

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

September 4, 2013

RE: 14 Day Letter
Parkmed NYC, LLC
CON- 132011-B
(New York County)

Dear Ann:

Review of the above application has revealed the need for the additional information requested in the enclosure from the Bureau of Financial Analysis. In preparing answers to the questions, please repeat each question and then provide the answer. Please submit your response via your New York State Electronic Certificate of Need account within 14 days of the date of this letter in accordance with 10 NYCRR, 600.2.

Processing of your application by the Bureau of Financial Analysis cannot be completed until the information is received and reviewed. Also, if this project requires review by the Public Health and Health Planning Council, such review may have to be delayed if the requested information is not received promptly. Accordingly, while you have 14 days to respond, you are encouraged to submit the response at your earliest opportunity.

If you have any questions on the information being requested, please contact at 518-402-0953.

The following information is required to complete the review of the above referenced application.

Sincerely,

Mary M. Ilnicki, BFA
DOH

Pg. 2 132011

- 1.** Submit updated network or affidavit of no change for the proposed physician member of Parkmed NYC, LLC.
- 2.** Resubmit Table 13D-4 to reflect Medicaid as managed care only. Medicaid Fee-For-Service will be phased out.
- 3.** Explain why lease is stated at 7,850 square feet but states 4,944 usable square feet. Is the difference common area?

Mary M. Ilnicki

LEGEND

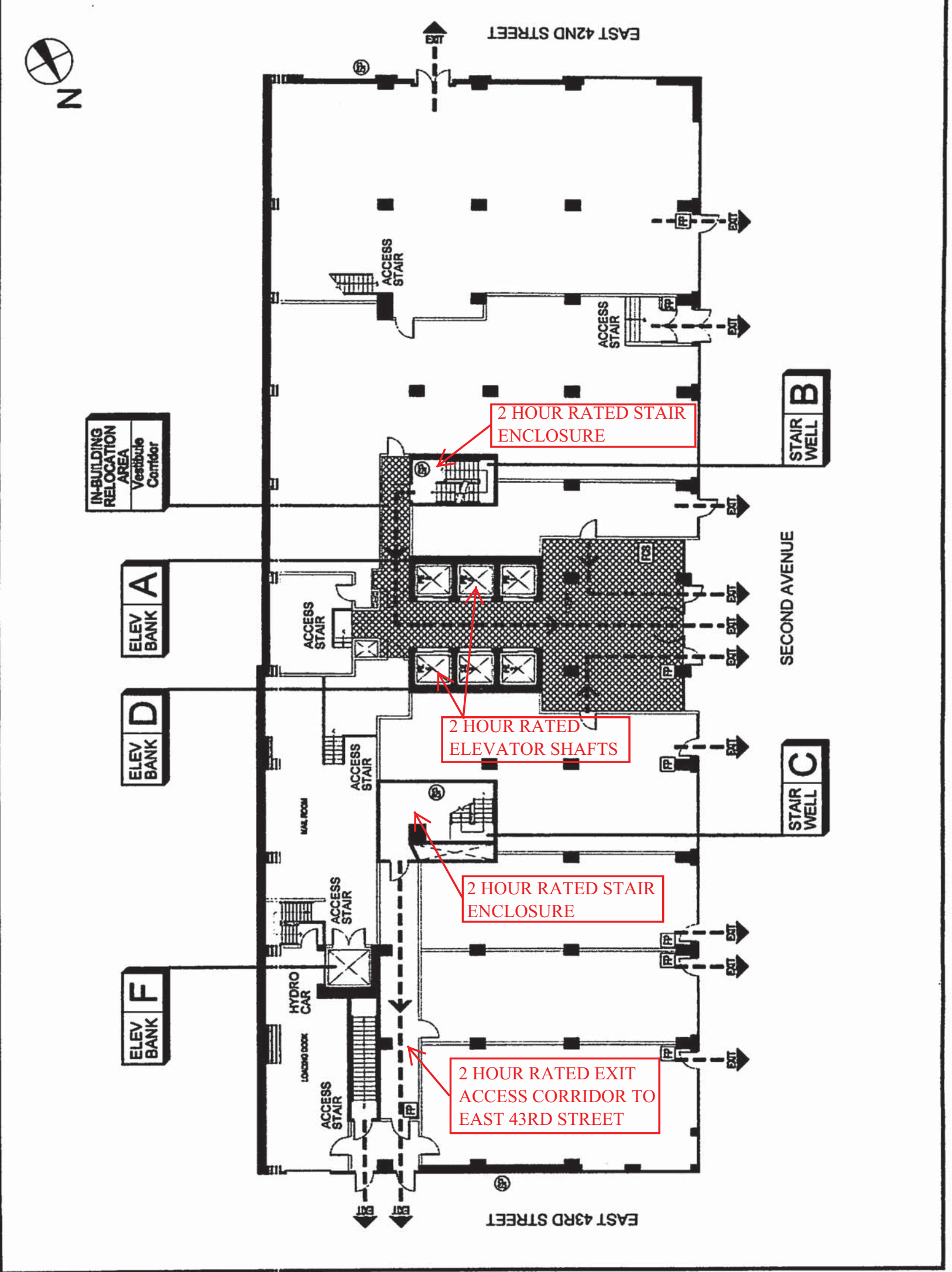
- Fire Alarm Pull Station
- Standpipe
- Hose outlet
- Fire Warden Station / Phone
- Fire Command Station (See Ground Floor)
- In-Building Relocation Area
- Exit Route

DATE: _____ REVISED: _____
 Drawn By: E.P. M.T. Checked By: C.F.
 Issue Date: 7/7/08

BUILDING ADDRESS
800 2nd Avenue
1st Floor

DRAWING TITLE
EAP - 01

DATE: 11-13-07



RDM
 THESE DRAWINGS WERE CREATED FOR EAP PLANS ONLY. DO NOT SCALE DRAWING. ENGINEERING CONDITIONS AND DIMENSIONS MAY VARY AND ARE TO BE FIELD VERIFIED.

11	TITLE SCALE
12	TITLE SCALE
13	TITLE SCALE
14	TITLE SCALE

21	TITLE SCALE
22	TITLE SCALE
23	TITLE SCALE
24	TITLE SCALE

NFPA 101 LIFE SAFETY CODE ANALYSIS		
BUILDING DATA		
NFPA 220 BUILDING CONSTRUCTION TYPE	EXISTING	
OCCUPANCY CLASSIFICATION (6.1)	BUSINESS	
CLASSIFICATION OF HAZARD CONTENTS (6.2.2)	ORDINARY	
DATA	ALLOWABLE	PROVIDED
STORIES	EXISTING	EXISTING
MEANS OF EGRESS		
DATA	F.R.R. REQUIRED	F.R.R. PROVIDED
EXIT ACCESS CORRIDOR (7.10.1) (SERVING MORE THAN 30 OCC LOAD)	1 HOUR	1 HOUR
EXIT ENCLOSURE (7.10.2)	2 HOUR	2 HOUR
EXIT PASSAGEWAY (7.2.6)	N/A	N/A
INTERIOR FINISH CLASS IN EXITS (7.1.4)	CLASS A OR B	CLASS A OR B
SMOKE PROOF ENCLOSURE (7.2.3)	NOT REQ'D	NOT PROVIDED
FIRE BARRIER (7.2.4.3)	N/A	N/A
OCCUPANT LOAD FACTOR (7.10.1.2)	100 SQ FT PERSON	
OCCUPANT LOAD (30.1.7)	5952 SQ FT @ 100 SQ FT / PERSON = 56 PERSONS	
EGRESS CAPACITY (7.10.3)		
STAIRWAYS	3 IN PERSON	
LEVEL COMPONENTS AND RAMPS	2 IN PERSON	
MIN WIDTH OF EGRESS COMPONENTS (7-2)		
DOORS (7.1.2.3)		52" MIN
MIN NUMBER OF EXITS (30.2.4)		2
TRAVEL DISTANCE LIMITATIONS (30.2.6)		
FROM ANY POINT WITHIN A ROOM TO AN EXIT (30.2.6)	200'-0" UNSPRINKLERED	
COMMON PATH OF TRAVEL (30.2.3.3)	75'-0" MAX UNSPRINKLERED	
ARRANGEMENT OF MEANS OF EGRESS (30.2.3.2)		
DEAD-END CORRIDOR (30.2.5.2)	20'-0" MAX UNSPRINKLERED	
FEATURES OF FIRE PROTECTION		
DATA	F.R.R. REQUIRED	F.R.R. PROVIDED
VERTICAL OPENING PROTECTION (50.5.1) & (5.2.5)		
STAIRWAYS	2 HR	2 HR
PROTECTION FROM HAZARDS (50.5.2)		
GENERAL STORAGE ROOMS	1 HOUR RATED PARTITIONS & DOOR W/ CLOSER	1 HOUR RATED PARTITIONS & DOOR W/ CLOSER
BOILER OR FURNACE ROOMS	N/A	N/A
MEDICAL GAS STORAGE SUPPLIES	1 HOUR	1 HOUR
INTERIOR FINISHES (50.5.3)		
HALL & CEILING FINISHES IN EXITS	CLASS A OR B	CLASS A OR B
HALLS & CEILING AT OFFICE SPACES	CLASS A, B, OR C	CLASS A, B, OR C
FLOOR FINISH IN EXITS	CLASS I OR II	CLASS I OR II
SMOKE DETECTION SYSTEM (4-6)		
THROUGHOUT	REQUIRED	PROVIDED
LIMITED	-	-
PORTABLE FIRE EXTINGUISHERS (30.3.5)	REQUIRED	PROVIDED
FIRE ALARM SYSTEM (4-6 & 30.3.4)	REQUIRED	PROVIDED

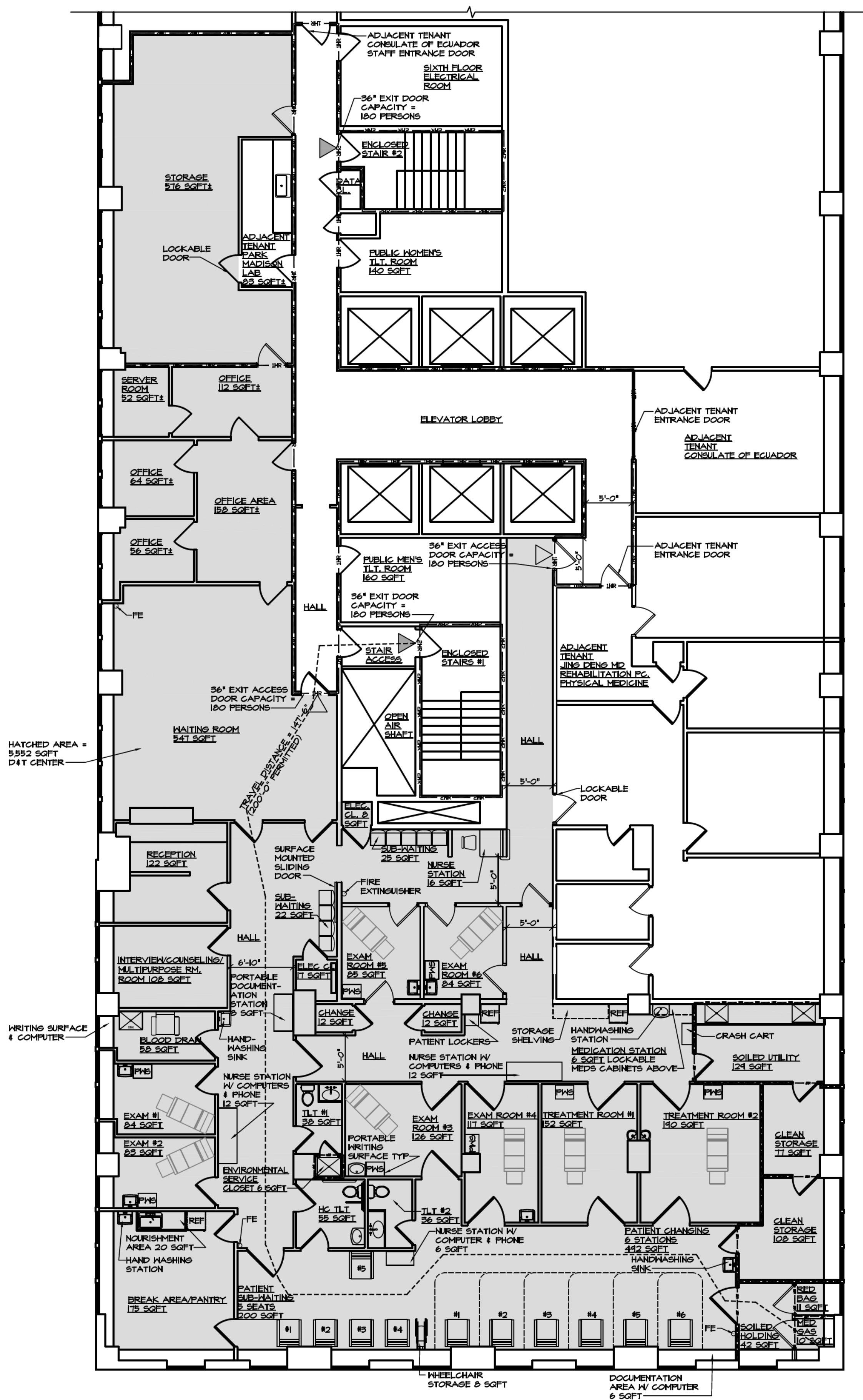
NOTES:

- F.R.R. = FIRE RESISTANCE RATINGS.
- THIS CHART IS SET UP BASED ON THE GENERAL REQUIREMENTS OF CHAPTERS 1 THROUGH 4 OF THE NFPA 101 LIFE SAFETY CODE, 2000 EDITION AND CHAPTER 50 NEW BUSINESS OCCUPANCIES.
- THE EXISTING BUILDING IS UNSPRINKLERED.

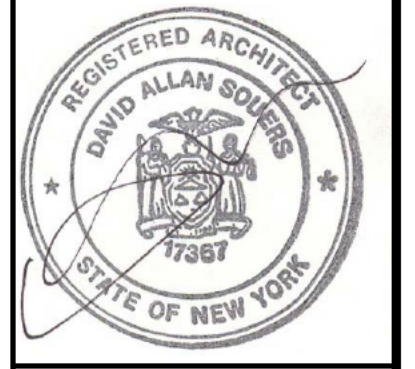
33 NFPA 101 LIFE SAFETY CODE ANALYSIS NOT TO SCALE

LIFE SAFETY LEGEND	
-----	1 HR. FIRE RATED HALL
▽	EXIT
▽	EXIT ACCESS
-----	TRAVEL DISTANCE
○ FE	FIRE EXTINGUISHER

34 LIFE SAFETY LEGEND NOT TO SCALE

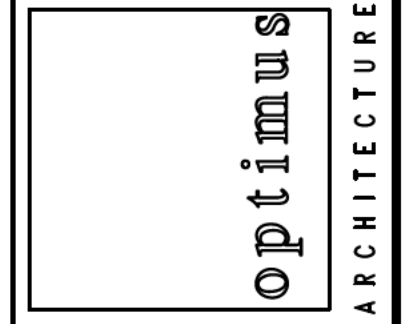


44 PARKMED D&T CENTER, CON PLAN, SIXTH FLOOR 1/8"=1'-0"



© 2015 OPTIMUS ARCHITECTURE

187 E. Market Street
Suite 180
Rhinebeck NY 12572
845 876 8202 phone
845 876 8112 fax



SCALE	DATE	DRAWN BY	CHECKED BY
AS NOTED	06/04/13	DG	DAS
#	DATE	REVISIONS	
1	10/14/13	REVISED PER DOH COMMENTS	

PROJECT #1106
PROJECT
PARKMED, D&T CENTER
800 SECOND AVENUE
SIXTH FLOOR
NEW YORK, NEW YORK 10017
DRAWING TITLE
CON FLOOR PLAN

DRAWING NUMBER

CON-1



Parkmed NYC
Diagnostic & Treatment Center

		Qty	Length	Width	Typ SF	Total SF	Notes
Reception	Waiting	1	26	21		547	
	Public Womens Toilet Room	1	8	18		140	
	Public Mens Toliet Room	1	9	18		160	
	Reception	1	11	11		122	
	Sub-Waiting	1	10	20		200	
	Sub-Waiting	1	3	8		25	
	Sub-Waiting	1	3	7		22	
Clinical Areas	Exam Rooms	4	8	11	84	336	Provide a min clear floor area of 80 sqft, permit a minimum clear dimension of 2'-8" at each side and at the foot of the exam table, provide handwashing station and documentation space.
	Exam Rooms	2	10	12	120	243	Provide a min clear floor area of 80 sqft, permit a minimum clear dimension of 2'-8" at each side and at the foot of the exam table, provide handwashing station and documentation space.
	Treatment Rooms	2	15	12	170	340	Provide a min clear floor area of 120 sqft, permit a minimum clear dimension of 3'-0" at each side and at the foot of the table, provide handwashing station and documentation space.
	Blood Draw	1	6	10		58	Provide handwashing station and documentation space.
	Interview/ Counseling/ Multipurpose room	1	9	12		108	
	Changing Rooms	2	3	4	12	24	
	Patient Changing 6 Stations	1	17	29		492	
	Nurse Station	1	3	5		16	
	Nurse Station	2	3	4	12	24	
	Nurse Station	1	2	3		6	
	Nourishment Area	1	2	10		20	
	Documentation Area	1	2	3		6	
	Soiled Utility	1	8	16		129	
	Soiled Holding	1	7	8		54	
	Clean Storage	2	9	10	88	177	
	Med Gas Closet	1	2	3		7	
	Red Bag Waste	1	3	4		11	
	Patient Toilet Rooms	2	5	8	37	74	
	HC Toilet Room	1	7	8		55	
	Wheelchair Storage	1	2	4		8	
Staff Areas	Break Area/ Pantry	1	12	15		175	
	Office	1	7	8		56	
	Office	1	8	8		64	
	Office	1	8	14		112	
	Office Area	1	15	11		158	
	Environmental Service	1	2	3		6	
	Server Room	1	8	7		52	
	Storage	1	35	16		576	
	Electrical Closet	1	5	3		17	
	Electrical Closet	1	2	4		8	
Total Net Area						4,628	nsf
Circulation, Walls, etc						924	usf
Total						5,552	sq ft



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

June 15, 2016

Ms. Ann M Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: 132011-B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic and
treatment center to be located at 800 Second
Avenue, New York
Total Project Cost: \$482,646

Dear Ms. Gormley:

The following modification to the above referenced project has been approved:

- Remove diagnostic radiology service from the CON

If you have additional questions or need further assistance, please contact the Bureau of Project Management at (518) 402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237.

