

Executive Summary

FSNR SNF, LLC, doing business as Four Seasons Nursing and Rehabilitation Center (Four Seasons), is a 270-bed residential health care facility (RHCF), including 20 certified ventilator-dependent beds, located at 1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236. In addition to its residential programs, Four Seasons operates two (2) Adult Day Health Care Programs (ADHCP), as follows:

- Lakeside/Parkshore Adult Day Health Care Center (“Lakeside”, PFI 7667) – 945 East 108th Street, Brooklyn (Kings County), New York 11236 (100 registrant capacity); and
- Sunrise/Parkshore Adult Day Health Care Center (“Sunrise”, PFI 6031) – 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236 (200 registrant capacity).

The two (2) ADHCP sites have been operating below capacity since reopening after the mandated COVID-19 pandemic closures. The average daily census (ADC) at Lakeside is 150 and the ADC at Sunrise is 225. Both facilities are approved to operate two (2) shifts daily. Four Seasons has engaged in aggressive marketing and community outreach efforts to increase community participation in each ADHCP. Despite its best efforts, Four Seasons has not been able to increase ADHCP registration. Therefore, in order to be able to more efficiently pool resources and continue providing high-quality ADHCP services for its registrants, Four Seasons has made the decision to close the Lakeside ADHCP and consolidate services at Sunrise. To effectuate this consolidation, Four Seasons is submitting this Administrative Review Certificate of Need (C.O.N.) Application to: 1) expand the capacity at Sunrise from 200 to 250 registrants (a net reduction between the two (2) sites of 50 registrants); and 2) perform renovations at Sunrise to accommodate the additional 50 slots and maintain ADA compliance.

As noted, the combined capacity of the two (2) ADHCPs will be reduced by only 50 slots. Sunrise is located only 12 blocks away (0.7 miles and four (4) minutes by car) from Lakeside. In addition, Sunrise is only one (1) block away from Four Seasons. The applicant believes that, with so many ADHCP closures across the State, the closure of Lakeside and the pooling of resources at Sunrise represents a positive outcome for ADHCP registrants. Strengthening the financial sustainability of Four Seasons’ ADHCP operations will allow all current registrants to retain access to vital care and social supports. The Four Seasons’ ADHCP serves 100% Medicaid recipients (traditional and dual-eligible).

This project includes renovating approximately 7,991 square feet of space to achieve FGI and 10 NYCRR code compliance for ADHCP facilities. The project will encompass several key initiatives including, expanding existing activity spaces to provide additional space; combining the social services and rehabilitation center to provide participants additional assistance; renovating existing non-compliant restrooms to bring them up to the current code; relocating the existing staff area from the cellar to the ground floor to allow for updated facilities; and repurposing the existing underutilized cellar area for additional registrant activity space. These renovations will be executed in phases to minimize disruption to the participants’ activities. Renovations will take approximately two (2) months to complete and will be paid for with cash by Four Seasons.

Four Seasons has submitted a proposed closure plan to its Regional Office for the closure of Lakeside and has included a Health Equity Impact Assessment with this Application. Four Seasons has also submitted a Limited Review Application to the Department for the closure of Lakeside/Parkshore Adult Day Health Care Center.

New York State Department of Health Certificate of Need Application

Schedule 1

Acknowledgement and Attestation

I hereby certify, under penalty of perjury, that I am duly authorized to subscribe and submit this application on behalf of the applicant: **FSNR SNF, LLC (Four Seasons Nursing and Rehabilitation Center)**

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 redacted	DATE
	02/07/25
Jeffrey Goldstein	TITLE
	Member

General Information

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

Contacts

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

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

Alternate Contact	NAME AND TITLE OF CONTACT PERSON		CONTACT PERSON'S COMPANY	
	Jeffrey Goldstein, Member		FSNR SNF, LLC (Four Seasons Nursing and Rehabilitation Center)	
	BUSINESS STREET ADDRESS			
	1555 Rockaway Parkway			
	CITY		STATE	ZIP
	Brooklyn		Kings	11236
	TELEPHONE		E-MAIL ADDRESS	
(718) 986-7317		itchmat@aol.com		

New York State Department of Health Certificate of Need Application

Schedule 1

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

CHIEF EXECUTIVE	NAME AND TITLE		
	Jeffrey Goldstein, Member		
	BUSINESS STREET ADDRESS		
	1555 Rockaway Parkway		
	CITY	STATE	ZIP
	Brooklyn	New York	11236
CHIEF EXECUTIVE	TELEPHONE		E-MAIL ADDRESS
	(718) 986-7317		itchmat@aol.com

The applicant's lead attorney should be identified:

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

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

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

The applicant's lead accountant should be identified:

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

Please list all Architects and Engineer contacts:

ARCHITECT and/or ENGINEER	NAME		FIRM	BUSINESS STREET ADDRESS
	Willy Zambrano, AIA		Zambrano Architectural Design, LLC	410 Atlantic Avenue
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS
	Freeport, NY 11520		(516) 327-0851	Willy@Zambranoarchitects.com

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

New York State Department of Health Certificate of Need Application

Schedule 1

Other Facilities Owned or Controlled by the Applicant

Establishment (with or without Construction) Applications only

NOT APPLICABLE

NYS Affiliated Facilities/Agencies

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

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

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

Facility Type	Facility Name	Operating Certificate or License Number	Facility ID (PFI)
---------------	---------------	---	-------------------

Out-of-State Affiliated Facilities/Agencies **N/A**

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

Facility Type	Name	Address	State/Country	Services Provided
---------------	------	---------	---------------	-------------------

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

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

**Schedule 1
Attachments**

**Four Seasons Nursing and Rehabilitation Center
(Sunrise/Parkshore Adult Day Health Care Center)**

1. Project Narrative
2. Medical Director's Curriculum Vitae (**REDACTED**)
3. Operating Certificate
4. Closure Plan
5. Hospital Transfer Agreements

PROJECT NARRATIVE

FSNR SNF, LLC, doing business as Four Seasons Nursing and Rehabilitation Center (Four Seasons), is a 270-bed residential health care facility (RHCF), including 20 certified ventilator-dependent beds, located at 1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236. In addition to its residential programs, Four Seasons operates two (2) Adult Day Health Care Programs (ADHCP), as follows:

- Lakeside/Parkshore Adult Day Health Care Center (“Lakeside”, PFI 7667) – 945 East 108th Street, Brooklyn (Kings County), New York 11236 (100 registrant capacity); and
- Sunrise/Parkshore Adult Day Health Care Center (“Sunrise”, PFI 6031) – 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236 (200 registrant capacity).

The two (2) ADHCP sites have been operating below capacity since reopening after the mandated COVID-19 pandemic closures. The average daily census (ADC) at Lakeside is 150 and the ADC at Sunrise is 225. Both facilities are approved to operate two (2) shifts daily. Four Seasons has engaged in aggressive marketing and community outreach efforts to increase registration at its ADHCPs, including: phone calls by day care staff to encourage registrants to return to the programs; attending community events at senior housing facilities; attending local food pantry programs; mailers with a number for a dedicated call center to target seniors within the local community; placing local newspaper advertisements; and hosting events at Lakeside targeted at local senior populations such as a Bingo Night and Community Thanksgiving Program. Despite its best efforts, Four Seasons has not been able to increase ADHCP registration to any great degree. Therefore, in order to be able to more efficiently pool resources and continue providing high-quality ADHCP services for its registrants, Four Seasons has made the decision to close the Lakeside ADHCP and consolidate services at Sunrise. To effectuate this consolidation, Four Seasons is submitting this Administrative Review Certificate of Need (C.O.N.) Application to: 1) expand the capacity at Sunrise from 200 to 250 registrants (a net reduction between the two (2) sites of 50 registrants); and 2)

perform renovations at Sunrise to accommodate the additional 50 slots and maintain ADA compliance.

As noted, the combined capacity of the two (2) ADHCPs will be reduced by only 50 slots. Sunrise is located only 12 blocks away (0.7 miles and four (4) minutes by car) from Lakeside. In addition, Sunrise is only one (1) block away from Four Seasons. The applicant believes that, with so many ADHCP closures across the State, the closure of Lakeside and the pooling of resources at Sunrise represents a positive outcome for ADHCP registrants. Strengthening the financial sustainability of Four Seasons' ADHCP operations will allow all current registrants to retain access to vital care and social supports. The Four Seasons' ADHCP serves 100% Medicaid recipients (traditional and dual-eligible).

This project includes renovating approximately 7,991 square feet of space to achieve FGI and 10 NYCRR code compliance for ADHCP facilities. The project will encompass several key initiatives including, expanding existing activity spaces to provide additional space; combining the social services and rehabilitation center to provide participants additional assistance; renovating existing non-compliant restrooms to bring them up to the current code; relocating the existing staff area from the cellar to the ground floor to allow for updated facilities; and repurposing the existing underutilized cellar area for additional registrant activity space. These renovations will be executed in phases to minimize disruption to the participants' activities. Renovations will take approximately two (2) months to complete. Please refer to the Schedule 6 Attachments for the pertinent architectural details. The Sunrise/Parkshore Adult Day Health Care Center will remain separate and distinct from any other entity at the location. Please refer to the separate and distinct assurances under the Schedule 19 Attachment.

Four Seasons has submitted a proposed closure plan to its Regional Office for the closure of Lakeside, a copy of which is included under this Attachment, and has included a Health Equity

Impact Assessment with this Application as well. Four Seasons has also submitted to the Department a Limited Review Application for the closure of Lakeside/Parkshore Adult Day Health Care Center.

As mentioned above, the two (2) ADHCP sites have been operating below capacity since reopening after the mandated COVID-19 pandemic closures. Both ADHCPs operate three (3) days per week and two (2) shifts per day. Currently, the average daily census (ADC) at Lakeside is 150 and the ADC at Sunrise is 225, or approximately 63% occupancy between the two (2) sites (375/600), which is slightly over 2023 (55% occupancy). As depicted on Schedule 13D, after the consolidation of the two (2) sites, Four Seasons is conservatively forecasting 51,645 visits in Year 1 (based on 2023 data) of this project (approximately 65% occupancy) and 54,227 visits in Year 3 of this project (approximately 70% occupancy).

Due to the consolidation of the two (2) ADHCPs, Four Seasons is anticipating a reduction in non-salary operating expenses as a result of becoming more efficient and by value-engineering certain vendor relationships that will reduce overhead expenses, which will result in the ADHCP becoming leaner and more efficient. There is common ownership in Four Seasons and FSNR Acquisition Group, LLC, the owner of both buildings the ADHCPs occupy. Upon the closure of Lakeside/Parkshore Adult Day Health Care Center, the building that it occupies will be sold; therefore, resulting in a decrease in allocated depreciation expenses. Upon the closure of Lakeside/Parkshore Adult Day Health Care Center, the applicant anticipates most of the participants of the Lakeside site to migrate to the Sunrise site. As noted, the applicant is projecting a conservative increase in volume by Year 3 of this project.

Elie Fteha, M.D. will continue to serve as the ADHCP's Medical Director. Please refer to the Schedule 1 Attachment for Dr. Fteha's curriculum vitae.

The proposed consolidation of the existing Four Seasons' ADHCPs is consistent with the needs of Four Seasons and its overall plan to continue to provide ADHCP services in a compassionate and cost-effective manner. The consolidation of the existing Four Seasons' ADHCPs will allow the program to continue and to operate in a financially solvent manner. The Sunrise ADHCP will continue to operate two (2) shifts per day, three (3) days per week, and will adjust days of operation as dictated by participant demand.

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

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

The delivery of services will continue to be coordinated by the Program Director, who directs the day-to-day activities to ensure safe and high-quality care, provides in-service education to staff, establishes and implements policies and procedures and maintains accurate records. The management philosophy of Four Seasons is that all registrants in the ADHCP will be provided the required services in a setting that contributes positively to their quality of life. In addition to the

management functions of Quality Improvement, in-service training and community education, the management will ensure that the day-to-day activities of the ADHCP are consistent with its current practice while operating at the consolidated site. The staffing plan is in conformance with 10 NYCRR guidelines and the experience of Four Seasons ADHCP's existing staffing at its current location. Please refer to Schedules 13B and 19B of this Application for the details of the current and projected staffing. All others aspects of the existing Four Seasons ADHCP including admissions, registration, medical records, quality improvement processes, transportation arrangements, in-service training programs, and community health education and outreach will remain intact in their current form at the consolidated site. Please refer to Schedule 19 for additional information.

Facility Id. 3227
Certificate No. 7001808N

Certified Beds - Total 270
RHCF 250
Ventilator Dependent 20

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



Effective Date: 03/20/2019
Expiration Date: NONE

OPERATING CERTIFICATE

Residential Health Care Facility - SNF

Four Seasons Nursing and Rehabilitation Center

1555 Rockaway Parkway

Brooklyn, New York 11236

Operator: FSNR SNF, LLC
Operator Class: Proprietary LLC

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

Baseline

Nursing Home Hemodialysis - Bedside Only Respite 2

Ventilator Dependent

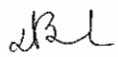
Other Authorized Locations

Adult Day Health Care Program - Offsite

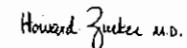
Lakeside/Parkshore Adult Day Health Care Center
Facility ID 7667
945 East 108th Street
Brooklyn, New York 11236

Sunrise/Parkshore Adult Day Health Care Center
Facility ID 6031
9517 Avenue J & 95th Street
Brooklyn, New York 11236

20200303


Deputy Commissioner, Office of Primary
Care and Health Systems Management

This certificate must be conspicuously displayed on the premises.


Howard Zucker M.D.

Commissioner

Four Seasons Nursing and Rehabilitation Center
1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236
(718) 927-6300
Operating Certificate No. 7001808N; PFI No. 3227
January 27, 2025

Closure Plan for Lakeside/Parkshore Adult Day Health Care Program

FSNR SNF, LLC, doing business as Four Seasons Nursing and Rehabilitation Center (Four Seasons), is a 270-bed residential health care facility (RHCF) located at 1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236. In addition to its residential programs, Four Seasons operates two (2) Adult Day Health Care Programs (ADHCP), as follows:

- Lakeside/Parkshore Adult Day Health Care Center (“Lakeside”, PFI 7667) – 945 East 108th Street, Brooklyn (Kings County), New York 11236 (100 registrant capacity); and
- Sunrise/Parkshore Adult Day Health Care Center (“Sunrise”, PFI 6031) – 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236 (200 registrant capacity).

The two (2) ADHCP sites have been operating below capacity since reopening after the mandated COVID-19 pandemic closures. The average daily census (ADC) at Lakeside is 150 and the ADC at Sunrise is 225. Both facilities are approved to operate two (2) shifts daily. Four Seasons has engaged in aggressive marketing and community outreach efforts to increase registration at its ADHCPs, including: phone calls by day care staff to encourage registrants to return to the programs; attending community events at senior housing facilities; attending local food pantry programs; mailers with a number for a dedicated call center to target seniors within the local community; placing local newspaper advertisements; and hosting events at Lakeside targeted at local senior populations such as a Bingo Night and Community Thanksgiving Program. Despite its best efforts, Four Seasons has not been able to increase ADHCP registration. Therefore, in order to be able to more efficiently pool resources and continue providing high-quality ADHCP services for its registrants, Four Seasons has made the decision to close the Lakeside ADHCP and consolidate services at Sunrise.

In order to combine the two (2) ADHCPs, Four Seasons is submitting a Certificate of Need (C.O.N.) Application under separate cover to: 1) expand the capacity at Sunrise from 200 to 250 registrants (a net reduction between the two (2) sites of 50 registrants); and 2) perform renovations at Sunrise to accommodate the additional 50 slots, maintain ADA compliance and beautify outdoor spaces. As noted, the combined capacity of the two (2) ADHCPs will be reduced by only 50 slots. Sunrise is located only 12 blocks away (0.7 miles and four (4) minutes by car) from Lakeside. In addition, Sunrise is only one (1) block away from Four Seasons. The applicant believes that, with so many ADHCP closures across the State, closure of Lakeside and pooling resources at Sunrise represents a positive outcome for ADHCP registrants. Strengthening the financial sustainability of Four Seasons’ ADHCP operations will allow all current registrants to retain access to vital care and social supports.

1. Evidence of verbal and written notification.

Verbal notification was provided to Ms. Shawn Dudley at the Metropolitan Area Regional Office (MARO) on January 14, 2025 by Ms. Caroline Rich, Chief Operating Officer of Four Seasons. Submission of this Closure Plan serves as the written notification to MARO.

Four Seasons Nursing and Rehabilitation Center
1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236
(718) 927-6300
Operating Certificate No. 7001808N; PFI No. 3227
January 27, 2025

2. Fiscal Intermediary Contact and request for Form 855A.

Not Applicable.

3. Target closure date, facility capacity, current census.

The target closure date for Lakeside is on or around April 28, 2025. The ADHCP is certified for 100 registrants. The average daily census of Lakeside is 150. (As noted above, the ADHCP is approved to operate two (2) shifts daily.)

4. Closure Plan Contact Person.

Ms. Christine Carbone
Program Director, Lakeside/Parkshore Adult Day Health Care Center
(718) 688-8803
ccarbone@fourseasonsnh.com

5. Coordinator Closure Contact Information.

Ms. Christine Carbone
Program Director, Lakeside/Parkshore Adult Day Health Care Center
(718) 688-8803
ccarbone@fourseasonsnh.com

6. Plan to Notify Residents, Staff, Family, Physicians.

Written notification will be provided to all current registrants of Lakeside, family members/next of kin, guardians, sponsors, and powers of attorney, notifying them of the closure of the ADHCP. A town hall meeting for residents, family members, guardians and powers of attorney to address any concerns regarding the closure will be held in February 2025, with an exact date to be determined. Four Seasons' goal is to produce minimal disruption to Lakeside registrants by offering every current registrant a slot at Sunrise, a program that they are already aware of, and by retaining as many as possible of the existing Lakeside staff at Sunrise. It should be noted that the operations of Lakeside and Sunrise are in many ways mirrors of each other. Staff at both facilities undergo the same training and the same policies and procedures are followed at each facility. Furthermore, the program directors at each of the ADHCPs have worked together for 25 years, which will further smooth the consolidation of programs. The registrants at each facility also share cultural similarities. In particular, both ADHCPs have traditionally served a large Russian immigrant population and programs have been specifically designed to meet their needs. The registrants at Lakeside and Sunrise are also already familiar with one another through shared transportation services. As a result of the above, the transition from Lakeside to Sunrise is expected to be as seamless as possible, both for staff as well as the ADHCP registrants.

