns and shrubbery within the adjacent site area of the Premises (hereafter the "Lease Agreement Area") shall be subject to a separate binding agreement between OMH and Tenant regarding certain shared services that BPC shall make available to Tenant (the "Shared Services Agreement").

ACCESS

47. Tenant has the right to full use of Premises with all services after normal business hours if required (i.e., on a 24 hour per day, 7 day per week basis), without charge unless specifically provided in the Lease Agreement.

UTILITY CHARGES

48. Tenant shall be required to pay utility charges for electric, gas, water and sewer at the cost and in the amounts incurred by OMH and/or BPC for such utility charges in respect of the Premises, for the period of time that Tenant is connected to BPC's utility lines, as per the Shared Services Agreement. All utility charges will be payable to OMH on a semi-annual basis, during the Term of this Lease Agreement; provided, however, that the Landlord reserves the right to periodically survey the utility costs for BPC and increase or decrease the utility charge to Tenant accordingly. In any event, at the end of each State fiscal year, a reconciliation of billed costs compared to the actual costs incurred by OMH and/or BPC will be done and in the succeeding State fiscal year, Tenant shall either receive a credit or a charge based on such reconciliation against the annual bill for utilities. The payment of fuel and utility charges is to be made directly to The Office of Mental Health, Attention CBO Account Revenue, CDPC Unit P, 75 New Scotland Avenue, Albany, NY 12208. The utility charges due from Tenant shall be additional rent for the purposes of this Lease Agreement.

ELECTRIC

50. Landlord agrees to furnish and maintain electric service to the building to serve the premises. Tenant shall be responsible for the maintenance of this service from the point of take-off defined to be the point at which the utility exclusively serves the Premises. Tenant shall be responsible for all costs for furnishing and maintaining all electric equipment, fixtures and wiring within its Premises, and for all original and replacement lamps for fixtures within the Premises. All equipment, fixtures, wiring and lamps for which Tenant is responsible shall have the amount and quality necessary for proper lighting of and operation of electrical equipment and appurtenances within the Premises.

GAS SERVICE

51. Landlord agrees to furnish and maintain a main gas distribution line to the building. Tenant shall be responsible for the maintenance of this service from the point of take-off defined to be the point at which the utility exclusively serves the Premises. Tenant shall be responsible for all costs for furnishing and maintaining all piping, valves, equipment, insulation, devices and other items within its Premises.

WATER SUPPLY

52. Landlord agrees to furnish and maintain a domestic water supply line to the building. Tenant shall be responsible for the maintenance of this service from the point of take-off defined to be the point at which the utility exclusively serves the Premises. Tenant shall be responsible for all costs for furnishing and maintaining all domestic water supply pipes, valves, fittings, fixtures and other devices within the Premises.

SANITARY DRAINAGE

53. Landlord agrees to furnish and maintain a sanitary sewer line to the building. Tenant shall be responsible for the maintenance of this service from the point of take-off defined to be the point at which the utility exclusively serves the Premises. Tenant shall be responsible for all costs for furnishing and maintaining all sanitary drainage pipes, vents, fittings, traps and other devices within the Premises.

TENANT REPAIRS

54. Subject to Section 7(2), 15 and 16 above, it is understood and agreed that Tenant shall be solely responsible for performing and paying for all non-structural, non-capital repairs within the Premises during the term of this Lease Agreement. Tenant shall also be responsible for any repairs to the Building needed as a result of the construction of a new entrance to the Premises built by Tenant.

OTHER SHARED SERVICES

55. It is understood and agreed that Tenant and OMH shall specify other shared services that shall be made available by BPC in the Shared Services Agreement, which may include, but are not limited to, shared gymnasium and classrooms, meal service, maintenance contracts, housekeeping, security and supplementary parking.

Draft

RIDER "B"

RIDER ATTACHED TO AND MADE A PART OF LEASE DATED _____
BETWEEN THE DORMITORY AUTHORITY OF THE STATE OF NEW YORK AND MONTEFIORE
MEDICAL CENTER

INTENTIONALLY OMITTED 55.

INTENTIONALLY OMITTED 56.

TRASH PICK UP 57. It is understood and agreed that removal of hazardous and red bag waste from the Premises shall be the responsibility of the Tenant. Landlord shall provide a container in the sally port of the Building for Tenant to dispose of its other trash in. Landlord will remove the trash from such container and bring it to the loading dock. OMH shall be responsible for ensuring disposal from the loading dock and payment shall be subject to the Shared Services Agreement.

TELEPHONE TRUNKS 58. Notwithstanding the rights of the Tenant to locate or relocate telephone equipment within the Premises, it is understood and agreed that Tenant will not move, alter or repair any BPC telephone trunk lines without the written consent of the Landlord. Tenant shall be responsible for protecting such trunk line(s) on the Premises from damage or alteration.

NON-INTERRUPTION OF UTILITY SERVICES 59. Tenant agrees to take no action that would interrupt the utility services available to other buildings on the Property. In the event that Tenant makes repairs, improvements, or alterations to any systems within Building 37 or within the Lease Agreement area property line, Tenant shall take all appropriate actions to ensure that such repairs, improvements, or alterations do not result in the loss of utility services to other buildings at BPC. Tenant furthermore agrees to assume any and all costs that would be associated with maintaining uninterrupted utility services to other buildings at BPC while performing any repairs, improvements or alterations in Building 37 or within its Lease Agreement Area property line. Notwithstanding the foregoing, Landlord understands that temporary shut downs of utilities may be necessary during Tenant's construction or alterations within the Premises and agrees that the same may occur, provided that Tenant provides Landlord with thirty (30) days prior notice of the same. If a temporary shut down that will have a material affect on OMH operations is anticipated to last more than four (4) hours, then such shut down shall be scheduled for a mutually agreeable time during which the impact to active OMH operations shall be minimized.

HIPAA 60. OMH acknowledges that Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA"), and that HIPAA requires Tenant to ensure the safety and confidentiality of patient medical records. OMH further acknowledges that, in order for Tenant to comply with HIPAA, Tenant must restrict access to the portions of the Premises where patient medical records are kept or stored. OMH hereby agrees that, notwithstanding the rights granted to Landlord under this Lease, except when accompanied by an authorized representative of Tenant, neither Landlord nor its employees, agents, representatives or contractors shall be permitted to enter those areas of the Premises designated by Tenant as locations where patient medical records are kept and/or stored (e.g., locked cabinets) or where such entry is prohibited by applicable state or federal health care privacy laws. The foregoing restriction shall not apply in an emergency, to repair or other work when a representative of Tenant is not available. Notwithstanding the foregoing, Landlord shall make a reasonable effort to give Tenant a reasonable opportunity to have an authorized representative of Tenant present when Landlord enters those areas where such entry is prohibited by applicable state or federal health care privacy laws.