Sincerely,

Charles P. Abel
Deputy Director
Center for Health Care Facility Planning,
Licensure and Finance

Mod # 91231

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

July 16, 2013

Ms. Ann M. Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: 132011 B
Parkmed NYC, LLC
(New York County)
Establish and construct a freestanding
ambulatory surgery center

Dear Ms. Gormley:

The above referenced CON application, for which you have been designated the contact person, has been distributed to all reviewing units and, if operating, your local health systems agency for processing in accordance with 10 NYCRR 710. Please refer to the enclosed Important Notice for further information with respect to this process.

The mandatory review of your project for the criteria of public need, financial feasibility, and character and competence as required by the Public Health Law may determine that the proposal is unapprovable. Therefore, prior to entering into any contractual commitments or commencing construction, the final determination of the Director of the OHSM and the Public Health and Health Planning Council must be obtained.

Sincerely,



for Barbara DelCogliano
Director
Bureau of Project Management

Enclosure
BD/ALD/nm

IMPORTANT NOTICE

TO: Applicants

FROM: Bureau of Project Management

SUBJECT: Additional Information Concerning the Processing of Your
CON Application

All correspondence from the Department of Health (DOH) will be directed to the contact person identified in this application. Should the contact person change during processing, written notification should be made to the Bureau of Project Management. Please identify all subsequent submissions (correspondence, plans, additional information, etc.) with the assigned project number.

You may receive requests for additional information from DOH. Please respond within the time frame noted to assure that further processing is not delayed. You may also voluntarily submit any additional information which you believe might facilitate the review of your proposal, unless specific deadlines have otherwise been established. If timely, the submission of additional information will not result in a disruption of the processing of the application unless such information represents a substantial change in the proposal, thereby revising the project. If your application is required to be presented at the Public Health and Health Planning Council, the transmission of additional information must be received sufficiently in advance of the application's presentation to enable distribution and review, since it is the desire of DOH not to defer action on applications that are scheduled for council meetings.

Questions or comments with respect to this application should be addressed to the Bureau of Project Management at (518) 402-0911.

NEW YORK
state department of
HEALTH

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

Sue Kelly
Executive Deputy Commissioner

June 10, 2014

Ms. Ann M. Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: 132011 - B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic
and treatment center to be located at
800 Second Avenue, New York
Total Project Cost: \$482,646

Dear Ms. Gormley:

The Department of Health has reviewed the documentation addressing the contingencies that were related to the proposed approval of the above project. As of this date, all contingencies on this project have been satisfied.

Upon completion of all drawing review submission(s) required by the Bureau of Architectural and Engineering Facility Planning as described in your CON approval letter, you may begin construction. At the time that construction begins, please complete the enclosed form and return it to the Bureau of Project Management.

It is understood that the commencement of construction is your acknowledgment that project costs do not exceed approved project costs as indicated above. Additional costs will not be eligible for reimbursement without the prior approval of the Department.

Per 710.9 you must notify the appropriate Regional Office at least two months in advance of the anticipated completion of construction date, so that the pre-opening survey can be scheduled. Failure to provide such notice may result in delays affecting both the pre-opening survey and authorization by the Department to commence occupancy and/or operations.

If you have any questions regarding this letter, please contact the Bureau of Project Management at 518-402-0911, New York State Department of Health, Division of Health Facility Planning, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237.

Sincerely,



Charles P. Abel
Acting Director
Center for Health Care Facility Planning,
Licensure and Finance

Enclosure

CONSTRUCTION START CONFIRMATION

Please complete the following information and return this form to:

Bureau of Project Management
New York State Department of Health
ESP - Corning Tower - Room 1842
Albany, New York 12237

CON Project Number: _____ County: _____

Facility
Name: _____

Project
Description: _____

Construction Start Date: _____

Percent Complete to Date (if any): _____ %

Anticipated Completion Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

November 12, 2013

Ann Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

RE: 132011-B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic and treatment center to
be located at 800 Second Avenue, New York

Dear Ms. Gormley:

Please be advised that the above captioned application has been scheduled for review by the Establishment/Project Review Committee of the Public Health and Health Planning Council on Thursday, November 21, 2013, Committee meetings begin at 10:15 a.m. (Please check meeting schedule on website) at The Century House, 997 New Loudon Road (Route 9) Main Ball Room, Latham. A copy of the exhibit, to be reviewed at the meeting, and the meeting schedule, can be found at www.health.state.ny.us/facilities/public_health_and_health_planning_council/.

Subsequently, the application will be considered by the Public Health and Health Planning Council on Thursday, December 12, 2013, at 10:15 a.m., located at the Century House, 997 New Loudon Road (Route 9), Main Ball Room, Latham.

The above stated meetings can be accessed via webcast through the following internet address:
www.health.state.ny.us/events/webcasts

Sincerely,



Colleen M. Frost
Executive Secretary
Public Health and Health Planning Council

HEALTH.NY.GOV
facebook.com/NYSDOH
twitter.com/HealthNYGov

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 30, 2013

Ann M. Gormley
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

RE: 132011-B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic and treatment
center to be located at 800 Second Avenue,
New York
(\$482,646)

Dear Ms. Gormley:

The Public Health and Health Planning Council, at its meeting on December 12, 2013, and the Department of Health propose to approve the above application in accordance with 10 NYCRR Parts 600 and 710. Approval of this application is subject to the enclosed contingencies first being satisfied. Also enclosed, are confirmations of the approved capacity and a list of proposed services, if appropriate.

In addition to contingencies, the proposed approval includes the enclosed conditions. You are expected to comply with these conditions throughout the operation of this project, including any and all conditions pertaining to specified timeframes.

A certified check in the amount of \$ 2,629 and three (3) copies of documentation that addresses these contingencies must be sent, within sixty (60) days of receipt of this letter, to

Barbara DelCogliano, Director
Bureau of Project Management
Division of Health Facility Planning
Office of Health Systems Management
NYS Department of Health
Empire State Plaza
Corning Tower, Room 1842
Albany, New York 12237
(518) 402-0911

HEALTH.NY.GOV
facebook.com/NYSDOH
twitter.com/HealthNYGov

Failure to meet the 60-day deadline could result in this project being deemed abandoned as set forth in 10 NYCRR sections 600.4 and 710.10(c)(1).

Pursuant to the provisions of 10 NYCRR Parts 86 and 710, you may not begin the construction or operation of any aspect of this project, or receive reimbursement for any associated costs, unless all required written approvals are obtained. Before beginning any aspect of this project, you must complete the following steps:

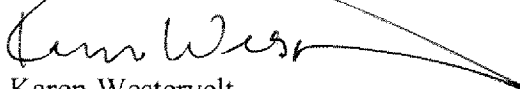
- submit written materials to satisfy the enclosed contingencies and receive written approval from the Division of Health Facility Planning and the Public Health and Health Planning Council, indicating the satisfaction of all contingencies;
- If the subject facility is currently in operation, you must develop a plan to ensure the health and safety of all patients and staff during construction. This plan must comply with all applicable sections of the National Fire Protection Association (NFPA) 101 Life Safety Code (2000 Edition) and all applicable sections of the State Hospital Code during construction. The plan may require you to separate residents, patients, staff and essential support services from the construction site and/or provide them with an alternative means of egress. Please have the plan available to regional office staff at the time of their on-site visit.

You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct them. Additional costs incurred to address any violations will not be eligible for reimbursement without prior approval by the Department. Also, in accordance with 10 NYCRR section 710.5, any change in the scope of this project must receive prior approval from the Department and may require a new or amended application.

This letter should not be construed as approval to file, with the Secretary of State, a certificate of incorporation, a certificate of amendment to a certificate of incorporation, a restated certificate of incorporation, an application for authority, articles of organization or any amendments thereto, or any other legal documents. A separate Public Health and Health Planning Council approval letter will be issued, as necessary, for the filing of documents with the Secretary of State after all contingencies are satisfied.

If you have any questions concerning this letter, please contact the Bureau of Project Management at (518) 402-0911.

Sincerely,



Karen Westervelt
Deputy Commissioner
Offices of Primary Care and Health
Systems Management

RESOLUTION

RESOLVED, that the Public Health and Health Planning Council, pursuant to the provisions of Section 2801-a of the Public Health Law, on this 12th day of December, 2013, having considered any advice offered by the Regional Health Systems Agency, the staff of the New York State Department of Health, and the Establishment and Project Review Committee of this Council and after due deliberation, hereby proposes to approve the following application to establish and construct a diagnostic and treatment center, and with the contingencies, if any, as set forth below and providing that each applicant fulfills the contingencies and conditions, if any, specified with reference to the application, and be it further

RESOLVED, that upon fulfillment by the applicant of the conditions and contingencies specified for the application in a manner satisfactory to the Public Health and Health Planning Council and the New York State Department of Health, the Secretary of the Council is hereby authorized to issue the approval of the Council of the application, and be it further

RESOLVED, that any approval of this application is not to be construed as in any manner releasing or relieving any transferor (of any interest in the facility that is the subject of the application) of responsibility and liability for any Medicaid (Medicaid Assistance Program -- Title XIX of the Social Security Act) or other State fund overpayments made to the facility covering the period during which any such transferor was an operator of the facility, regardless of whether the applicant or any other entity or individual is also responsible and liable for such overpayments, and the State of New York shall continue to hold any such transferor responsible and liable for any such overpayments, and be it further

RESOLVED, that upon the failure, neglect or refusal of the applicant to submit documentation or information in order to satisfy a contingency specified with reference to the application, within the stated time frame, the application will be deemed abandoned or withdrawn by the applicant without the need for further action by the Council, and be it further

RESOLVED, that upon submission of documentation or information to satisfy a contingency specified with reference to the application, within the stated time frame, which documentation or information is not deemed sufficient by Department of Health staff, to satisfy the contingency, the application shall be returned to the Council for whatever action the Council deems appropriate.

NUMBER:

FACILITY/APPLICANT:

132011 B

Parkmed NYC, LLC

APPROVAL CONTINGENT UPON:

1. Submission of a check for the amount enumerated in the approval letter, payable to the New York State Department of Health. Public Health Law Section 2802.7 states that all construction applications requiring review by the Public Health and Health Planning Council shall pay an additional fee of fifty-five hundredths of one percent of the total capital value of the project, exclusive of CON fees. [PMU]
2. Submission of an executed transfer and affiliation agreement, acceptable to the Department, with a local acute care hospital. [HSP]
3. Submission of an executed building lease that is acceptable to the Department of Health. [BFA, CSL]
4. Submission of Articles of Organization acceptable to the Department. [CSL]
5. The submission of State Hospital Code (SHC) Drawings, acceptable to the Department, as described in BAEFP Drawing Submission Guidelines DSG-01. [AER]

APPROVAL CONDITIONAL UPON:

1. The project must be completed within two years from the Public Health and Health Planning Council recommendation letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the application by the applicant and an expiration of the approval. [PMU]
2. The staff of the facility must be separate and distinct from staff of other entities. [HSP]
3. The signage must clearly denote the facility is separate and distinct from other adjacent entities. [HSP]
4. The entrance to the facility must not disrupt any other entity's clinical program space. [HSP]
5. The clinical space must be used exclusively for the approved purpose. [HSP]
6. The submission of Final Construction Documents, signed and sealed by the project architect, as described in BAEFP Drawing Submission Guidelines DSG-01, prior to the applicant's start of construction. [AER]
7. The applicant shall complete construction by September 30, 2014 with 10 NYCRR Part 710.2(b)(5) and 710.10(a), if construction is not completed on or before that date, this may constitute abandonment of the approval and this approval shall be deemed cancelled, withdrawn and annulled without further action by the Commissioner. [AER]

Documentation submitted to satisfy the above-referenced contingencies (4 copies) should be submitted within sixty (60) days to:

Barbara DelCogliano
Director
Bureau of Project Management
NYS Department of Health
Empire State Plaza
Corning Tower, Room 1842
Albany, New York 12237

Created By: A&E Self-Certification on 11/13/2013

Correspondence Type: Other

Recipient: Project Management

Correspondence Visible To: All


Message:

State Environmental Quality Review (SEQR) Unlisted Action - Negative Declaration issued.





Attachments:



CON 132011 - Parkmed NYC LLC - SEQR Negative Declaration.pdf **


Waiting for Information





Created By: Robert Lis , Architectural and Engineering Review **on** 09/24/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All
Message:
Please see attached letter.
Attachments:
132011_RFI.pdf **

Created By: Robert Lis , Architectural and Engineering Review **on** 10/08/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All
Message:
Please respond to RFI Letter originally sent on 9/23/2013.
Attachments:

Created By: Applicant **on** 10/16/2013
Correspondence Type: Request for Additional Information
Recipient: Architectural and Engineering Review
Correspondence Visible To: All
Message:
Robert-Attached is updated architectural narrative, certification, space plan and floor plans to address the issues you raised. Additionally, a full size floor plan is being sent to your attention to Project Management. Please let me know if any further information is required. Thank you for your assistance, Ann
Attachments:
ARCHITECTURAL CERTIFICATION UPDATED 101613.PDF **
1106_Parkmed_CON_Plan_Revised_101413_24x36.pdf **
Parkmed_NYC_Architectural_Narrative_101413.pdf **
1106_Parkmed_NYC_Program_100913.pdf **

Created By: Applicant **on** 10/16/2013
Correspondence Type: Request for Additional Information
Recipient: Architectural and Engineering Review
Correspondence Visible To: All
Message:
Robert- Here is the formal response to the RFI, all documents were already uploaded to you, but we were able to secure the plan for the first floor lobby in case you wanted to view it. It is attached. We sent to you via FedEx today the full size floorplan. Please let me know if additional information is required. Thanks, Ann
Attachments:
Response to Architecture 101613.PDF **
First Floor Lobby 101613.pdf **

Created By: Robert Lis , Architectural and Engineering
Review **on** 10/21/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All
Message:
Please see attached
Attachments:
132011-2_RFI.pdf **

Created By: Applicant **on** 11/04/2013
Correspondence Type: Request for Additional Information
Recipient: Architectural and Engineering Review
Correspondence Visible To: All
Message:
Robert- All documents have been uploaded and we are also mailing you a full size floor plan and response through Project Management. Please let us know if any further information is required. Sincerely, Ann
Attachments:
Optimus_Response_Ltr 110413.pdf **
Parkmed_NYC_Architectural_Narrative_110413.pdf **
132011B Parkmed Architect Certification 110413.pdf **
NFPA_101_-_High-Rise 110413.pdf **

Created By: Donna Wang , Certification and Surveillance - Hospital Services **on** 08/08/2013

Correspondence Type: Request for Additional Information

Recipient: Applicant

Correspondence Visible To: All

Message:

Please see and respond to attached letter. Thank you. Donna Wang ph# 518 408-5867.

Attachments:

132011 DCS 20130808.doc **

Created By: Applicant **on** 08/09/2013

Correspondence Type: Request for Additional Information

Recipient: Certification and Surveillance - Hospital Services

Correspondence Visible To: All

Message:

Ms. Wang- Attached is the second page of Schedule 13B that did not scan properly upon submission and answers to questions 2 and 3. If you require any additional information, please just let us know. Thank you very much, Ann Gormley

Attachments:

132011 Response to Hospital Services.pdf **

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

August 7, 2013

*****CORRECTED LETTER*****

Ms. Ann M. Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

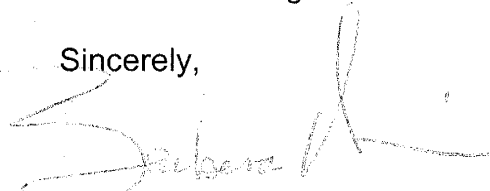
Re: 132011 B
Parkmed NYC, LLC
(New York County)
*****Establish and construct a
diagnostic treatment center to be
located at 800 Second Avenue,
New York**

Dear Ms. Gormley:

The above referenced CON application, for which you have been designated the contact person, has been distributed to all reviewing units and, if operating, your local health systems agency for processing in accordance with 10 NYCRR 710. Please refer to the enclosed Important Notice for further information with respect to this process.

The mandatory review of your project for the criteria of public need, financial feasibility, and character and competence as required by the Public Health Law may determine that the proposal is unapprovable. Therefore, prior to entering into any contractual commitments or commencing construction, the final determination of the Director of the OHSM and the Public Health and Health Planning Council must be obtained.

Sincerely,



Barbara DelCogliano
Director
Bureau of Project Management

Enclosure
BD/MRC

IMPORTANT NOTICE

TO: Applicants

FROM: Bureau of Project Management

SUBJECT: Additional Information Concerning the Processing of Your
CON Application



All correspondence from the Department of Health (DOH) will be directed to the contact person identified in this application. Should the contact person change during processing, written notification should be made to the Bureau of Project Management. Please identify all subsequent submissions (correspondence, plans, additional information, etc.) with the assigned project number.

You may receive requests for additional information from DOH. Please respond within the time frame noted to assure that further processing is not delayed. You may also voluntarily submit any additional information which you believe might facilitate the review of your proposal, unless specific deadlines have otherwise been established. If timely, the submission of additional information will not result in a disruption of the processing of the application unless such information represents a substantial change in the proposal, thereby revising the project. If your application is required to be presented at the Public Health and Health Planning Council, the transmission of additional information must be received sufficiently in advance of the application's presentation to enable distribution and review, since it is the desire of DOH not to defer action on applications that are scheduled for council meetings.

Questions or comments with respect to this application should be addressed to the Bureau of Project Management at (518) 402-0911.