Four Seasons Nursing and Rehabilitation Center
1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236
(718) 927-6300
Operating Certificate No. 7001808N; PFI No. 3227
January 27, 2025

Written notification will also be provided to the staff and physicians of Lakeside regarding closure of the ADHCP. A meeting for staff members to address any concerns regarding the closure of the ADHCP is scheduled for February 2025 with an exact date to be determined. As noted above, it is the intent of Four Seasons to retain existing Lakeside staff by transferring them to Sunrise.

Draft samples of the above-listed written notifications are included under **Appendix A** of this Closure Plan.

In addition, Lakeside will work with the registrants who participate in MLTC plans, to coordinate the information and/or documents needed by the MLTC plan to transfer the registrant to a new ADHCP.

7. Ancillary Service Provision.

This Closure Plan is for the closure of an Adult Day Health Care Program.

8. Media Contact and Press Release.

Media contacts will be managed by Ms. Christine Carbone, Program Director at Lakeside. Any media releases will be coordinated with New York State Department of Health and the New York State Department of Health Press Office prior to release. Ms. Carbone's contact information is as follows:

Ms. Christine Carbone
Program Director, Lakeside/Parkshore Adult Day Health Care Center
(718) 688-8803
ccarbone@fourseasonsnh.com

9. Ombudsman Involvement.

In addition to being invited to the town hall meetings with current registrants of Lakeside to announce the closure of the ADHCP, Four Seasons' Ombudsperson will be notified of all communications to registrants and their families and will be provided regular updates on the status of the Closure Plan and progress in closing the ADHCP.

10. Discontinuance of Admissions.

Lakeside has ceased any new registration to the ADHCP. Any potential new registrants are being referred to Sunrise, which is located only 12 blocks away (0.7 miles and four (4) minutes by car) from Lakeside.

A letter regarding closure of Lakeside will be sent to referring institutions/providers. A sample of the notification is included under **Appendix A** of this Closure Plan.

Four Seasons Nursing and Rehabilitation Center
1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236
(718) 927-6300
Operating Certificate No. 7001808N; PFI No. 3227
January 27, 2025

11. Resident Placement Opportunities.

Lakeside has 100 available ADHCP slots per session and is currently averaging about 50-60% of capacity. Sunrise is also operating below capacity. By expanding Sunrise's capacity from 200 slots to 250 slots, it is expected that every Lakeside registrant who wishes to transfer to Sunrise will be able to be accommodated. Sunrise is located only 12 blocks away (0.7 miles away and four (4) minutes by car) from Lakeside. Four Seasons will further seek to reduce disruption for Lakeside registrants by retaining as many of the existing Lakeside staff as possible at Sunrise. Of note, registrants from both Lakeside and Sunrise are already familiar with both ADHCPs through shared transportation services.

Lakeside will also reach out to other area ADHCPs to determine available capacity at those programs. A list of alternative ADHCPs will be compiled and provided to all current registrants at Lakeside.

At Lakeside, approximately 30% of registrants are enrolled in Medicaid Managed Long Term Care Plans, and the other 70% are covered by traditional Medicaid. Lakeside will work with registrants who participate in MLTCPs, to coordinate the information and/or documents needed by the MLTCPs to transfer the registrant to a new ADHCP. When registrants are transferred to another ADHCP, current medication lists will be forwarded to the receiving ADHCP and there will be direct communication with the caregiver assuming responsibility for the registrants upon transfer.

12. Transfer of Health Information.

Medical records including current assessments, care plans, medications and treatment records, histories, identifying information, etc. will be maintained by Four Seasons for the statutorily required amount of time. Records will be securely transferred to the registrant's new ADHCP provider at time of disenrollment from Lakeside. Where possible, the records will be transmitted electronically to the new provider. If the record cannot be electronically transferred to the new provider, the registrant's medical record documentation will be placed in a sealed envelope with the registrant's name on the outside. This first sealed envelope will then be placed into another sealed envelope, with the name and address of the new provider, as well as the name of the authorized person accepting the documents noted on the outside of this second envelope. Both envelopes will be marked "CONFIDENTIAL." Lakeside will deliver the documents either via messenger and/or designated agency personnel to the accepting provider. There will be a form used to identify the courier from Lakeside, which will indicate the date, time of delivery, and the signature of the authorized person from the accepting provider.

13. Transfer of Resident Belongings.

ADHCP registrants are not inpatients. Lakeside does not hold or maintain any registrant belongings.

Four Seasons Nursing and Rehabilitation Center
1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236
(718) 927-6300
Operating Certificate No. 7001808N; PFI No. 3227
January 27, 2025

14. Allocation of Residnet Funds and Resident Council Funds.

There are no resident council funds.

15. Evaluation of Modes of Transportation for Resident Transfer.

Any Lakeside registrants who transfer to Sunrise will be able to access transportation services provided by Sunrise.

16. Plan for Resident Follow-up.

Social workers will follow up with the receiving provider during the first week after transfer/disenrollment of the registrant from Lakeside. Additionally, the receiving provider will have the contact information of the social worker in case of any questions. The social workers will make final contact with the receiving provider 30 days following the transfer of the registrant from Lakeside. The follow-up of registrant after transfer to a new ADHCP will be documented in the registrant's clinical records.

17. Plan for Building (content) Disposition.

The building where Lakeside ADHCP is located is owned by an affiliate of Four Seasons. The lease with Lakeside will be terminated. As appropriate, any building contents (equipment, furniture, etc.) utilized by Lakeside will be relocated to Sunrise for future use by Sunrise's ADHCP.

18. Plan for Disposal of Biological, Chemical and Radioactive Material.

Any drugs, biologicals, chemicals and/or radioactive materials will be maintained by Four Seasons and transferred either to the RHCF or to Sunrise/Parkshore ADHCP for future use in their ongoing operations.

19. Plan for Record Retention.

Four Seasons will maintain all clinical records for Lakeside registrants for the statutorily required amount of time in 10 NYCRR Section 415.22, which will include maintaining clinical records for ten (10) years from the date of disenrollment from Lakeside. Clinical records will be stored in compliance with New York State law and will be made available to registrants upon written request.

Four Seasons, the operator of Lakeside, will maintain all fiscal and statistical reports filed by the facility with the Department pertaining to the ADHCP, including underlying books, records and documentation for the statutorily required amount of time in 10 NYCRR Section 86-2.7, which includes maintaining such records for at least six (6) years from the date of filing, or the

Four Seasons Nursing and Rehabilitation Center
1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236
(718) 927-6300
Operating Certificate No. 7001808N; PFI No. 3227
January 27, 2025

date upon which they were to be filed, whichever is later. Financial and statistical reports, including underlying books, records and documentation are maintained in compliance with the facility's record retention policy, which includes the scanning of records into electronic format allow for retrieval of records, as needed, and copies are made available to authorized parties and agencies upon written request.

20. Staff Information – R/T Payroll, Benefits, Recertification and Employment Opportunities.

Four Seasons, the operator of Lakeside, will send a letter to all affected staff, providing them with information related to accessing payroll information, health benefit information, recertifications and open employment opportunities. Access to payroll information, health insurance, recertification information of CNAs, and other human resource-related information will be available from the Human Resources Department at Four Seasons. Four Seasons will work with staff affected by the closure of Lakeside to place them in comparable open positions with Sunrise. Four Seasons/Lakeside will also communicate with other area RHCfs, ADHCPs and nursing agencies, regarding the closure of Lakeside and allow the facilities and agencies to discuss open opportunities with the affected staff.

21. Plan for Ongoing Communication with DOH.

Ms. Christine Carbone, Program Director of Lakeside, will contact the New York State Department of Health Metropolitan Area Regional Office on a weekly basis, or more often, when necessary, to provide a summary of the week's events, including meetings held with registrants/designated representatives and ADHCP staff, as well as updated census information. This communication process will continue until the last ADHCP registrant is discharged from the program and for a mutually agreed upon timeframe following the official closure of the ADHCP.

22. Plan for Ensuring Adequate Staffing During Closure Process.

Lakeside will make every effort to maintain adequate staffing in accordance with New York State staffing guidelines as set forth in 10 NYCRR 415.13 throughout the closure process of the ADHCP. As noted above, it is the intent of Four Seasons to retain existing Lakeside staff by placing them in comparable open positions with Sunrise. Four Seasons/Lakeside will also communicate with other area RHCfs, ADHCPs and nursing agencies, regarding the closure of Lakeside and allow the facilities and agencies to discuss open opportunities with the affected staff.

23. Transfer, Sale, Signed Agreement.

Not Applicable.

Four Seasons Nursing and Rehabilitation Center
1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236
(718) 927-6300
Operating Certificate No. 7001808N; PFI No. 3227
January 27, 2025

24. Medicaid Liabilities.

Ms. Christine Carbone, Program Director of Lakeside, has conferred with the facility's financial office and determined that there are not outstanding liabilities to the Medicaid program.

25. Surrender of Facility Operating Certificate.

Upon disenrollment of the last registrant from Lakeside, Ms. Christine Carbone, Program Director of Lakeside, will meet with the appropriate New York State Department of Health Regional Office staff to demonstrate that all aspects of the Closure Plan have been successfully completed. As part of this meeting, Ms. Carbone will provide a list of registrants discharged from the ADHCP as part of this Closure Plan, along with their final discharge destination.

The original copy of Four Season's operating certificate, as well as the site-specific operating certificate for Lakeside, will be returned to the New York State Department of Health Metropolitan Area Regional Office upon receipt of a revised operating certificate from the Department for Four Seasons. Copies of the current operating certificates are included under **Appendix B** of this Closure Plan

FOUR SEASONS NURSING AND REHABILITATION CENTER
LAKESIDE/PARKSHORE ADULT DAY HEALTH CARE CENTER

APPENDIX A

SAMPLE NOTIFICATION LETTERS

Sample Resident and Family Notification

(Four Seasons/Lakeside Letterhead)

Month Date, 2025

Dear Registrants and Families,

Throughout our history, Four Seasons Nursing and Rehabilitation Center, the operator of Lakeside/Parkshore Adult Day Health Care Center (Lakeside), has continuously evolved to meet the needs of older New Yorkers and our community. As you all well know, the health care landscape is challenging and rapidly changing, causing us to constantly reevaluate the services we provide in order to meet the needs of our community and to remain financially viable. We have made the difficult decision to close Lakeside and to consolidate Adult Day Health Care Program (ADHCP) operations at Sunrise/Parkshore Adult Day Health Care Center (Sunrise). Sunrise is located at 9517 Avenue J and 95th Street, Brooklyn, only 0.7 miles away and four (4) minutes by car from Lakeside.

Consolidation of ADHCP services at Sunrise will enable more efficient operations in order to ensure that registrants are able to continue to access the highest quality ADHCP services well into the future. Sunrise is currently in the process of expanding the program's capacity by an additional 50 slots in order to be able to accommodate all transfers from Lakeside. In addition, Sunrise is performing renovations to upgrade the site and beautify outdoor spaces. However, should you wish to continue to receive ADHCP services through another provider, enclosed with this letter is a list of other ADHCPs in Brooklyn. Lakeside staff will assist you with transfer to another ADHCP if that is your preference.

Be assured that all current Lakeside registrants will be given ample support to make decisions about where to continue to receive ADHCP services. To begin the relocation process and to provide you with more information about the planned closure, we will be hosting a town hall meeting for all current registrants, families and loved ones on [date, time, location]. You are encouraged to attend the town hall to learn more about the decision to close Lakeside, the transition process, and the expected timeframe for the closure. In the meantime, if you have any questions or concerns, please contact us at (XXX) XXX-XXXX.

We wish to thank you for being a participant at Lakeside/Parkshore Adult Day Health Care Center and we look forward to continuing to meet your health care needs at Sunrise/Parkshore Adult Day Health Care Center.

Very Truly Yours,

NAME
TITLE

Adult Day Health Care Programs in Brooklyn

Facility Name	Facility Address	Facility City	ZIP	Operator
Palm Gardens NH ADHCP	2900 Bragg St	Brooklyn	11245	Palm Gardens Center for Nursing and Rehabilitation
Sheepshead Nursing&Rehab Center ADHCP	3900 Shore Parkway	Brooklyn	11235	Sheepshead Nursing & Rehabilitation Center
Bainbridge Nrsg&Rehab Center ADHCP	3089-3099 Ocean Avenue	Brooklyn	11235	Bainbridge Nursing & Rehabilitation Center
Lakeside/Parkshore Adult Day Health Care Center	945 East 108th Street	Brooklyn	11236	Four Seasons Nursing and Rehabilitation Center
Sunrise/Parkshore Adult Day Health Care Center	9517 Avenue J & 95th Street	Brooklyn	11236	Four Seasons Nursing and Rehabilitation Center
Northern Manor ADHCP	1 Prospect Park West	Brooklyn	11215	Northern Manor Geriatric Center Inc

Sample Staff Notification

(Four Seasons/Lakeside Letterhead)

Month Date, 2025

Dear Colleagues:

Throughout our history, Four Seasons Nursing and Rehabilitation Center, the operator of Lakeside/Parkshore Adult Day Health Care Center (Lakeside), has continuously evolved to meet the needs of older New Yorkers and our community. As you all well know, the health care landscape is challenging and rapidly changing, causing us to constantly reevaluate the services we provide in order to meet the needs of our community and to remain financially viable. We have made the difficult decision to close Lakeside and to consolidate Adult Day Health Care Program (ADHCP) operations at Sunrise/Parkshore Adult Day Health Care Center (Sunrise).

Consolidation of adult day health care services at Sunrise will enable more efficient operations in order to ensure that registrants are able to continue to access the highest quality ADHCP services well into the future. Sunrise is currently in the process of expanding the program's capacity by an additional 50 slots in order to be able to accommodate all transfers from Lakeside. In addition, Sunrise is performing renovations to upgrade the site and beautify outdoor spaces.

It is our intent to retain existing Lakeside staff by transferring them to Sunrise. A town hall for staff members to address any concerns regarding the closure of Lakeside is scheduled for [date, time, location]. You are encouraged to attend the town hall to learn more about the decision to close Lakeside, the transition process, and the expected timeframe for the closure. In the meantime, if you have any questions or concerns, please contact us at (XXX) XXX-XXXX.

We are also working closely with the New York State Department of Health to implement an approved Closure Plan for Lakeside. We will make every effort to support current ADHCP registrants and their families and facilitate a smooth transition to Sunrise or another ADHCP of their choosing.

Very Truly Yours,

NAME
TITLE

Sample Provider Notification

(Four Seasons/Lakeside Letterhead)

Month Date, 2025

Dear Provider:

As a longstanding and valued partner of Four Seasons Nursing and Rehabilitation Center, the operator of Lakeside/Parkshore Adult Day Health Care Center (Lakeside), we are writing to inform you of the planned closure of the Lakeside Adult Day Health Care Program (ADHCP). Current registrants at Lakeside will be able to continue receiving ADHCP services at Sunrise/Parkshore Adult Day Health Care Center (Sunrise), located 0.7 miles away and four (4) minutes by car. Any future referrals for enrollment in an ADHCP should be referred to Sunrise going forward.

Consolidation of adult day health care services at Sunrise will enable more efficient operations in order to ensure that registrants are able to continue to access the highest quality ADHCP services well into the future. Sunrise is currently in the process of expanding the program's capacity by an additional 50 slots in order to be able to accommodate all transfers from Lakeside. In addition, Sunrise is performing renovations to upgrade the site and beautify outdoor spaces.

If you have any questions regarding the closure of Lakeside, please contact me at (XXX) XXX-XXXX.

Very Truly Yours,

NAME
TITLE

FOUR SEASONS NURSING AND REHABILITATION CENTER
LAKESIDE/PARKSHORE ADULT DAY HEALTH CARE CENTER

APPENDIX B

OPERATING CERTIFICATES

Facility Id. 3227
Certificate No. 7001385N

Certified Beds - Total 270
RHC 250
Ventilator Dependent 20

State of New York
Department of Health
Office of Health Systems Management



OPERATING CERTIFICATE

Residential Health Care Facility - SNF
Four Seasons Nursing and Rehabilitation Center
1555 Rockaway Parkway
Brooklyn, New York 11236

Effective Date: 10/22/2012
Expiration Date: NONE

Operator: Parkshore Health Care LLC
Operator Class: Proprietary LLC

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

Baseline Respite 2 Ventilator Dependent

Other Authorized Locations:

Adult Day Health Care Program -
Offsite

Lakeside/Parkshore Adult Day Health
Care Center
945 East 108th Street
Brooklyn, New York 11236

Sunrise/Parkshore Adult Day Health Care Center
9517 Avenue J & 95th Street
Brooklyn, New York 11236

Richard J. Coyle

Deputy Commissioner
Office of Health Systems Management

20130109

This certificate must be conspicuously displayed on the premises.

W. R. L. L.

Commissioner

Facility Id.
Certificate No.

7667
7001808N

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

OPERATING CERTIFICATE

Adult Day Health Care Program - Offsite

Effective Date: 01/16/2018
Expiration Date: NONE

Lakeside/Parkshore Adult Day Health Care Center

945 East 108th Street

Brooklyn, New York 11236

Operator: FSNR SNF, LLC
Operator Class: Proprietary LLC

Has been granted this Operating Certificate pursuant to Article 28

of the Public Health Law for the service(s) specified:

Adult Day Health Care (100)

Keith W. Lewis

20180404

Deputy Director Office of Primary Care and
Health Systems Management

This certificate must be conspicuously displayed on the premises.

Howard Zucker M.D.

Commissioner

**NURSING FACILITY
PATIENT TRANSFER AGREEMENT**

THIS AGREEMENT is made as of the 10th day of March 2023

by and between **BETH ISRAEL MEDICAL CENTER** (Kings Highway Division) (herein called "Hospital"), a New York Not-for-Profit Corporation with its principle place of business at First Avenue at 16th Street, New York, NY 10003 and **FOUR SEASONS NURSING & REHABILITATION CENTER**, located at 1555 Rockaway Parkway, Brooklyn, New York 11236 and to include Four Seasons two Adult Day Health Care Centers (in the event our Adult Day Care Centers have to send a registrant to your hospital in an emergency) **SUNRISE ADULT DAY HEALTH CARE CENTER**, 9517 Avenue J, Brooklyn, New York 11236, and **LAKESIDE ADULT DAY HEALTH CARE CENTER**, located at 945 East 108th Street, Brooklyn, New York 11236, and **RESIDENT /PATIENT/REGISTRANT**. (herein referred to as Nursing Facility).