LANDLORD DEFAULT 61. If (i) Landlord shall default in fulfilling any covenant or provisions of this Lease on its part to be performed, and (ii) such default materially and adversely interferes with the normal conduct of Tenant's business operations; and (iii) such default is not remedied within three (3) days after Tenant shall have given Landlord written notice of such default, then Tenant shall have the right, but not the obligation, to remedy Landlord's default and charge Landlord for the reasonable cost of such remedy, which charges shall be payable by Landlord promptly upon demand, and if Landlord fails to so reimburse Tenant, Tenant may offset such costs against rent due under this Lease.

HUD 62. If the United States Department of Housing and Urban Development or any successor thereto or any designee of any such party (collectively referred to herein as the "Successor in Interest") shall notify Landlord, in writing, (the "HUD Notice"), that the Successor in Interest has (a) foreclosed its lien on the assets and properties of Tenant, or (b) taken possession of such assets and properties, then, and in such event, the Successor in Interest shall be entitled to the use and occupancy of the Premises, provided the Successor in Interest agrees to be bound by the terms and conditions of this lease from and after the date of the HUD Notice.

PARKING 63. Tenant shall have the right, at its cost, to create twenty (20) parking spaces on the Property in the area shown on Exhibit "D" attached hereto. Tenant shall have the exclusive use of such twenty (20) parking spaces and Landlord will reasonably cooperate with Tenant to insure that no unauthorized persons park in said parking spaces.

GRANT

64. Landlord understands that Tenant intends to apply for a \$2,500,000 grant from _____, which grant money will be used by Tenant toward the cost of Tenant's improvements to the Premises, In the event that Tenant fails to secure such grant on or before _____, 2023, then Tenant shall have the right to terminate this Lease by written notice to Landlord.

GYMNASIUM USAGE

~~65. Tenant shall have the [exclusive/non-exclusive] right to use the gymnasium in the Building (the "Gym") during the hours of 3:00 p.m. to 6:00 p.m. Mondays through Fridays. Such use shall be subject to such reasonable rules and regulations as Landlord shall promulgate and which are applicable to all users of the Gym. Tenant shall pay Landlord, for such Gym usage, (i) \$_____ per month [intended to be a pro-rated rent amount], plus (ii) the cost to Landlord of any additional cleaning incurred by Landlord as a result of Tenant's Gym usage.~~

Draft

RIDER “C”
[Scope of work and plans]

Draft

FINANCING PLAN NARRATIVE

Montefiore Medical Center's financing for the proposed project is as follows:

1. NYS Assembly Appropriation grant of \$5.7M from the New York State Capital Assistance Program which will provide the funding. Attached is a copy of the Assembly Resolution.
2. Montefiore is submitting an application to NYSOMH, in response to the RFP - Capital for Expanding Inpatient Psychiatric Capacity for Adults, Children and Adolescents in Article 28s and Not for Profit Article 31s, for the \$3,160,546 remaining funding for the project.

In the 2022-2023 NYS budget, funds were made available to hospitals to expand inpatient capacity up to \$2.5M without a competitive procurement. In 2022 and 2023, Montefiore provided information to and worked with NYSOMH regarding procuring this grant. Ultimately, OMH was instructed that the funding for this project with Montefiore was going to need to come from the RFP to be released according to the OMH procurement schedule. This is the RFP for which Montefiore will be submitting an application.

3. 



William Jordan
First Vice President

CBRE, Inc.
Advisory & Transaction Services
NYC Outer Boroughs

200 Park Ave
19th Floor
718 289 7714 Tel
917 861 5090 Cell

william.joran@cbre.com
www.cbre.com

February 28, 2024

RE: 1500 Waters Place, Bronx, NY (within the Hutch Metro Center)

Dear Christopher,

I have been asked by you staff to provide an opinion of rental value on the approximately 18,000 square feet of office/medical space at the above referenced location. Base on my experience in conducting real estate lease transactions in the Bronx, NY Metro Area the rent rate of \$36.00 per rentable square feet is very competitive and would appear to be on the lower end of fair market for a 10-year term.

If you have any questions or concerns, please contact me at 917 861 5090

Sincerely

William Jordan
William Jordan

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

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

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

Location				Description of Functional Code (enter Functional code in Column D, description appears here automatically)	Functional Gross SF	Construction Cost PER S.F. <i>Current</i> (un-escalated)	(F x G) Construction Cost TOTAL <i>Current</i> sch.8B col.A (un-escalated)	Alterations, Scope of work
Sub project	Building	Floor	Functional Code					
		1	221	Psychiatric			\$4,155,132	A
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
				#N/A				
Totals for Whole Project:					17977	231	4155132	

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

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

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

	Dense Urban	Other metropolitan or suburban	Rural
The Section below that best describes the location of the facility affected by this project	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SIGNATURE		DATE	
<i>Randi Kohn</i>		2/20/2024	
		TITLE	
Randi Kohn		AVP, Regulatory Planning	
NAME OF FIRM			
Montefiore			
STREET & NUMBER			
111 E. 210th Street			
CITY	STATE	ZIP	PHONE NUMBER
Bronx	NY	10467	718-920-6080

**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	221	Medical/Clinical Equipment		P	n/a	\$138,400.00
1	221	Furniture		P	n/a	\$540,540.00
1	221	Food Service Equipment		P	n/a	\$80,000.00
1	221	Artwork		P	n/a	\$64,428.00
1	221	Signage		P	n/a	\$38,220.00
Total lease and purchase costs: Subproject 1						\$861,588.00
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						\$861,588.00

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 13 A. Assurances from Article 28 Applicants

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

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

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

Date



Signature:

Name (Please Type)

Title (Please type)

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

Schedule 13 B-1. Staffing

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

Total Project 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	Pharmacist and Pharmacy Tech		
19. Other	Dietitian		
20. Other	Security		
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:

This is based on the current staffing for our existing inpatient psychiatric units and additional information on the staffing for child and adolescent inpatient psychiatric units.

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

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

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

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

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

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

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

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 13 C. Annual Operating Costs

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

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

Required Attachments

	Title of 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.	Schedule 13 support	Schedule 13 support.pdf
2. In a sperate attachment, provide the basis for interest cost. Separately identify, with supporting calculations, interest attributed to mortgages and working capital	N/A	

Total Project or Subproject Number

Table 13C - 1

	a	b	c
Categories	Current Year	Year 1 Total Budget	Year 3 Total Budget
Start date of year in question:(m/d/yyyy)	1/1/2022	3/1/2025	3/1/2027
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**

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)		3/1/2025	3/1/2027
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.