Created By: William Atkinson , Construction Cost Control **on** 08/08/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All
Message:
Schedule 6 attachments A,B & D were not included in the submission. Please provide.
Attachments:

Created By: Applicant **on** 08/09/2013
Correspondence Type: Request for Additional Information
Recipient: Construction Cost Control
Correspondence Visible To: All
Message:
Attachment 6 includes the functional space program, architectural narrative, conceptual drawing, architect's letter of certification. I have attached it for your review. If you need anything further, please let me know. Thanks, Ann Gormley
Attachments:

Floorplan Final 060413.pdf **
ATTACHMENT 6.pdf **

Created By: Construction Cost Control **on** 08/12/2013
Correspondence Type: Request for Additional Information
Recipient: Gormley, Ann Marie
Correspondence Visible To: All
Message:
The architectural narrative does not explain what if any renovations are required. Schedule 8B shows \$100,000 in renovation costs, please include in the narrative what renovations are planned.
Attachments:

Waiting for Information

Created By: William Atkinson , Construction Cost Control **on** 10/29/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All
Message:
2nd Request The architectural narrative does not explain what if any renovations are required. Schedule 8B shows \$100,000 in renovation costs, please include in the narrative what renovations are planned.
Attachments:



Created By: Construction Cost Control **on** 11/04/2013
Correspondence Type: Request for Additional Information
Recipient: Gormley, Ann Marie
Correspondence Visible To: All
Message:
Please submit an architectural narrative that explains what construction is planned or remove the construction costs from the project.
Attachments:

Created By: Ann Gormley , Applicant on 11/04/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All

Message:

2nd Request The architectural narrative does not explain what if any renovations are required. Schedule 8B shows \$100,000 in renovation costs, please include in the narrative what renovations are planned.

Attachments:

1106_First_Floor_Plan_With_Comments_PDF_110413.pdf **
1106_Parkmed_CON_Revised_110413.pdf **

Created By: Applicant on 11/04/2013
Correspondence Type: Request for Additional Information
Recipient: Construction Cost Control
Correspondence Visible To: All

Message:

Robert- Please call me as soon as possible at office (5185834900) or my cell (██████████). We are trying to get on the November agenda and obviously the architect is not understanding what you are looking for him to add to his narrative. He explains in his narrative the renovations he is making to the space under Program Inventory at Project Completion and this represents the \$100,000 renovation/demolition costs. Thank you for your assistance with this review. Sincerely Ann

Attachments:

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

June 26, 2020

Ms. Ann M. Gormley
Empire Health Advisors
60 Railroad Place, Suite 101
Saratoga Springs, NY 12866

RE: 132011 Parkmed NYC, LLC

Dear: Ms. Gormley:

Review of the above application has revealed the need for additional information for the Division of Certification & Surveillance. Please submit your response via your New York State Electronic Certificate of Need account within 14 days of the date of this letter in accordance with 10 NYCRR 710.3(a).

The following information is required to complete the review of the above referenced application. In preparing answers to the questions, **please repeat each question and then provide the answer. Please submit only one response which addresses all items.**

1. The Schedule 13B submitted was incomplete (missing page 2). Please complete the appropriate page and submit. (Be sure to provide the hospital's full address and mileage information.)
2. Dr. Molaei disclosed a name change upon naturalization. Please provide the date (month/year) of his name change.
3. Please submit the following information relating to how the facility will operate as a distinct Article 28 Diagnostic and Treatment Center:
 - a. days and hours of operation, and
 - b. how patients of the facility will access medical staff during hours the facility is closed.

If you have additional questions or need further assistance, please contact Donna Wang at 518-408-5867.

Sincerely,

Donna Wang

Donna Wang, RN, BSN
Health Care Analyst

Division of Hospitals and Diagnostic & Treatment Centers



PUBLIC HEALTH AND HEALTH PLANNING COUNCIL

Empire State Plaza, Corning Tower, Room 1805
Albany, New York 12237

(518) 402-0964
PHHPC@health.state.ny.us

June 20, 2014

Ms. Ann M Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: Application No. 132011 B Parkmed NYC, LLC (New York County)

Dear Ms. Gormley:

I HEREBY CERTIFY THAT AFTER INQUIRY and investigation, the application of Parkmed NYC, LLC is APPROVED, the contingencies having now been fulfilled satisfactorily. The Public Health and Health Planning Council considered this application and imposed the contingencies at its meeting of December 12, 2013. You are expected to comply with the conditions listed on the December 30, 2013 letter from Karen Westervelt.

Public Health and Health Planning Council approval is not to be construed as approval of property costs or the lease submitted in support of the application. Such approval is not to be construed as an assurance or recommendation that property costs or lease amounts as specified in the application will be reimbursable under third party payor reimbursement guidelines.

To complete the requirements for certification approval, please contact the Metropolitan Area/Regional Office of the New York State Office of Health Systems Management, 90 Church Street, New York, New York 10007 or (212) 417-5990, within 30 days of receipt of this letter.

Sincerely,

A handwritten signature in cursive script that reads 'Colleen M. Leonard'.

Colleen M. Leonard
Executive Secretary

/cl

PHHPC

PUBLIC HEALTH AND HEALTH PLANNING COUNCIL

Empire State Plaza, Corning Tower, Room 1805
Albany, New York 12237

(518) 402-0964
PHHPC@health.state.ny.us

June 20, 2014

Ms. Ann M. Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: Articles of Organization of Parkmed NYC, LLC


Dear Ms. Camera:


AFTER INQUIRY and INVESTIGATION and in accordance with action taken at a meeting of the Public Health and Health Planning Council held on the 12th day of December, 2013, I hereby certify that the Public Health and Health Planning Council consents to the filing of the Articles of Organization of Parkmed NYC, LLC, dated January 21, 2014.

Sincerely,

Colleen M. Leonard
Colleen M. Leonard
Executive Secretary

/cl

Created By: Mary Ilnicki , Financial Analysis and Review **on** 09/04/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All
Message:
14 day letter
Attachments:
14 day letter NYSECON ACCT-Parkmed NYC,LLC.docx **

Created By: Applicant **on** 09/13/2013
Correspondence Type: Request for Additional Information
Recipient: Financial Analysis and Review
Correspondence Visible To: All
Message:
Mary- Attached is a cover letter, updated net worth affidavit, Schedule 13, Schedule 17 and Payor Utilization to reflect the changed in Medicaid-fee-for service revenue. If you need anything else, please let Patty or me know. Thanks!!! Annie
Attachments:
BFA RESPONSE 132011B 091313.PDF **


Created By: Mary Ilnicki , Financial Analysis and Review **on** 09/20/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All
Message:
Explain in detail why year 3 budget unit costs are going up. If you have any questions contact Mary Ilnicki at 518-402-0953.
Attachments:

Created By: Applicant **on** 10/01/2013
Correspondence Type: Request for Additional Information
Recipient: Financial Analysis and Review
Correspondence Visible To: All
Message:
Visit volume is projected to increase very minimally -- one percent annually -- while salary costs are forecast to increase 3.5% annually and other operating expenses about 3 % annually. Costs are increasing more rapidly than visit volume, so cost / visit rises over time.
Attachments:

Created By: Menka Nansi , Health Facility Planning **on** 10/02/2013
Correspondence Type: Request for Additional Information
Recipient: Applicant
Correspondence Visible To: All
Message:
Please complete Schedule 17B and submit. Thank you. Menka Nansi 518-402-0937
Attachments:

Created By: Applicant **on** 10/09/2013
Correspondence Type: Request for Additional Information
Recipient: Health Facility Planning
Correspondence Visible To: All
Message:
Sorry Menka, it didn't scan in our submission. The complete Schedule 17 is attached. Thanks, Ann
Attachments:
Schedule 17 Revised 100913.PDF **

Created By: Health Facility Planning **on** 10/11/2013
Correspondence Type: Request for Additional Information
Recipient: Gormley, Ann Marie
Correspondence Visible To: All
Message:
Is the applicant willing to serve those who need services regardless of their ability to pay or the source of payment? If so, please provide such a statement; you may include that on Sch 17B that you revised or on Sch 1 Exec Summary. Thanks.
Menka Nansi 518-402-0937
Attachments:

Created By: Applicant **on** 10/16/2013
Correspondence Type: Request for Additional Information
Recipient: Health Facility Planning
Correspondence Visible To: All
Message:
Revision made in Schedule 17A as part of program information. Thank you, Annie
Attachments:
SCHEDULE 17 REVISED 101613.pdf **

Created By: Office of Counsel on 11/22/2013

Correspondence Type: Contingent Approval Letter

Recipient: Applicant

Correspondence Visible To: All

Message:

Please see attached.

Attachments:

Parkmend Contingency Letter.pdf **

Project Description: Establish and construct a diagnostic and treatment center to be located at 800 Second Avenue, New York

Created By: Applicant on 12/05/2013

Correspondence Type: Contingent Approval Letter

Recipient: Office of Counsel


Correspondence Visible To: All

Message:

Attached are the Articles of Organization and the executed lease

Attachments:

articles of organization 120513.PDF **

Lease 120513.pdf **

Created By: PHHPC Unit on 11/12/2013

Correspondence Type: PHHPC Notification

Recipient: Applicant


Correspondence Visible To: All


Message:

11-21-13 PHHPC Notification Letter

Attachments:


132011.pdf **


Created By: Project Management on 07/16/2013
Correspondence Type: Acknowledgement Letter
Recipient: Applicant
Correspondence Visible To: All
Message:
Acknowledgement Letter
Attachments:
132011.pdf **


Created By: Project Management on 08/07/2013
Correspondence Type: Acknowledgement Letter
Recipient: Applicant
Correspondence Visible To: All
Message:
Revised acknowledgement letter dated August 7, 2013.
Attachments:
132011 corrected.pdf **


Created By: Applicant on 08/27/2013
Correspondence Type: Request for Additional Information
Recipient: Project Management
Correspondence Visible To: All
Message:
Chris- Can you provide a status on this application and let us know if there is any chance this application will be in the September/October cycle or if it will be November/December. Thank you very much, Annie
Attachments:

Created By: Project Management on 12/30/2013
Correspondence Type: Approval Letter
Recipient: Applicant
Correspondence Visible To: All
Message:
PHHPC contingent approval letter dated December 30, 2013.
Attachments:
132011 12.30.13.pdf **

Created By: Project Management on 01/08/2014
Correspondence Type: Other
Recipient: Applicant
Correspondence Visible To: All
Message:
PHHPC Exhibit from the December 12, 2013 meeting.
Attachments:
132011-B Parkmed NYC, LLC - REVISED.doc **

Created By: Project Management on 06/10/2014
Correspondence Type: All Contingencies Satisfied Letter
Recipient: Applicant
Correspondence Visible To: All
Message:
All Contingencies Satisfied Letter
Attachments:
132011.pdf **

Created By: Project Management on 06/20/2014
Correspondence Type: PHHPC Final Approval
Recipient: Applicant
Correspondence Visible To: All
Message:
Final PHHPC approval letter dated June 20, 2014.
Attachments:
132011 final.pdf **

Created By: Project Management on 09/02/2014
Correspondence Type: Other
Recipient: Applicant
Correspondence Visible To: All
Message:
Construction completion date extension request
Attachments:
132011.pdf **

Created By: Project Management on 06/15/2016
Correspondence Type: Modification Approval letter
Recipient: Applicant
Correspondence Visible To: All
Message:
132011 - #91231 - Modification Approval Letter
Attachments:
132011 - #91231 - Modification Approval Letter.pdf **

August 9, 2013

New York State Department of Health
Attn: Ms. Donna Wang, Health Care Analyst
Division of Hospitals and Diagnostic and Treatment Centers

RE: #132011 Parkmed NYC, LLC

Dear Ms. Wang:

We are responding to your request for additional information in the above mentioned Certificate of Need application.

1. The Schedule 13B submitted was incomplete (missing page 2). Please complete the appropriate page and submit. (Be sure to provide the hospital's full address and mileage information).

Attached as requested.

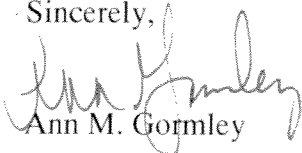
2. Dr. Molaei disclosed a name change upon naturalization. Please provide the date (month/year) of his name change.

Dr. Molaei changed his name in May 1990.

3. Please submit the following information relating to how the facility will operate as a distinct Article 28 Diagnostic and Treatment Center:
 - a. Days and hours of operation:
Tuesday through Saturday 7:00 a.m. – 6:00 p.m.
 - b. How patients of the facility will access medical staff during hours the facility is closed:
The Center will have its telephone lines forwarded to an after hours call service and a person will direct the calls to the on-call provider 24 hours per day, seven days per week assuring that patients have access to medical staff during off hours.

If you require any further information, please contact me at your convenience. Thank you for your assistance in processing this application.

Sincerely,


Ann M. Gormley

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

Schedule 13B

1.) All diagnostic and treatment centers should complete the following section:

Name of medical director:	Michael M. Molaei, M.D.
License number of the Medical Director	191081

	Not Applicable:	Title of Attachment	Filename of attachment
Attach a copy of the medical director's curriculum vitae.	<input type="checkbox"/>	#13	#13

Acute care facility with which an affiliation agreement is being negotiated:	Bellevue Hospital
In the space below, Indicate the status of those negotiations:	
A letter is attached from Bellevue Hospital and a formal agreement will be executed.	

	Not Applicable:	Title of Attachment	Filename of attachment
Attach a copy of a letter of intent or the affiliation agreement, if appropriate.	<input type="checkbox"/>	#13	#13

Distance in miles from the proposed facility to the acute care affiliate.	3 miles
Distance in minutes of travel time from the proposed facility to the acute care affiliate.	17 minutes
Name of the acute care facility, nearest the proposed facility:	Bellevue Hospital, 221 Canal Street, NY, NY 10013
Distance in miles from the proposed facility to the nearest acute care facility:	3 miles
Distance in minutes of travel time from the proposed facility to the nearest acute care facility.	17 minutes

Project Site Information

Project Site Name: Parkmed NYC, LLC
Physical Address: 800 Second Avenue
New York, NY 10017
County: NEW YORK

Impact on Operating Certificate

<u>Bed/Service</u>	<u>Action</u>	<u>Count</u>
Abortion	Certify	
Primary Medical Care	Certify	
Radiology (Diagnostic)	Decertify	
Family Planning	Certify	

NEW YORK
state department of
HEALTH

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

Sue Kelly
Executive Deputy Commissioner

September 2, 2014

Ms. Ann M Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

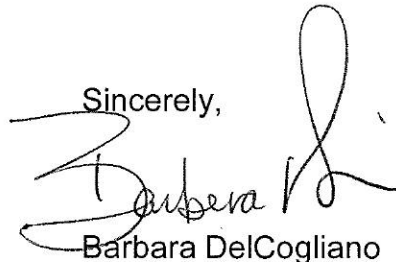
Re: 132011-B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic and
treatment center to be located at 800
Second Avenue, New York

Dear Ms. Gormley:

I am in receipt your letter dated August 26, 2014, requesting an extension of your completion construction date for the above referenced project. Your request is approved, the new completion of construction date is December 31, 2014.

If you have any further questions on this matter please contact Mark Ciotti at (518) 402-0911.

Sincerely,



Barbara DelCogliano
Director
Bureau of Project Management



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

November 23, 2016

Administrator
Parkmed NYC, LLC
800 Second Avenue, 6th Floor
New York, New York 10017

Re: 132011
Parkmed NYC, LLC
(New York County)

Dear Administrator:

Attached please find the operating certificate **#7002807R** effective **October 31, 2016**, issued to your facility. Please check this certificate(s) carefully to assure it accurately reflects the beds and/or services provided by the facility. Any discrepancies should be rectified through your regional office. This operating certificate is valid immediately and should be displayed in place of your current operating certificate which must be returned to your regional office.

**Celeste Johnson, Regional Director
Metropolitan Area Regional Office
New York State Department of Health
90 Church Street
New York, New York 10007**

Should you have any questions relative to this operating certificate please, contact me at (518) 402-0911.

Sincerely,

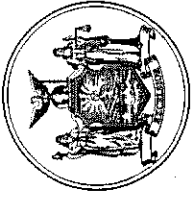
Mary E. Hart
Coordinator
Operating Certificate Unit

Attachment
MEH/sh

Facility Id.
Certificate No.

9970
7002807R

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



OPERATING CERTIFICATE
Diagnostic and Treatment Center

Parkmed NYC, LLC
800 Second Avenue, 6th Floor
New York, New York 10017

Operator: Parkmed NYC, 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:

Medical Services - Primary Care

Abortion O/P

Effective Date: 10/31/2016
Expiration Date: NONE

Deputy Director Office of Primary Care and
Health Systems Management

20161123

This certificate must be conspicuously displayed on the premises.

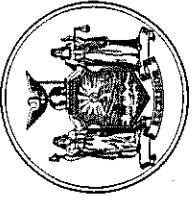
Howard Zucker M.D.

Commissioner

Facility Id.
Certificate No.

9970
7002807R

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



OPERATING CERTIFICATE

Diagnostic and Treatment Center

Parkmed NYC, LLC

800 Second Avenue, 6th Floor
New York, New York 10017

Operator: Parkmed NYC, 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:

Abortion O/P

Medical Services - Primary Care

Effective Date: 10/31/2016
Expiration Date: NONE

20161123

Deputy Director Office of Primary Care and
Health Systems Management

Commissioner

This certificate must be conspicuously displayed on the premises.



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

November 8, 2016

Administrator
Parkmed NYC, LLC
800 Second Avenue, 8th Floor
New York, New York 10017

Re: 132011
Parkmed NYC, LLC
(New York County)

Dear Administrator:

Attached please find the operating certificate **#7002807R** effective **October 31, 2016**, issued to your facility. Please check this certificate(s) carefully to assure it accurately reflects the beds and/or services provided by the facility. Any discrepancies should be rectified through your regional office. This operating certificate is valid immediately and should be displayed in place of your current operating certificate which must be returned to your regional office.

**Celeste Johnson, Regional Director
Metropolitan Area Regional Office
New York State Department of Health
90 Church Street
New York, New York 10007**

Should you have any questions relative to this operating certificate please, contact me at (518) 402-0911.