WHEREAS, both the Hospital and the Nursing Facility desire, by means of this Agreement, to assist physicians and the parties hereto in the treatment of patients, (a) by facilitating their timely transfer together with medical and other information necessary or useful in the care and treatment of such patients transferred, (b) in determining whether such patients can be adequately cared for otherwise than by either of the parties hereto, and (c) to insure continuity of care and treatment appropriate to the needs of the patients in the Hospital or transferred to the Nursing Facility, utilizing the knowledge and other resources of both facilities in a coordinated and cooperative manner to improve the professional health care of patients;

NOW, THEREFORE, THIS AGREEMENT in consideration of the promises and the mutual covenants contained herein, the Hospital and Nursing Facility hereby agree as follows:

1. In accordance with the policies and procedures to be established and upon recommendation of a duly authorized attending physician, that a transfer is medically appropriate and mutually agreed upon by the physician responsible for the medical care in the referring facility and by the physician who will become responsible for the medical care in the receiving facility, such patient shall:

- a) be admitted from the Hospital to the Nursing Facility, as promptly as possible under existing circumstances, or

- b) be admitted from the Nursing Facility to the Hospital, as promptly as possible under the existing circumstances.

The Hospital and Nursing Facility mutually agree to exercise their best efforts to provide for prompt admission of patients. For each admission to or discharge from the Hospital and the Nursing Facility, the personal, alternate, or staff physician shall request or agree to the admission, or discharge unless the patient or, if the patient is incapacitated, the patient's court appointed representative does not agree to such transfer.

2. No patient shall be transferred from the Hospital to the Nursing Facility, or vice-versa, unless the transferring institution shall first have obtained the consent of the patient, or the patient's representative in the event the patient is unable to consent.
3. The Hospital and Nursing Facility shall provide each other with full and adequate information concerning the other's available resources so that it can be determined whether the other can provide the patient with the care prescribed by his/her physician.
4. Hospital and Nursing Facility agree:
 - a) to notify each other as far in advance as possible of the impending transfer of a patient;
 - b) that the transferring party shall provide and be responsible for the appropriate, safe and medically approved (by the patient's physician), means of transportation of the patient, and no liability shall attach to or be incurred by the transferee until such time as the patient arrives at the receiving institution;
 - c) to provide for the care of the patient, during such transfer;
 - d) that simultaneously with the transfer of the patient, the transferring institution shall arrange for the transfer of the patient's personal effects to the receiving institution and such receiving institution shall deliver to the transferring

institution an itemized receipt showing the various items received, and such receipt shall be made available to the patient and shall indicate where the personal items listed thereon are to be stored while the patient is at the receiving institution. The responsibility of the receiving institution hereunder shall be limited to personal items actually transferred from the transferring institution. The receiving institution shall not be responsible for any items retained by the patient, nor for any items retained by the transferring institution. The Hospital and Nursing Facility shall store the patient's personal effects, especially his monies and valuables, in a place known and reasonably accessible to the patient or to a person or agency legally authorized to act in his/her behalf. Full information about same shall be on file and readily available in the Administrative Office or other site acceptable to the New York State Health Department;

e) that immediately after the receiving facility has agreed to accept the transfer of a patient from the transferring facility but at no time later than the actual transfer, the transferring facility shall forward to the receiving facility copies of all relevant medical and other information necessary to continue the patient's proper care and treatment without interruption. Such information shall include:

- current medical findings;
- diagnosis,
- rehabilitation potential
- a brief summary of the course of treatment
- nutrition and dietary information;
- the patient's ambulation status;
- as well as the patient's medical, social, Nursing and

other relevant care plans.

Included in the information to precede the transfer of a patient shall be all data available concerning the financial status of the patient or those who may be responsible for the patient's obligations.

- f) that the transfer procedure shall be made available to the patient care personnel of each of the parties and that they shall be fully instructed therein; and
 - g) that all admissions to either institution shall be subject to the by-laws, rules and regulations of such institution and of its medical staff.
- 4. The Hospital and Nursing Facility shall transmit the following with each patient:
Any advanced directive in existence, including but not limited to a Health Care Proxy and/or Living Will; and sufficient written information to advise the receiving facility of the existence of a DNR Order and any conditions or limitations on the DNR Order.
- 5. The Hospital and Nursing Facility shall transmit with each patient at the time of each patient transfer, or in the case of emergency as promptly as possible thereafter, a completed transfer and referral record for that patient.
- 6. All bills incurred with respect to services performed by either the Hospital or Nursing Facility for patients received from the other pursuant to this Agreement shall be collected by the party rendering such services directly from the patient, third party insurance coverage, or other sources normally billed by the party, and neither the Hospital nor Nursing Facility shall have any liability to the other for such charges. Neither party by virtue of this Agreement assumed any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.
- 7. Promptly upon the execution of this Agreement the Administration of the Hospital and the Administration of the Nursing Facility shall facilitate the implementation of this Agreement. As defined herein, the "Administration of the Hospital" shall mean the

President/Chief Executive Officer of the Hospital or his/her designated representative.

As defined herein, the "Administration of the Nursing Facility" shall mean the Administrator of the Nursing Facility or his/her designated representative(s) which may include, but not be limited to, the Director of Nursing. The Administrations of the Hospital and Nursing Facility shall have the responsibility to plan and supervise the initial implementation of this agreement. They shall be responsible for establishing policies and procedures:

- For the prompt, safe and efficient transfer of patients;
 - For transferring the personal effects, including money and valuables;
 - For discussing and resolving problems arising under the Agreement;
 - And for reviewing said procedures and recommending revisions thereto.
8. The Nursing Facility shall re-admit patients transferred to the Hospital when the patient is medically cleared for transfer. If no beds are available at the Nursing Facility, the patient shall be transferred to the first available bed. All re-admissions to the Nursing Facility under this Agreement shall be subject to the Nursing Facility's ability to provide necessary and appropriate care.
9. Any dispute which may arise under this Agreement shall be referred to and dealt with by the Administration of the Hospital and the Administration of the Nursing Facility.
10. This agreement shall be effective from the date of execution thereof and shall continue indefinitely but may be terminated by either party hereto at any time upon a thirty (30) day prior notice in writing to the other party of its intention to withdraw and terminate this Agreement; provided, however, that the termination of this Agreement shall not effect, alter, or change the duty or duties of either the Hospital or Nursing Facility to patients who have been admitted to either under this Agreement and continue to be, as of the effective date of termination of this Agreement, patients in either the Hospital or Nursing Facility, provided further that if either party hereto shall have its license to

operate revoked by any governmental entity responsible for the licensing and regulation of the respective facilities, this Agreement shall terminate on the date such revocation shall become effective. The notice to be given under this paragraph shall be deemed duly given provided the same is delivered personally to the Administrative office of the Hospital or to the Office of the Administrator of the Nursing Facility or shall be sent by registered mail through the United States Post Office addressed to the Hospital and Nursing Facility at the addresses set forth in the opening paragraph of this Agreement.

11. The Board of Trustees of the Hospital and the Governing Board of the Nursing Facility shall have exclusive control of the policies, management, assets, and affairs of their respective facilities. Neither party assumes any liability, by virtue of this Agreement, for any debts or other obligations incurred by the other party to this Agreement.
12. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other Hospital or Nursing Facility on either a limited or general basis while this Agreement is in effect.
13. Neither party shall use the name of the other in any promotional or advertising material unless review and approval of the intended use shall first be obtained from the party whose name is to be used.
14. This Agreement contains the entire understanding between the parties and no alteration or modification hereof shall be effective except in a subsequent written document executed by parties which shall be attached to and become part of this Agreement.
15. A confirmed copy of this Agreement with all amendments, if any, shall be kept in the Administrative file of each of the parties for ready reference and which is available to the New York State Health Department.
16. Pursuant to Federal and State Law, the Hospital and Nursing Facility agree that there shall be no discrimination against anyone because of race, creed, color, national origin, sex, handicap, or source of payment in the admission, provision of service, and treatment

of all patients. The same requirements for admission are applied to all, and patients are assigned within the Hospital or Nursing Facility without regard to race, color, creed, national origin, sex, sexual orientation, handicap, or source of payment. There is no distinction in eligibility for, or in the manner of providing any patient service provided by or through the Hospital or Nursing Facility. All facilities are available without discrimination to all patients and visitors.

17. This Agreement shall be construed in acceptance with the laws of New York State.

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

Beth Israel Medical Center

Beth Israel Medical Center, Kings Hwy Division

BY: John Byrne
MR. JOHN BYRNE, V.P. ADMINISTRATION

DATE: 3/7/03

Four Seasons Nursing & Rehabilitation Center

BY: Alan Saperstein
MR. ALAN J. SAPERSTEIN, ADMINISTRATOR

DATE: 3/13/03

Caroline Rich
MS. CAROLINE RICH, ASSOC. ADMINISTRATOR

DATE: 3/13/03

SEE QUESTION
6(c)

TRANSFER AGREEMENT BETWEEN

THE BROOKDALE UNIVERSITY HOSPITAL & MEDICAL CENTER

AND

FOUR SEASONS NURSING & REHABILITATION CENTER,

to include

Four Seasons two Adult Day Health Care Centers,

SUNRISE ADULT DAY HEALTH CARE CENTER,

9517 Avenue J, Brooklyn, New York 11236, and

LAKESIDE ADULT DAY HEALTH CARE CENTER,

located at 945 East 108th Street, Brooklyn, New York 11236



THE BROOKDALE UNIVERSITY HOSPITAL AND MEDICAL CENTER

One Brookdale Plaza • Brooklyn, New York 11212-3198 • (718) 240-6163 • FAX (718) 240-6169

Mjohnson@brookdale.edu

Margaret M. Johnson, Esq.
General Counsel
MediSys Health Network, Inc.

Member of
MediSys Health Network, Inc.
and Affiliated with
Jamaica Hospital Medical Center
Flushing Hospital Medical Center

September 4, 2003

Caroline Rich
Administrator
Four Seasons Nursing & Rehabilitation Center
1555 Rockaway Parkway
Brooklyn, New York 11236

Re: Transfer Agreement between Four Seasons Nursing & Rehabilitation Center and Brookdale Hospital Medical Center

Dear Ms. Rich:

Enclosed please find one fully executed original Transfer Agreement between Four Seasons Nursing & Rehabilitation Center and Brookdale Hospital Medical Center, for the integrity of your files. Should you have any questions or comments, please feel free to contact the undersigned.

Very truly yours,

Melanie Nolan
Paralegal

Enclosure

/mbn

CC: Margaret M. Johnson, Esq.
Alan J. Saperstein

TRANSFER AGREEMENT BETWEEN
THE BROOKDALE UNIVERSITY HOSPITAL MEDICAL CENTER
AND
FOUR SEASONS NURSING & REHABILITATION CENTER

AGREEMENT made and entered into this 12th day of June, 2003 by and between THE BROOKDALE UNIVERSITY HOSPITAL & MEDICAL CENTER, located at One Brookdale Plaza, Brooklyn, New York 11212 ("BHMC") and FOUR SEASONS NURSING & REHABILITATION CENTER, with its principal place of business located at 1555 Rockaway Parkway, Brooklyn, New York 11236 to include Four Seasons two Adult Day Health Care Centers, SUNRISE ADULT DAY HEALTH CARE CENTER, 9517 Avenue J, Brooklyn, New York 11236 and LAKESIDE ADULT DAY HEALTH CARE CENTER, located at 945 East 108th Street, Brooklyn, New York 11236, (hereinafter jointly referred to as the "Transferring Facility").

WHEREAS, the parties desire, in the interests of quality of care, access to treatment, efficiency and economy, to enter into a Transfer Agreement permitting Transferring Facility to refer and transfer its patients to the Receiving Hospital for medical evaluation, treatment and related services; and

WHEREAS, the Receiving Hospital is licensed by the New York State Department of Health as an acute care hospital in accordance with Article 28 of the New York State Public Health Law; and

WHEREAS, the Transferring Facility is licensed by the New York State Department of Health as a Nursing and Rehabilitation Center in accordance with Article 28 of the New York State Public Health Law; and

WHEREAS, the parties desire to enter into this Transfer Agreement to facilitate the care and transfer of patients who may require varying levels of care pursuant to sound medical practice and New York State requirements.

WHEREAS, BHMC and The Transferring Facility desire in the interests of quality of care, access to treatment, efficiency and economy, to enter into a transfer agreement permitting the Transferring Facility to refer and transfer its patients to BHMC for the Services;

WHEREAS, the Parties wish to provide for an orderly transfer of patients from the Transferring Facility to BHMC in accordance with the medical needs of such patients, and subject to all applicable laws, rules and regulations;

NOW, THEREFORE, in consideration of the mutual advantages accruing to the parties, it is agreed as follows:

1. Referral and Transfer of Patients.

(a) Upon the mutual agreement of a BHMC Physician ("Hospital Physician") who will accept responsibility for medical care of the patient ("Referred Patient") upon referral to the Hospital and the physician responsible for medical care of the Referred Patient at Transferring Facility ("Referring Physician") that the referral and/or transfer of the Referred Patient to BHMC is medically appropriate, BHMC shall accept such Referred Patient for treatment and/or services as medically indicated, however, that no Referred Patient shall be accepted by or admitted to BHMC unless BHMC determines that the appropriate facilities and resources are available. The contact at BHMC is the Emergency Department Charge MD, at (718) 240-5363, or his designee.

(b) The personal, alternate or staff physician shall request or agree to the referral, admission, transfer or discharge of each patient unless the patient signs out or is signed out against medical advice.

(c) Transferring Facility shall make arrangements, where necessary, for physically transporting the Referred Patient to BHMC in a manner that is safe and medically approved.

2. Consent. Transferring Facility shall obtain the written consent of the Referred Patient or the person or agency legally authorized to act on such Referred Patient's behalf to effect the care and treatment of the Referred Patient at the Hospital. In an emergency where the Referred Patient's consent or the consent of the person or agency legally authorized to act on such Referred Patient's behalf cannot be obtained readily, the Referred Patient's consent shall be waived; however, the Referring Physician shall state in detail in the Referred Patient's medical record the circumstances of the emergency and the efforts made to obtain the consent.

3. Provision of Medical and Related Information. Transferring Facility shall be responsible for the prompt transfer to BHMC of all relevant patient care information and documentation (including, but not limited to, copies of all medical, social, nursing and other care plans as may be relevant to enable BHMC to provide proper care) and such additional patient care information and documentation as is requested by the BHMC Physician who will become responsible for the medical care of the Referred Patient at the BHMC. Transferring Facility shall also provide BHMC with all available information concerning the financial/third-party payor status of the Referred Patient or those who may be responsible for the financial obligation for care provided to such patient.

4. Ownership of Medical Records. The medical records for referred or

transferred patients which are maintained by each facility shall remain the property of that facility.

5. Admission Procedures. BHMC shall provide Transferring Facility with a copy of its usual and customary procedures for accepting or admitting Referred Patients.

6. Patient's Personal Property. Transferring Facility shall be responsible for the storage and safe transport to BHMC of the Referred Patient's personal property, if any, until the Referred Patient is accepted or admitted by Transferring Facility which obtains possession and control over such personal property and signs a receipt which lists each item of personal property being forwarded to BHMC. Such Referred Patient's personal property shall be stored safely in a place known and reasonably accessible to the Referred Patient or to the person or agency legally authorized to act on such Referred Patient's behalf. Information relating to the safekeeping of the Referred Patient's personal property shall be on file and readily available in the office of the administrator or director of BHMC or at such other site acceptable to the New York State Department of Health and shall be made available to the patient or person or agency legally authorized to act on behalf of the Referred Patient. BHMC shall not be responsible for any items retained by the Referred Patient, or for any items retained by Transferring Facility.

7. Patient Discharge. Nothing contained herein shall prevent or in any way prohibit BHMC from discharging a Referred Patient who has been accepted or admitted to BHMC if (i) the Hospital's Physician considers it medically appropriate; or (ii) the Referred Patient signs out against medical advice; or (iii) the Referred Patient is signed out against medical advice by the person or agency legally authorized to act on behalf of such Referred Patient.

8. Consultations, Care and Treatment.

(a) The appropriate physicians of each facility shall be reasonably available to the physicians of the other facility for consultation with respect to the care and treatment of any patient who was referred and/or transferred pursuant to this Agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, this Agreement grants no right to a physician in Transferring Facility to participate in or control the care and treatment of a patient who was referred and/or transferred to BHMC pursuant to this Agreement unless such physician has medical staff privileges at BHMC. Any physician who is permitted to participate in the care and treatment of a patient referred and/or transferred pursuant to this Agreement, must comply with the medical staff By-laws, Rules and Regulations of the Receiving Facility.

9. Autonomy of Each Facility. The parties to this Agreement shall retain the exclusive control of their respective policies, management, assets and affairs. All services rendered hereunder and all admissions to or acceptance for treatment by either facility shall be subject to the By-Laws, Rules and Regulations of such facility and its medical staff. Each facility shall be responsible for billing and collection charges for the service it has rendered.

10. Insurance. Each party shall maintain and keep in full force and effect through the term of this Agreement appropriate general liability and professional liability insurance policies (or suitable programs of self-insurance) with limits not less than \$1,300,000 per incident and \$3,900,000 in the aggregate for professional liability. Each party shall provide written evidence of all such insurance to the other party upon request. Each party shall cause each insurance carrier providing such coverage to give to the other at least thirty (30) days advance notice of cancellation or material change in any such coverage. If either party fails to maintain such insurance coverage, the other party may terminate this Agreement pursuant to Section 13 hereof.

11. Each institution shall indemnify and hold harmless with respect to any and all claims, costs, damages or injuries to persons or property of whatever kind or nature in connection with activities carried out under this Agreement, provided that such claims, costs, damages or injuries arise out of the negligence, malpractice, and/or willful acts of the other party, its officers, employees, students, and/or faculty.

12. Billing and Collection of Fees. Each party shall bill directly the Referred Patient or the Referred Patient's third-party payor for medical care services rendered by such party. If a Referred Patient is transferred to and treated by BHMC pursuant to this Agreement, TRANSFERRING FACILITY shall notify in writing the Referred Patient or other person or agency legally authorized to act on such Patient's behalf or third-party payor of the date of such transfer. Collections of any fees, expenses or other debts incurred by or on account of the Referred Patient shall be the sole responsibility of the party which rendered services to the Referred Patient.

13. Non-Exclusivity. Nothing in this Agreement shall prohibit either facility from affiliating or contracting with any other hospital, Article 28 facility or other entity for any purpose whatsoever.

14. Term of Agreement and Termination. This Agreement shall be effective from the date of execution and shall continue in effect until it is terminated in accordance with either the remainder of this Section 14 (a) or 14 (b) hereof.