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Schedule 13 D: Annual Operating Revenues

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

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

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

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

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

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

Required Attachments

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

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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)	1/1/2022	3/1/2025	3/1/2027
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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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	Net Revenue		(C) Patient Days or dis- charges	Net Revenue		(E) Patient Days or dis- charges	Net Revenue	
			(B) Dollars (\$)	\$ per Patient Day or dis- charge (B)/(A)		(D) Dollars (\$)	\$ per Patient Day or dis- charge (D)/(C)		(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										

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Charity Care									
Bad Debt									
All Other									
Total									

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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	Net Revenue		(C) V/P	Net Revenue		(E) V/P	Net Revenue	
			(B) Dollars (\$)	\$ per V/P (B)/(A)		(D) Dollars (\$)	\$ per V/P (D)/(C)		(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									
---	--	--	--	--	--	--	--	--	--

Basis for Budget Expenses

The expense projections are based on the experience of Montefiore Medical Center and are as follows:

- FTEs: Determined by Department of Psychiatry & Behavioral Sciences with input from Nursing, Security, Pharmacy
- Salaries and Benefits: Provided by Montefiore's acute Finance Team and verified all contractual and institutional increases with NYSNA, 1199, management and psychiatry hospitalist compensation plans.
- Purchased Services: Based on shared services costs and internal costs. NYSOMH provided shared services costs.
- Supplies and Utilities: Montefiore internal teams provided these expenses.
- Other Direct Expenses: [REDACTED], per Montefiore template; includes billing fees and other central services (i.e. IT, management, etc).
- Rent: Based on the lease terms. See Draft Lease.
- Depreciation: See Depreciation calculation attachment.

Basis for Volume and Revenue Projections

The volume projections are based on the following:

- Volume (Inpatient Days): Calculated by Montefiore Financial Reimbursement Department based on 21 beds and department assumptions for occupancy rate and ALOS
- Occupancy Rate: Psychiatry department revised based on OMH reference points of There are three similar hospitals with a children's unit in the City having similar bed counts: Bronx Lebanon, Long Island Jewish Medical Center (Queens), and St Luke's Roosevelt Hospital. [REDACTED]
[REDACTED] The Department of Psychiatry & Behavioral Sciences utilized literature review, feedback about child inpatient unit seasonality during summer months and recent OMH data on 3 other similar hospitals in region.
- ALOS: [REDACTED], based on the Department of Psychiatry & Behavioral Sciences literature review.

The revenue is based on:

- Revenues: Calculated by Montefiore Financial Reimbursement Department based on latest Medicaid rate sheet.
- Payer Mix: 100% Medicaid based on Department of Psychiatry & Behavioral Sciences assumption based on current adult inpatient psychiatry and CHAM ED payer mix.
- Collection Rate: [REDACTED]
[REDACTED]

Basis for Charity Projection

The charity care projections are based on Montefiore Medical Center's experience.

SQUARE FOOTAGE BREAKDOWN

TOTAL BUILDING SQUARE FOOTAGE:



NYSOMH NYCCC SQUARE FOOTAGE:



**MONTEFIORE EINSTEIN CENTER FOR
CHILDREN'S MENTAL HEALTH
ARTICLE 28 (AND ARTICLE 31)
SQUARE FOOTAGE:**



Montefiore Medical Center
 NYCCC Pediatric In Patient Psych unit
 Strata # 50000009622 updated for IT costs, Health Euity Impact Assessment and DOH fees correction
 Full renovation of an existing unit to be a locked pediatric psych unit.

			Depreciation Expense	
Capital & One-Time Costs				sequent years
Platform/Hardware Telecommunication/IT infras				
Software/Licensing		3		
Implementation/Pumps Monitors				
Equipment/Furniture		10		
Construction/Renovation		20		
Building/Property				
Other		10		
Total Capital & One-Time Costs				
	\$		\$	

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**

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.

Montefiore Medical Center operates services in accordance with all applicable state and federal regulations of relevance, and in accordance with accepted standards of medical practice. Montefiore Medical Center makes every effort to ensure that access to services is equitable and meets the needs of the community.

This acute inpatient pediatric acute psychiatric unit is in the East Bronx. This unit will be in leased space in a New York State Office of Mental Health facility. The Montefiore space will be distinct and separate.

The hours of operation are 24 hours a day, 7 days a week.

Quality oversight, including credentialing, utilization and quality assurance monitoring will be conducted in accordance with the existing policies and procedures of Montefiore Medical Center.

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

List of Proposed Ambulatory Surgery Category

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:

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.)

Montefiore Medical Center serves patients from throughout the Bronx and lower Westchester County, in addition to patients who come from outside these areas. We expect the population served at this location to come from the same service area currently served by Montefiore.

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

The population served by Montefiore Medical Center exhibits the general characteristics of the Bronx population at large. According to 2020 Census data, 54.8% of Bronx residents are Hispanic/Latino of any race, 28.5% are non-Hispanic black, 8.9% are non-Hispanic white and 4.6% are non-Hispanic Asian. More than one-third (33.7%) of Bronx residents were born outside of the United States. In the Bronx, more people speak a language other than English at home (57%) than speak “only English” (more than 40 languages). The Bronx was New York City’s first borough to have a majority of people of color and is the only borough with a Latino majority. Its foreign-born population comes from diverse corners of the globe.

Communities across the Bronx experience gaps in key areas impacting individual and community health and wellbeing. Between 2019-2020, there was a decline in employment for Bronx County residents at a rate of -1.71% (US Census Bureau). While annual income has increased over the last few years, the Bronx continues to see higher rates of poverty compared to the national average. In the Bronx, 27% of the population is living below the poverty line, compared to the national average of 12.8%. Further, while 36.5% of children in the Bronx are living below the poverty level, this is a 7.5% decrease from 2014.

Among the 62 counties in New York State ranked as part of the County Health Rankings, the Bronx has consistently ranked #62 for both the health outcomes and health factors domains

Given the association of poverty and chronic disease, the Bronx has indicators of health status that are substantially worse than all other regions of New York City and New York State.

This project will serve the specific population of children and adolescents ages 5-17, in need of inpatient behavioral health services.

Nationally, according to the American Psychological Association (APA), children's mental health is in crisis. And, according to the Health Resources & Services Administration (HRSA), there is a severe shortage of mental health services. A JAMA study found that overall visits to pediatric emergency rooms for mental health crises increased 43 percent from 2015 to 2020, rising by 8 percent per year on average, with an increase in emergency visits for every category of mental illness. Children in the Bronx are suffering from behavioral health disorders at elevated levels - 281,629 children ages 5-17 live in the Bronx; 56,326 of those children have a behavioral health disorder; 28,163 are considered to have serious emotional disturbances; 74% of Bronx high school students report high levels of stress and anxiety; Suicide among Bronx children ages 5-17 has doubled in the past decade; 35% of children in the Bronx report suffering from depression; and 12% of Bronx students report one or more suicide attempt in the past year. Behavioral health services for children and adolescents are critically lacking in the Bronx. HRSA classifies the Shortage of Pediatric Psychiatrists in the Bronx as SEVERE. There are a scarcity of both specialists practicing child and adolescent psychiatry and inpatient beds specifically for this population – there are less than 100 inpatient psychiatric beds in service in the Bronx and none within the Montefiore network.

In Montefiore's most recent Community Health Needs Assessment, participants in the primary data collection survey were asked about their experiences with mental health and needs related to the social determinants of health (i.e. food, housing, and other expenses). They were asked whether, in the last 12 months, they experienced any of the following:

- Anxiety or depression
- Increased household expenses
- Difficulty paying utilities of other monthly bills
- Difficulty paying rent/mortgage, increased medical expenses
- Hunger or skipped meals because of lack of money
- None of the above

Experiencing anxiety or depression was the most common response at 38%, followed by increased household expenses (32%), and none of the above (26%).