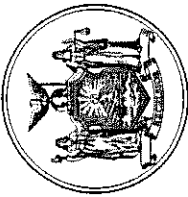
Sincerely,

Mary E. Hart
Coordinator
Operating Certificate Unit

Attachment
MEH/sh

Facility Id.
Certificate No. 9970
7002807R

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



OPERATING CERTIFICATE
Diagnostic and Treatment Center

Effective Date: 10/31/2016
Expiration Date: NONE

Parkmed NYC, LLC

800 Second Avenue, 8th Floor
New York, New York 10017

Operator: Parkmed NYC, 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:

Medical Services - Primary Care

Abortion O/P

Scott W. Linn

Deputy Director Office of Primary Care and
Health Systems Management

20161107

Howard Zucker M.D.

Commissioner

This certificate must be conspicuously displayed on the premises.

PHHPC

PUBLIC HEALTH AND HEALTH PLANNING COUNCIL

Empire State Plaza, Corning Tower, Room 1805
Albany, New York 12237

(518) 402-0964
PHHPC@health.state.ny.us

June 20, 2014

Ms. Ann M Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: Application No. 132011 B Parkmed NYC, LLC (New York County)

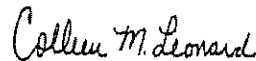
Dear Ms. Gormley:

I HEREBY CERTIFY THAT AFTER INQUIRY and investigation, the application of Parkmed NYC, LLC is APPROVED, the contingencies having now been fulfilled satisfactorily. The Public Health and Health Planning Council considered this application and imposed the contingencies at its meeting of December 12, 2013. You are expected to comply with the conditions listed on the December 30, 2013 letter from Karen Westervelt.

Public Health and Health Planning Council approval is not to be construed as approval of property costs or the lease submitted in support of the application. Such approval is not to be construed as an assurance or recommendation that property costs or lease amounts as specified in the application will be reimbursable under third party payor reimbursement guidelines.

To complete the requirements for certification approval, please contact the Metropolitan Area/Regional Office of the New York State Office of Health Systems Management, 90 Church Street, New York, New York 10007 or (212) 417-5990, within 30 days of receipt of this letter.

Sincerely,



Colleen M. Leonard
Executive Secretary

/cl

NEW YORK
state department of
HEALTH

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

Sue Kelly
Executive Deputy Commissioner

June 10, 2014

Ms. Ann M. Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: 132011 - B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic
and treatment center to be located at
800 Second Avenue, New York
Total Project Cost: \$482,646

Dear Ms. Gormley:

The Department of Health has reviewed the documentation addressing the contingencies that were related to the proposed approval of the above project. As of this date, all contingencies on this project have been satisfied.

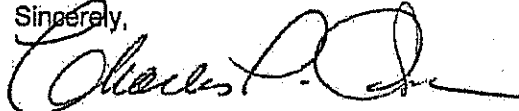
Upon completion of all drawing review submission(s) required by the Bureau of Architectural and Engineering Facility Planning as described in your CON approval letter, you may begin construction. At the time that construction begins, please complete the enclosed form and return it to the Bureau of Project Management.

It is understood that the commencement of construction is your acknowledgment that project costs do not exceed approved project costs as indicated above. Additional costs will not be eligible for reimbursement without the prior approval of the Department.

Per 710.9 you must notify the appropriate Regional Office at least two months in advance of the anticipated completion of construction date, so that the pre-opening survey can be scheduled. Failure to provide such notice may result in delays affecting both the pre-opening survey and authorization by the Department to commence occupancy and/or operations.

If you have any questions regarding this letter, please contact the Bureau of Project Management at 518-402-0911, New York State Department of Health, Division of Health Facility Planning, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237.

Sincerely,



Charles P. Abel
Acting Director
Center for Health Care Facility Planning,
Licensure and Finance

Enclosure

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 30, 2013

Ann M. Gormley
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

RE: 132011-B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic and treatment
center to be located at 800 Second Avenue,
New York
(\$482,646)

Dear Ms. Gormley:

The Public Health and Health Planning Council, at its meeting on December 12, 2013, and the Department of Health propose to approve the above application in accordance with 10 NYCRR Parts 600 and 710. Approval of this application is subject to the enclosed contingencies first being satisfied. Also enclosed, are confirmations of the approved capacity and a list of proposed services, if appropriate.

In addition to contingencies, the proposed approval includes the enclosed conditions. You are expected to comply with these conditions throughout the operation of this project, including any and all conditions pertaining to specified timeframes.

A certified check in the amount of \$ 2,629 and three (3) copies of documentation that addresses these contingencies must be sent, within sixty (60) days of receipt of this letter, to

Barbara DelCogliano, Director
Bureau of Project Management
Division of Health Facility Planning
Office of Health Systems Management
NYS Department of Health
Empire State Plaza
Corning Tower, Room 1842
Albany, New York 12237
(518) 402-0911

HEALTH.NY.GOV
[facebook.com/NYSDOH](https://www.facebook.com/NYSDOH)
twitter.com/HealthNYGov

Failure to meet the 60-day deadline could result in this project being deemed abandoned as set forth in 10 NYCRR sections 600.4 and 710.10(c)(1).

Pursuant to the provisions of 10 NYCRR Parts 86 and 710, you may not begin the construction or operation of any aspect of this project, or receive reimbursement for any associated costs, unless all required written approvals are obtained. Before beginning any aspect of this project, you must complete the following steps:

- submit written materials to satisfy the enclosed contingencies and receive written approval from the Division of Health Facility Planning and the Public Health and Health Planning Council, indicating the satisfaction of all contingencies;
- If the subject facility is currently in operation, you must develop a plan to ensure the health and safety of all patients and staff during construction. This plan must comply with all applicable sections of the National Fire Protection Association (NFPA) 101 Life Safety Code (2000 Edition) and all applicable sections of the State Hospital Code during construction. The plan may require you to separate residents, patients, staff and essential support services from the construction site and/or provide them with an alternative means of egress. Please have the plan available to regional office staff at the time of their on-site visit.

You are responsible for ensuring that this project complies with all applicable statutes, codes, rules and regulations. Should violations be found when reviewing documents, or at the time of on-site inspections or surveys, you will be required to correct them. Additional costs incurred to address any violations will not be eligible for reimbursement without prior approval by the Department. Also, in accordance with 10 NYCRR section 710.5, any change in the scope of this project must receive prior approval from the Department and may require a new or amended application.

This letter should not be construed as approval to file, with the Secretary of State, a certificate of incorporation, a certificate of amendment to a certificate of incorporation, a restated certificate of incorporation, an application for authority, articles of organization or any amendments thereto, or any other legal documents. A separate Public Health and Health Planning Council approval letter will be issued, as necessary, for the filing of documents with the Secretary of State after all contingencies are satisfied.

If you have any questions concerning this letter, please contact the Bureau of Project Management at (518) 402-0911.

Sincerely,



Karen Westervelt
Deputy Commissioner
Offices of Primary Care and Health
Systems Management

RESOLUTION

RESOLVED, that the Public Health and Health Planning Council, pursuant to the provisions of Section 2801-a of the Public Health Law, on this 12th day of December, 2013, having considered any advice offered by the Regional Health Systems Agency, the staff of the New York State Department of Health, and the Establishment and Project Review Committee of this Council and after due deliberation, hereby proposes to approve the following application to establish and construct a diagnostic and treatment center, and with the contingencies, if any, as set forth below and providing that each applicant fulfills the contingencies and conditions, if any, specified with reference to the application, and be it further

RESOLVED, that upon fulfillment by the applicant of the conditions and contingencies specified for the application in a manner satisfactory to the Public Health and Health Planning Council and the New York State Department of Health, the Secretary of the Council is hereby authorized to issue the approval of the Council of the application, and be it further

RESOLVED, that any approval of this application is not to be construed as in any manner releasing or relieving any transferor (of any interest in the facility that is the subject of the application) of responsibility and liability for any Medicaid (Medicaid Assistance Program -- Title XIX of the Social Security Act) or other State fund overpayments made to the facility covering the period during which any such transferor was an operator of the facility, regardless of whether the applicant or any other entity or individual is also responsible and liable for such overpayments, and the State of New York shall continue to hold any such transferor responsible and liable for any such overpayments, and be it further

RESOLVED, that upon the failure, neglect or refusal of the applicant to submit documentation or information in order to satisfy a contingency specified with reference to the application, within the stated time frame, the application will be deemed abandoned or withdrawn by the applicant without the need for further action by the Council, and be it further

RESOLVED, that upon submission of documentation or information to satisfy a contingency specified with reference to the application, within the stated time frame, which documentation or information is not deemed sufficient by Department of Health staff, to satisfy the contingency, the application shall be returned to the Council for whatever action the Council deems appropriate.

NUMBER:

132011 B

FACILITY/APPLICANT:

Parkmed NYC, LLC

APPROVAL CONTINGENT UPON:

1. Submission of a check for the amount enumerated in the approval letter, payable to the New York State Department of Health. Public Health Law Section 2802.7 states that all construction applications requiring review by the Public Health and Health Planning Council shall pay an additional fee of fifty-five hundredths of one percent of the total capital value of the project, exclusive of CON fees. [PMU]
2. Submission of an executed transfer and affiliation agreement, acceptable to the Department, with a local acute care hospital. [HSP]
3. Submission of an executed building lease that is acceptable to the Department of Health. [BFA, CSL]
4. Submission of Articles of Organization acceptable to the Department. [CSL]
5. The submission of State Hospital Code (SHC) Drawings, acceptable to the Department, as described in BAEFP Drawing Submission Guidelines DSG-01. [AER]

APPROVAL CONDITIONAL UPON:

1. The project must be completed within two years from the Public Health and Health Planning Council recommendation letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the application by the applicant and an expiration of the approval. [PMU]
2. The staff of the facility must be separate and distinct from staff of other entities. [HSP]
3. The signage must clearly denote the facility is separate and distinct from other adjacent entities. [HSP]
4. The entrance to the facility must not disrupt any other entity's clinical program space. [HSP]
5. The clinical space must be used exclusively for the approved purpose. [HSP]
6. The submission of Final Construction Documents, signed and sealed by the project architect, as described in BAEFP Drawing Submission Guidelines DSG-01, prior to the applicant's start of construction. [AER]
7. The applicant shall complete construction by September 30, 2014 with 10 NYCRR Part 710.2(b)(5) and 710.10(a), if construction is not completed on or before that date, this may constitute abandonment of the approval and this approval shall be deemed cancelled, withdrawn and annulled without further action by the Commissioner. [AER]

Documentation submitted to satisfy the above-referenced contingencies (4 copies) should be submitted within sixty (60) days to:

Barbara DelCogliano
Director
Bureau of Project Management
NYS Department of Health
Empire State Plaza
Corning Tower, Room 1842
Albany, New York 12237

PHHPC

PUBLIC HEALTH AND HEALTH PLANNING COUNCIL

Empire State Plaza, Corning Tower, Room 1805
Albany, New York 12237

(518) 402-0964
PHHPC@health.state.ny.us

June 20, 2014

Ms. Ann M. Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: Articles of Organization of Parkmed NYC, LLC

Dear Ms. Camera:

AFTER INQUIRY and INVESTIGATION and in accordance with action taken at a meeting of the Public Health and Health Planning Council held on the 12th day of December, 2013, I hereby certify that the Public Health and Health Planning Council consents to the filing of the Articles of Organization of Parkmed NYC, LLC, dated January 21, 2014.

Sincerely,

Colleen M. Leonard
Colleen M. Leonard
Executive Secretary

/cl

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on October 10, 2014.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

141009000 388

ARTICLES OF ORGANIZATION
FOR
PARKMED NYC, LLC

Under Section 203 of the New York State Limited Liability Company Law

THE UNDERSIGNED, being authorized to execute and file these Articles, hereby certifies:

FIRST: The name of the limited liability company ("Company") is: **PARKMED NYC, LLC.**

SECOND: The Company is formed for the following purposes and shall have the following powers: (a) to own and operate Parkmed NYC, LLC, an ambulatory surgery center pursuant to the provisions of Article 28 of the Public Health Law at 800 Second Avenue, 6th Floor, New York, New York 10017 in New York County, New York; and (b) to do any and all activities necessary or incidental to the foregoing. The objects and purposes provided for herein shall be subject to the approvals or consents of such regulatory authorities as may be required by law. The Company is not being formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The principal office of the Company is to be located in the County of New York County.

FOURTH: The Secretary of State is designated as the agent of the Company upon whom process against the Company may be served. The post office address within or without the State of New York to which the Secretary of State shall mail a copy of any process against the Company served upon such Secretary of State is c/o Peter J. Millock, Esq., Nixon Peabody LLP, 677 Broadway, Albany, New York 12207.

FIFTH: The Company is to be managed by its members.

14455381.1

141009000388

SIXTH: No person may own ten (10) percent or more of any membership interest or control more than ten (10) percent of any voting rights without obtaining the approval of the New York State Public Health Council.

SEVENTH: All transfers, assignments, or other dispositions of membership interests or voting rights must be effectuated in accordance with Public Health Law §2801-a(4)(b).

EIGHTH: Neither the management structure of the Company nor the provisions hereof setting forth such structure may be deleted, modified or amended without the prior approval of the Department of Health.

IN WITNESS WHEREOF, these Articles have been subscribed this _____ day of May, 2013, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.



Michael M. Molaei, M.D.
Organizer

PHHPC

PUBLIC HEALTH AND HEALTH PLANNING COUNCIL

Empire State Plaza, Corning Tower, Room 1805
Albany, New York 12237

(518) 402-0964
PHHPC@health.state.ny.us

June 20, 2014

Ms. Ann M. Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: Articles of Organization of Parkmed NYC, LLC

Dear Ms. Camera:

AFTER INQUIRY and INVESTIGATION and in accordance with action taken at a meeting of the Public Health and Health Planning Council held on the 12th day of December, 2013, I hereby certify that the Public Health and Health Planning Council consents to the filing of the Articles of Organization of Parkmed NYC, LLC, dated January 21, 2014.

Sincerely,

Colleen M. Leonard
Colleen M. Leonard
Executive Secretary

/cl

388

ARTICLES OF ORGANIZATION
FOR
PARKMED NYC, LLC

Under Section 203 of the Limited Liability Company Law
of the State of New York

FILED

2014 OCT -9 PM 12: 26

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED OCT 09 2014

TAX \$ _____

BY: MSA

Filed by:

Nixon Peabody LLP
677 Broadway
10th Floor
Albany, New York 12207

422



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

June 15, 2016

Ms. Ann M Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: 132011-B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic and
treatment center to be located at 800 Second
Avenue, New York
Total Project Cost: \$482,646

Dear Ms. Gormley:

The following modification to the above referenced project has been approved:

- Remove diagnostic radiology service from the CON

If you have additional questions or need further assistance, please contact the Bureau of Project Management at (518) 402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237.

Sincerely,

Charles P. Abel
Deputy Director
Center for Health Care Facility Planning,
Licensure and Finance

Mod # 91231

Park Med CON Procedural Evaluation

10/31/2016

OK to Perform in D&TC -Routine/Non-urgent scheduled cases; -Stable patients -Non and minimally invasive procs. -Limited to local anesthesia +/- or minimal sedation ONLY) --Expected length of procedure less than 1hr	Ok to Perform in PDTC -Routine or urgent scheduled cases; -Stable patients -Non & minimally invasive procs; -Limited to local anesthesia +/- or minimal or moderate sedation ONLY) -Expected length of procedure not > 2-3hr	Of Concern—pdg further consideration FOR THIS APPLICATION	Recommend Not to Perform	Reasoning
			Laparoscopic procedures	Requires an OR due to invasive nature of procedure; physical plant of office does not meet requirements.
Biopsy and I&D of breast	Biopsy and I&D of breast			
Cervical cone	Cervical cone			
Cervical laceration repair	Cervical laceration repair			
Colposcopy	Colposcopy			
Endometrial bx	D&C diagnostic			
Cystoscopy diagnostic/observation	Endometrial ablation- Novasure/thermchoice			
Urodynamics	Endometrial ablation w/polypectomy			
	Endometrial biopsy			
	Essure-tubal ligation			
Excision of vaginal cyst/lesion	Excision of vaginal cyst/lesion			
Hymenotomy/ectomy	Hymenotomy/ectomy			
	Hysteroscopy with or without: ablation, lysis of adhesions, polypectomy			
IUD insertion	IUD insertion			
LEEP	LEEP			
Nexplanon	Nexplanon			
Medical abortions	Medical abortions			
Paracervical block	Paracervical block			
Pudental block	Pudental block			
Removal/treatment of genital warts	Removal/treatment of genital warts			



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

November 2, 2016

Ann Gormley
Parkmed NYC, LLC
800 Second Avenue
New York, NY, 10017

Decision: Certificate of Need - 132011, Survey Request- Approval

Dear Ann Gormley:

Parkmed NYC, LLC has received APPROVAL effective October 31, 2016 to occupy and operate a diagnostic and treatment center, associated with Certificate of Need - 132011.

Approval is based on review of submitted documentation and/or an onsite inspection by a Department representative, and if applicable, the architect's letter of code compliance. In addition, during a telephone conference on October 31, 2016 between the NYS Department of Health and the operator, Parkmed NYC, LLC, has agreed that the facility will provide the agreed upon procedures listed on the attached document.

This approval results in an Operating Certificate, that will be sent to the facility within a few weeks. The completion of this project will result in a recommendation to close the project.

If you have questions, please contact the Metropolitan Area Regional Office - New York City at 212-417-5990.

Sincerely,

Connie Chin
Metropolitan Area Regional Office - New York City

cc: Ruth Leslie, NYS Department of Health

Kathleen Gaine, NYS Department of Health, MARO



Public Health and Health Planning Council

Project #132011-B
Parkmed NYC, LLC

County: New York County
Purpose: Establishment and Construction

Program: Diagnostic and Treatment Center
Acknowledged: July 16, 2013

Executive Summary

Description

Parkmed NYC, LLC, a limited liability company, requests approval to establish and construct an Article 28 diagnostic and treatment center, for the provision of abortion, family planning, primary medical care and diagnostic radiology services to be located at 800 Second Avenue in Manhattan. The 7,850 sq. ft. center will include a waiting room, reception area, six exam rooms, two treatment rooms, four nurses' stations, an ancillary area and adequate support space to accommodate the current and future needs of the community.