(a) Either party may terminate this Agreement for any reason whatsoever or for no reason at all upon sixty (60) days written notice to the other party, or by the mutual written consent of the parties at any time. Neither party shall incur any liability on account of any such termination.

(b) This Agreement shall terminate immediately if either party fails to maintain in good standing its licensure, certification, accreditation or full insurance coverage. Such party shall immediately inform the other party in writing of such failure to maintain in good standing its licensure, certification, accreditation or full insurance coverage.

15. Transfer Pending Termination. In the event either party gives written notice of an intent to terminate this Agreement pursuant to Section 14 hereof, Transferring Facility may continue to refer or transfer patients to BHMC, in accordance with the provisions of

this Agreement until the effective date of termination of this Agreement pursuant to Section 14 (a) or 14 (b) hereof.

16. Use of Name/Advertising. Neither party shall use the name of the other party in any promotional or advertising material, or in any way advertise or promote the affiliation between the parties as set forth in this Agreement, without receiving the prior written approval of such other party.

17. Non-Discrimination. BHMC and Transferring Facility are and shall remain during the term of this Agreement in compliance with the Federal Civil Rights Law and applicable state and local statutes and regulations in that they admit and treat all patients without regarding to race, creed, sex, sexual orientation, color, sponsor or source of payment, national origin, blindness, age or handicap.

18. Assignment. Neither party shall assign or transfer any rights, duties or obligations imposed upon it by this Agreement without the prior written consent of the other party.

19. Independent Relationship. This Agreement in no way establishes an agency relationship between BHMC and Transferring Facility. Each party shall maintain its independence and separate identity. Each party shall have exclusive control of its management, employees, staff, policies and assets. Neither party assumes any liability for the acts, omissions, debts or obligations of the other party. Neither of the parties, nor any of the respective representatives, shall be construed to be the agent, employer, employees or representatives of the other party.

20. Notices. All notices, requests and correspondence shall be in writing; shall be addressed to the parties as indicated below, unless such address shall have been changed by written notice to the other party in which event it shall be addressed to the changed address; and shall be deemed to have been received either when personally delivered or, if sent by mail, postage prepaid and be registered or certified mail, five (5) days after deposited in the mail.

- BHMC: David P. Rosen
President & CEO
Brookdale Hospital Medical Center
One Brookdale Plaza, Brooklyn, NY 11212

With copy to: Margaret M. Johnson, Esq.,
Sr. Vice President for Legal Affairs & General Counsel
Brookdale Hospital Medical Center
One Brookdale Plaza, Brooklyn, NY 11212

- TRANSFERRING FACILITY:
CAROLINE RICH
ADMINISTRATOR
FOUR SEASONS NURSING & REHABILITATION CENTER
1555 ROCKAWAY PARKWAY
BROOKLYN, NEW YORK 11236

21. Compliance with State Health Code. The following language is required in this Agreement pursuant to 10 NYCRR §400.4: (i) Each of the parties shall comply with those provisions of Chapter V of Title 10 of The New York Codes, Rules and Regulations which are binding on that party under the law of the State of New York; (ii) "Notwithstanding any other provision in this contract, the facility remains responsible for ensuring that any service provided in this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations." For purposes of this Agreement, the term "facility" shall mean the Hospital or the Center, as the case may be.

22. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other agreements and understandings between the parties with respect to such subject matter, whether oral, written or otherwise. No alteration or modification hereof shall be effective except in a subsequent written instrument executed by both parties.

23. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of New York and shall be construed in accordance with and shall be governed by the laws of the State of New York without regards to its conflict of laws provisions.

24. Counterpart. This Agreement may be executed in counterparts, all of which taken together shall be considered one original.

25. Agreement to be Maintained on File. The parties agree to maintain in the office of the administrator of each respective facility and available to the Department of Health a written copy of this Agreement.

26. Severability. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

27. Non-Assignability Neither party shall assign or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent of the other party.

28. Interpretation. The section headings and captions are inserted herein only as a matter of convenience and in no way define, modify or restrict the scope or intent of any provision herein.

29. HIPAA. The parties agree that any and all confidential information and quality assurance information which is communicated by and between the parties shall be kept completely confidential and shall not be divulged except according to law. If either party is legally required to divulge confidential information or quality assurance information which relates to the services of this Agreement, that party shall give the other party prior notice of such disclosure.

Each party agrees and acknowledges that each is a "Covered Entity" for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In connection with the performance of this Agreement, individually identifiable patient health information that is protected under HIPAA shall only be disclosed in a manner that complies with applicable law, including HIPAA. Each party agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information except as permitted by this Agreement. In the event that either party becomes aware of any known misuse of Protected Health Information, it shall immediately report such misuse to the other party.

30. Exclusions / Debarment. Transferring Facility further represents that *neither* it nor any of its employees has been excluded or debarred from participation in any federal or state health care program; *neither* it nor any of its employees currently appears on the Office of Inspector General's List of Excluded Individuals/Entities; and will notify BHMC immediately in writing in the event that it or any of its employees is excluded or debarred from participating any federal or state health care program.

31. Pertinent Law Accountability. Notwithstanding any other provision in this Agreement, each facility remains responsible for ensuring that any service provided at such facility pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement dated as of the date first above written.

TRANSFERRING FACILITY

BROOKDALE UNIVERSITY HOSPITAL
& MEDICAL CENTER

By: Caroline Rich
Name: CAROLINE RICH
Title: ADMINISTRATOR
Date: 8/18/03

By: David P. Rosen
Name: David P. Rosen
Title: President & CEO
Date: 9/3/03

Working Capital Financing Plan

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

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

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

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

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

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	

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

**Schedule 5
Attachment**

**Four Seasons Nursing and Rehabilitation Center
(Sunrise/Parkshore Adult Day Health Care Center)**

Cash Flow Analysis (**REDACTED**)

Schedule 6

Architectural/Engineering Submission

Contents:

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

New York State Department of Health Certificate of Need Application

Schedule 6

Architectural Submission Requirements for Contingent Approval and Contingency Satisfaction

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

Instructions

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

Architecture/Engineering Narrative

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

Project Description	
Schedule 6 submission date: 2/1/2025	Revised Schedule 6 submission date: N/A
Does this project amend or supersede prior CON approvals or a pending application? No If so, what is the original CON number? N/A	
Intent/Purpose: Expansion of an existing ADHCP from 200 to 250 registrants, due to the closure of another ADHCP.	
Site Location: 9517 Avenue J and 95th Street, Brooklyn, NY 11236	

New York State Department of Health Certificate of Need Application

Schedule 6

Brief description of current facility, including facility type: Existing 24,750 +/- Square foot, 2-Story ADHCP facility with a basement in Brooklyn, NY.	
Brief description of proposed facility: Repurpose of administration space, relocation of staff space and repurpose vacated area for expansion of participant activity space, remodeling of existing toilet rooms to be compliant with ADA requirements.	
Location of proposed project space(s) within the building. Note occupancy type for each occupied space. Lobby – Addition of Drinking Fountains – Business – 10 SF Main Dining Room – Assembly – Previously 4,383 SF / Proposed 5,033 SF Activity Space II – Business – Previously 1,361 SF / Proposed 1,685 SF Activity Space I – Assembly – 2,354 SF Social Services / Rehab – Business - 1,469 SF Soiled Holding – Storage – 34 SF Remodeling Restroom(s) 1,4,5,6,7,8,9,10,11,12,13,14,15,16,17 – Business – 639 SF Remodeling Assisted Restrooms 1,2,3 – Business – 251 SF	
Indicate if mixed occupancies, multiple occupancies and or separated occupancies. Describe the required smoke and fire separations between occupancies: Business Occupancy / Assembly Occupancy – Existing Spaces separated by existing rated wall Business Occupancy / New Assembly Occupancy will be separated with a fire rated wall.	
If this is an existing facility, is it currently a licensed Article 28 facility?	Yes
Is the project space being converted from a non-Article 28 space to an Article 28 space?	No
Relationship of spaces conforming with Article 28 space and non-Article 28 space: N/A	
List exceptions to the NYSDOH referenced standards. If requesting an exception, note each on the Architecture/Engineering Certification form under item #3. N/A	
Does the project involve heating, ventilating, air conditioning, plumbing, electrical, water supply, and fire protection systems that involve modification or alteration of clinical space, services or equipment such as operating rooms, treatment, procedure rooms, and intensive care, cardiac care , other special care units (such as airborne infection isolation rooms and protective environment rooms), laboratories and special procedure rooms, patient or resident rooms and or other spaces used by residents of residential health care facilities on a daily basis? If so, please describe below. There will be modifications to the rehab/social services rooms and the main dining room / corridor combination that will result in minor lighting layout updates. There will be no changes required to HVAC systems, water supply. There will be upgrades to the existing fire alarm and suppression system within the spaces affected.	Yes
Provide brief description of the existing building systems within the proposed space and overall building systems, including HVAC systems, electrical, plumbing, etc. Existing operating 24,705 +/- Square foot 2-Story ADHCP facility with a basement in Brooklyn NY. The existing HVAC Systems, water supply, and majority of the electrical systems will not be affected. Plumbing will remain mostly the same with the exception of modifications to the locations of some existing plumbing fixtures to provide ADA compliance within restroom layouts.	
Describe scope of work involved in building system upgrades and or replacements, HVAC systems, electrical, Sprinkler, etc. The minor scope of the electrical changes will be relocation of ceiling lights, ceiling work within modified / repurposed spaces, new lighting fixtures. No changes in the existing HVAC. Existing sprinkler system will be mostly maintained, system within the work area will be upgraded.	
Describe existing and or new work for fire detection, alarm, and communication systems: Upgrading existing fire alarm system within the new space. .	
If a hospital or nursing home located in a flood zone, provide a FEMA BFE Certificate from www.fema.gov , and describe the work to mitigate damage and maintain operations during a flood event. N/A	

New York State Department of Health Certificate of Need Application

Schedule 6

Does the project contain imaging equipment used for diagnostic or treatment purposes? If yes, describe the equipment to be provided and or replaced. Ensure physicist's letter of certification and report are submitted. No	
Does the project comply with ADA? If no, list all areas of noncompliance. Restrooms, 1,2,3,4,10,11,12,13	
Other pertinent information: Click here to enter text.	
Project Work Area	Response
Type of Work	Renovation
Square footages of existing areas, existing floor and or existing building.	24,750 SF
Square footages of the proposed work area or areas. Provide the aggregate sum of the work areas.	7,991 SF
Does the work area exceed more than 50% of the smoke compartment, floor or building?	Less than 50% of the floor
Sprinkler protection per NFPA 101 Life Safety Code	Sprinklered throughout
Construction Type per NFPA 101 Life Safety Code and NFPA 220	1D – 1968 Code
Building Height	+/- 24' (No Change)
Building Number of Stories	2 Stories
Which edition of FGI is being used for this project?	2018 Edition of FGI
Is the proposed work area located in a basement or underground building?	Not Applicable
Is the proposed work area within a windowless space or building?	No
Is the building a high-rise?	No
If a high-rise, does the building have a generator?	Not Applicable
What is the Occupancy Classification per NFPA 101 Life Safety Code?	Chapter 17 – Existing Day-Care Occupancies
Are there other occupancy classifications that are adjacent to or within this facility? If yes, what are the occupancies and identify these on the plans. (Existing) Assembly – Main Dining Room (5033 SF)	Yes
Will the project construction be phased? If yes, how many phases and what is the duration for each phase? The construction will be phased to avoid interruption in the participant activity. Timeline is not yet set.	Yes
Does the project contain shell space? If yes, describe proposed shell space and identify Article 28 and non-Article 28 shell space on the plans. N/A	No
Will spaces be temporarily relocated during the construction of this project? If yes, where will the temporary space be? No, construction will be phased to avoid interruption of participant activity.	No
Does the temporary space meet the current DOH referenced standards? If no, describe in detail how the space does not comply. N/A	Not Applicable
Is there a companion CON associated with the project or temporary space? If so, provide the associated CON number. N/A	Not Applicable
Will spaces be permanently relocated to allow the construction of this project? If yes, where will this space be? The staff areas will be relocated for the creation of the Activity space within the cellar. The staff spaces relocated will be moved to the main floor, noted on the floor plan.	Yes
Changes in bed capacity? If yes, enumerate the existing and proposed bed capacities. No Beds for this Project	Not Applicable
Changes in the number of occupants?	Yes

New York State Department of Health Certificate of Need Application

Schedule 6

If yes, what is the new number of occupants? 250 Registrants	
Does the facility have an Essential Electrical System (EES)? If yes, which EES Type? Click here to enter text.	No
If an existing EES Type 1, does it meet NFPA 99 -2012 standards?	No
Does the existing EES system have the capacity for the additional electrical loads? Click here to enter text.	No
Does the project involve Operating Room alterations, renovations, or rehabilitation? If yes, provide brief description. N/A	No
Does the project involve Bulk Oxygen Systems? If yes, provide brief description. N/A	No
If existing, does the Bulk Oxygen System have the capacity for additional loads without bringing in additional supplemental systems?	Not Applicable
Does the project involve a pool?	No

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

Schedule 6

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

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

**Schedule 6
Attachments**

**Four Seasons Nursing and Rehabilitation Center
(Sunrise/Parkshore Adult Day Health Care Center)**

Architectural Information

- Architect's Certification (**REDACTED**)
- Narrative
- Drawings (**REDACTED**)

ARCHITECTURAL NARRATIVE

Parkshore Adult Daycare Facility
Registrant Expansion of an Existing Facility
9517 Avenue J, Brooklyn NY
October 11th, 2024

Parkshore Adult Daycare Facility is located at 9517 Avenue J, in Brooklyn NY, and partially occupies an existing 2-story cellar building. It's currently a 200 registrant ADHCP facility is seeking to expand its existing capacity to 250 registrants. The expansion is being sought by combining existing slots from an affiliated ADCHP Facility called Four Seasons Adult Day Care Center at Lakeside, with an address of 945 east 108th Avenue, in Brooklyn, NY, and housing 100 registrants. The combined capacity will have a net reduction of 50 registrants; however, it will maintain positive outcomes for ADHCP registrants by preserving a program. The expansion will require interior renovations within the existing building's footprint to accommodate its 250 registrants' spatial requirements. The proposed project seeks to enhance the experience of the participants within the 30-year-old facility, through expanding activity spaces and renovating existing restrooms to be accessible compliant.



The project will encompass several key initiatives, including the expansion of existing activity spaces to provide additional space, combination of social services and rehabilitation center to provide participants additional assistance recovering, the renovation of existing non-compliant restrooms to bring them up to the current accessibility code, relocation of the existing staff area from the cellar to the ground floor to allow for updated facilities and the repurposing of the existing underutilized cellar area for additional registrant's activity space. These renovations will be executed in phases to minimize disruption to the participant's activities.

The goal is to provide additional participant slots for the long-lasting service this facility provides. By rejuvenating and preserving the 30-year-old facility, it will allow a greater outreach for a largely underserved community, while providing an upgraded quality of care for the existing participants.

Upon completion of the work, the program and services of the existing 2-story, 250 participant facility will continue to provide services to the community.

The main focus of this proposal is the repurposing of space to provide participants with activity space equating to 252 allowable participant slots within the facility.

The building itself is a non-combustible steel frame construction maintaining an existing operational fire protection system and is fully sprinklered.

The proposed renovation and upgrade will adhere to the Facility Guidelines Institute's Guidelines for Design and Construction of Health Care Facilities - 2010 edition, latest edition of the NYC health code, 1968 edition of the NYC building code, 2022 NYC Plumbing Code and NFPA101 Life Safety Code.

Schedule LRA 4/Schedule 7 CON Forms Regarding Environmental issues

Contents:

Schedule LRA 4/Schedule 7 - Environmental Assessment

Environmental Assessment

Part I.	The following questions help determine whether the project is "significant" from an environmental standpoint.	Yes	No
1.1	If this application involves establishment, will it involve more than a change of name or ownership only, or a transfer of stock or partnership or membership interests only, or the conversion of existing beds to the same or lesser number of a different level of care beds? NOT APPLICABLE	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Does this plan involve construction and change land use or density?	<input type="checkbox"/>	<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:	NYC DOB - Borough of Brooklyn		
	Contact Name:	Reda Shehata, RA		
	Address:	345 Adams Street, 3 rd Floor		
	State and Zip Code:	New York, 11201		
	E-Mail Address:			
	Phone Number:	718-802-3677		
	Agency Name:	FDNY		
	Contact Name:	-----		
	Address:	9 Metro Tech Center, 3 rd Floor		
	State and Zip Code:	NY, 11201		
	E-Mail Address:	FDNY.BusinessSupport@FDNY.NYC.Gov		
	Phone Number:	718-999-0098		
	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 <input type="checkbox"/>	No <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 <input type="checkbox"/>	No <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](#)

[NOT APPLICABLE](#)

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

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

1.) Project Cost Summary data:

	Total	Source
Project Description:		
Project Cost	\$745,763	Schedule 8b, column C, line 8
Total Basic Cost of Construction	\$745,763	Schedule 8B, column C, line 6
Total Cost of Moveable Equipment	\$97,464	Schedule 8B, column C, line 5.1
Cost/Per Square Foot for New Construction	N/A	Schedule 10
Cost/Per Square Foot for Renovation Construction	\$60.02	Schedule 10
Total Operating Cost	\$9,427,980	Schedule 13C, column B
Amount Financed (as \$)	\$0	Schedule 9
Percentage Financed as % of Total Cost	N/A	Schedule 9
Depreciation Life (in years)	25 years: Renovation 10 years: Equipment	Schedule 13 Attachment

2) Construction Dates

Anticipated Start Date	7/1/2025 (on or before)	Schedule 8B
Anticipated Completion Date	9/1/2025 (on or before)	

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

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

Constants	Value	Comments
Design Contingency - New Construction	NA	Normally 10%
Construction Contingency - New Construction	NA	Normally 5%
Design Contingency - Renovation Work	10.00%	Normally 10%
Construction Contingency - Renovation Work	10.00%	Normally 10%
Anticipated Construction Start Date:	7/1/2025 (on or before)	as mm/dd/yyyy
Anticipated Midpoint of Construction Date	8/1/2025 (on or before)	as mm/dd/yyyy
Anticipated Completion of Construction Date	9/1/2025 (on or before)	as mm/dd/yyyy
Year used to compute Current Dollars:	2025	