Analysis of quantitative data highlights a substantial demand for a child and adolescent inpatient psychiatric unit within our service area, where the total population is 1.4 million, with approximately 335,000 representing the demographic of children and adolescents. Presently, the availability of inpatient psychiatric beds for this age group is limited to just 25.

Emergency departments, specifically The Children's Hospital at Montefiore, handle a substantial volume of children and adolescents experiencing acute psychiatric crises, requiring transfer to inpatient psychiatry. This proposed inpatient psychiatric unit will serve approximately 25 children and adolescents per month transferred from emergency departments, with a focus on those from The Children's Hospital at

Montefiore. In 2023, an average of 16 children per month were transferred from The Children’s Hospital at Montefiore Emergency Department to inpatient psychiatry units.

Drawing from our firsthand experiences and discussions with mental health professionals, including psychiatrists, psychologists, and social workers in the area, we have gained qualitative insights that shed light on the unmet needs and resource deficiencies within the existing mental health care system and specifically this service area.

The combination of these quantitative and qualitative methods underscores the pressing need for an inpatient psychiatric unit. The establishment of such a facility aims to alleviate the strain on emergency departments, offering a specialized setting for comprehensive inpatient psychiatric care and contributing to improved mental health outcomes in our community.

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.

Thanks to extensive discussions between Montefiore Medical Center and NYS Office of Mental Health and with capital support from Montefiore and the State, we believe we are in a favorable position to make significant inroads in the Bronx to address behavioral health in children with creation of a 21-bed child and adolescent psychiatry unit to be in space leased at the New York City Children’s Center (NYCCC) – Bronx Campus.

The acute inpatient psychiatric unit will serve patients, ages 5-17. [REDACTED] Each patient will receive a longitudinal diagnostic evaluation over the course of his or her hospitalization and will be treated using a multidisciplinary and multi-modal approach, with individual and group psychotherapy, pharmacotherapy, family therapy and disposition planning. The unit will serve patients from NYC with an emphasis on serving residents of the Bronx. The unit will serve patients who have been diagnosed with at least one DSM-5 diagnosis and are, at time of admission, deemed to be a danger to themselves or others and/or are not functioning well in the community, related to a treatable psychiatric condition.

There is a major need for acute inpatient child and adolescent psychiatry beds in the Bronx. Young patients from the Children’s Hospital at Montefiore (CHAM) ED (and other EDs throughout the Bronx) who require inpatient psychiatric care [REDACTED] waiting for scarce beds to open in Westchester (e.g., Four Winds) or in Manhattan.

[REDACTED]. Given their acute symptoms, often suicidality or psychosis, they also often require a disproportionate amount of nursing and other ED staff time. The relative lack of inpatient child and adolescent psychiatry beds has been highlighted as a national challenge, but it is also a crisis at the local level.

A unit under Montefiore's auspices will help address the behavioral health of the children in the Bronx, alleviate back-ups in our ED, prolonged length of stay of patients awaiting psychiatric transfer on CHAM inpatient units and would integrate well with our existing and anticipated outpatient and intensive outpatient services for children and adolescents at Montefiore.

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

There is an unmet need for inpatient acute psychiatric beds in the Bronx, as evidenced by:

>The experience Montefiore has in transferring the children seen in our Emergency Department who need an inpatient acute psychiatric bed - there are seldom beds available in the Bronx resulting in these children being transferred out of borough and away from home and family.

>The Governor's Comprehensive Plan to Fix New York State's Continuum of Mental Health Care, including a transformative plan that will increase capacity for Inpatient Psychiatric Treatment by 1,000 Beds.

> The recent RFP issued by NYSOMH with the purpose to provide capital for expanding inpatient psychiatric capacity for adults, children and adolescents. This RFP notes that one of the priority areas is to support unmet need for inpatient care for young people, with awards issued for 2 units for children and/or youth in New York City.

- (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, all patients needing care will be served regardless of their ability to pay or source of payment.

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

The population is currently grossly underserved in the Bronx. There is only one acute inpatient psychiatric unit for children and adolescents in the Bronx, at BronxCare. This unit is at capacity most of the time. We have only been able to transfer a very limited number of patients to Bronx Care (on average, 1 or 2 annually). Otherwise, the children and adolescents in need of inpatient acute psychiatric go to Four Winds in Westchester County or to units in Manhattan.

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.

The target population to be served faces a variety of health, safety, and environmental problems as reported by the NYC Department of Health and Mental Hygiene. While the Bronx has continued to improve, along with New York City, in the overall reduction of

negative health outcomes, the gap between the Bronx and the other boroughs remains and it has maintained its status as the epicenter of the asthma, HIV, and drug epidemics in New York City. The County also continues to demonstrate excess mortality rates from heart disease, stroke, and diabetes compared to citywide and national averages.

For acute inpatient psychiatry for children and adolescents, there is a marked underservice for a community of its size. Provision of these services in the community will make it easier for patients to access services and foster equitable care in the community.

The establishment of additional inpatient acute psychiatric capacity for children and adolescents in this service area will provide needed services to the population. These needed services will help to address the health problems and disparities in the region. Montefiore has a long history of providing needed programs and services to address the health needs of the population in its service area.

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.

It is Montefiore's mission to provide comprehensive health care for the City's most medically underserved residents as well as to close the gap in health disparities. To achieve Montefiore Medical Center's Community Service Implementation Plan as well as its strategic goals, an expansion of primary care is critical. With an additional primary health center facility, Montefiore will achieve an increase in capacity and make a significant impact on the well being of the community.

Montefiore's CSP focus areas and interventions do not directly relate specifically to this proposal to establish inpatient acute psychiatric beds for children and adolescents. The proposed project, where 21 acute inpatient psychiatric beds will be opened, will have a very important role in alleviating health care disparities and inequalities in the Bronx and lower Westchester, improving equity for a disenfranchised population. The specific needs of the communities surrounding the catchment area are related to many factors including a high number of individuals from diverse ethnic and cultural backgrounds that are often socioeconomically challenged and use English as a second language. The disease burden includes some of the highest rates of stroke, amputation, and cardiovascular disease in the nation. Despite this, there has been a consistent lack of adequate rehabilitation services in the neighborhood, leading patients to either travel to other boroughs of New York City or beyond, which is costly, or forgo services all together. The creation of increased rehabilitation services will be a significant improvement over the current insufficient resources for a community with such great needs.

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

To identify priorities and programming for the 2022-2024 CHNA cycle, MMC reviewed and assessed primary data from the 2022 Community Health Needs Assessment Survey, community feedback from stakeholders and community members, recent secondary data on health outcomes for Bronx residents, key health disparities in the Bronx, and the resources and priorities of the health system. Based on the priorities for the NYS Prevention Agenda and input from the community, priorities and focus areas for the Community Service Plan (CSP) were selected to allow us to address pressing health needs of the community while working closely with community partners with a focus on addressing key health disparities in the Bronx.