The proposed sole member of Parkmed NYC, LLC is Michael M. Molaei, M.D.

DOH Recommendation

Contingent Approval

Need Summary

Parkmed NYC, LLC, projects that there will be 17,883 visits in year 1 and 18,242 in year 3 of the D&TC's in operation.

Program Summary

Based on the information reviewed, staff found nothing that would reflect adversely upon the applicant's character and competence or standing in the community.

A transfer and affiliation agreement is expected to be provided by Bellevue Hospital.

Financial Summary

Project costs will be met with \$482,646 in cash.

Budget:	Revenues:	\$6,896,820
	Expenses:	<u>\$5,067,490</u>
	Gain:	\$1,829,330

Subject to contingency, it appears that the applicant has demonstrated the capability to proceed in a financially feasible manner.

Recommendations

Health Systems Agency

There will be no HSA recommendation of this application.

Office of Health Systems Management

Approval contingent upon:

1. Submission of a check for the amount enumerated in the approval letter, payable to the New York State Department of Health. Public Health Law Section 2802.7 states that all construction applications requiring review by the Public Health and Health Planning Council shall pay an additional fee of fifty-five hundredths of one percent of the total capital value of the project, exclusive of CON fees. [PMU]
2. Submission of an executed transfer and affiliation agreement, acceptable to the Department, with a local acute care hospital. [HSP]
3. Submission of an executed building lease that is acceptable to the Department of Health. [BFA, CSL]
4. Submission of Articles of Organization acceptable to the Department. [CSL]
5. The submission of State Hospital Code (SHC) Drawings, acceptable to the Department, as described in BAEFP Drawing Submission Guidelines DSG-01. [AER]

Approval conditional upon:

1. The project must be completed within two years from the Public Health and Health Planning Council recommendation letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the application by the applicant and an expiration of the approval. [PMU]
2. The staff of the facility must be separate and distinct from staff of other entities. [HSP]
3. The signage must clearly denote the facility is separate and distinct from other adjacent entities. [HSP]
4. The entrance to the facility must not disrupt any other entity's clinical program space. [HSP]
5. The clinical space must be used exclusively for the approved purpose. [HSP]
6. The submission of Final Construction Documents, signed and sealed by the project architect, as described in BAEFP Drawing Submission Guidelines DSG-01, prior to the applicant's start of construction. [AER]
7. The applicant shall complete construction by September 30, 2014 with 10 NYCRR Part 710.2(b)(5) and 710.10(a), if construction is not completed on or before that date, this may constitute abandonment of the approval and this approval shall be deemed cancelled, withdrawn and annulled without further action by the Commissioner. [AER]

Council Action Date

December 12, 2013.

Need Analysis

Background

Parkmed NYC, LLC, an office-based private physician practice, is seeking approval to establish and construct an Article 28 Diagnostic and Treatment Center (D&TC) at 800 Second Avenue, New York, 10017, in New York County. The proposed services are family planning, abortion, primary medical care, and radiology-diagnostic services.

Analysis

Parkmed NYC currently provides comprehensive reproductive services, including abortion services. In 2012, Parkmed NYC performed 6,802 abortions and over 7,659 gynecology and family planning visits. Parkmed NYC's service area is New York City.

The projected number of visits is 17,883 in Year 1 and 18,242 in Year 3.

New York County has a total of 54 freestanding D&TCs providing family planning, abortion, primary medical care, and/or radiology-diagnostic services. These 54 D&TCs include two D&TCs providing abortion services, 19 providing family planning, 49 providing primary medical care, and 21 providing radiology-diagnostic services. None of these D&TCs are in zip code 10017, the site of the proposed D&TC.

The applicant is committed to serving patients in need of health care services regardless of their ability to pay.

Conclusion

The proposed D&TC will improve access to primary care and other outpatient services for the communities of New York City.

Recommendation

From a need perspective, approval is recommended.

Programmatic Analysis

Project Proposal

Parkmed NYC, an office-based physician practice that provides reproductive health services including abortion, located at 800 Second Avenue in Manhattan, requests approval to establish and construct a diagnostic and treatment center.

Proposed Operator	Parkmed NYC, LLC
Site Address	800 Second Avenue, New York, NY
Specialties	Primary Medical [REDACTED] Family Planning Radiology – Diagnostic
Hours of Operation	Tuesday through Saturday, 7:00 am – 6:00 pm
Staffing (1st Year / 3rd Year)	26.0 FTEs / 26.0 FTEs
Medical Director(s)	Michael Molaei, MD
Emergency, In-Patient and Backup Support Services Agreement and Distance	Expected to be provided by Bellevue Hospital 1.2 miles/4 minutes away
On-call service	The Center's phone lines will be forwarded to an after-hours call service and a person will direct calls to the (24/7) on-call provider.

Character and Competence

The sole member of the LLC is:

<u>Name</u>	
Michael Molaei, MD	100%

Dr. Molaei, a practicing physician, is the current owner/operator of Parkmed NYC.

Staff from the Division of Certification & Surveillance reviewed the disclosure information submitted regarding licenses held, formal education, training in pertinent health and/or related areas, employment history, a record of legal actions, and a disclosure of the applicant's ownership interest in other health care facilities. Licensed individuals were checked against the Office of Medicaid Management, the Office of Professional Medical Conduct, and the Education Department databases as well as the US Department of Health and Human Services Office of the Inspector General Medicare exclusion database.

Dr. Molaei disclosed [redacted] settled and [redacted] pending malpractice cases.

Recommendation

From a programmatic perspective, contingent approval is recommended.

Financial Analysis

Lease Agreement

The applicant has submitted a draft lease for approximately 7,850 gross square feet space on the sixth floor, Suite #605, at 800 Second Avenue in Manhattan, New York, under the terms of the lease agreement summarized below:

Lessor:	Good Care Medical, PC
Lessee:	Parkmed NYC, LLC
Term:	Ten Years with an option to renew for ten additional years.
Rental:	\$33,424.58/month (51.10/ sq. ft.) with a yearly increase of approximately 3% a year.
Provisions:	Tenant shall be responsible for utilities, maintenance, and pro-rated share of property taxes and insurance.

The lease will be an arm's length lease arrangement. The entire building houses a variety of physician and medical specialty practices. The applicant has submitted letters of opinion from real estate brokers attesting to the reasonableness of the per square foot rental.

Total Project Cost and Financing

Total project costs for the renovation and acquisition of movable equipment is estimated at \$482,646, broken down as follows:

Renovation & Demolition	\$100,000
Planning Consultant Fees	30,000
Architect/Engineering Fees	30,000
Movable Equipment	\$ 318,017
Application Fee	2,000
Additional Processing Fee	<u>2,629</u>
Total Project Cost	<u>\$482,646</u>

The applicant will finance the total project costs through proposed members' equity. BFA Attachment A is the net worth statement of the proposed member, which shows sufficient equity.

Operating Budget

The applicant has submitted an operating budget in 2013 dollars, for the first and third years of operation:

	<u>Year One</u>	<u>Year Three</u>
Revenues:	\$6,761,047	\$6,896,820
Expenses:		
Operating	\$4,280,311	\$4,574,191
Depreciation and Rent	<u>469,698</u>	<u>493,299</u>
Total Expenses	\$4,750,009	\$5,067,490
Net Income	<u>\$2,001,038</u>	<u>\$1,829,330</u>
Utilization: (visits)	17,883	18,242
Cost Per Visit	\$265.2	\$277.79

Utilization by payor source for the first and third years is as follows:

Commercial-Fee-For-Service	35.2%
Medicaid Managed Care	48.6%
Self Pay	14.2%
Charity Care	2.0%

Cost per visit increases in year three are due to costs projected to increase more rapidly than visit volume. Expense and utilization assumptions are based on the historical experience of the proposed physician private practice.

Capability and Feasibility

Total project costs of \$482,646 will be financed through equity of the proposed member of Parkmed NYC, LLC. BFA Attachment A is the net worth statement of the proposed member of Parkmed NYC, LLC. , which shows there are sufficient funds available.

Working capital requirements, estimated at \$844,582, appear reasonable based on two months of third year expenses and will be provided through equity of the proposed member. BFA Attachment B is the pro-forma balance sheet of Parkmed NYC, LLC based on the first day of operation, which indicates positive member's equity position of \$1,327,228.

The submitted budget indicates a net income of \$2,011,038 and \$1,829,330 during the first and third years of operation, respectively. Revenues are based on current reimbursement methodologies for D&TC services. The budget appears reasonable.

It appears that the applicant has demonstrated the capability to proceed in a financially feasible manner; and contingent approval is recommended.

Recommendation

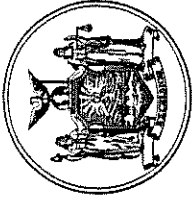
From a financial perspective, approval is recommended.

Attachments

BFA Attachment A	Net Worth Statement of Proposed Members
BFA Attachment B	Pro-forma Balance Sheet of Parkmed NYC, LLC

Facility Id.
Certificate No.

9970
7002807R



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

OPERATING CERTIFICATE
Diagnostic and Treatment Center

Parkmed NYC, LLC
800 Second Avenue, 8th Floor
New York, New York 10017

Operator: Parkmed NYC, LLC
Operator Class: Proprietary LLC

Effective Date: 10/31/2016
Expiration Date: NONE

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

Abortion O/P

Medical Services - Primary Care

Handwritten signature

Deputy Director Office of Primary Care and
Health Systems Management

20161107

Handwritten signature

Commissioner

This certificate must be conspicuously displayed on the premises.



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

June 15, 2016

Ms. Ann M Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: 132011-B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic and
treatment center to be located at 800 Second
Avenue, New York
Total Project Cost: \$482,646

Dear Ms. Gormley:

The following modification to the above referenced project has been approved:

- Remove diagnostic radiology service from the CON

If you have additional questions or need further assistance, please contact the Bureau of Project Management at (518) 402-0911, New York State Department of Health, Center for Health Care Facility Planning, Licensure and Finance, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237.

Sincerely,


Charles P. Abel
Deputy Director
Center for Health Care Facility Planning,
Licensure and Finance

Mod # 91231

REVISED 6/9/16 per Mod#91231
(to remove Diagnostic Radiology at the Applicant's request)

132011 Programmatic Analysis

Parkmed NYC, LLC

Project Proposal

Parkmed NYC, an office-based physician practice that provides reproductive health services including abortion, located at 800 Second Avenue in Manhattan, requests approval to establish and construct a diagnostic and treatment center.

Proposed Operator	Parkmed NYC, LLC
Site Address	800 Second Avenue, New York, NY
Specialties	Primary Medical [REDACTED] Family Planning
Hours of Operation	Tuesday through Saturday, 7:00 am – 6:00 pm
Staffing (1st Year / 3rd Year)	26.0 FTEs / 26.0 FTEs
Medical Director(s)	Michael Molaei, MD
Emergency, In-Patient and Backup Support Services Agreement and Distance	Expected to be provided by Bellevue Hospital, 221 Canal St, New York, NY 3 miles/17 minutes away
On-call service	The Center's phone lines will be forwarded to an after-hours call service and a person will direct calls to the (24/7) on-call provider.

Character and Competence

The sole member of the LLC is:

<u>Name</u>	
Michael Molaei, MD	100%

Dr. Molaei, a practicing physician, is the current owner/operator of Parkmed NYC.

Staff from the Division of Certification & Surveillance reviewed the disclosure information submitted regarding licenses held, formal education, training in pertinent health and/or related areas, employment history, a record of legal actions, and a disclosure of the applicant's ownership interest in other health care facilities. Licensed individuals were checked against the Office of Medicaid Management, the Office of Professional Medical Conduct, and the Education Department databases as well as the US Department of Health and Human Services Office of the Inspector General Medicare exclusion database.

Dr. Molaei disclosed [REDACTED] settled and [REDACTED] pending malpractice cases.

Recommendation

Based on the information reviewed, staff found nothing that would reflect adversely upon the applicant's character and competence or standing in the community.

From a programmatic perspective, approval is recommended contingent upon:

1. Submission of an executed transfer and affiliation agreement, acceptable to the Department, with a local acute care hospital. [HSP]

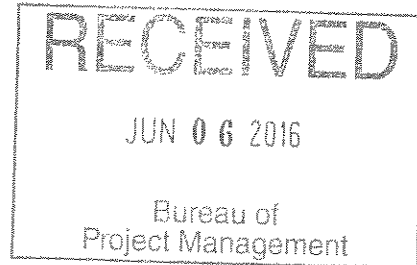
And Conditional Upon:

1. The staff of the facility must be separate and distinct from staff of other entities.
2. The signage must clearly denote the facility is separate and distinct from other adjacent entities.
3. The entrance to the facility must not disrupt any other entity's clinical program space.
4. The clinical space must be used exclusively for the approved purpose.



EXCELLENCE IN WOMEN'S HEALTHCARE

April 20, 2016



Ms. Barbara DelCogliano, Director

Bureau of Project Management

New York State Department of Health

Room 1842 Corning Tower, ESP

Albany, NY 12237

RE: 132011 Parkmed NYC LLC

Dear Ms. DelCogliano:

Our Certificate of Need application has been approved and we are currently working with MARO on our pre-operational activities. Through our discussions we will no longer require the certificate of diagnostic radiology for our license. This letter will serve as formal notification to withdraw this service from our application.

If you have any questions please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Molaei', written in a cursive style.

Michael Molaei, MD

NEW YORK
state department of
HEALTH

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

Sue Kelly
Executive Deputy Commissioner

September 2, 2014

Ms. Ann M Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

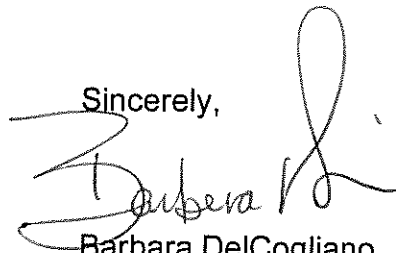
Re: 132011-B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic and
treatment center to be located at 800
Second Avenue, New York

Dear Ms. Gormley:

I am in receipt your letter dated August 26, 2014, requesting an extension of your completion construction date for the above referenced project. Your request is approved, the new completion of construction date is December 31, 2014.

If you have any further questions on this matter please contact Mark Ciotti at (518) 402-0911.

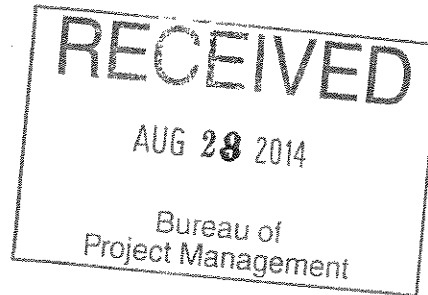
Sincerely,



Barbara DelCogliano
Director
Bureau of Project Management

August 26, 2014

Ms. Barbara DelCogliano, Director
Bureau of Project Management
NYS Department of Health
Empire State Plaza
Corning Tower, Room 1842
Albany, NY 12237



RE: #132011B Parkmed NYC, LLC

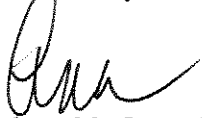
Dear Ms. DelCogliano:

The above-mentioned project was approved conditional upon completing construction by September 30, 2014. We respectfully request that this date be extended to December 31, 2014.

Attached is a completed Construction Start Confirmation form. Please advise us if there is any further action required to approve the commencement of construction and the extension of the completion date.

We appreciate your assistance in this matter.

Sincerely,



Ann M. Gormley
Consultant

New York State Department of Health
Division of Health Facility Planning

CONSTRUCTION START CONFIRMATION

Please complete the following information and return this form to:

Bureau of Project Management
New York State Department of Health
ESP - Corning Tower - Room 1842
Albany, New York 12237

CON Project Number: 132011B County: New York

Facility Name: Parkmed NYC, LLC

Project Description: Renovation of facility to meet Article 28 D+TC regulations

Construction Start Date: September 1, 2014

Percent Complete to Date (if any): 0 %

Anticipated Completion Date: 12/31/2014

Name: Michael Molaei Title: MD, President

Signature:  Date: 8/26/2014

PHHPC

PUBLIC HEALTH AND HEALTH PLANNING COUNCIL

Empire State Plaza, Corning Tower, Room 1805
Albany, New York 12237

(518) 402-0964
PHHPC@health.state.ny.us

June 20, 2014

Ms. Ann M Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: Application No. 132011 B Parkmed NYC, LLC (New York County)

Dear Ms. Gormley:

I HEREBY CERTIFY THAT AFTER INQUIRY and investigation, the application of Parkmed NYC, LLC is APPROVED, the contingencies having now been fulfilled satisfactorily. The Public Health and Health Planning Council considered this application and imposed the contingencies at its meeting of December 12, 2013. You are expected to comply with the conditions listed on the December 30, 2013 letter from Karen Westervelt.

Public Health and Health Planning Council approval is not to be construed as approval of property costs or the lease submitted in support of the application. Such approval is not to be construed as an assurance or recommendation that property costs or lease amounts as specified in the application will be reimbursable under third party payor reimbursement guidelines.

To complete the requirements for certification approval, please contact the Metropolitan Area/Regional Office of the New York State Office of Health Systems Management, 90 Church Street, New York, New York 10007 or (212) 417-5990, within 30 days of receipt of this letter.

Sincerely,

Colleen M. Leonard
Colleen M. Leonard
Executive Secretary

/cl

NEW YORK
state department of
HEALTH

Howard A. Zucker, M.D., J.D.
Acting Commissioner of Health

Sue Kelly
Executive Deputy Commissioner

June 10, 2014

Ms. Ann M. Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

Re: 132011 - B
Parkmed NYC, LLC
(New York County)
Establish and construct a diagnostic
and treatment center to be located at
800 Second Avenue, New York
Total Project Cost: \$482,646

Dear Ms. Gormley:

The Department of Health has reviewed the documentation addressing the contingencies that were related to the proposed approval of the above project. As of this date, all contingencies on this project have been satisfied.