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

	A	B	C
Item	Project Cost in Current Dollars	Escalation amount to Mid-point of Construction	Estimated Project Costs
Source:	Schedule 10 Col. H	Computed by applicant	(A + B)
1.1 Land Acquisition	\$0		\$0
1.2 Building Acquisition	\$0		\$0
2.1 New Construction	\$0	\$0	\$0
2.2 Renovation & Demolition	\$479,618	\$0	\$479,618
2.3 Site Development	\$0	\$0	\$0
2.4 Temporary Utilities	\$0	\$0	\$0
2.5 Asbestos Abatement or Removal	\$0	\$0	\$0
3.1 Design Contingency	\$47,962	\$0	\$47,962
3.2 Construction Contingency	\$47,962	\$0	\$47,962
4.1 Fixed Equipment (NIC)	\$0	\$0	\$0
4.2 Planning Consultant Fees	\$0	\$0	\$0
4.3 Architect/Engineering Fees	\$40,767	\$0	\$40,767
4.4 Construction Manager Fees	\$11,990	\$0	\$11,990
4.5 Other Fees (Consultant, etc.)	\$20,000	\$0	\$20,000
Subtotal (Total 1.1 thru 4.5)	\$648,299	\$0	\$648,299
5.1 Movable Equipment (from Sched 11)	\$97,464	\$0	\$97,464
5.2 Telecommunications	\$0	\$0	\$0
6. Total Basic Cost of Construction (total 1.1 thru 5.2)	\$745,763	\$0	\$745,763
7.1 Financing Costs (Points etc.)	\$0		\$0
7.2 Interim Interest Expense:: \$ <input type="text" value="0"/> At <input type="text" value="0"/> % for <input type="text" value="\$0"/> months	\$0		\$0
8. Total Project Cost: w/o CON fees - Total 6 thru 7.2	\$745,763		\$0
Application fees:			
9.1 Application Fee. Articles 28, 36 and 40. See Web Site.	\$2,000		\$2,000
9.2 Additional Fee for projects with capital costs. Not applicable to "Establishment Only" projects. See Web Site for applicable fees. (Line 8, multiplied by the appropriate percentage.)			
Enter Multiplier i.e.: .25% = .0025 --> <input type="text" value="0.30%"/>	\$2,237	\$0	\$2,237
10 Total Project Cost with fees	\$750,000	\$0	\$750,000

**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 checked="" type="checkbox"/>	B. Cash	\$750,000
<input type="checkbox"/>	C. Mortgage, Notes, or Bonds	
<input type="checkbox"/>	D. Land	
<input type="checkbox"/>	E. Other	
<input checked="" type="checkbox"/>	F. Total Project Financing (Sum A to E) (equals line 10, Column C of Sch. 8b)	\$750,000

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

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

II. Details

A. Leases

	N/A	Title of Attachment
1. List each lease with corresponding cost as if purchased each leased item. Breakdown each lease by total project cost and subproject costs, if applicable.	<input checked="" type="checkbox"/>	N/A
2. Attach a copy of the proposed lease(s).	<input checked="" type="checkbox"/>	N/A – no change to existing lease
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant.	<input checked="" type="checkbox"/>	N/A – no change to existing lease
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment.	<input checked="" type="checkbox"/>	N/A – no change to existing lease
5. If applicable, identify separately the total square footage to be occupied by the Article 28 facility and the total square footage of the building.	<input type="checkbox"/>	<u>Article 28 Space:</u> 24,750 +/- SF (occupied) 7,991 SF (renovated)
6. Attach two letters from independent realtors verifying square footage rate.	<input checked="" type="checkbox"/>	N/A – no change to existing lease
7. For all capital leases as defined by FASB Statement No. 13, "Accounting for Leases", provide the net present value of the monthly, quarterly or annual lease payments.	<input checked="" type="checkbox"/>	N/A

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

Schedule 9

B. Cash

Type	Amount
Accumulated Funds	\$750,000
Sale of Existing Assets	
Gifts (fundraising program)	
Government Grants	
Other	
TOTAL CASH	\$750,000

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

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

Schedule 9

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

C. Mortgage, Notes, or Bonds

NOT APPLICABLE

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

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

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

Schedule 9

D. Land

NOT APPLICABLE

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

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

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

E. Other

NOT APPLICABLE

Provide listing and breakdown of other financing mechanisms.

	Total Project
Notes	
Stock	
Other	

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

F. Refinancing

NOT APPLICABLE

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

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

**Schedule 9
Attachments**

**Four Seasons Nursing and Rehabilitation Center
(Sunrise/Parkshore Adult Day Health Care Center)**

1. Financial Narrative (**REDACTED**)
2. Financial Statements (**REDACTED**)

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					
N/A	Main	Basement, 1, 2	--	Adult Day Health Care Program (ADHCP) - Offsite	7,991	\$ 60.02	\$ 479,618	B
Totals for Whole Project:					7,991	\$ 60.02	\$ 479,618	B

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

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

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

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

SIGNATURE			DATE	
SIGNATURE REDACTED			02/07/25	
PRINT NAME			TITLE	
Jeffrey Goldstein			Member	
NAME OF FIRM				
FSNR SNF, LLC (Four Seasons Nursing and Rehabilitation Center)				
STREET & NUMBER				
1555 Rockaway Parkway				
CITY	STATE	ZIP	PHONE NUMBER	
Brooklyn	NY	11236	(718) 986-7317	

**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 manufacture where applicable.	Number of units	Lease (L) or Purchase (P)	Date of the end of the lease period	Lease Amount or Purchase Price
		Existing equipment will be re-used. Please refer to the Schedule 11 Attachment for new/additional items.				\$ 97,464
Total lease and purchase costs: Subproject 1						
Total lease and purchase costs: Subproject 2						
Total lease and purchase costs: Subproject 3						
Total lease and purchase costs: Subproject 4						
Total lease and purchase costs: Subproject 5						
Total lease and purchase costs: Subproject 6						
Total lease and purchase costs: Subproject 7						
Total lease and purchase costs: Subproject 8						
Total lease and purchase costs: Whole Project:						\$ 97,464

Table 2 - Equipment being replaced:

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

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

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

**Schedule 11
Attachment**

**Four Seasons Nursing and Rehabilitation Center
(Sunrise/Parkshore Adult Day Health Care Center)**

Equipment List

11/07/2024

593728

Quote


Quote: Four Seasons - Combi & Cres Cor

From: Lauren DiBattista
Sent on Behalf of Eli Goldring
67 Route 59
Spring Valley, NY 10977
(845) 414-2305 (Contact)
(732) 948-4818 (Eli Cell)
(732) 942-0900 (Lakewood Fax)
eli@culinarydepot.biz



Job Reference Number: 200456

Please note: Due to current industry conditions, pricing on this quote may be subject to manufacturer price increases or surcharges

Due to the terms of liability of the trucking companies, customers must inspect their deliveries upon receipt, prior to signing for the delivery. Thank you.

Item	Qty	Description	Sell	Sell Total
1	1 ea	COMBI OVEN, GAS	\$36,903.35	\$36,903.35
		 RATIONAL ICP 6-FULL ON 6-FULL NG 208/240V 1 PH Two (2) (CC1GRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60Hz/1- ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR®		
	1 kt	60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6- full size (electric or gas) on iCombi 6-full size (gas only)	\$1,219.51	\$1,219.51
	1 ea	60.31.203 Stand I Stationary Oven Stand for Combi-Duo, 7-3/4"H, open	\$509.01	\$509.01

Item	Qty	Description	Sell	Sell Total
		sides, for iCombi 6-full size on 6-full size		
	1 ea	NOTE: All discounts subject to approval by manufacturer		
	1 ea	2 years parts and labor, 5 years steam generator warranty		
	1 ea	CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
	1 ea	9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip). (see attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$507.00	\$507.00
	2 ea	9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included. (See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$1,267.50	\$2,535.00
	2 ea	8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60Hz/1ph); gas iCombi/SCC/CMP 62G (208-240/60Hz/1ph); gas iCombi/SCC/CMP 61G (120/60Hz/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$631.72	\$1,263.44
	2 ea	1900.1159US Water Filtration Single Cartridge System, for any iVario, single Combi model, or XS or half-size Combi-Duos, includes: (1) single head with pressure gauge, R95-CLX filter & (1) filter installation kit	\$493.69	\$987.38
	1 ea	9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$177.45	\$177.45
	1 ea	Note: The RATIONAL Water Filtration Systems helps provide consistent high-quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines, and chlorine while delivering the required flow rates.		
	2 ea	60.75.768 Heat Shield, for right side panel, type 6-full size Pro/Classic, 2"W, stainless steel construction	\$230.35	\$460.70
	2 kt	Dormont 1675KIT48 (1675KIT48) Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	\$164.29	\$328.58
Extended Total:				\$44,891.42

Item	Qty	Description	Sell	Sell Total
2	1 ea	 MOBILE HEATED CABINET Cres Cor H-137-UA-12C (Shabbos friendly) Cabinet, Mobile Heated, insulated, top-mount heater assembly, recessed push/pull handles, (12) sets of chrome plated wire universal angle slides aon 4-1/2" centers adjustable 1-1/2" centers, solid state electronic control, LED analog display, field reversible dutch doors, (4) heavy duty 5" swivel casters (2) braked, anti-microbial latches, aluminum exterior & interior, NSF, cCSAus	\$5,640.34	\$5,640.34
			Extended Total:	\$5,640.34
3	1 ea	 INSIDE DELIVERY CULINARY DEPOT INSIDE DELIVERY Inside delivery, uncrating, unpacking, setting in place, removing packaging debris. This service does NOT include any installations, connections and/or disconnections.	\$900.00	\$900.00
			Extended Total:	\$900.00
			Total	\$51,431.76

Pricing:

- Due to supply shortages and manufacturer price increases, quoted pricing will increase if tariffs and price increases are imposed after the quote date. Documentation from the manufacturers will be provided as needed.
- Quoted pricing is per manufacturer's standard spec and does not include any optional accessories, unless listed separately. Quote and website images may not accurately represent items included in quote.
- Any changes, including but not limited to quantities, omissions, addition of item or any freight changes, will negate this quote.
- Shipping, handling, liftgate, installation, set in place or applicable sales tax are not included in quoted price unless otherwise noted. Liftgate delivery, which is the unloading of material from the truck to the ground, may be needed if you do not have a forklift or loading dock. Any shipping charges quoted are estimated and may be subject to change.
- When installation is included in quote, the price includes non-union liftgate delivery of all equipment to job site, including uncrating and set in place. Installation, if quoted, does not include any final connections by other trades.
- Full payment must be received before order is processed, unless otherwise noted. All merchandise remains under Culinary Depot ownership until order is paid in full.

When receiving your order:

- Confirm the pieces received match the freight bill and note any discrepancies on the freight bill.
- Check for any visible damage such as crushed corners, puncture holes, and broken pallets. If possible, open packaging before signing to check that product is in good condition.
- If any damage to packaging, pallet, or item is found it is best for you to refuse the shipment. Otherwise, be sure to note **Damaged Shipment** on the freight bill and have the driver sign all copies.
- After signing the freight bill, uncrate as soon as possible to check for concealed damage. Report any damage immediately, no later than 2 days from date of delivery.
- If damages are not reported before the truck departs, we will be unable to offer any credits for the damaged items as the liability falls on the receiver. If you are unsure whether an item is damaged and are unable to properly check the merchandise before the truck leaves, please refuse the delivery and contact us.

Delivery Fees/Restrictions:

- In the event of a delivery delay, Culinary Depot can store the equipment at no charge for 7 days; thereafter storage fees may apply.
- Delivery quotes are based on one-time delivery only. Additional charges may apply for additional deliveries.
- Culinary Depot reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries.
- Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments.

Returns:

- Returns must be initiated within 30 days of receipt of order. Culinary Depot may refuse return of any used and uncrated equipment.
- All returned equipment is subject to a 25% restocking fee plus freight and must be in original carton. Canceled orders that have already shipped out, are also subject to restocking fees.
- Special order items are non-refundable and must be paid in full prior to production. If you are unsure whether your order is considered 'special order' please check with your salesperson prior to placing your order.

Compliance to local health, plumbing, electrical and ventilation codes are the sole responsibility of the customer.

We do all we can ensure everything goes right; however, things don't always go as planned. If you are not completely satisfied, please feel free to call us at 888.845.8200. The team at Culinary Depot is committed to make it right for you.

Acceptance: _____ Date: _____
Printed Name: _____
Project Grand Total: \$51,431.76



Datasheet

iCombi® Pro 6-full size + 6-full size G UG



Capacity

- > Twelve (12) Full-size sheet pans or Twenty four (24) Steam table pans / GN 1/1
- > Removable standard hinging rack with 2 5/8 inch rack spacing (68 mm)
- > Large selection of accessories for various cooking procedures, such as grilling, braising or baking
- > For use with 2/1, 1/1, 2/4 GN accessories

Combi-steamer mode

- > Steaming 86 °F - 266 °F
- > Convection 86 °F - 572 °F
- > Combination of steam and convection 86 °F - 572 °F

Description

Two intelligent, network-compatible cooking systems with poultry, meat, fish, egg-based dishes/desserts, side dishes/vegetables, baked goods modes as well as pan frying, grilling, steaming, baking, and finishing cooking methods.

- > Combi steamer as per DIN 18866 (in manual mode).
- > For most cooking processes used in commercial kitchens.
- > For using steam and convection, individually, one after the other, or combined.

The following intelligent assistants are available:

Intelligent assistant

iDensityControl  iProductionManager  iCookingSuite  iCareSystem 

iDensityControl

iDensityControl is the iCombi Pro's intelligent climate management. The interaction among intelligent sensors, a high-performance heating system and fresh steam generator, and active dehumidification ensures that the right cooking cabinet climate is always available. Intelligent air circulation ensures the best possible energy input into the food. Consequently, this ensures extraordinary productivity while maintaining high levels of food quality, even cooking and minimum energy consumption.

iCookingSuite

The iCookingSuite is the iCombi Pro's cooking intelligence. The user starts by selecting the right cooking path for the food, choosing from among 6 operating modes and / or 5 cooking methods. Users also specify the desired cooking result. The unit suggests settings for browning and degree of doneness. Intelligent sensors detect the size, quantity and condition of the food. While the cooking path is in progress, the system adjusts key parameters like cooking cabinet temperature, airspeed, and cooking time accurately to the second. The selected desired results are achieved, yielding the best possible quality in the shortest possible time. It is possible to optionally influence the cooking sequence and adapt the cooking result. Users can change to iProductionManager or manual mode at any time. Thanks to iCookingSuite you can simply save time, raw materials, and energy while maintaining a standardized food quality without having to check the procedure.

iProductionManager

iProductionManager intelligently and flexibly organizes the production process. This includes which products can be prepared together on different trays, the ideal sequence of dishes, and monitoring the cooking sequence. iProductionManager supports users with prompts to load or unload dishes. Depending on kitchen processes you can freely position orders (up to two per level) or schedule them on the basis of a certain target time. iProductionManager arranges the sequence of dishes accordingly and automatically specifies the correct settings. Users decide whether dishes are cooked based on optimum energy consumption or a certain target time. Simple monitoring activities are no longer required, saving you working time and energy.

iCareSystem

The iCareSystem is the intelligent iCombi Pro cleaning and descaling system. It recommends the amount of chemicals and ideal cleaning stage from the nine available programs based on usage and any limescale in the steam generator. Ultra-fast interim cleaning cleans iCombi Pro in only 12 minutes, all cleaning programs can also run overnight without the need for supervision. The iCareSystem is particularly efficient and environmentally friendly, consuming small quantities of phosphate-free care products, water, and energy. This means that the iCombi Pro is always hygienically clean without manual work and at minimal costs.

Unit description and functions

Intelligent functions

- > Intelligent climate management that measures, adjusts and controls the humidity down to the exact percentage
- > The actual measured humidity in the cooking cabinet can be adjusted and viewed
- > Dynamic air circulation in the cooking cabinet thanks to intelligent, reversible, high-performance five-speed fan with intelligent activation and manual programming capabilities
- > Intelligent cooking path regulation and automatic adjustment of cooking steps in order to achieve the target results, e.g., browning and degree of doneness, safely and efficiently - regardless of product size, load quantity, or who is using the unit
- > Monitoring accurate to the second and calculation of browning on the basis of the Maillard reaction to reproduce ideal cooking results
- > Adjust intelligent cooking methods or switch between iCookingSuite and iProductionManager for maximum flexibility
- > Intelligent cooking step to proof baked goods
- > Individual, intuitive programming of up to 1,200 cooking programs with up to 12 steps using drag-and-drop, per cooking system
- > Easy transfer of cooking programs to other cooking systems through secure cloud connection with ConnectedCooking or via USB stick
- > iProductionManager, the automated, intelligent planning and controlling tool, organizes multiple cooking processes and mixed loads perfectly. Automatic closing of planning gaps. Automatically optimize schedules and energy consumption in planning and target time preparation to start or end cooking dishes at the same time.
- > Visual indication of loading and removal requests using energy-saving LED lighting
- > Automatically resumes and optimally completes cooking processes following power outages lasting less than 15 minutes
- > Intelligent cleaning system suggests cleaning programs and the required amount of care products based on the degree of soiling within the cooking system
- > Display of the current cleaning and descaling status
- > Intelligent VarioSmokers control (accessory) by the cooking methods
- > Condensation/exhaust air hoods (accessories) with situational adjustment of the extraction performance and transfer of service messages.