For the 2022-2024 Community Service Plan cycle, MMC has identified two priority areas in which the supportive services and programs provided by MMC and the needs of the community aligned: 1) Cancer and 2) Women's and Maternal Health Care. All initiatives are described in detail in the full report. Below is a summary of the programs selected for the CSP. 10

Cancer Screening

The Bronx faces a formidable cancer burden. Late-stage diagnosis of screen-detectable cancers at Montefiore Einstein Cancer Center (MECC) in 2020-21 was 22.5%, with rates exceeding 30% in several neighborhoods in the Bronx. Although poverty throughout the Bronx is high with 30% living below the federal poverty level, late-stage diagnosis does not occur exclusively in the poorest neighborhoods.

Based on NY State Dept of Health 2019 “Information for Action Reports”, adherence to cancer screening in our catchment area was 71.5% colorectal (CRC), 84.0% breast, and 80.5% cervical, respectively. Of the 62 NY State counties, Bronx ranked 27th, 12th, and 42nd in terms of cancer screening and close to state medians in each case. Although these rates alone indicate room for improvement, they do not tell the whole story. MECC conducted the Bronx Catchment Area Survey in 2017- 2018, which included complete data on cancer attitudes and screening behavior from 1430 respondents reflecting the demographics of the Bronx. A subset of 608 respondents completed an in-depth module on stress experienced in the past year due to social determinants of health. We found that 62% of Bronx residents reported high stress related to at least one social determinant, including problems with money for food and other needs (38%), employment (28%), transportation (21%), housing (19%), physical limitations (23%) medical care (14%) and public services (11%). Nearly 40% identified 3 or more sources of high stress. Analysis revealed that each high-stress exposure reduced the likelihood of adherence to colorectal cancer screening by 10%, mammography by 15%, and Pap testing by 16%. In sum, although many in our catchment area can obtain timely cancer screening, these data suggest the importance of reaching segments of the Bronx community particularly affected by social determinants of health.

MECC will implement two cancer screening programs as part of the 2022-2024 CSP to address disparities in screening rates. Programs included in the 2022-2024 CSP are the “Sidewalks to Screenings” program and NYC CONNECT. The identified programs will address the following prevention agenda priority:

Prevention Agenda Priority: Prevent Chronic Diseases

Focus Area 4: Preventive Care and Management Goal 4.1: Increase cancer screening rates

The leading indicators we will use for increasing cancer screening rates are 1) increase the percentage of women with an annual household income less than \$25,000 who receive a breast cancer screening based on most recent guidelines; 2) increase the percentage of adults who receive a colorectal cancer screening based on the most recent guidelines (ages 50 to 75 years); and 3) increase the percentage of adults aged 50-64 who receive a colorectal cancer screening based on the most recent guidelines

Maternal Health

The 2019 NY State Taskforce Report on Maternal Mortality and Disparate Racial Outcomes reported that the maternal mortality rate for Black women in New York is 51.6 deaths per 100,000 live births compared to 15.9 deaths per 100,000 live births for white women. Black women are approximately three times more likely to die in childbirth than

white women. Given these stark disparities, it is crucial that health systems implement strategies to prioritize and improve maternal health outcomes. One important pathway for health systems in addressing disparities in order to advance health equity, is to screen for unmet social needs and connect patients who want help to both internal and external resources to address those needs.

In 2021, MMC established the Community Health Worker Institute (CHWI) to integrate social care into the delivery of health care by adding community health workers to clinical teams. It is the aim of the CHWI to test an innovative CHW model at scale across MMC's primary care network. The CHWI will provide support to seven Obstetrics and Gynecology (OB/GYN) outpatient practices at MMC to establish social needs screening workflows and integrate referral systems to community health workers (CHWs). MMC will establish a social care coordination team in each department, which will include administrative staff, patient navigators, social workers, clinicians, and CHWs. Provider champions in each department will be recruited and trained to build and lead the care coordination team. The CHWI will address the following prevention agenda priority:

Prevention Agenda Priority: Promote Health Women, Infants and Children

Focus Area 4: Cross Cutting Healthy Women, Infants, & Children

Goal 4.1: Reduce racial, ethnic, economic, and geographic disparities in maternal and child health outcomes, and promote health equity for maternal and child health populations

Although lead indicators were not identified in the 2019-2024 NYS Prevention Agenda for this goal, the team has identified key measures for this work. MMC seeks to 1) conduct a social needs assessment on 50 percent of active pediatric patients and mothers at participating practices; 2) provide referral support to at least 50 percent of patients who are identified as having an unmet social need(s) and request assistance; and 3) link at least 50 percent of families to appropriate social service agencies.

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

Cancer Screening:

Montefiore will implement two cancer screening programs as part of the 2022-2024 CSP to address disparities in screening rates. Programs included in the 2022-2024 CSP are the "Sidewalks to Screenings" program and NYC CONNECT. The identified programs will address the following prevention agenda priority:

Prevention Agenda Priority: Prevent Chronic Diseases

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The leading indicators we will use for increasing cancer screening rates are 1) increase the percentage of women with an annual household income less than \$25,000 who receive a breast cancer screening based on most recent guidelines; 2) increase the percentage of adults who receive a colorectal cancer screening based on the most recent guidelines (ages 50 to 75 years); and 3) increase the percentage of adults aged 50-64 who receive a colorectal cancer screening based on the most recent guidelines.

Maternal Health:

In 2021, Montefiore established the Community Health Worker Institute (CHWI) to integrate social care into the delivery of health care by adding community health workers to clinical teams. It is the aim of the CHWI to test an innovative CHW model at scale across MMC's primary care network. The CHWI will provide support to seven Obstetrics and Gynecology (OB/GYN) outpatient practices at MMC to establish social needs screening workflows and integrate referral systems to community health workers (CHWs). MMC will establish a social care coordination team in each department, which will include administrative staff, patient navigators, social workers, clinicians, and CHWs. Provider champions in each department will be recruited and trained to build and lead the care coordination team.

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

Yes. MMC continues to partner with NYC DOHMH and the Bureau of Bronx Neighborhood Health to provide residents with health promotion and educational information and programming, aimed at improving the health of our communities.

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

The specific measures for each Prevention Agenda intervention are described in the complete Community Service Plan submission. We will collect data prior and post the interventions to be able to measure progress of each intervention.

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)

Yes

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?

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: 1500 Waters Place Bronx, NY 10461 <i>(Enter street address of facility)</i>
--

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

*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)

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

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

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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS, ACUTE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS, CHRONIC [Complete the ESRD section 16C-3(a)&(b)]	_____	_____	_____	_____
TRANSPLANT				
HEART - ADULT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEART - PEDIATRIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KIDNEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIVER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRAUMATIC BRAIN INJURY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

⁵RADIOLOGY – THERAPEUTIC includes Linear Accelerators

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

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

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.

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.

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.

Schedule 16 E. Utilization/Discharge and Patient Days

Service (Beds) Classification	Current Year Start date:		1st Year Start date: 1/1/2025		3rd Year Start date:1/1/2027	
	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.

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.

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.