Upon completion of all drawing review submission(s) required by the Bureau of Architectural and Engineering Facility Planning as described in your CON approval letter, you may begin construction. At the time that construction begins, please complete the enclosed form and return it to the Bureau of Project Management.

It is understood that the commencement of construction is your acknowledgment that project costs do not exceed approved project costs as indicated above. Additional costs will not be eligible for reimbursement without the prior approval of the Department.

Per 710.9 you must notify the appropriate Regional Office at least two months in advance of the anticipated completion of construction date, so that the pre-opening survey can be scheduled. Failure to provide such notice may result in delays affecting both the pre-opening survey and authorization by the Department to commence occupancy and/or operations.

If you have any questions regarding this letter, please contact the Bureau of Project Management at 518-402-0911, New York State Department of Health, Division of Health Facility Planning, Room 1842, Corning Tower, Empire State Plaza, Albany, New York 12237.

Sincerely,



Charles P. Abel
Acting Director
Center for Health Care Facility Planning,
Licensure and Finance

Enclosure

CONSTRUCTION START CONFIRMATION

Please complete the following information and return this form to:

Bureau of Project Management
New York State Department of Health
ESP - Corning Tower - Room 1842
Albany, New York 12237

CON Project Number: _____ County: _____

Facility
Name: _____

Project
Description: _____

Construction Start Date: _____

Percent Complete to Date (if any): _____ %

Anticipated Completion Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

REQUEST FOR CREATION OF AN ALL CONTINGENCIES SATISFIED
LETTER
INSTRUCTING THE APPLICANT TO SUBMIT A
CONSTRUCTION START CONFIRMATION

BPM\Contingencies\ACSMustSubmitCSC.doc

Re:

132011
Parkmed NYC LLC

Total Project Cost: \$482,646

Dear:

The Department of Health has reviewed the documentation addressing the contingencies that were related to the proposed approval of the above project. As of this date, all contingencies on this project have been satisfied.

Upon completion of all drawing review submission(s) required by the Bureau of Architectural and Engineering Facility Planning as described in your CON approval letter, you may begin construction. At the time that construction begins, please complete the enclosed form and return it to the Bureau of Project Management.

It is understood that the commencement of construction is your acknowledgment that project costs do not exceed approved project costs as indicated above. Additional costs will not be eligible for reimbursement without the prior approval of the Department.

Per 710.9 you must notify the appropriate Regional Office at least two months in advance of the anticipated completion of construction date, so that the pre-opening survey can be scheduled. Failure to provide such notice may result in delays affecting both the pre-opening survey and authorization by the Department to commence occupancy and/or operations.

If you have any questions regarding this letter, please contact the Bureau of Project Management at 518-402-0911.

Sincerely,

CPA

Thomas M. Jung, R.A.
Acting Director

Division of Health Facility Planning

Enclosure

187 East Market Street 845 876 82
Suite 180 845 876 81
Rhinebeck NY12572 optimusarc

Cathy 6/9/14

nittal

From

Henry

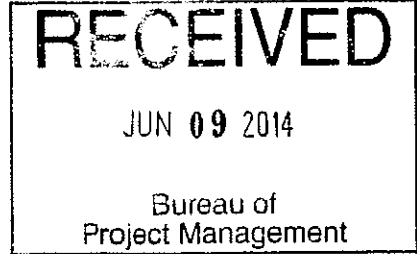
*For Contingency # 5
"Satisfied"*

Date 06/06/14 Job Number _____
Project Parkmed NYC
To Henry Joseph, Program Research Sp
Copy _____
From David Souers
Mode of delivery Fed Ex



Contents Copy of letter Drawings Change order Prints Specifications
 Submittals Other CD of Final Construction Documents (For DOH)

Copies	Date	Numbers	Description
1	05/20/14	CON# 132011 B	CD Containing Final Construction Documents for DOH Submission.
1	05/20/14	CON# 132011 B	Original letter, stamped and signed.



Remarks

Henry,

Please see the enclosed Letter and CD containing the Final Construction Documents for Parkmed NYC, LLC CON# 132011 B.

If you have any questions let us know.

Thank You,
David Souers

March 28, 2014

Ms. Barbara DeICogliano, Director
Bureau of Project Management
Division of Health Facility Planning
Office of Health Systems Management
New York State Department of Health
Empire State Plaza, Corning Tower, Room 1842
Albany, NY 12237

RE: CON#132011B-Parkmed NYC, LLC

Dear Ms. DeICogliano:

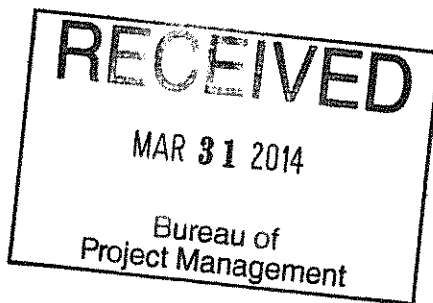
Enclosed is a disk containing the final drawings in accordance with the State Hospital Code and Guidelines DSG-01. All other contingency documentation was previously submitted in January.

Please contact me as soon as possible if any further information is required. We appreciate your assistance in finalizing this application.

Sincerely,



Ann M. Gormley
Consultant



84504

Parkmed NYC, LLC
CON#132011

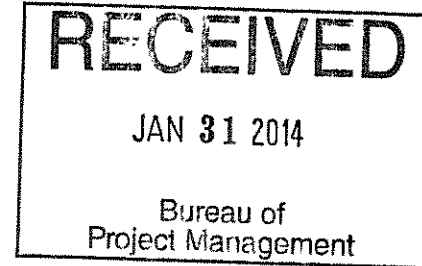
Department of Health Contingencies

	CONTINGENCY	RESPONSE
1.	Submission of check to NYSDOH for the amount enumerated in the approval letter.	Previously submitted
2.	Submission of the executed transfer and affiliation agreement with a local acute care hospital.	Previously submitted
3.	Submission of an executed building lease.	Previously submitted
4.	Submission of Articles of Organization	Previously submitted
5.	Submission of State Hospital Code Drawings, acceptable to the Department, as described in BAEFP Drawing Submission Guidelines DSG-01.	Attached on a CD

17940 - \$2,629

January 29, 2014

Ms. Barbara DelCogliano, Director
Bureau of Project Management
Division of Health Facility Planning
Office of Health Systems Management
New York State Department of Health
Empire State Plaza, Corning Tower, Room 1842
Albany, NY 12237




RE: CON#132011B-Parkmed NYC, LLC

Dear Ms. DelCogliano:

Enclosed is a certified check for \$2,629 and four copies of the documentation that addresses the contingencies for the above mentioned application.

Please contact me as soon as possible if any further information is required. We appreciate your assistance in finalizing this application.

Sincerely,


Ann M. Gormley
Consultant

Parkmed NYC, LLC
CON#132011

Department of Health Contingencies

	CONTINGENCY	RESPONSE
1.	Submission of check to NYSDOH for the amount enumerated in the approval letter.	Check for \$2,629 is enclosed.
2.	Submission of the executed transfer and affiliation agreement with a local acute care hospital.	Attachment 1
3.	Submission of an executed building lease.	Attachment 2
4.	Submission of Articles of Organization	Attachment 3
5.	Submission of State Hospital Code Drawings, acceptable to the Department, as described in BAEFP Drawing Submission Guidelines DSG-01.	Attachment 4



Agreement for Back-Up Medical Services

MODIFICATIONS TO THIS FORM ARE NOT BINDING ON THE FACILITY WITHOUT THE WRITTEN APPROVAL OF THE OFFICE OF LEGAL AFFAIRS FOR THE NEW YORK CITY HEALTH AND HOSPITALS CORPORATION.

AGREEMENT made this 17th day of January, 20 14 by and between _____

Bellevue Hospital Center

(the "Facility"), located at 462 First Avenue, New York, NY 10016

and Parkmed Physicians

(the "Referring Party"), located at 800 Second Avenue, 6th Floor, New York, NY 10017

WITNESSETH

WHEREAS, the Facility provides health services to the people of its community; and

WHEREAS, the parties wish to enter into an agreement whereby the Facility shall be available as a back-up medical resource and provide the following services to patients referred by the Referring Party in cases where it is beyond the scope of the Referring Party to provide such services: _____

All medical services provided by Bellevue Hospital Center

NOW, THEREFORE, it is agreed:

FIRST: TERM OF AGREEMENT

This Agreement, when executed by the Executive Director or Administrator of the Facility (the "Executive Director" or "Administrator") and a duly authorized representative of the Referring Party, shall be effective as of the above date and shall continue in effect until terminated by either party. Either party may terminate this Agreement with or without cause upon thirty days written notice to the other by certified mail, return receipt requested. If either party shall have its license to operate revoked or suspended or fail to maintain adequate liability insurance coverage, then, in that event, this Agreement shall immediately be terminated.

SECOND: ADMISSION TO THE FACILITY

The Referring Party may refer patients requiring the services specified above, to the Facility, in cases where it is beyond the scope of the Referring Party to provide such services. Such patients will be admitted to the Facility if beds are available, and if the Facility agrees that hospitalization is required. Such admission shall be in accordance with the Facility's standard admission practices, rules and regulations.

THIRD: REFERRAL AND TRANSFER OF PATIENTS

A. When necessary, there shall be a timely referral and transfer of patients from the Referring Party to the Facility whenever deemed 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, or, in the case of a certified home health agency, by the physician who will become responsible for the medical care when such patient or resident is to receive services from the certified home health agency. No patient shall be transferred from the Referring Party to the Facility unless the appropriate administrative officer at the Referring Party has contacted his or her appropriate administrative counterpart at the Facility to determine that the Facility has the services available. Each party shall designate one person or department to act as its representative in arranging for the referral and transfer of patients pursuant to this Agreement, and communicate such information to the other.

B. Where it becomes necessary to transfer a patient from one party to another, the transferring institution shall simultaneously, with the transfer of such patient, 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, on a standard form acceptable to both parties, showing the various items received. Such receipt shall be made available to the patient and shall indicate where such personal items 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.

C. Where the patient is being transferred from the Referring Party to the Facility for admission, the Referring Party shall:

1. Notify the Facility as far in advance as possible of the estimated date of the patient's transfer.
2. Provide for appropriate safe transportation of the patient, at the Referring Party's expense.
3. Provide for best possible care of patients during such transfer.
4. Send, on a standard form, all medical and other information and records the Facility may deem necessary in order to continue the patient's treatment, such as: (a) current medical findings, (b) provisional diagnosis, (c) a brief summary of the course of treatment followed by the Referring Party, (d) the Referring Party's physician's recommendations and questions, (e) any prescribed or other medication taken by the patient, (f) copies of all x-rays taken and results of all relevant patient's laboratory tests in the Referring Party's possession, (g) information as to how the patient's physician may be contacted, (h) the patient's financial status and billing information and (i) the patient's mental diagnosis. The Referring Party shall not refer to the Facility patients who refuse, or whose legal representatives refuse, to give consent to release such records.
5. In the event of an emergency situation where the patient's condition is life-threatening or he or she is in danger of irreparable harm, the medical information requirement set forth herein shall be suspended and substituted for a telephone call from the patient's physician to the appropriate Facility physician; however, such information must be forwarded to the Facility within a reasonable time, which under no circumstances shall exceed two business days.
6. Obtain the prior written consent for such transfer from the patient or his or her legal representative, if the patient is unable to so consent, and forward to the Facility a copy of such consent.

D. When any patient is at one of the parties or being transported by one of the parties, the other party shall not have any responsibility with respect to such patient.

FOURTH: OTHER RESPONSIBILITIES OF THE REFERRING PARTY

The Referring Party further agrees to:

1. Obtain and maintain all necessary approvals and licenses for its operation, and as required by law for all staff employed by the Referring Party, including, but not limited to, obtaining the required approvals and licenses from appropriate Federal, New York State and City authorities.
2. Conform all its medical policies, procedures and related aspects, including medical staff appointments, to all Facility rules and regulations, and the Health Code of the City of New York and appropriate regulations and recommendations promulgated by the Federal, New York State and City authorities.
3. Refer patients only accordance with Facility procedures and protocols, incorporated herein by reference.

FIFTH: RESPONSIBILITIES OF THE FACILITY

The Facility shall:

1. Serve as a back-up medical resource and provide the services specified on page one, to patients who have been referred to the Facility by the Referring Party. In addition, if requested by the Referring Party, the Facility shall provide its full range of in-patient or out-patient medical care subject to the availability of bed space and other facilities. All specialty services available on an outpatient basis shall be available to such patients. Patients referred by the Referring Party to a specialty clinic for consultation will be seen by physicians of the Facility staff designated in each clinic to perform this service.

2. Provide the full scope of emergency services as determined to be necessary by the Facility physician in charge to patients referred hereunder on a 24 hours-a-day basis, seven days a week, subject to the availability of beds and other space and facilities. Such services include emergency medical, surgical, dental, x-ray, laboratory and pharmaceutical services that might be deemed necessary by a physician duly licensed to practice medicine in the State of New York. The Referring Party, in emergency cases, will present the patient immediately at the Facility's Emergency Room entrance, escorted by staff of the Referring Party, who will remain with the patient, if necessary, throughout the course of his or her diagnosis and treatment.

3. Assume full authority over and responsibility for the medical treatment of any patient placed under the care of the Facility pursuant to this Agreement.

4. The Facility shall provide the Referring Party, at appropriate charges, with a medical records abstract for referred patients as requested by the Referring Party, and copies of all laboratory, x-ray and other examinations performed in the course of any clinic consultation, provided that a signed patient release form is on file authorizing release of such information to the Referring Party.

SIXTH: REGISTRATION OF PATIENTS; PATIENT DISCHARGE

All patients referred for treatment hereunder will be registered as Facility patients and will be issued a Facility number and card for purposes of identification. After Facility medical services have been completed, the Facility shall refer such patients back to the Referring Party. Upon discharge from the Facility, Facility personnel shall request that each patient sign a release for medical records authorizing the Facility to forward a discharge summary note to the Referring Party within 30 days after a discharge. A signed release shall be a prerequisite for providing the Referring Party with a discharge summary note, including the following information: (a) admission date, (b) discharge date, (c) admission diagnosis, (d) discharge diagnosis, (e) operative procedures, (f) Facility course of treatment, (g) discharge medications, and (h) recommendations for post-discharge care.

SEVENTH: PAYMENT FOR SERVICES

The Facility may, at its option, endeavor to collect charges either from the individual referred by the Referring Party or from appropriate third-party sources. Nothing in this Agreement shall be interpreted to confer responsibility upon either party to pay the other party for services rendered to a patient transferred by virtue of this Agreement, except to the extent that such liability would exist separate and apart from this Agreement. The Referring Party will provide the Facility with all pertinent financial information relevant to each patient referred to the Facility. Such financial summary shall include, but shall not be limited to, the patient's eligibility for Medicaid or Medicare, or the patient's possession of a Medicaid or Medicare card, and other hospital/medical benefits.

EIGHTH: LEGAL LIABILITY; INSURANCE

The Referring Party agrees to release, defend, indemnify and hold harmless the New York City Health and Hospitals Corporation ("HHC"), the Facility, New York City, and their directors, officers, employees, and agents from and against any and all claims, liabilities, penalties, damages, costs and expenses arising out of bodily injuries of any nature, including death, or damage or loss to property based upon:

1. Alleged acts or actions occurring at the Referring Party's facilities, and
2. Alleged acts or actions by employees of the Referring Party wherever they may occur.

If a patient brings a claim or negligence action against the Referring Party, the Referring Party agrees to waive any claim it may have against the Facility, HHC, their physicians, directors, officers, employees or agents for negligent aggravation of the patient's condition.

The Referring Party shall have sufficient liability insurance coverage in force in the event of any action by any third party based upon the negligence or misfeasance or nonfeasance of the Referring Party or its employees or agents. The Facility shall have the right to inspect, upon demand, any documents relating to the Referring Party's insurance coverage.

NINTH: PUBLICITY

Neither party may use the name of the other party in any promotional or advertising material without the written approval of the party whose name is to be used.

TENTH EMPLOYEES

All persons, including physicians, independent contractors and employees working for the Referring Party shall in no event and under any circumstances become or be considered employees or agents of the Facility, and the Referring Party shall be solely responsible for the safety and protection of all its employees. Furthermore, the Referring Party will have full administrative and management control and financial responsibility for its operation.

ELEVENTH: NO EXCLUSIVITY; COMPLIANCE WITH LAW

Nothing in this Agreement shall:

1. Prevent or limit the right of either party to affiliate or contract with any other hospital institution on either a limited or general basis, while this Agreement is in effect.
2. Limit the patient's right to select a medical facility of his or her own choice.
3. Relieve a party of its responsibility for (a) planning, coordinating and ensuring the quality of all services provided; (b) ensuring adherence to the plan of care established for patients; and (c) ensuring that all services provided by such party pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations.

TWELFTH: GENERAL CONTRACT PROVISIONS

A. This Agreement may be modified or amended by the parties only in writing, signed by the Executive Director or Administrator, an authorized representative for the Referring Party and the Vice President for Legal Affairs for the New York City Health and Hospitals Corporation ("HHC"). No modification or amendment to this form HHC 1320 shall be enforceable against HHC or the Facility until it is signed by HHC's Vice President for Legal Affairs.

B. No member of the staff of the Facility shall receive or accept remuneration from the Referring Party or its patients for medical or supportive services rendered at the Facility.

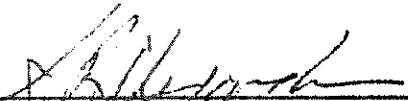
C. The parties shall maintain their independence and separate identities, each having exclusive control of its management, assets and affairs. Neither party shall, by virtue of this Agreement, assume any liability or obligation of the other party.

THIRTEENTH: DISCRIMINATION PROHIBITED

The Referring Party shall not unlawfully discriminate with regard to race, creed, religion, color, national origin, citizenship status, sex, age, sexual orientation or affectional preference, as prohibited by New York State, New York City and Federal laws. In addition, the Referring Party shall abide by Mayor's Executive Order 50, dated April 25, 1980, as amended, prohibiting such discrimination in employment matters.