Cooking functions

- > High-performance steam generator for optimal steaming performance even at low temperatures below 212°F
- > Power-steam function: increased steaming power available for Asian applications
- > Integrated, maintenance-free grease separation system without an additional grease filter
- > Cool-down function to quickly cool down the cooking cabinet; additional fast cooling using internal water nozzle
- > Core temperature probe with six measuring points and automatic error correction in the event of incorrect positioning. Optional positioning tool for soft or very small cooking products (accessory)
- > Delta-T cooking for extremely gentle preparation with minimal cooking losses
- > Precise burst-steam injection; water quantities can be set to 4 different levels within a temperature range of 85°F – 500°F for convection or steam-convection combination modes
- > Digital temperature display, can be set to °C or °F, displays target and actual values
- > Cooking cabinet humidity and time displayed digitally; displays target and actual values
- > Time can be set to display in 12- or 24-hour format
- > 24-hour real-time clock with automatic adjustment for daylight savings time when connected to ConnectedCooking
- > Automatic pre-selected starting time with variable date and time
- > Integrated hand shower with automatic retraction and switchable spray/jet function
- > Energy-saving, long-lasting LED lighting in the cooking cabinet, with excellent color fidelity to allow quick determination of cooking progress
- > No-charge 4-hour RATIONAL certified chef assistance program

Occupational and operating safety

- > Electronic safety temperature limiter for steam generator and convection heating
- > Integrated fan wheel brake
- > Contact temperature of the cooking cabinet door max. 163 °F
- > Use of Active Green cleaning tabs and Care tabs (solid cleaning agent) for ideal occupational safety levels
- > HACCP data storage and output via USB or optional storage and management in the cloud-based networking solution ConnectedCooking
- > Tested according to national and international standards for unsupervised operation
- > Maximum tray height must not exceed 63 inch when using a RATIONAL stand
- > Ergonomic door handle with right- / left-handed door opening and swing-shut function

Networking

- > Integrated, IP-protected Ethernet interface for wired connection to the cloud-based ConnectedCooking networking solution or for networking with each other
- > Integrated Wi-Fi interface for wireless connection to the cloud-based networking solution ConnectedCooking
- > Integrated USB interface for local data exchange
- > Cloud-based ConnectedCooking solution allows central unit management; recipe, shopping cart and program management; HACCP data management; maintenance management

Cleaning and care

- > Automatic, water pressure-independent cleaning and maintenance system for cooking cabinet and steam generator
- > Nine cleaning programs for unsupervised cleaning, also overnight, with automatic cleaning and removal of limescale deposits within the steam generator
- > Ultrafast cleaning in only 12 minutes for practically uninterrupted, hygienic production
- > Automatic cleaning routine following power outages, ensuring that cooking cabinet remains free of cleaning agents even after the cleaning process has been canceled

- > Use of phosphate and phosphorus-free Active-Green cleaning agent tabs and Care tabs
- > Hygienic setup that is flush with the counter without feet for simple, safe cleaning
- > Triple glass pane cooking cabinet door with rear ventilation, thermally reflecting special coating and swiveling glass panes for easy cleaning
- > Inside and outside material: stainless steel DIN 1.4301 / ASTM 304, seamless hygienic cooking cabinet with rounded corners and optimized air flow
- > Glass and stainless steel surfaces allow easy, safe external cleaning; IPX5-class protection against spraying water in all directions
- > Monitoring option for automatic cleaning using the cloud-based ConnectedCooking networking solution

Operation

- > High-resolution 10.1 inch TFT color display and capacitive touchscreen with self-explanatory icons for simple, intuitive operation with gestures like swiping and dragging
- > Acoustic prompts and visual messages when user action is required
- > Central dial with Push function for intuitive selection and confirmation of entries
- > User interface and help function can be set to over 55 languages
- > Basic national cuisine preferences can be selected regardless of language settings. Possible to select additional, local cuisine
- > Specially adapted cooking parameters for international or country-specific dishes can be selected and started regardless of unit language settings
- > Extensive search function including all cooking paths, application examples and settings
- > Context-sensitive support that always shows the current help content for the displayed screen content
- > Start application examples from help file
- > Simple selection of cooking paths using six operating modes and/or five cooking methods
- > Cockpit function to display information about the processes within a cooking path
- > Customization and control of user profiles to prevent operator errors
- > Interactive notifications regarding cooking paths, requested actions, intelligent functions and warnings thanks to Messenger
- > Use the upper unit to control the lower unit conveniently and ergonomically

Installation, maintenance and environment

- > Professional installation by RATIONAL-certified technicians recommended
- > Fixed waste water connection conforming to SVGW requirements is permitted
- > Adaptation to the installation site (height above sea level) through automatic calibration
- > Operation without water softener and without additional manual descaling possible
- > Installation flush with the floor and wall through connection in the base area *
- > Installation variations with RATIONAL Stand I (standard, mobile, with fixing) or RATIONAL Stand II (standard, mobile)
- > Service diagnostic system with automatic service message display, self-test function for active testing of unit functions
- > Remote diagnosis via ConnectedCooking by certified RATIONAL service partners
- > 2-year RATIONAL warranty including parts, labor, and travel and 5-year steam generator warranty**
- > Regular maintenance is recommended. Servicing by RATIONAL service partner according to manufacturer recommendations
- > Energy-efficiency tested as per DIN 18873 and consumption values published in HKICert database
- > Energy efficiency in accordance with ENERGY STAR tested and passed. Published at www.energystar.gov

* See the installation or planner manual for details

** Terms and conditions apply, see manufacturer warranty statement at www.rational-online.com

Options

- > Cooking cabinet door, left-hinged
- > SecurityLine – prison / security version
- > HeavyDutyLine – particularly heavy-duty version
- > Integrated fat drain
- > Safety door lock
- > Lockable control panel
- > Mobile oven rack package for Combi-Duo

Technical specifications

Dimensions and weights

Dimensions (W x H x D)	
Cooking system (total, incl. Stand I)	42 1/4 x 76 1/4 x 46 3/8 inches
Weights	
Net weight cooking system incl. Combi-Duo kit and Stand I	769 lb
Maximum load size per level	66/66 lb
Maximum total load capacity	132/132 lb

Each cooking system is individually

Connected loads - gas

Natural gas G20	
Nominal heat load, total	106500 BTU
Nominal heat load, Steam mode	80000 BTU
Nominal heat load, Hot Air mode	106500 BTU
Required connection flow pressure	6.5 – 10 inch w.c.
Liquid gas	
Nominal heat load, total	104000 BTU
Nominal heat load, Steam mode	78000 BTU
Nominal heat load, Hot Air mode	104000 BTU
Required connection flow pressure	10 – 15 inch w.c.

3/4" NPT with 3/4" gas shut off

Additional gas types and voltages available on request

Connected loads - gas

Voltage 2 AC 208 V	
Connected loads - gas	0.9 kW
Breaker	15 A
RCD Type	B

All gas units are supplied with cord.

Connection conditions water

Water inlet (pressure hose), each	3/4"
Water pressure (flow pressure), each	14.5-87.0 psi
Water drain, each	2" OD
Maximum flow rate per cooking system	3.17 gal/min

Water quality requirements

Untreated water can be 0 to 24.5 gr/gal (0 to 420ppm) hardness. We do not recommend treated water hardness < 5 gr/gal (86ppm) because the water could be corrosive. Sodium ion exchangers are not recommended; H+ Ion exchange systems are recommended. Water that does not meet the following minimum standards will require the proper conditioning

Contaminant	Water Requirements	If > than recommended
Sand / Particles	< 15 µm	Particle filter
Chlorine (Cl ₂)	< 0.12 gr/gal (0.2 ppm)	Active carbon filter
Chloride (Cl ⁻)	< 4.68 gr/gal (80 ppm)	RO

Connected loads - exhaust air and thermal load

Latent heat load	6538 BTU
Sensible heat emission	8688 BTU
Sound level	61 dBA

Connection loads - data

LAN data interface	RJ45
WiFi data interface	IEEE 802.11 a/g/n

Minimum distances at installation

Clearance Requirements

To facilitate servicing, we recommend leaving a 20" (500 mm) gap on the left-hand side of the unit. If there is not 20" (500 mm) left side clearance available, provisions for moving the unit to the left for service access must be made. Such provisions include, but are not limited to, having quick connections (water, gas, etc.) and lengthened electrical connections with flexible cords.

If there are no external heat sources acting on the unit, there should be at least 2" (50 mm) of clearance on either side of the unit. The back of the unit can be mounted flush with the wall.

If a high temperature heat source is on the left side of the unit, clearance of at least 14" (350 mm) must be maintained on the left-hand side. This clearance may be reduced to 2" (50 mm) if a heat shield is used (see accessories).

Recommended clearance from unobstructed rear exhaust pipes and any surface collecting grease or flammable material; 16" (400 mm) gas, 10" (254 mm) electric. It is recommended to have a hood overhang of 6" (150 mm) to 18" (450 mm) at the front of the unit and 6" (150 mm) on the sides if installed at the end of the cooking line. Please refer to the Installation Manual for additional technical data and for instructions on installation and setup.

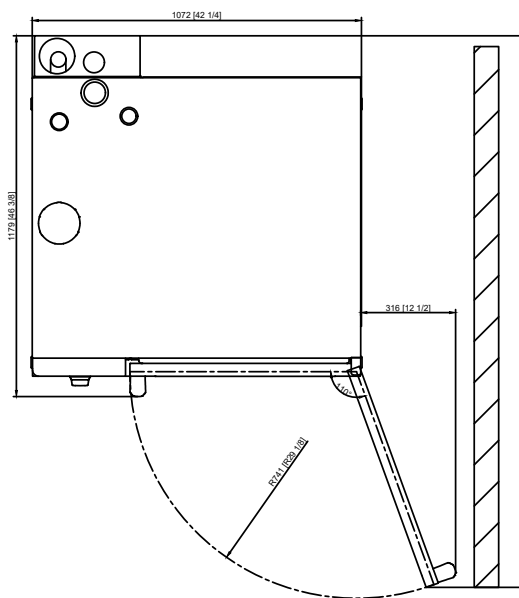
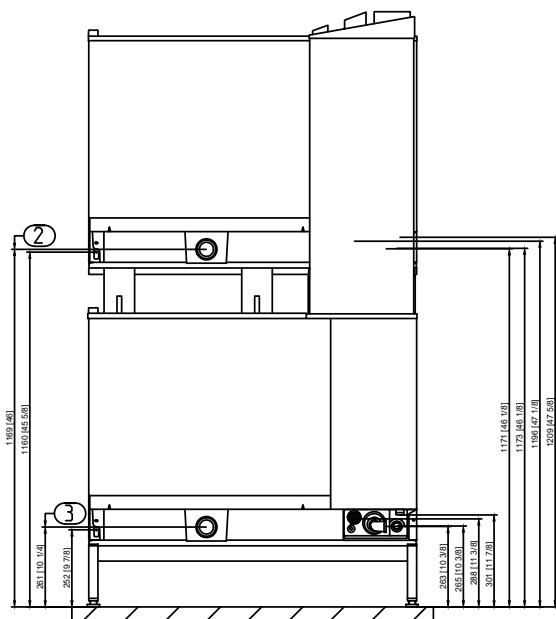
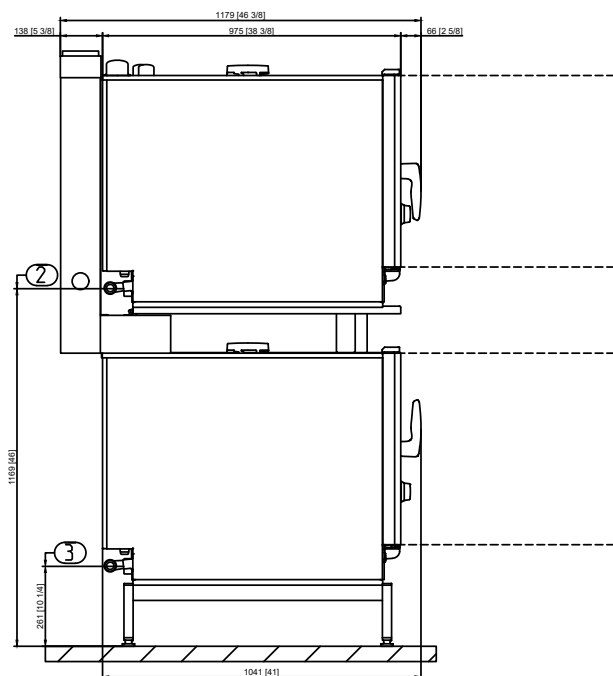
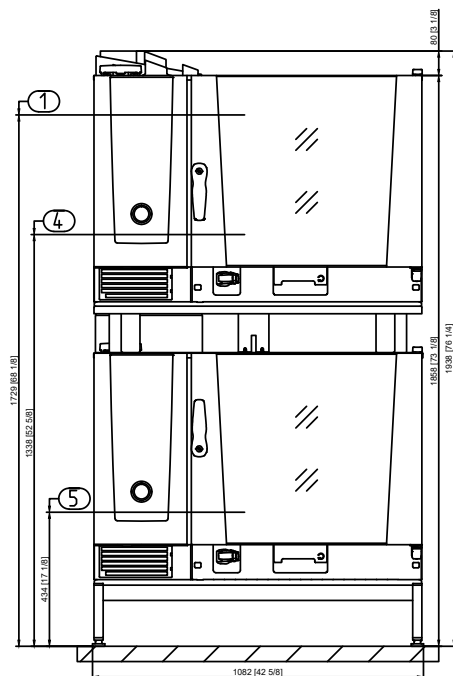
Terms and conditions of installation

- > Observe all local and country-specific standards and regulations regarding the installation and operation of industrial cooking appliances. The local standards and regulations for interior ventilation systems must also be taken into account.
- > To use ConnectedCooking, an RJ45 network socket or a WLAN connection option (IEEE 802.11 a/g/n) must be in place on-site. For optimal performance, a data rate of at least 100 MB/s is required.

Approvals

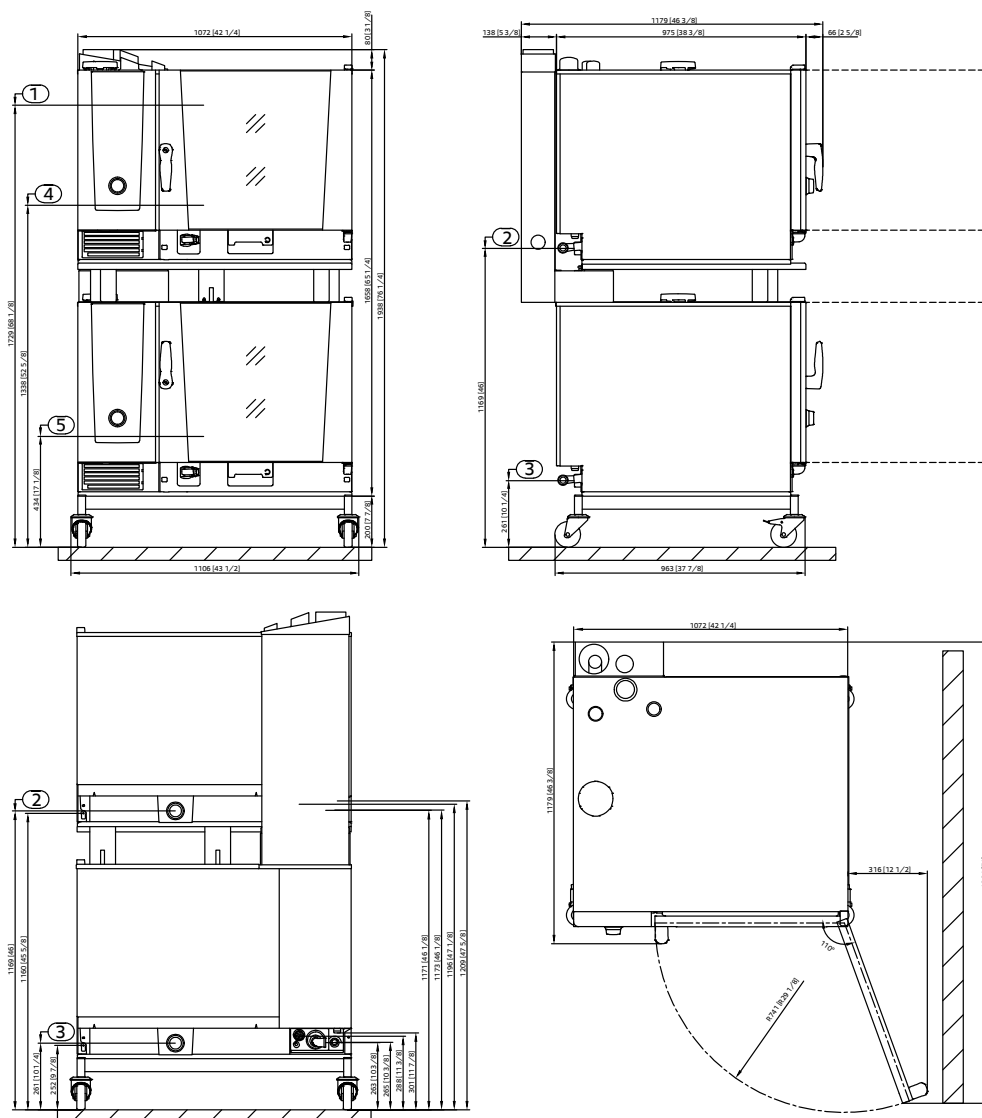


Technical drawing, gas, with stand I – feet



1	Top rack height
2	Water drain height - top unit
3	Water drain height - bottom unit
4	Rack loading height - top unit
5	Rack loading height - bottom unit

Technical drawing, gas, with stand I – mobile



1	Top rack height
2	Water drain height - top unit
3	Water drain height - bottom unit
4	Rack loading height - top unit
5	Rack loading height - bottom unit

Accessories

> 6 full size stainless steel grids included with delivery of the cooking system

Accessories	Item number
RATIONAL Active Green cleaning agent tabs – guarantee the best cleaning performance	Item no. 56.01.535
RATIONAL Care tabs – effectively prevent limescale deposits	Item no. 56.00.562
Mobile oven rack and mobile plate oven rack – for simple loading outside the cooking system	See Cooking Systems and Accessories catalog
Condensation breaker – diverts steam and vapors to an existing exhaust air system Sizes 6-half size, 10-half size, 6-full size and 10-full size	Item no. 60.72.592
RATIONAL USB stick – to securely transfer cooking programs and HACCP data	Item no. 42.00.162
Combi-Duo run-in rail for mobile rack and mobile plate rack Size 6-full size, 10-full size	Item no. 60.75.760
Finishing system for banquets Size 6-full size, 34 plates	Item no. 60.62.196
Full size sheet pan adapter	Item no. 60.12.156
Hinging racks - Size 6-full size	Item no. 7 racks 60.62.168 Item no. 5 racks 60.62.171
Heat shield – for installing a unit near a heat source, e.g. a grill - Size 6-full size	Item no. left side 60.75.769 Item no. right side 60.75.768
Stackable Combi-Duo kit - Size 6-full size E/G on Size 6-full size G	Item no. right-side hinges 60.75.752 Item no. left-side hinges 60.75.754
RATIONAL Double Water Filter - for Combi Duo 6-full size/6-full size and 6-full size/10-full size or if used for more than 2 units	Item no. 1900.1150US
Stands are available in various versions - standard, with casters, or with anchorable stainless steel feet	See Cooking Systems and Accessories catalog

We offer a wide range of cooking accessories to help you achieve ideal cooking results; for more information, please consult our accessories brochure, ask your dealer, or visit www.rational-online.com

Planner	RATIONAL USA Inc.
	1701 Golf Road, Suite C-120, Commerce Rolling Meadows, IL 60008 Toll Free: 888-320-7274 Fax: 847-755-9583 Email: info@rational-online.com Visit us on the internet: www.rational-online.com

Universal Stacking kit.