**Schedule 20 -
CON Forms Specific to Programs of the
Office of Mental Health,
Office of Alcoholism and Substance Abuse Services,
and
Office of Mental Retardation and Developmental
Disabilities**

Contents:

- **Schedule 20 A - Office of Mental Health Program Information**
- **Schedule 20 B - Office of Alcoholism and Substance Abuse Services Programs.**
- **Schedule 20 C - Office for People with Developmental Disabilities Programs (reserved - forms not yet developed)**

New York State Department of Health
Certificate of Need Application

Schedule 20A

Office of Mental Health Program

This information is **required of Article 28 hospitals and diagnostic and treatment centers for projects that include mental health programs** subject to an operating certificate or prior approval by the Office of Mental Health under Article 31 of the Mental Hygiene Law (MHL). These projects include a new mental health program, or a new site, or modification to an existing program. Per MHL Article 31, prior consultation with the Local Government Unit and local Office of Mental Health Field Office is required before submission of the Article 28 application.

Section A - Attachments for New Program or New Satellite Location

1. **Program and Service Area**

- a. Identify the type of mental health program to be provided.
- b. Define the geographic or political boundaries of the area to be served by the proposed program.
- c. Describe how the proposed program will function within the mental health system in the area to be served.

a. The mental health program to be provided is a 21 bed acute inpatient psychiatric unit for children and adolescents.

b. The area to be served by the program will be primarily the entire borough of the Bronx. The program will also serve lower Westchester.

c. A large proportion of the patients that will be admitted to this unit will come from the Children's Hospital at Montefiore's Emergency Department. This unit is an important additional component of the behavioral health services that Montefiore provides to children and adolescents. The program will be located in a building operated by the NYS Office of Mental Health. There will continue to be ongoing communication and collaboration with the NYS Office of Mental Health and the NYC Department of Health and Mental Hygiene. We will also be in communication with other health care facilities, in situations where children and adolescents are in need of this type of inpatient care.

2. **Problems and Needs**

- a. Describe the target population for the program qualitatively and quantitatively. Describe problems of the target population and their families, and describe how the proposed program will address these problems.
- b. Describe how your organization currently serves the target population (if applicable).
- c. Provide any other information supporting need for the proposed program.

a. Nationally, according to the American Psychological Association (APA), nationally, children's mental health is in crisis. And, according to the Health Resources & Services Administration (HRSA), there is a severe shortage of mental health services. A JAMA study found that overall visits to pediatric emergency rooms for mental health crises increased 43 percent from 2015 to 2020, rising by 8 percent per year on average, with an increase in emergency visits for every category of mental illness. Children in the Bronx are suffering from behavioral health disorders at elevated levels - 281,629 children ages 5-17 live in the Bronx; 56,326 of those children have a behavioral health disorder; 28,163 are considered to have serious emotional disturbances; 74% of Bronx high school students report high levels of stress and anxiety; Suicide among Bronx children ages 5-17 has doubled in the past decade; 35% of children in the Bronx report suffering from depression; and 12% of Bronx students report one or more suicide attempt in the past year. Behavioral health services for children and adolescents are critically lacking in the

New York State Department of Health Certificate of Need Application

Schedule 20A

Bronx. HRSA classifies the Shortage of Pediatric Psychiatrists in the Bronx as SEVERE. There are a scarcity of both specialists practicing child and adolescent psychiatry and inpatient beds specifically for this population – there are less than 100 inpatient psychiatric beds in service in the Bronx and none within the Montefiore network.

- b. Currently, Montefiore only is able to serve the target population in the Emergency Department of the Children’s Hospital at Montefiore. When it is determined that these children and adolescents need to be admitted to an acute inpatient psychiatric unit, Montefiore must transfer them to a facility outside the Montefiore system.
- c. There is a major need for acute inpatient child and adolescent psychiatry beds in the Bronx. Young patients from the Children’s Hospital at Montefiore (CHAM) ED (and other EDs throughout the Bronx) who require inpatient psychiatric care often are stuck in the EDs with their families for several or more days while waiting for scarce beds to open in Westchester (e.g., Four Winds) or in Manhattan. Given their acute symptoms, often suicidality or psychosis, they also often require a disproportionate amount of nursing and other ED staff time. The relative lack of inpatient child and adolescent psychiatry beds has been highlighted as a national challenge, but it is also a crisis at the local level.

There is an unmet need for inpatient acute psychiatric beds in the Bronx, as evidenced by:

- The experience Montefiore has in transferring the children seen in our Emergency Department who need an inpatient acute psychiatric bed - there are seldom beds available in the Bronx resulting in these children being transferred out of borough and away from home and family.
- The Governor's Comprehensive Plan to Fix New York State's Continuum of Mental Health Care, including a transformative plan that will Increase capacity for Inpatient Psychiatric Treatment by 1,000 Beds.
- The recent RFP issued by NYSOMH with the purpose to provide capital for expanding inpatient psychiatric capacity for adults, children and adolescents. This RFP notes that one of the priority areas is to support unmet need for inpatient care for young people, with awards issued for two units for children and/or youth in New York City.

3. Access

- a. Describe how the program will serve the poor and the medically indigent.
- b. Describe the mechanisms by which the program will address the cultural and ethnic backgrounds in the treatment of the population in the service area.
- c. Describe the mechanisms for participation of consumer representation within the governing body (if applicable).
- d. Describe plans to enable persons with physical disabilities to access services, consistent with the characteristics of the population to be served.
- e. Indicate the transportation arrangements through which individuals will access the program.

- a. **Montefiore Medical Center provides services to all, regardless of the ability to pay. The projected patient population for this program is 100% Medicaid.**
- b. **The establishment of this program will improve access to care for underserved populations, will create more available beds to treat children & adolescents with DSM-5 diagnoses, thereby expanding access, and address health disparities for underserved populations. For instance, Black youth are the least likely racial group to have received adequate psychopharmacologic intervention for their presenting mental health problems. (2022 American Academy of Child & Adolescent Psychiatry Annual Meeting). This program will focus attention on implementing innovative strategies, reducing**

New York State Department of Health
Certificate of Need Application

Schedule 20A

measurement bias and tailoring services to improve access to mental health care among historically underserved populations. This program will promote effective advocacy efforts, non-discriminating, and culturally competent services, by providing a individualized approach to service delivery for the child and family within the context of his/her home and community as an alternative to treatment in out-of-home settings, while attending to family and systems issues that impact such care.

c. N/A

d. [Redacted]

4. **Continuity of Care**

- a. Describe a plan to ensure continuity of care within the mental health system and with other service systems. Identify specific providers to ensure linkages among programs.
- b. For outpatient programs, describe a plan by which patients in the program will be assisted during hours when the program is not in operation.

[Redacted]

b. N/A

5. **Implementation**

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Describe start-up or phase-in activities necessary to implement the program. Include timeframes in your description.

The unit will function at full capacity at date of opening, assuming staffing of medical, nursing and ancillary services is in place.

Prior to this, in terms of start-up activities, we will be working on key renovations, developing key operational workflows and policies and procedures, and very focused on advertising positions and recruitment of essential personnel to staff the unit in advance of opening.