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

Name of Facility: Bellevue Hospital Center

By: 
(Executive Director or Administrator)

Date: 1-24-14

Name of Referring Party: Parkmed Physicians

By: 
(Authorized Representative)

Name of Signatory: MICHAEL MOLAEI, MD

Title: PRESIDENT

Date: 1-17-2014

Approved as to Form:

HHC Senior Vice President/General Counsel-Legal Affairs
(Required only if modifications are made to this form.)

Agreement of Lease

Agreement of Lease, made as of this 20th day of November, 2013, between

Good Care Medical, PC having an address at 800 Second Avenue, 6th Floor, New York, NY 10017, party of the first part, hereinafter, referred to as "OWNER" or "LANDLORD", and Parkmed NYC, LLC a Diagnostic and Treatment Center having an address at 800 Second Avenue, 6th Floor, New York, NY 10017, party of the second part, hereinafter, referred to as "TENANT",

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Unit #605 (as depicted in Schedule B) consisting of 7,850 square feet of which 4,944 are usable space for the proposed Diagnostic and Treatment Center at a rate of \$47.54 per square foot in the building known as and located at 800 Second Avenue, New York, NY 10017 in the borough of Manhattan, City of New York, for the term of ten (10) years and (0) zero months (or until such term shall sooner cease and expire as hereinafter provided) with the option of a renewable lease for ten (10) years.

To commence on the later of 1st day of January 2014, and the date Tenant receives final State of New York approval to operate a diagnostic and treatment center on the demised premises, and to end on the 1st day of January year of 2024 and Owner further leases to Tenant and Tenant further hires from Owner THE EASTERLY PORTION OF UNIT #610 (as depicted in Schedule B) consisting of 803 square feet of which 587 are usable space in the building known as and located at 800 Second Avenue, New York, NY 10017 for a term of ten (10) years and (0) zero months and (0) zero days (or until such term shall sooner cease and expire as hereinafter provided) commencing the 1st day of January, year of 2014 and to end on the 1st day of January, year of 2024, both dates inclusive, at an annual fixed Minimum Rent of:

See Attached Schedule A

with the option of a renewable lease for ten (10) years. Which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal, in which case the Tenant shall pay the first monthly installment on the execution hereof).

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. **Rent** Tenant shall pay the rent as above and hereinafter provided.
2. **Occupancy** Tenant intends and shall use and occupy the demised premises for the purpose of

General offices and Professional offices for the practice of medicine and surgery and related healthcare specialties including, but not limited to Obstetrics and Gynecology and the operation of a diagnostic and treatment center approved by the State of New York under Article 28 of the New York Public Health Law. The Landlord makes no representation concerning the suitability of the space for the purposes intended. The tenant shall hold the Landlord harmless from any claims resulting and/or arising from Tenant's use of the space including claims owing to the current or future condition of the premises. The Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

3. Alterations: Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this Article, Tenant at Tenant's expense may make alterations, installations, additions or improvements, which are non-structural and which do not affect utility services or plumbing and electrical lines in or to the interior of the demised premises by using contractors or mechanics first approved in writing by Owner, which approval may be withheld by Owner for any reason whatsoever, in Owner's absolute discretion. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approval and certificates to Owner, and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as owner may require, but in no less an amount than \$2,000,000.00. If any mechanics lien or lis pendens is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, or for any other reason, whether or not done pursuant to this Article, the same shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by filing the bond required by law, or by doing any other thing or making any payment necessary for the removal of the lien. All fixtures and all paneling, partitions, railing and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights and thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenants removal of trade fixtures, removable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant by the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

4. Repairs: If Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations and good appearance and shall cause the same to be operated in a good and workman like manner and shall make all repairs thereto necessary to keep same and good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Such permission by Owner, if at all, must be in writing, and may be withheld for any reason whatsoever in Owner's absolute discretion. Tenant shall, throughout the term of this lease take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, at its sole cost and expense, make all repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from elements, fire or other casualty excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of the Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. The provisions of this article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

5. Window Cleaning: Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

6. Requirements of Law, Fire Insurance: Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out

of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate(s) for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

7. Subordination: This lease is subject and subordinate to all ground or underlying leases and to all mortgages, liens and security interests which may now or hereafter affect such leases, rentals or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request, and the failure to do so shall constitute a material breach of this lease agreement, permitting Owner to evict Tenant.

8. Tenant's Liability Insurance Property Loss, Damage, Indemnity: Owner or its agent shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi-public work. Tenant agrees, at Tenant's sole cost and expense, to maintain comprehensive general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner, but not less than two million dollars (\$2,000,000.00). Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall defend, indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, actions, proceedings, suits, costs and expenses, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by legal counsel approved by Owner in writing, such approval to be given at the absolute discretion of Owner.

9. Destruction, Fire and Other Casualty: (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate written notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged and rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged and rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations

under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

10. Eminent Domain: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting and Tenant shall have no claim for the value of any unexpired term of said lease.

11. Assignment, Mortgage, Etc.: This Lease or the interest of Tenant in this Lease shall not be sold, assigned or otherwise transferred, whether by operation of law or otherwise transferred, whether by operation of law or otherwise, and none of the issued or outstanding capital stock of any corporation and/or any interest of any members of a limited liability corporation which directly or indirectly is Tenant under this Lease and/or any interest of any general partner of any partnership that is Tenant under this Lease shall be sold, assigned or transferred, nor shall additional stock in any such corporation be issued, so as to result in a change of the stock ownership of such corporation as held by shareholders thereof on the date when such corporation became Tenant under this Lease pursuant to the terms hereof, nor shall any interest of any member in a limited liability corporation or any interest in any general partner's interest be changed, sold, assigned or transferred, nor shall Tenant sublet and/or underlet any or all portion of the demised premises or otherwise, without the prior written consent of Landlord in each case provided that, notwithstanding the foregoing, Michael M. Molaei, MD, the current owner of all the units of Tenant, may, without Landlord's consent, transfer in Parkmed NYC, LLC to another person or entity so long as Dr. Molaei remains an owner of some units of Tenant. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance, such consent to be in writing and to be given, if at all, in Owner's absolute discretion. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

12. Electric Current: Rates and conditions in respect to sub metering or rent inclusion, as the case may be, are contained in the RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

13. Access to Premises: The Landlord acknowledges that his rights of reentry into the premises set forth in this lease do not confer on him the authority to operate a Diagnostic and Treatment Center as defined in article 28 of the Public Health Law on the premises and agrees that he will give the New York State Department of Health, Tower Building, Empire State Plaza, Albany, NY 12237, notification by certified mail of his intent to reenter the premises or to initiate dispossess proceedings or that the lease is due to expire, at least 30 days prior to the date on which the Landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease. Upon receipt of notice from the Landlord of his intent to exercise his right of reentry or upon the service of process in dispossess proceedings and 60 days prior to the expiration of the lease, the Tenant shall immediately notify by certified mail the New York State Department of Health, Tower Building, Empire State Plaza, Albany, NY 12237, of the receipt of such notice or service of such process or that the lease is about to expire. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner

may elect to perform, at its sole and absolute discretion, in the premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are within the walls, Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgages of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notice "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

14. Vault, Vault Space, Area: No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

15. Occupancy: Tenant will not at any time use or occupy the demised premises in violation of Article 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them "as is". In any event, Owner makes no representation as to the condition of the building or of the demised premises, or of its suitability for Tenant's intended use, and Tenant agrees to accept the same subject to violations whether or not of record.

16. Bankruptcy: (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be canceled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of anyone or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by the Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

17. Default: (1) If Tenant defaults in fulfilling any of the covenants of this lease including but not limiting to the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be

issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Titled II of the U. S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in anyone or more of such events, upon Owner serving a written five (5) days' notice of default upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written three (3) days notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant, its subtenants and all other occupants by summary proceeding, force or otherwise, and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(3) If Tenant shall be in default of payment of rent or additional rent, Landlord may either serve the notice of default and notice of cancellation pursuant to Article 17 (1) herein and dispossess Tenant by a holdover summary proceeding, or in the alternative and at Landlord's own choosing serve a three day rent demand notice pursuant to Real Property Action and Proceeding Law Section 711 and/or other relevant provision of law and dispossess Tenant by a nonpayment summary proceeding.

18. Remedies of Owner and Waiver of Redemption: In case of any such default, reentry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such reentry, dispossession and/or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term of terms which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses of Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental (which owner may, at Owner's option, make such alterations, repairs, replacements, and/or decorations) shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

19. Fees and Expenses: If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any attorney's fees, in instituting, prosecuting or defending any actions or proceedings, such sums so paid or obligation incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable against Tenant by Owner as damages.

20. No Representations by Owner: Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

21. End of Term: Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, vacant and broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

22. Quiet Enjoyment: Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

23. Failure to Give Possession: If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building or part of a building being constructed, and such building or part thereof has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy, if permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

24. No Waiver: The failure of Owner to seek redress for violation of: or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall not be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

25. Waiver of Trial by Jury: It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

26. **Inability to Perform:** This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is denied in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or when, in the judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

27. **Bills and Notices:** Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

28. **Water Charges:** If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge), Tenant shall at its expense install a water meter measuring Tenant's water consumption at the premises. If Tenant fails to install such meter, Owner may install a water meter and thereby measure Tenant's water consumption for all purposes and Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof. Throughout the duration of Tenant's occupancy, Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay to the Owner for water consumed, as shown on said meter as and when bills are rendered. Tenant covenants and agrees to pay to the Owner the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner shall be payable by Tenant as additional rent. If the building or the demised premises or any part thereof be supplied with water through a meter which water is also supplied to other premises, then until such time a meter measuring exclusively Tenant's water and sewer consumption for the demised premises is installed, Tenant shall pay to Owner as additional rent, on the first day of each month, 100% of the total meter charges, as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner herein above or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

29. **Sprinklers:** Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent one-half of the cost of the required work.

30. **Cleaning:** Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction to Owner. Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt, and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such rubbish shall be pursuant to rules and regulations put forth by Owner as in the judgment of Owner, are necessary for the proper operation of the building.

31. **Security:** Upon signing of this Lease, Tenant shall deposit with Owner the sum of \$ 68,560.60 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to

expended by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Security shall be placed in a non-interest bearing co-mingled account.

32. **Captions:** The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease not the intent of any provision thereof.

33. **Definitions:** The term "Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said land or building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreements between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 30 hereof), Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to H.V.A.C. service.

34. **Adjacent Excavation-Shoring:** If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

35. **Rules and Regulations:** Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations as Owner or Owner's agents may from time to time adopt and change. Notice of any additional Rules or Regulations shall be given in such manner as Owner may elect.

36. **Glass:** Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

37. Pornographic Uses Prohibited: Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene pornographic purposes or any sort of commercial sex establishment. This Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law Section 235.00.

38. Estoppel Certificates : Tenant, at any time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same full force and effect as modified and stating the modifications), stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each default. The failure to provide such statement timely shall constitute a default under this lease.

39. No Interference of Landlord's business and residence: Tenant shall not interfere with the business of Landlord or any business owned by Landlord's principal or disturb any residence occupied by Landlord's principal or family members of Landlord's principal by picketing, approaching, accosting, initiating communications with, distributing communications (orally or in writing) to, or otherwise disturbing visitors, customers, clients, and passerby at, in or near Landlord's business, Landlord's buildings, or any business owned by Landlord's principal, for the purpose of discouraging customers, clients, passerby from patronizing, visiting, or disturbing the business of Landlord, or any business owned by Landlord's principal, or any residence owned by Landlord's principal or family members of Landlord's principal. Tenant shall not publish in writing or orally make disparaging statements about the Landlord, Landlord's principal or the family member of Landlord's principal or the family member of Landlord's principal for the purpose of discouraging customers, clients and passerby from patronizing, visiting, or disturbing the business of Landlord, or any business owned by Landlord's principal, or any residence owned by Landlord's principal or family members of Landlord's principal. Tenant shall not engage in any act of economic coercion against the Landlord for the purpose of negotiating the terms within the lease or any renewal or extension thereof, or for the purpose of obtaining a new Lease from the Landlord. In the event Tenant shall be in violation of the within provision, Tenant agrees that Landlord, Landlord's principal and the family member of Landlord's principal are entitled to a temporary restraining order, a preliminary and permanent injunction from the court of appropriate jurisdiction enjoining Tenant from engaging in such activities.

40. Successors and Assigns: The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.


41. Lease language: This lease is the result of extensive negotiations between the Owner and Tenant and each party has been advised by counsel of his respective rights and obligations hereunder. It is agreed that both parties shall be deemed to have drawn this Lease in order to avoid any negative interference by any court as against the preparer of this lease and its rider and any related documents. In the event of any ambiguity in the languages of this Lease, such ambiguity shall not be construed against the preparer of this Lease and shall not be construed against one party over the other party.

In witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

 Xu Chen


Witness for Tenant:

 Heyria Ablana

Landlord
Good Care Medical, PC


By: Jing Deng, MD President

Tenant: Parkmed NYC, LLC


By: Michael Molaei, MD President

RIDER TO AGREEMENT DATE THE ____ TH DAY OF _____, 20 ____

BETWEEN GOOD CARE MEDICAL PC, AS LANDLORD AND PARKMED NYC, LLC AS TENANT

42. Public Liability Insurance: Tenant, at its expense, shall maintain at all times during the term of this lease and at all times when Tenant is in possession of the demised premises (i) public liability insurance in respect of the demised premises and the conduct or operation of Tenant's business therein, with Owner and its designee, as additional named insured, with a single limit of not less than \$2,000,000.00 for bodily injury or death to any number of persons in any one occurrence, and \$2,000,000.00 in respect to any one incident, and \$2,000,000.00 for property damage to real or personal property, including but not limited to damages arising out of or resulting in any way from, by virtue of, or in connection with the alterations, improvements, repairs, and/or other work performed by or in behalf of Tenant.

Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant shall deliver to Landlord said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies with a rating of "A" from A.M. Best and satisfactory to Landlord and all the policies shall contain a provision whereby at least twenty (20) days prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from the non-payment of premiums. Tenant shall also purchase and annually provide proof of the existence of the fire property and casualty insurance with extended coverage at replacement cost for the existing improvement and equipment and machinery for Tenant's business. Proof of such fire property and casualty insurance (i.e., the renewal policy and paid receipt) shall be presented to Landlord at least thirty (30) days before the expiration of the existing policy. All of the Tenant's insurance policy shall contain a clause which Tenant's insurer will waive its right of subrogation against Landlord.

43. Real Estate Tax:

- A. The term "Unit" shall be defined as the Condominium Unit known as Office Unit #605 in the 800 Second Avenue Condominium, which building is commonly known as and by as the street address, 800 Second Avenue, New York, NY 10017.
- B. The term "Tenant's Proportionate Share" shall mean one hundred (100%) percent.
- C. The term "Base Year" shall mean the fiscal year for period from 2009 to 2010.
- D. The term "Tax Year" shall mean a fiscal or calendar year for which Real Estate Taxes shall be imposed upon or assessed against the Building.
- E. The term "Real Estate Taxes" shall mean the aggregate of the real estate taxes, and frontage charges, assessments or other governmental charges and levies, general and special, ordinary and extraordinary, for seen and unforeseen, of any kind or nature whatsoever (including without limitation assessments including for public improvements or benefits and interest on unpaid installments thereof) which may be levied, assessed or imposed or become liens upon or arise out of the use, occupancy, possession or ownership of the Unit of which the demised premises are a part. Real Estate Taxes shall also include any increase resulting from any additions, improvements or alterations whether or not they benefit the demised premises. The term Real Estate Tax shall not, however, include inheritance, estate, succession, transfer, gift, franchise or profit tax imposed upon Landlord provided, however, that if any time during the terms of this lease the methods of taxation prevailing at the commencement at the terms of this Lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxed now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on the rent received from the building and/or Unit; (ii) a license fee measured by the rents received by the Landlord from the building and/or Unit or (iii) a tax or license imposed by the Landlord which is otherwise measured by or based on whole or in part upon the building and/or Unit or any portion thereof, then such tax or the fee shall be included in the computation of taxes, computed as if the amount of such tax or fee so payable for that part due if the building and/or Unit were the only property of Landlord subject thereto. If Landlord

shall incur any expenses including, but not limited to, attorneys' fees and disbursements in connection with the Landlord's endeavor to reduce or prevent any increase in the assessed valuation, Tenant shall be obligated to pay, as additional rent, Tenant's Proportionate Share of such expenses within Ten days after demand therefor by Landlord. Tenant's Proportionate Share of expense will not exceed Tenant's Proportionate Share of savings resulted from the tax reduction.

F. During the entire duration of this Lease, Tenant agrees to pay to Landlord as additional rent a sum equal to Tenant's Proportionate Share of the amount of increase in the Real Estate Taxes imposed on the Unit of #605 and used portion of #610 in any Tax Year during each and every year of this lease or any extension thereof. Said additional rent shall be paid on demand by Landlord. Photostatic copies of tax bills rendered by the City of New York to Landlord or its Mortgage or Agent or photostatic copies of the tax statement or record posted on the website of the City of New York shall be conclusive evidence of the amount of Real Estate Taxes fixed and of any increase in Real Estate Taxes, but shall not be a precondition for payment. Tenant agrees that payment for Real Estate Taxes will begin from the commencement date of this Lease.

G. Tenant hereby agrees and stipulates that in any court proceeding or action between Landlord and Tenant, Landlord may introduce photostatic copies of tax bills rendered by the City of New York to Landlord or its Mortgage or Agent or photostatic copies of the tax statement or record posted on the website of the City of New York as the proof and/or evidence of the amount of Real Estate Taxes fixed and of any increase in Real Estate Taxes and the photostatic copies of such documents shall be admitted into evidence in any court trial or hearing.

H. Tenant's obligation pursuant to this Article shall survive the expiration of the termination of this lease.

44. PAYMENT OF RENT AND ADDITIONAL RENT:

A. All payments, other than the annual rental as adjusted from time to time, to be made by Tenant pursuant to this lease shall be deemed additional rent, whether or not specifically so called, and in the event of any nonpayment thereof, then in addition to any other remedy that Landlord is entitled to pursue under the law, Landlord may deem such non-payment as nonpayment of rent and Landlord shall have the right to pursue all remedies under the law for non-payment of rent.