Combi-Duo Electric Universal Stacking kit on Stand I or Mobile Roller Kit. To provide the possibility to add other equipment with a max load of 551 lbs (250 kg) on top of the RATIONAL unit.

1



Half-Size

G	60.75.751	Universal Stacking Kit Gas
I	60.75.755	Universal Stacking Kit Electric

Mobile kit – Half-Size

Kit with height-adjustable rollers. Surface height with 6-half size (38 7/8" (989 mm)) or 10-half size (49 1/8" (1,249 mm)) Height adjustment by up to 3/4 in (20 mm); three settings.

60.31.622	Sizes 6-half size, 10-half size, dimensions W D H: 37 2/7 25 3 1/8 in (948 634 80 mm)
-----------	--

Stand I – Half-Size

Open on all sides. Surface height with 6-half size (43 1/2" (1,104 mm)) or 10-half size (53 5/8" (1,364 mm))

60.31.200	Standard, dimensions W D H: 33 7/8 27 7 7/8 in (860 685 200 mm)
60.31.201	With height-adjustable casters, dimensions W D H: 34 3/4 30 7 7/8 in (884 763 200 mm)
60.31.202	With anchoring (MarineLine), dimensions W D H: 34 7/8 28 7 7/8 in (885 710 200 mm)

Full-Size

H	60.75.752	Universal Stacking Kit Gas
J	60.75.756	Universal Stacking Kit Electric

Mobile kit – Full-Size

Kit with height-adjustable rollers. Surface height with 6-full size (38 7/8" (989 mm)) or 10-full size (49 1/8" (1,249 mm)) Height adjustment by up to 3/4 in (20 mm); three settings.

60.31.635	Sizes 6-full size, 10-full size dimensions W D H: 46 32 5/6 3 1/8 in (1170 834 80 mm)
-----------	--

Stand I – Full-Size

Open on all sides. Surface height with 6-full size (43 1/2" (1,104 mm)) or 10-full size (53 5/8" (1,364 mm))

60.31.203	Standard, dimensions W D H: 42 5/8 34 7/8 7 7/8 in (1082 885 200 mm)
60.31.204	With height-adjustable casters, dimensions W D H: 43 1/2 37 7/8 7 7/8 in (1106 963 200 mm)
60.31.205	With anchoring (MarineLine), dimensions W D H: 43 5/8 35 7/8 7 7/8 in (1107 910 200 mm)

❶ iCombi Pro 6-half size, electric ❷ iCombi Pro 6-full size, gas



Installation Information Form.

To ensure maximum customer satisfaction and proper future service support.
Dealer is responsible for completing this form.

Submit this form with every PO.

Project Name (required)	Phone Number Project Location (required)
Street Address (required)	City/State/Zip Code (required)
Location Contact Name (required)	Phone Number Location Contact (required)
Location Contact Email (required)	RATIONAL PO Number

Please select one of the options below.

This PO includes a Pre-Installation Site Consultation and/or RATIONAL Certified Installation(RCI). Commissioning is included with RCI. Commissioning that can not be completed at the time of installation can incur additional costs.

This PO includes Commissioning. RSP information will be emailed to Signee & Location Contact. They are responsible to contact RSP to schedule the Commissioning visit after the installation is completed. Commissioning that can not be completed due to improper installations can incur additional costs

Installation and/or Commissioning will be purchased directly from a RATIONAL Service Partner.

Installation and/or Commissioning by a RATIONAL Service Partner is **declined**. An Installation Manual is delivered with every RATIONAL unit. RATIONAL will not warranty service calls related to improper installation. All gas units must be calibrated via a flue gas analysis.

List your preferred RATIONAL Service Provider, or RATIONAL will select an RSP based on location.

New Construction	Approximate Pre-Installation Site Consultation Date (If Purchased):
Replacement	Approximate Installation Date:

Dealer:	Contact at Dealer:
Phone Number:	Email:
Signature:	Date:

The ship date will be the date indicated on the sales confirmation. This date may be subject to change.

1701 Golf Road Suite C-120, Commerce Rolling Meadows, IL 60008
Phone (224) 366-3500 Fax (847) 755-9583



Installation Kit

Article no. 8720.1560US

The RATIONAL Installation Kit ensures that the installer has all the essential connection materials on hand at the time of install. Not all parts are used in every installation.

Gas RATIONAL Combi Oven 6-half size G (120v/60/1ph) or (208v/60/1ph)
 Gas RATIONAL Combi Oven 10-half size G (120v/60/1ph) or (208v/60/1ph)
 Gas RATIONAL Combi Oven 6-full size (208-240v/60/1ph)

The Installation Kit for the above models includes:

1	ea	Gas Connector Hose, 3/4" NPT connection, 48" long, stainless steel braid with Plastic coat exterior, brass push to connect quick disconnect coupling, for castered equipment with cable strain relief
1	ea	90 degree black iron elbows, 3/4" NPT
2	ea	90 degree black iron street elbows, 1" NPT
1	ea	18" long × 3/4" NPT black iron pipe
1	ea	10" long × 3/4" NPT black iron pipe
1	ea	8" long × 3/4" NPT black iron pipe
1	ea	Close nipple 3/4" NPT black iron pipe
2	ea	45 degree black iron elbows, 3/4" NPT
2	ea	2" Minnies
1	ea	3/4" minnies
2	ea	3/4" Water Connector Hose, 5/8" ID, 3/4" female hose thread both ends, 60" long rubber coated, NSF approved
1	ea	Male union 3/4" × 3/4" MHT
2	ea	90 deg Fresh water elbow
8	feet	2" copper pipe (two 4' pieces)
2	ea	2" copper pipe 90 degree elbow
1	ea	2" copper pipe T fitting
2	ea	2" copper pipe 45 degree elbow
1	ea	2" copper pipe 90 degree elbow female to male
1	ea	2" copper pipe 90 degree long sweep
1	ea	2" copper pipe coupling
1	ea	Receptacle NEMA 6-15R 15A-250V
1	ea	NEMA 6-15R cover plate single junction box
1	ea	NEMA 6-15P
1	ea	NEMA 5-15P

Please note that installation kits are non-discountable.

Water Filtration Products.

R195-CLX



R195-CLX

RATIONAL Water Filtration Products Model R195-CLX single cartridge water filtration system helps provide consistent high quality water for your RATIONAL combi by reducing the effects of sediment, chloramines, chlorine, taste & odor while providing the required flow rates for any single Combi model or Combi-Duo models 6-half size/6-half size or 6-half size/10-half size or XS/XS.

Product Benefits

- › Carbon block technology effectively reduces chloramines, chlorine, taste, and odor for better equipment protection.
- › NSF Standard 42 and FDA CFR-21 compliant materials.
- › Sanitary Quick Change (SQC) encapsulated cartridge design allows for fast and easy cartridge change-outs with ¼" turn.
- › ½" FNPT horizontal inlet and outlet ports allow direct or easily adaptable connections to existing plumbing lines.

Model Number	Article No.	Reduction Claims	Nominal Micron Rating	Capacity	Replacement Cartridge	Service Flow Rate
R195-CLX	1900.1159US	Chlorine, Taste and Odor Chloramines	5.0 ¹	54,000 gallons (204,412 liters)	R95-CLX 1900.1155US	5 gpm (18.92 lpm) 1.5 gpm (5.68 lpm)

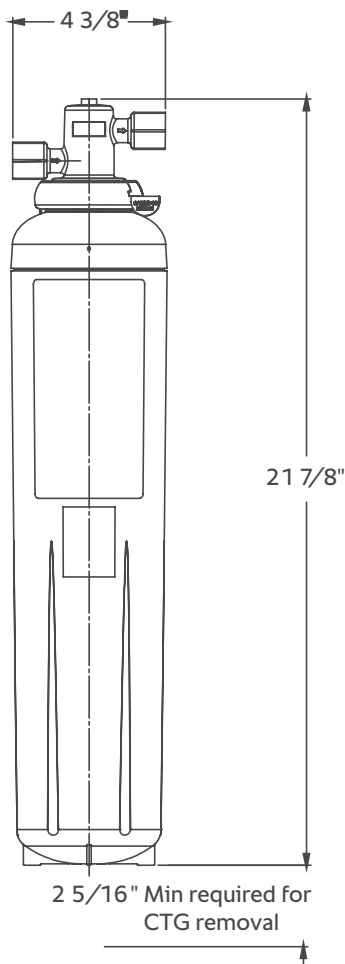
¹ NSF Certified for Particulate Reduction



Visit www.nsf.org for the claims associated with products that are NSF listed.

Water Filtration Products.

R195-CLX



Application Guide

- › Any single RATIONAL combi
- › XS/XS Combi-Duo
- › 6-half size/6-half size Combi-Duo
- › 6-half size/10-half size Combi-Duo

Important: Installation Tips

These installation tips are for informational purposes only and are not intended to be used as actual installation instructions. Caution: To reduce the risk associated with property damage due to water leakage:

- › Read and follow Use Instructions before installation and use of this system.
- › Installation and use must comply with all state and local plumbing codes.
- › Protect from freezing, remove filter cartridge when temperatures are expected to drop below 40°F (4.4°C).
- › Do not install on hot water supply lines. The maximum operating water temperature of this filter system is 100°F (37.8°C).
- › Water pressure range- minimum 25 to maximum 80 psi (172-552 kPa). If your water pressure exceeds 80 psi (552 kPa), you must install a pressure limiting valve. Contact a plumbing professional if you are uncertain how to check your water pressure.
- › Do not install where water hammer conditions may occur. If water hammer conditions exist you must install a water hammer arrester. Contact a plumbing professional if you are uncertain how to check for this condition.
- › The disposable filter cartridge must be replaced every 12 months, at the rated capacity or sooner if a noticeable reduction in flow rate occurs.

Warning

To reduce the risk associated with the ingestion of contaminants:
Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfection before or after the system.

RATIONAL recommends regularly scheduled maintenance and replacement of the filter cartridge(s) in order for the product to perform as advertised/sold. RATIONAL shall not be liable for system failures due to improper maintenance.

RATIONAL USA

1701 Golf Road
Suite C-120, Commerce
Rolling Meadows, IL 60008

Tel. 888-320-7274 (Toll Free)
Fax 847-755-9583

info@rational-online.us
rationalusa.com

Limited Warranty

RATIONAL warrants this Product will be free from defects in material and manufacture for five (5) years from the date of purchase: The filter cartridge or filter membrane is warranted to be free from defects in material and manufacture for one (1) year. This warranty does not cover failures resulting from abuse, misuse, alteration or damage not caused by RATIONAL Water Filters or failure to follow installation and use instructions. No warranty is given as to the service life of any filter cartridge or membrane as it will vary with local water conditions and water consumption. RATIONAL MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING, CUSTOMER OR USAGE OF TRADE. If the Product fails to satisfy this Limited Warranty during the warranty period, RATIONAL will replace the Product or refund your Product purchase price. This warranty does not cover labor. The remedy stated in this paragraph is Customer's sole remedy and RATIONAL exclusive obligation. For additional information, see the entire Limited Warranty located in the product Installation and Operating Instruction Manual.

Limitation of Liability. RATIONAL will not be liable for any loss or damage arising from this RATIONAL product, whether direct, indirect, special, incidental, or consequential, regardless of the legal theory asserted, including warranty, contract, negligence or strict liability. Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Engineering Specification

Job Name _____
 Job Location _____
 Engineer _____
 Approval _____

Contractor _____
 Approval _____
 Contractor's P.O. No. _____
 Representative _____
 SKU _____

SnapFast® Quick-Disconnect Assemblies

Sizes: ½" to 1¼"

SnapFast Quick-Disconnect Assemblies feature flexible movement and the one-handed quick-disconnect fitting with a unique thermal shut-off design that automatically shuts off the gas when the internal temperature exceeds 350°F (177°C).

Features

SnapFast® One-Handed Quick-Disconnect

Quick-Disconnect Brass body, aluminum collar
 Thermal Shut-off Shuts off gas when internal temperatures exceed 350°F (177°C)

Additional Components

Restraining Device PVC coated, steel multi-strand cable and mounting hardware
 Valve Full port, brass body
 Elbow Malleable iron
 *Deluxe Kits Include The Dormont Blue Hose, valve, restraining device, elbows, SnapFast, display box

Specifications

The Dormont Blue Hose®

Tubing Annealed, 304 stainless steel
 Braiding Multi-strand, stainless steel wire
 Coating Blue antimicrobial PVC, melts at 350°F (177°C); coating will not hold a flame
 End Fittings Carbon steel; zinc trivalent chromate
 Stress Guard® 360° rotational end fitting at both ends

Safety System™

The Dormont Safety System™ is the first and only complete gas equipment connection system specifically engineered for the commercial kitchen. The Safety System consists of the famous Dormont Blue Hose and a variety of accessories designed for improved safety and performance in commercial kitchens. Because

they are manufactured in the USA under an ISO qualified production process and to multiple design certifications, you can Connect with Confidence with the Dormont Safety System.

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

Dormont product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Dormont Technical Service. Dormont reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Dormont products previously or subsequently sold. Refer to the owner's manual for warranty information.



Dormont®
 A WATTS Brand

Approvals & Certifications



NSF/ANSI 169 – Special-purpose food equipment and devices

ANSI Z21.69 / CSA 6.16 – Connectors for moveable gas appliances

ANSI Z21.41 / CSA 6.9 – Quick-disconnect devices for use with gas fuel appliances

ANSI Z21.15 / CSA 9.1 – Manually operated gas valves for appliances, appliance connectors

Meets requirements of ANSI Z223.1 / NFPA 54 National Fuel Gas Code

Not for use in temperatures less than 32°F (0°C). For indoor use only.

Max operating pressure 1/2 psi.

Refer to the catalog for additional approvals and certifications or go to www.dormont.com.

A restraining device is required for all moveable gas equipment.

SnapFast® Quick-Disconnect Deluxe Kit Assembly

Ordering Information

CONFIGURATION	SIZE I.D.	24" (607MM)	36" (914MM)	48" (1,219MM)	60" (1,524MM)	72" (1,829MM)
Deluxe Kit*	½"	1650KIT24	1650KIT36	1650KIT48	1650KIT60	1650KIT72
Basic Kit**		1650BPQR24	1650BPQR36	1650BPQR48	1650BPQR60	1650BPQR72
Hose Assembly***		1650BPQ24	1650BPQ36	1650BPQ48	1650BPQ60	1650BPQ72
Deluxe Kit*	¾"	1675KIT24	1675KIT36	1675KIT48	1675KIT60	1675KIT72
Basic Kit**		1675BPQR24	1675BPQR36	1675BPQR48	1675BPQR60	1675BPQR72
Hose Assembly***		1675BPQ24	1675BPQ36	1675BPQ48	1675BPQ60	1675BPQ72
Deluxe Kit*	1"	16100KIT24	16100KIT36	16100KIT48	16100KIT60	16100KIT72
Basic Kit**		16100BPQR24	16100BPQR36	16100BPQR48	16100BPQR60	16100BPQR72
Hose Assembly***		16100BPQ24	16100BPQ36	16100BPQ48	16100BPQ60	16100BPQ72
Deluxe Kit*	1¼"	16125KIT24	16125KIT36	16125KIT48	16125KIT60	16125KIT72
Basic Kit**		16125BPQR24	16125BPQR36	16125BPQR48	16125BPQR60	16125BPQR72
Hose Assembly***		16125BPQ24	16125BPQ36	16125BPQ48	16125BPQ60	16125BPQ72

BTU/hr Flow Capacity Natural Gas

(Flow rating BTU/hr 0.64 SP. GR. @ 0.5 inch WC pressure drop)

MODEL	SIZE I.D.	LENGTH				
		24" (607MM)	36" (914MM)	48" (1,219MM)	60" (1,524MM)	72" (1,829MM)
1650BPQ	½"	87,000	77,000	68,000	60,000	55,000
1675BPQ	¾"	232,000	218,000	180,000	158,000	139,000
16100BPQ	1"	414,000	379,000	334,000	294,000	279,000
16125BPQ	1¼"	699,000	615,000	541,000	476,000	419,000

* **Deluxe Kits include:** The Dormont Blue Hose and restraining device, full port valve and (2) street elbows

****Basic Kits include:** The Dormont Blue Hose and restraining device, street elbow and SnapFast

*****Hose Assemblies include:** The Dormont Blue Hose, SnapFast and street elbow

Typical Installation



Options

The Dormont Blue Hose®

The Dormont Blue Hose is a commercial, moveable-grade gas connector designed for use with moveable equipment.

Moveable equipment is defined in ANSI Standard Z21.69/CSA 6.16 as gas utilization equipment that may be mounted on casters or otherwise be subject to movement.



- One-handed quick-disconnect fitting
- Thermal shut-off when internal temperature exceeds 350°F (177°C)



Restraining Device

- ANSI Z21.69 Standard section 1.7.4 states: Connectors when used on caster-mounted equipment shall be installed with a restraining device, which prevents transmission of the strain to the connector



We guarantee our commercial gas connectors for the life of the original appliance to which it is connected.

Safety-Set®

Benefits

- Can be used with all caster-mounted equipment including cooking appliances, warming carts, salad bars, and refrigerators
- Crush Resistant
- Resistant to oils and greases
- Open-floor design allows appliance to rest level on the floor to ensure even cooking



Features

- Compatible with 4", 5", and 6" casters
- Certified to NSF/ANSI Standard 169 – Special Purpose Food Equipment & Devices
- Flexible, tough injection molded Thermoplastic Polyurethane (TPU)
- Able to withstand 1,000 PSI of crush pressure

Ordering Instructions:

The Safety-Set wheel positioning product can be ordered individually or with the Blue Hose Kit.

The Safety-Set model name is "PS" and the ordering number is 0241002.

When ordering the Safety-Set with the Blue Hose kit, simply add the letters "PS" to the end of the model number.