6. **Functional Program**

- a. Mission - Provide an overview of the proposed program and describe the treatment philosophy. **Montefiore Medical Center's mission is: To heal, to teach, to discover and to advance the health of the communities we serve. Montefiore builds upon our rich history of medical innovation and community service to improve the lives of those in our care. Our mission is exemplified in our exceptional, compassionate care and dedication to improve the well-being of those we serve.**

Our treatment philosophy: We are committed to providing comprehensive, compassionate, and evidence-based care for children and adolescents experiencing acute psychiatric challenges, using a culturally responsive and trauma-informed approach.

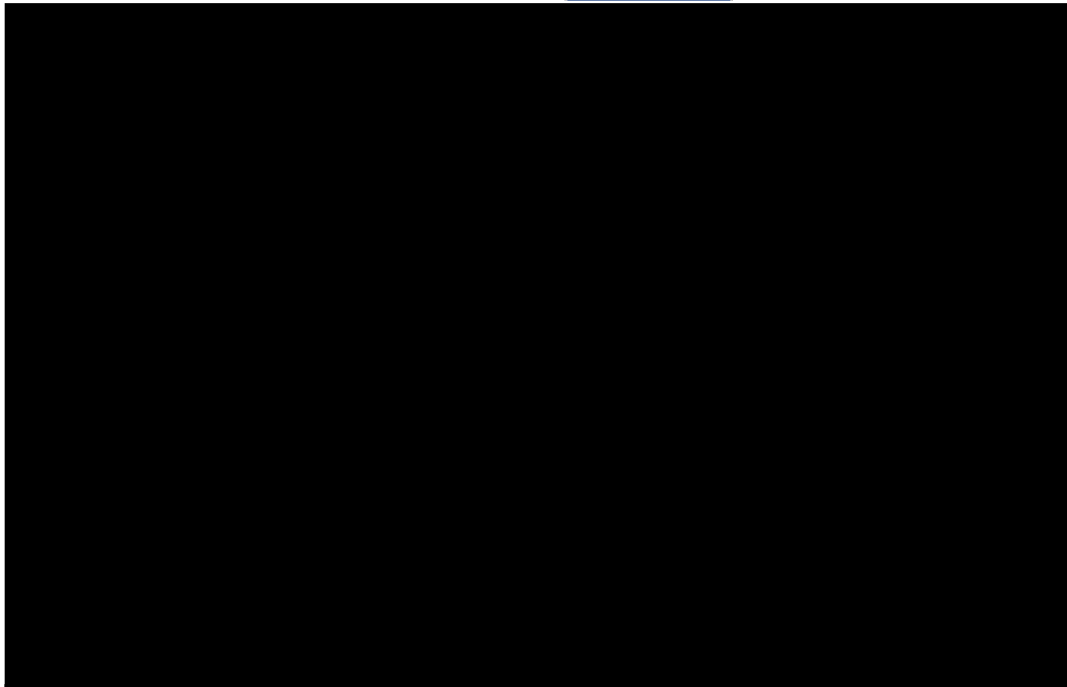
We believe in supporting and empowering our patients and their loved ones. This includes developing a deep understanding of the wholeness of their lives, including the impact of their illnesses. Our aim is to create an environment where patients can thrive during treatment and continue their successes post hospitalization.

- b. Organization - Describe the lines of authority from the governing body to the proposed program. Indicate the relationship of the program to other programs operated by your agency.

[REDACTED]

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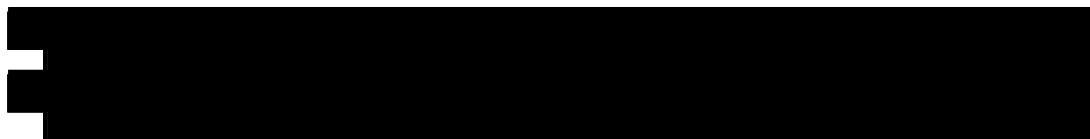
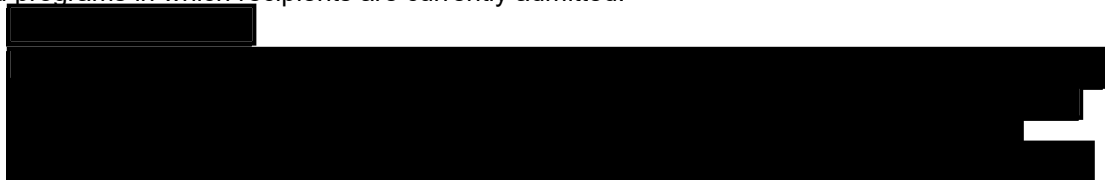


c. Goals and Objectives - Describe the goals, objectives, and expected outcomes of the program. Indicate average length of stay.

- To provide a safe environment for children and adolescents who are at risk of harming themselves or others or cannot function safely in the community due to their psychiatric condition.
- To treat acute psychiatric symptoms with medications and psychotherapy, and to monitor the effects and side effects of these interventions.
- To coordinate outpatient supports for children and adolescents, such as referrals to community services for continued treatment and support.
- To help children, adolescents and their families develop coping skills, self-care strategies, and recovery plans for their psychiatric condition.
- To educate patients and their families about mental illness, its causes, treatments, and prognosis.



d. Admission - Describe admission criteria, policies, and procedures. Include inclusionary and exclusionary criteria, process, timeframes, record keeping, and procedures for notifying families and programs in which recipients are currently admitted.



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[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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- f. Services - Provide a detailed description of all services available to recipients admitted to the program. Specify how these services will be provided and the staff position responsible for providing the service. Identify the provider of any services to be delivered by other than the proposed program. For programs serving children, describe plans to coordinate with the family and the school.

**Assessment, diagnosis and care for children and adolescents with psychiatric disorders
Medication Treatments, Nursing services, social work, creative arts therapy, psychology
services, group therapy, family therapy, treatment planning, crisis intervention,
discharge planning and educational services.**



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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]		
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]
[REDACTED]		[REDACTED]

Rationale: The proposed staffing structure includes a multi-disciplinary team designed to provide comprehensive care, ensure patient safety, address the complex needs of children and adolescents with psychiatric disorders, and create an environment where children and adolescents can stabilize, receive appropriate treatment, and make progress toward recovery.
The staffing plan allows for 24 hours a day, 7 days a week continuous care.

[REDACTED]

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[REDACTED]

- i. Premises - Provide a description of the premises to be used by the program. Include appropriately labeled sketch drawings showing use and dimensions of rooms.

[REDACTED]

- j. Waivers - Identify any waiver requests and provide justification for the request. Indicate the effect on your proposed program if the request is denied.

No waivers requests are necessary.

[REDACTED]

7. **Fiscal**

- a. Unless provided elsewhere in this application, submit a proposed budget for the first and second year of full operation of the mental health program.
- b. If Medicaid revenue is included, indicate the source and availability of the state share of Medicaid for projects other than Article 31 Clinics.

a. The proposed budget is included in the Schedule 13 of this application, which includes projections for Years 1 and 3. In addition, the proposed budget has been included in the PAR submission to OMH.

b. The Medicaid revenue source and availability is included in the state Medicaid budget, based on current reimbursement rates.