Dormont®
A **WATTS Brand**

USA: T: (800) 367-6668 • F: (724) 733-4808 • Dormont.com



JOB: _____

ITEM NO: _____

INSULATED HOT CABINET MODEL H-137-UA-12C

FEATURES AND BENEFITS:

- Fully insulated hot cabinet keeps prepared foods at serving temperatures.
- Powerful, yet efficient, 1500 Watt heating system maintains the right temperature to properly hold products. Heats up to 200°F. (93°C.).
- Self-contained power top allows interior of cabinet to be hosed-out during cleaning.
- Internal frame in body and doors maintains structural rigidity.
- Body constructed of non-corrosive, Hi-Tensile aluminum for strength and ease of mobility. One piece extended base protects cabinet body.
- Smooth interior coved corners prevent food particle/grease buildup.
- Safety-conscious anti-microbial handles protect against spreading germs.
- Self-closing insulated Dutch doors prevent temperature loss; magnetic door gaskets for proper seal. Field reversible for flexibility.
- Standard with right hand hinging; left hand hinging available upon request.
- Full length anti-microbial extruded door handles for "easy open"; positive catch secures door during transport.
- Recessed push/pull handles on both sides prevents damage to walls; allows easy maneuvering.
- Twelve sets of chrome plated wire universal angles accommodate a large variety of pan sizes on adjustable 1-1/2" centers.
- Heavy duty 5" swivel casters, two with brakes. Provides mobility when fully loaded.



H-137-UA-12C



ACCESSORIES and OPTIONS (Available at extra cost):

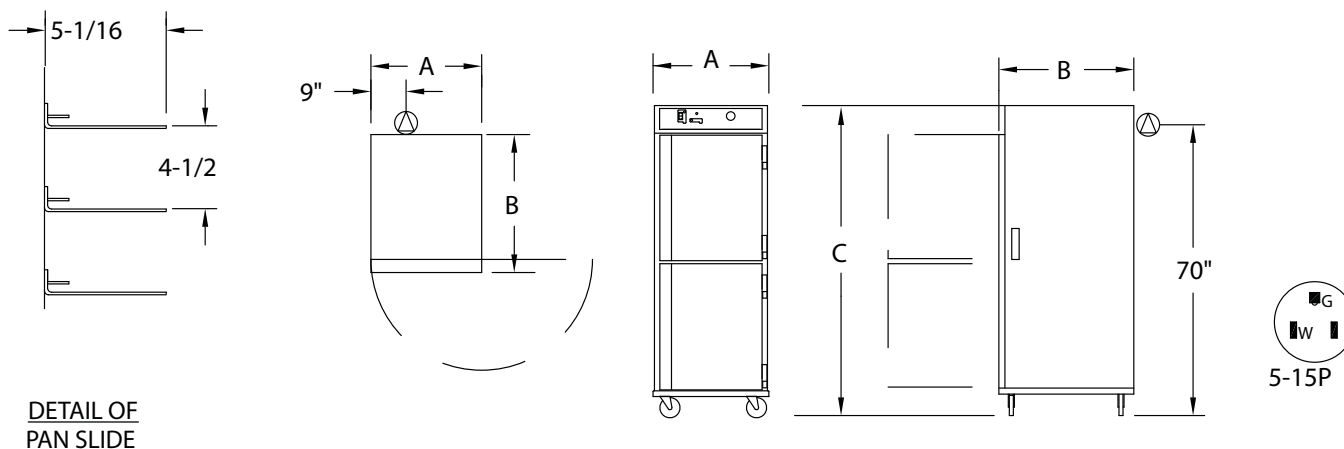
- ☐ Tempered Glass Door Windows
- ☐ Extra Universal Angles
- ☐ Change from standard chrome plated wire angles to angles designed for transporting
- ☐ Change from chrome plated wire angles to extruded aluminum or formed stainless steel angles.
- ☐ Corner Bumpers
- ☐ Perimeter Bumper
- ☐ Floor Lock (for use with 5" casters)
- ☐ Various Caster Options
- ☐ Removable Cord Set
- ☐ 208 or 240 Volt Service
- ☐ Food Safe Digital Thermometer
- ☐ Magnetic Door Latch
- ☐ Upgrade to 2000 Watt Power Unit

See page B-20 for accessory details.



5925 Heisley Road • Mentor, OH 44060-1833
Phone: 877/CRESCOR • Fax: 440/350-7267
www.crescor.com

Page B-5
Aug., 2010

H-137-UA-12C

CRES COR MODEL NO.	PAN			DIM "A"	DIM "B"	DIM "C"	INSIDE DIMENSIONS				WEIGHT ACT.
	CAP/ANGLES	SIZE		WIDTH	DEPTH	HEIGHT	WIDTH	DEPTH	HEIGHT		
H-137-UA-12C	12 SETS	SEE NOTE BELOW	IN	28-3/4	34-3/16	73	22	27-1/2	58	LBS	255
			MM	730	870	1855	560	700	1475	KG	116

NOTES: 1. Pan sizes 22" x 20" (560 x 510) Roast & Bake Pans, 10" x 20" (255 x 510) Roast & Bake Pans, 18" x 26" (460 x 660) Bun Pans, 14" x 18" (355 x 460) Service Trays, 12" x 20" (305 x 510) Steam Table Pans.

Refer to Pan Size Chart at end of section.

2. When ordering bumpers, add 2" to overall dimensions.

ALL CONSTRUCTION IS RIVETED, WELDED AND FINISHED.

CABINET:

- Body: .063 aluminum.
- Reinforcement: Internal framework of 18 ga. stainless steel.
- Insulation: Fiberglass, thermal conductivity (K factor) is .23 at 75°F. 1-1/2" in doors, top, base; 2" in sidewalls.
- Air tunnel: 22 ga. stainless steel; lift-out type, mounted on back.
- Push/pull handles (2): 5" vertical; recessed.
- Interior coved corners.

BASE:

- One piece construction, .125 aluminum.
- Casters: 5" dia., swivel, modulus tires, 1-1/4 wide, load cap.
- 250 lbs. each, temp. range -45°/+180°F. Delrin bearings. Front casters equipped with brakes.

DUTCH DOORS:

- Field reversible.
- Exterior: .063 brushed aluminum.
- Interior: 22 ga. stainless steel.
- Latches: Positive transport type with lock hasp.
- Extruded handles.
- Hinges: Self closing, stays open past 90°.
- Gaskets: Perimeter type, magnetic Santoprene.
- Pan stops.

PAN SLIDES:

- Wire angles (.306 dia.), nickel chrome plated steel, mounted on lift-off posts.
- Spaced on 4-1/2" centers; adjustable on 1-1/2" centers.

HOT UNIT COMPONENTS:

- Top mounted; removable with tools.
- Thermostat: Mechanical, room ambient to 200°F (93°C).
- Switch: ON-OFF rocker type.
- Power light.
- Power cord: Permanent, 10 ft., 14/3 ga.
- Heater: 1470 Watts.
- Blower motor.
- Vent fan.
- Thermometer: Analog

POWER REQUIREMENTS:

- 1500 Watts, 120 Volts, 60 Hz., single phase, 12 Amps., 15 Amp. service.

SHORT FORM SPECIFICATIONS

Cres Cor Insulated Hot Cabinet Model H-137-UA-12C. Inner, outer and top liners of .063 aluminum; stainless steel internal frame. (12) sets wire universal angles for multiple pan sizes, adjustable spacing every 1-1/2". Field reversible Dutch doors, outer .063 brushed aluminum, inner 22 ga. stainless steel. Fiberglass insulation in sides 2"; doors, top, base 1-1/2". Interior coved corners. Hose out cleaning capability. 1500 Watt, 120 Volt power unit. One piece base, .125 aluminum. 5" swivel modulus casters, Delrin bearings. Load capacity 250 lbs. each. 2 year parts warranty. Provide the following accessories: _____. NSF, CSA-US, CSA-C, ENERGY STAR Qualified.



5925 Heisley Road • Mentor, OH 44060-1833
Phone: 877/CRESCOR • Fax: 440/350-7267
www.crescor.com

© Crescent Metal Products, Inc. 2010 All rights reserved.

In line with its policy to continually improve its products, CRES COR reserves the right to change materials and specifications without notice.

Litho in U.S.A.

OfficeSight
48 Spencer Street
Brooklyn, NY 11205

Tel 877-453-8764

Invoice

Invoice Date	Invoice #
1/23/2025	6218015

Bill To
Four Seasons Nursing & Rehab Center 1555 Rockaway Parkway Brooklyn, NY 11236

Ship To
Four Seasons 9517 Avenue J Brooklyn, NY 11236 Raul

					P.O. No.	0123NHIS
Customer ID	S.O. No.	Sales Rep	Ship Date	Shipping Meth...	Due Date	Payment Terms
	060215911		1/23/2025		1/23/2025	
Quantity	Item Code	Description			Unit Price	Amount
20	spec	Round Cafeteria Table With X Base 60"W			869.00	17,380.00T
100	spec	Cafe Chair With Armrest PLUS DELIVERY & INSTALL			249.00	24,900.00T
1	F-payment terms	50% deposit upon order processing 20% upon scheduling installation 20% upon installation 10% upon completion			0.00	0.00T
					Subtotal \$42,280.00	
					Sales Tax (8.875%) \$3,752.35	
					Total Invoice Amount \$46,032.35	
					Payments/Credits \$0.00	
					Balance Due \$46,032.35	

New York State Department of Health Certificate of Need Application

Schedule 13A

Schedule 13 A. Assurances from Article 28 Applicants

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

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

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

Date

02/07/25

SIGNATURE REDACTED

Signature:

Jeffrey Goldstein

Name (Please Type)

Member

Title (Please type)

New York State Department of Health Certificate of Need Application

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

NOT APPLICABLE

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. 	

NOT APPLICABLE

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.

[illegible]

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

**Schedule 13
Attachment**

**Four Seasons Nursing and Rehabilitation Center
(Sunrise/Parkshore Adult Day Health Care Center)**

Depreciation Schedule (REDACTED)

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

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

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

COMMUNITY

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

FSNR SNF, LLC, doing business as Four Seasons Nursing and Rehabilitation Center (Four Seasons), is a 270-bed residential health care facility (RHCF), including 20 certified ventilator-dependent beds, located at 1555 Rockaway Parkway, Brooklyn (Kings County), New York 11236. In addition to its residential programs, Four Seasons operates two (2) Adult Day Health Care Programs (ADHCP), as follows: Lakeside/Parkshore Adult Day Health Care Center ("Lakeside", PFI 7667) – 945 East 108th Street, Brooklyn (Kings County), New York 11236 (100 registrant capacity); and Sunrise/Parkshore Adult Day Health Care Center ("Sunrise", PFI 6031) – 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236 (200 registrant capacity).

The two (2) ADHCP sites have been operating below capacity since reopening after the mandated COVID-19 pandemic closures. The average daily census (ADC) at Lakeside is 150 and the ADC at Sunrise is 225. Both facilities are approved to operate two (2) shifts daily. Four Seasons has engaged in aggressive marketing and community outreach efforts. Despite its best efforts, Four Seasons has not been able to increase ADHCP registration. Therefore, in order to be able to more efficiently pool resources and continue providing high-quality ADHCP services for its registrants, Four Seasons has made the decision to close the Lakeside ADHCP and consolidate services at Sunrise. To effectuate this consolidation, Four Seasons is submitting this Certificate of Need (C.O.N.) Application to: 1) expand the capacity at Sunrise from 200 to 250 registrants (a net reduction between the two (2) sites of 50 registrants); and 2) perform renovations at Sunrise to accommodate the additional 50 slots and maintain ADA compliance.

As noted, the combined capacity of the two (2) ADHCPs will be reduced by only 50 slots. Sunrise is located only 12 blocks away (0.7 miles and four (4) minutes by car) from Lakeside. In addition, Sunrise is only one (1) block away from Four Seasons. The applicant believes that, with so many ADHCP closures across the State, the closure of Lakeside and the pooling of resources at Sunrise represents a positive outcome for ADHCP registrants. Strengthening the financial sustainability of Four Seasons' ADHCP operations will allow all current registrants to retain access to vital care and social supports. The Four Seasons' ADHCP serves 100% Medicaid recipients (traditional and dual-eligible).

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

There is no proposed change in ADHCP services, other than the consolidation of the two (2) ADHCPs described above and the decrease in the number of slots; the ADHCP will continue to be located in Brooklyn.

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

Schedule 19A

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

Four Seasons ADHCP will continue to provide transportation, as needed, and it is expected that some registrants will be able to arrange their own transportation to the Four Seasons ADHCP. It is anticipated that the registrants will utilize the same means of transportation they have been using for years to access the ADHCP. Furthermore, Kings County has multiple methods of transportation, including local buses, subways and taxis.

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

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

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

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

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

The Four Seasons ADHCP provides services to the functionally impaired, needing preventive, diagnostic, rehabilitative or palliative services, all of whom are elderly persons residing in Kings County, who can remain independent in their own communities for as long as possible if enough appropriate health care and supportive services can be provided. ADHCPs offer cost-effective, less-restrictive, long-term care services which allow people with illnesses and disabilities to continue to live at home. Based on the recent Census Bureau data, approximately 15% of the service area population is 65 years or older, which translates to roughly 430,000 individuals. In the Applicant's service area, in the past 12 months, 13.4% of individuals were living in poverty and 10.6% of the population lives with disability. Three-quarters of individuals living in the Applicant's service area were non-white and 40% were foreign-born. Persons with self-care disabilities and independent living disabilities have difficulty with physical activities such as walking, climbing stairs, reaching, lifting or carrying. People with such limitations often have difficulty performing activities of daily living without some form of assistance and many people have more than one (1) disability. The availability of community-based services such as an ADHCP allows elderly residents to remain at home and delay, or avoid altogether, the need for long-term institutionalization in a RHCF. Given the significant amount of elderly people currently living with disabilities in Kings County, Four Seasons will focus on this group as it endeavors to fill any of its remaining available ADHCP slots upon implementation of this project.

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

Schedule 19A

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

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

CONSUMER

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

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

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

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

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

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

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

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

PROGRAM/SYSTEM

- Provide a statement of program philosophy and objectives.

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

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

Schedule 19A

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

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

- Describe registrant needs based upon the proposed registrant population.

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

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

Four Seasons will operate its existing off-site 250-slot (upon approval of this Application) ADHCP located at 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236. This location will be designed to accommodate 250 registrants, has program space of approximately 24,750 square feet and provides a double session, three (3) days per week from 8:00 am to 8:00 pm.

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

Is a Program and Service Plan attached? Yes ☐ No ☒ **This is a consolidation of two (2) existing ADHCPs to one (1) site. Four Seasons ADHCP will deploy its existing plan for programs and services to meet the needs of the registrants consistent with the requirements in 10 NYCRR Part 425 at the new site.**

Please provide the title and filename of this plan:	N/A
---	-----

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

Schedule 19A

- For facility based programs provide a description of the services to be shared between the nursing home and the adult day health care program. Explain how the nursing home will be able to provide these services without adversely affecting the provision of services to its resident population.

Upon approval of this C.O.N. Application, the 250-slot ADHCP (increased from current 200 slots) will continue to be located off-site at 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236. Four Seasons ADHCP will deploy its existing plan for programs and services to meet the needs of the registrants consistent with the requirements in 10 NYCRR Part 425 at the consolidated site.

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

This is a consolidation of two (2) existing ADHCPs to one (1) site. Please refer to the Project Narrative under the Schedule 1 Attachment for additional details. The program is fully operational and fully staffed.

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

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

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

The ADHCP will be housed in spaces designed specifically to comply with applicable codes for such programs. ADA considerations were an important element when the spaces were designed, including registrant drop-off area, reception, activities, dining and bathrooms. Multi-lingual staff is available, if needed. Kings County has multiple methods of transportation, including local buses, subways and taxis.

ENVIRONMENT – PLEASE REFER TO THE SCHEDULE 6 ATTACHMENTS

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

Is an Architectural plan attached? Yes ☒ No ☐

Please provide the title and filename of this plan:

PLEASE REFER TO THE SCHEDULE 6 ATTACHMENTS

WORKFORCE

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

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

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

The ADHCP will be housed in space designed specifically to comply with applicable codes for such programs. ADA considerations were an important element when the spaces were designed, including registrant drop-off area, reception, activities, dining and bathrooms. Multi-lingual staff is available, if needed. Kings County has multiple methods of transportation, including local buses, subways and taxis.

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

The ADHCP is currently staffed adequately. All staff will be transferred to Sunrise/Parkshore Adult Day Health Care Center.

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

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

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

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

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

The ADHCP is currently staffed adequately. All staff will be transferred to Sunrise/Parkshore Adult Day Health Care Center. There will be no impact on the workforce of other health care providers in the community.

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

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

Upon approval of this Application, Sunrise/Parkshore Adult Day Health Care Center will have 250 slots. As mentioned above, the two (2) ADHCP sites have been operating below capacity since reopening after the mandated COVID-19 pandemic closures. Both ADHCPs operate three (3) days per week and two (2) shifts per day. Currently, the average daily census (ADC) at Lakeside is 150 and the ADC at Sunrise is 225, or approximately 63% occupancy (375/600) between the two (2) sites, which is slightly over 2023 (55% occupancy). As depicted on Schedule 13D, after the consolidation of the two (2) sites, Four Seasons is conservatively forecasting 51,645 visits in Year 1 (based on 2023 data) of this project (approximately 65% occupancy) and 54,227 visits in Year 3 of this project (approximately 70% occupancy). Four Seasons' goal for the continued operation of the ADHCP is to ensure that individuals who can be retained in their home environment can do so within their own community, without having to leave the security and familiarity of faces and friends to find the necessary services and resources essential for maintaining ongoing independence.

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

The ADHCP will continue to operate three (3) days per week, 8:00 am to 8:00 pm.

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

Sunrise/Parkshore Adult Day Health Care Center will continue to operate off-site at 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236.

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

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

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

No children will be admitted to the program.

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

N/A

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

Schedule 19A

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

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

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

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

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

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

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

Job Title:		Daily staffing in FTEs
REDACTED		
		*
Other (Specify)		

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

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

**Schedule 19
Attachment**

**Four Seasons Nursing and Rehabilitation Center
(Sunrise/Parkshore Adult Day Health Care Center)**

Separate and Distinct Statement

RE: FSNR SNF, LLC, doing business as Four Seasons Nursing and Rehabilitation Center (Kings County)
Expansion of an existing ADHCP from 200 to 250 registrants, due to the closure of another ADHCP

Applicant Confirmations:

- Four Seasons Nursing and Rehabilitation Center will maintain signage to denote that the ADHCP is separate and distinct from any other entity within the same building at 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236. This will be accomplished by clearly identifying the ADHCP with its own logo and signage.
- The staffing at the ADHCP will be separate and distinct from any other entity at the location.
- Four Seasons Nursing and Rehabilitation Center confirms that the ADHCP will be located in a self-contained space in a building located at 9517 Avenue J and 95th Street, Brooklyn (Kings County), New York 11236.
- Four Seasons Nursing and Rehabilitation Center confirms that the ADHCP will be used exclusively for the purpose stated in this Application.