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Section B - Attachments for Program Expansion at Existing Program or Site **N/A**

1. Identify the program.

2. Provide justification and data supporting the need for the expansion.

3. Describe the impact of the expansion on services, staffing, caseload and space.

4. Provide a detailed description of services available to recipients as a result of the proposed expansion. Specify how these services will be provided and the staff positions responsible for providing the service. Identify the provider of any services to be delivered by other than the provider of the licensed program. For programs expanding to serve children, describe plans to coordinate with the family and the school.

5. Indicate the fiscal impact of the expansion. Provide the incremental increases to expenses and revenues. If additional Medicaid is proposed to support the expansion, for projects other than Article 31 clinics, indicate the source and availability of the state share of Medicaid.

Section C - Attachments for Other Projects Requiring Prior Approval of OMH

In all projects, identify the program affected.

1. **Reduce Existing Program**

- a. Indicate proposed effective date for reduction.
- b. Describe the reasons for the reduction and the impact (if any) on individuals currently receiving services.

2. **Closure of Program or Site**

- a. Indicate proposed effective date of closure.
- b. Describe the reasons for closing the program or site.
- c. Submit a transition plan showing that recipients will be linked to appropriate alternative programs, the alternative programs have agreed to accept the referrals, recipient transportation needs will be addressed, and follow-up will occur to confirm recipient linkage to programs.
- d. If the rationale for closure includes fiscal considerations, provide documentation to substantiate the lack of fiscal viability in the long-term.
- e. Submit a plan for safeguarding recipient records and financial accounts.
- f. Describe the process and timeframe for evaluation and placement of recipients and completion of other activities to conclude the affairs of the program.

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3. Change in Location

- a. Indicate proposed effective date of relocation.
- b. Identify the new location.
- c. Describe the reasons for the relocation.
- d. Describe how access and transportation needs will be addressed.
- e. Provide a description of the premises to be used. Include appropriately labeled sketch drawings showing use and dimensions of rooms.
- f. Provide a Certificate of Occupancy or equivalent from the local buildings jurisdiction prior to occupancy.
- g. If program relocates to new county or borough, complete Section A (1-7).

4. Change of Sponsor

- a. Identify new sponsor and current sponsor.
- b. Describe the reasons for changing sponsorship of the program(s).
- c. Include written concurrence from the current sponsor for transfer of the program(s). If current sponsor is a corporation include resolution from the Board of Directors.
- d. Describe any changes to be made in operation of the program(s).
- e. Describe the qualifications of the new sponsor for the operation of mental health programs.
- f. Indicate any financial considerations involved in the change of sponsor.
- g. Submit a transition plan, including timeframes, for the change of sponsor.

5. Capital Project

- a. Describe the reasons for the project.

6. Change in Population Served

- b. Describe the population currently served in the program. Include quantitative and qualitative data.
- c. Describe the population being added to or deleted from the program. Include quantitative and qualitative data.
- d. Explain the reasons for the change in population.
- e. If adding population, provide justification and data to support the need to serve this population.
- f. Describe the impact of the addition or deletion on the existing program in terms of services, staffing, staff expertise, linkages, space, capacity or caseload, and fiscal (including the impact on the state share of Medicaid, for projects other than Article 31 Clinics).

7. Other Projects

- a. Describe the project and the reasons for requesting approval. If an emergency situation, fully describe the nature of the emergency and the necessity for approval.
- b. If a management contract or clinical services contract, provide:
 - I. Reasons for entering into the proposed contract
 - II. Copy of the proposed contract.
 - III. Background on the principals, officers, and directors of the organization.
 - IV. Information in sufficient detail to enable review of the project pursuant to Part 551.7(a)(15) of Title 14 NYCRR.

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Schedule 20B

Office of Alcoholism and Substance Abuse Services Program

This information is required of Article 28 hospitals and diagnostic and treatment centers for projects that include Chemical Dependency (CD) programs subject to an operating certificate or prior approval by the Office of Alcoholism and Substance Abuse Services (OASAS) under Article 32 of the Mental Hygiene Law (MHL). These projects include a new Chemical Dependency (CD) program, or a new site, or a modification to an existing program. Per MHL Article 32, prior consultation with the Local Governmental Unit (LGU) and local OASAS Field Office is required before submission of the Article 28 application.

Section A – Attachments for New Service, New Additional Location or Capacity Increase of beds

1 Program and Service Area

- a) Identify the type CD treatment service to be provided.
- b) Provide a description of the area where the applicant plans to provide CD services.
- c) Describe how the proposed program will function within the network of CD provider in this area.

2 Need

- a) Provide an assessment of the need for the services requested.
- b) Describe how your organization currently serves the target population (if applicable).
- c) Provide any other information supporting need for the proposed program.

3 Functional Program

- a) Mission - Describe the applicant's approach/philosophy regarding the treatment of chemical dependence; include use of self-help services, medication, individual/group counseling and other treatment techniques.
- b) Organization – Describe the lines of authority from the governing body to the proposed program. Indicate the relationship of the program to other programs operated by your agency.
- c) Goals and Objectives - Provide a detailed list including, but not limited to: expected outcomes for patients, planned numbers and frequency of service delivery, planned length of stay and other proposed measures of success.
- d) Policies and Procedures – Submit detailed CD operational policies and procedures in accord with the proposed services to be provided. (not required when adding an additional location or a capacity increase of beds)
- e) Additional Locations – Indicate current annual number units of services at main location and projected annual number units of services at the additional location.
- f) Services – Describe the proposed operating schedule including days and hours.
- g) Staffing – Provide a staffing plan for the program. Include descriptions of qualifications and duties for each staff person.
- h) Premises – Provide a description of the premises to be used by the program. Include floor plan sketches drawn to scale.
- i) Provide a Certificate of Occupancy or equivalent from the local buildings jurisdiction.

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4 Fiscal

- a) Submit a proposed budget for pre-operational expenses and first year of full operation.

5 Implementation

Describe start-up or phase-in activities necessary to implement the program. Include timeframes in your description.

Section B – Relocation an existing service.

1 Change in Location

- a) Indicate the proposed effective date of relocation.
- b) Identify the new location.
- c) Describe the reasons for the relocation.
- d) Describe how access and transportation needs will be addressed.
- e) Provide a description of the premises to be used by the program. Include floor plan sketches drawn to scale.
- f) Provide a Certificate of Occupancy or equivalent from the local buildings jurisdiction.
- g) If the program relocates to a new county or borough, Complete Section A (1).

Section C – Change of Sponsor

1 Change in Sponsor

- a) Identify the new sponsor and the current sponsor.
- b) Describe the reasons for changing sponsorship of the program(s).
- c) Include written concurrence from the current sponsor for transfer of the program(s). If current sponsor is a corporation, include a resolution from the Board of Directors.
- d) Describe any changes to be made in the operation of the program(s).
- e) Describe the qualifications of the new sponsor for the operation of CD programs.
- f) Indicate any financial considerations involved in the change of sponsor.
- g) Submit a transition plan, including timeframes, for the change of sponsor.