B. It shall not constitute a bar, preclusion or election of remedies against the enforcement of Landlord's rights and remedies under Article 17 of this lease for non-payment of rent or additional rent if the Landlord has already commenced a proceeding or action to recover the rent or additional rent.

C. The Tenant shall not challenge or dispute in any court of this state or in the United States or in any other jurisdiction whatsoever, or in any arbitration, mediation, or other board or panel any amount of additional rent or the computation of any amount of additional rent as contained or prepared on a statement, demand, bill from a governmental agency or proper authority required under this lease without first paying the full amount of said additional rent of the Landlord prior to the commencement of any challenge or dispute to said amount.

D. Tenant covenants and agrees that the monthly installments of annual rental shall be paid by Tenant to Landlord on or before the first day of each month without notice or demand by Landlord. In the event that such installments of annual rental shall not be paid by the fifth (5th) day of each month or any item of additional rent shall not be paid within ten days or the applicable time period following written demand therefor, the Tenant shall pay to the Landlord, as additional rent, a late charge equal to ten (10%) percent of such monthly installment or item of additional rent, and should said payment remain in arrears beyond thirty days, Tenant shall pay interest at the rate of two (2%) percent per month from the date upon which such payment is due.

E. Any payments herein made by the Landlord which are chargeable to Tenant as additional rent, shall be paid by Tenant within three (3) days from the mailing of the notice for additional rent. The Tenant's failure to make said payments within the time specified herein shall be deemed as a default and the Landlord may pursue all remedies provided herein for defaults.

F. If Landlord receives from Tenant any payment less than the sum of the annual rent, additional rent and other payments due ("Partial Payment"), Landlord, in its sole discretion, may allocate such Partial Payment in whole or in part to any other charges or to any combination thereof.

G. If Tenant is in arrears in the payment of rent, additional rent, or other charges, Tenant waives Tenant's rights, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may

apply any payments made by Tenant to any items Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

H. Landlord, at Landlord's option, shall have the right, if Tenant has defaulted in the payment of rent and additional rent, to demand payment of future installments of rent or additional rent by certified, bank or teller's check or by postal money order.

I. Unless Owner shall otherwise expressly agree in writing, acceptance of rental payments or additional rent from anyone other than Tenant shall not relieve Tenant of its obligations under this lease, including the obligation to pay rent or additional rent hereunder. Furthermore, such acceptance of rent or additional rent shall not be deemed to constitute Owner's consent to an assignment of this lease or a subletting or other occupancy of the demised premises by anyone other than Tenant, nor a waiver of any of the Owner's rights or Tenant's obligations under this lease.

J. Should Tenant default in the timely performance of any covenant, term or condition herein contained on Tenant's part to be performed, Landlord, at its option and without thereby waiving such a default, may perform the same for and on account of, and at the expense of the Tenant after three (3) days written notice (except in the event of an emergency, i.e., threat of personal injury and/or damage or destruction of property, when no notice shall be required). Tenant shall pay as an item of additional rent all costs and expenses which Landlord may incur in curing any of Tenant's defaults within three (3) days following delivery of a written demand therefor which costs and expenses shall include, but not be limited to, materials, fees paid to architects, engineers, attorneys, contractors, and subcontractors, fines and penalties.

K. Landlord's failure during the term of this lease to prepare and deliver any statements or bills required to be delivered to Tenant pursuant to the provisions of this lease, or Landlord's failure to make a demand for the payment of any item of additional rent, shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender its rights to collect such additional rent during the terms of this lease. Tenant's liability for the payment of any item of additional rent shall survive the expiration or sooner termination of this lease.

45. CONDITION OF PREMISES:

Tenant acknowledges that it has inspected the demised premises and is familiar with the physical condition of the same and Tenant agrees to accept the demised premises in their "AS IS" physical condition. Landlord shall not be obligated to make any repairs, improvements, or alterations to the demised premises including but not limited to, the repair or replacement of any windows, window panes, plate glass or roof, whether they be structural or not, or any fixtures contained therein whatsoever or to furnish, render or supply any work, labor, services, materials, furniture, equipment or decoration in order to make the demised premises ready or suitable for Tenant's occupancy. The Landlord shall also not be obligated to make any repairs, improvements, or alterations to any plumbing, heating, or electrical lines or pipes servicing, located in or passing through any fixtures or improvements located in the demised premises.

46. GLASS:

Tenant shall be responsible for the maintenance and replacement of all broken glass on the premises and shall promptly replace all broken glass.

47. DEFAULT:

If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Landlord may immediately or at any time thereafter, and without notice, perform the obligation of Tenant thereunder, and if Landlord, whether with or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within three (3) days of rendition of any bill or statement to Tenant therefore, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages.

48. CONDOMINIUM:

Tenant acknowledges the demised Unit is in a Condominium Building. As such, Landlord shall not be responsible for the maintenance or repair of any common areas or areas which are, as defined in the Condominium Declaration, the responsibility of 800 Second Avenue Condominium ("Condominium") nor shall Landlord be liable to Tenant for any damages arising from the failure of the Condominium to maintain or provide service in connection with the common areas or areas which are the responsibility of the Condominium. Tenant's obligations under this Lease shall not be released, excused or in any way effected by the Condominium's failure to perform, maintain or service.

49. FUEL:

Tenant acknowledges that the Condominium and not the Owner provides the heat and air-conditioning to the Unit. If Tenant is not satisfied with the sufficiency of the heating or cooling system at the Premises, Tenant may, at its own cost and subject to the approval of the Condominium and Owner, install heating and cooling units to the demised premises and be responsible for the maintenance and repair of such units. Tenant shall pay 100% of the fuel or energy used to heat and cool the demised premises arising from those units installed by Tenant. Further, Tenant acknowledges that the Condominium only provides basic heating and cooling on weekdays only. If Tenant requires weekend or evening service, Tenant shall pay for same in the amount as billed by the Condominium. If the Condominium bills Landlord for the weekend or evening heat and cooling service, Tenant shall pay same upon demand by Landlord as additional rent.

50. NO LIABILITY ON LANDLORD:

A. To the maximum extent permitted pursuant to Section 5-321 of the General Obligations Law of the State of New York or law of like import now or hereafter in force and effect, Landlord shall not be liable to Tenant for any damages to Tenant's property or injuries to the person of Tenant, its agents, servants, employees, invitees and/or visitors and Tenant hereby releases Landlord from all liability for: damages or injuries caused by or resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow leaking into the building and/or bursting of pipes or other conduits damages and injuries caused by anyone other than the Landlord, its agents, servants or employees and/or any other cause of any nature whatsoever other than those caused by Landlord, its agents, servants or employees.

B. Tenant shall indemnify and save Landlord harmless from and against (i) any and all claims against Landlord of whatever nature arising from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees and/or visitors, including any claims arising from any act, omission or negligence of Tenant, (ii) all claims against Landlord arising from any accident, injury or damage occurring outside of the demised premises, but within or about the lands and buildings where accident, injury or damage result or is claimed to have resulted from an act or omission of Tenant, its contractors, licensees, agents, servants, employees, invitees and/or visitors, including any claim arising from any act, omission or negligence of Tenant, and (iv) any breach, violation or nonperformance of any of the terms, covenants, and conditions contained in this lease on the part of Tenant to be fulfilled, kept, observed and performed. This indemnity and hold harmless covenant shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses (including attorneys' fees and disbursements) of any kind or nature incurred in connection with any such claim or proceeding brought thereon, and the defense thereof by the Landlord. This indemnity and hold harmless covenant shall survive the expiration or the earlier termination of the term of this lease and for any period of time prior to the commencement of the term of this lease during which Tenant was given access to the demised premises.

C. Notwithstanding anything provided in this lease or provided at law or in equity to the contrary, in the event that Tenant shall obtain a monetary judgment against Landlord in any action or proceeding, Tenant shall seek satisfaction of such a judgment only from Landlord's estate and interest in the Condominium Office Unit #605 of which the demised premises form a part (or the proceeds from the sale thereof) and no other property or other assets belonging to Landlord or its directors, officers, partners, principals (disclosed or undisclosed) or employees shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of any such judgment arising from the relationship of Landlord and Tenant hereunder, Tenant's use and occupancy of the demised premises or this lease. If Tenant shall acquire a lien on such other property or assets by judgment or otherwise, Tenant shall promptly release such lien by executing and delivering to Landlord an instrument to such effect prepared by Landlord. Tenant's covenants as contained in this Article shall survive the expiration or the earlier termination of the term of this lease.

51. GOVERNMENT REGULATIONS:

A. In the event the Tenant makes any alterations, decorations, installations, etc., including, but not limited to, Tenant's changes, if any, that do not comply with applicable building regulations, administrative agency, governmental or quasi-governmental agency regulations, or that may result in the imposition of any fines, penalties (civil or criminal) or any monetary awards, costs or fees against Landlord, Tenant shall be liable for any and all costs associated therewith including, but not limited to, attorneys' fees, architects' fees, engineering

fees, penalties, fines, renovation costs, construction costs, consultation and any and all other costs, which shall be deemed additional rent and due upon receipt of Landlord's statement therefor.

B. Tenant's obligation pursuant to this Article shall survive the expiration or the termination of this lease.

52. HOLDOVER:

To the maximum extent permitted by law, Tenant hereby waives any right to continued occupancy of the demised premises after the expiration of the lease imposed by any statute, rule or ordinance. If Tenant by regulatory statute, rule or ordinance is entitled to continued occupancy, and so long as such statute is in effect or applies to Tenant, then Tenant shall be obligated to pay rent on a month-to-month basis at a new base rent calculated by multiplying the base rent in effect on the last day of this lease by the product of 200%-, plus any and all additional rents denominated herein, and the terms herein shall apply to such statutory tenancy to the extent they do not conflict with such statute, rule or ordinance.

53. LIMITATIONS OF ACTIONS:

In the event Landlord shall default in any obligations of this lease, the Tenant's right of action and recovery under the terms of this lease shall be limited to a claim against the real property of which this lease is a part.

54. REPAIR ON SEWERAGE AND PLUMBING:

A. It shall be the responsibility of the Tenant to maintain the sewer line from the premises in good working condition. If, due to Tenant's negligence or intended acts, the sewer line should require repair or replacement, such repair or replacement will be made by the Tenant at his own cost and expense. Should Tenant fail to make such repair or replacement, then in such event the Landlord may do same and charge the cost of same to the Tenant as additional rent due and payable on the 1st day of the month following completion of such repair or replacement.

B. The Tenant shall pay for all repairs for the plumbing in its demised premises.

55. ALTERATION:

Should the Tenant desire to make any changes or alterations or installations in and to the demised premises, it will submit a plan of such proposed changes to the Landlord for its approval. It is understood however, that prior to commencement of the work, all plans shall have all the necessary approvals from the Building Department and the Condominium. Furthermore, it is understood and agreed that any and all work shall be done in conformity with the requirements of all of the bureaus, departments, agencies or insurance organizations having jurisdiction over the work and/or the premises and/or the building of which the demises premises is a part. During any period in which Tenant is making alterations in and to the Premises, Tenant, at its expense, shall procure and maintain additional protection liability and property damage insurance in an amount determined by Landlord, with Landlord and its designee as additional named insured. Tenant shall, prior to or within three (3) days after the commencement of any work, present to Landlord the certificates evidencing that the contractor or contractors performing the work for Tenant have proper and adequate Workmen's Compensation insurance in full force and effect. Tenant shall, within five (5) days after Landlord's request, provide proof that any such insurance is still effective. All such insurance shall be maintained and kept in force until the work is fully and duly completed, and without cost or expense to Landlord. Tenant agrees to restore the premises to its original conditions, structural or otherwise upon the expiration of this lease at the option of the Landlord.

56. MECHANICS LIEN:

The Tenant shall not do or suffer anything to be done whereby the demised premises may be encumbered by a mechanics lien. If any mechanic's lien is filed against the demised premises, the building or the land or Owner's interest therein, for any work (labor or material) performed, to be performed, or claimed to have been furnished or to be furnished to Tenant, Tenant shall cause the same to be vacated or discharged of record at Tenant's own expense within ten (10) days after date of filing, by payment, by the filing of a bond as required by law, or otherwise. If Tenant shall fail to discharge any mechanic's lien, Owner may at its option, in addition to all other rights or remedies herein provided, bond or pay said lien or claim without inquiring into the validity thereof for the account of and at the expense of Tenant, and said cost and expense shall be considered additional rent.

57. CONFLICT:

If there is any conflict between the terms contained in the printed form lease and the terms contained in this Rider, the provisions of this Rider shall govern.

58. ASSIGNMENT AND SUBLETTING:

- (I) Tenant may not sublet any portion of the demised premises under any circumstances upon prior written notice to Landlord, provided however, that tenant shall not engage in the same medical specialty as Landlord,
- (II) Tenant shall not assign this lease without the prior written consent of Landlord and Landlord shall not unreasonably withhold consent provided that:
 - A) Tenant is not in default of this lease at the time consent from Landlord is sought;
 - B) the assignee will assume all duties and liabilities of Tenant as found in this lease;
 - C) Tenant will furnish to Landlord, fifteen (15) days prior to the assignment of this lease, a copy of the proposed assignment and assumption of lease or the sublease agreement, properly executed;
 - D) Tenant will pay Landlord's reasonable attorney's fee, the amount of which shall be determined by Landlord's attorney.
 - E) Assignee provide financial statement, tax return, and personal guaranty to the Lease satisfactory to the Landlord.
 - F) Assignee is in the same business as Tenant and will use the demised premises only for the same purpose as specified in the first page, provision 2, of the printed form of this Lease.
 - G) Assignee shall deposit with Landlord an amount equal to one additional month of rent due on the last year of this Lease as additional security deposit.

59. LIMITATION OF TENANT'S REMEDY AND NO SET-OFF:

- (A) with respect to any provision of this lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant in no event shall be entitled to make, nor shall Tenant make any claim, and Tenant hereby waives its right to make any claim for money damages; nor shall Tenant claim damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment.
- (B) The Tenant agrees that the rent hereunder provided to be paid shall become due and payable to the Landlord without demand therefore and without offset or defense of any kind whatsoever. If the Tenant shall allege or claim any damages resulting from any breach or alleged breach by the Landlord under the terms of this lease or any claim of any kind whatsoever arising in favor of the Tenant against the Landlord, the Tenant agrees that such claim shall not be asserted and may not be asserted against the Landlord either as a counterclaim, set-off or defense in any action or proceeding brought by the Landlord against the Tenant for the payment of rent or recovery of possession of the demised premises. Such claim by the Tenant against the Landlord shall only be enforced, prosecuted or maintained by a separate action or proceeding instituted by the Tenant against the Landlord and not be consolidated with any action or proceeding brought by the Landlord against the Tenant for the payment of rent or recovery of possession of the demised premises.
- (C) If, after default in payment or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any removable trade fixtures, machinery or other personal property installed by Tenant prior to such default, removal, expiration of lease, or the issuance of the Final Order of Execution of the Warrant, then, and in that event, the said fixtures, machinery and personal property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

60. INTENTIONALLY DELETED

61. PREVENTION AGAINST HAZARDOUS CONDITIONS:

The Tenant shall not use the demised premises or any part thereof for any purpose which shall be deemed extra-hazardous by the New York Board of Fire Underwriters or any similar authority having jurisdiction thereover.

62. INCREASE IN INSURANCE:

If by virtue of the Tenant's occupancy or use of the demised premises, the rate of any of Landlord's insurance for the entire Condominium Unit is increased, then the Tenant agrees to reimburse the Landlord as additional rent hereunder for that portion of the increase in Landlord's insurance and Tenant shall make such reimbursement on the first day of the month following the Landlord's demand.

63. UTILITY METERS:

(A) Owner shall not be obligated to furnish to Tenant or the demised premises any hot water, heat, gas, air conditioning, cleaning or any other services or utilities of any kind of nature whatsoever. Tenant shall at Tenant's sole cost and expense, ventilate and air condition, and shall install and provide all necessary water, sewer and other utility services for the demised premises and shall make all furnished to the demised premises, including, without limitation, the furnishing, installing and maintaining of all meters and other components of all such systems. Owner shall not be liable to Tenant in damages or otherwise for any failure or Tenant to make arrangements for or to obtain any utilities or services of for any failure of Tenant to heat, ventilate or air condition, or the provide water for the demised premises. Tenant shall not be released or excused from the performance of any of its obligations under this lease for any such failure of for any interruption or curtailment of any such utilities or services, and no such failure, interruption or curtailment shall constitute a constructive or partial eviction. Tenant shall not permit or suffer any utility facility to be overloaded.

(B) The Condominium currently supplies electricity, heating and cooling the Premises which Tenant may use and enjoy at no additional cost. However, if at anytime the Condominium decides to separately bill Landlord for electrical use, fuel consumption, heating, cooling or hot water, then Tenant shall pay for fifty percent of the amount as billed by the Condominium within the ten days of Landlord's presentment of bill as additional rent. If the Condominium at anytime ceases to provide electrical service, heating or cooling the Unit, Tenant shall pay directly to the utility companies or governmental units promptly as and when due all charges for utilities and services used or consumed in or in connection with the demised premises, including, without limitation, gas, oil and heat.

(C) If Tenant wishes to upgrade the electrical system, Tenant shall do so at its own cost and expense and shall install and maintain the meter for the electrical system; Tenant shall then pay for 100% of its electrical use as measured by the meter.

(D) Notwithstanding anything to the contrary contained in this lease, Tenant shall, at Tenant's sole cost and expense, maintain and promptly make all repairs, ordinary and extraordinary, to all components of the electrical, heating, water, ventilating, air conditioning, one-half of sprinkler system, sanitary and other utility systems within the demised premises, including, without limitation, all meters.

64. INTENTIONALLY DELETED

65. YELLOWSTONE WAIVER:

Tenant waives its rights to bring a declaratory judgment action with respect to any provision of this Lease, or with respect to any notice sent pursuant to the provisions of this Lease, and expressly agrees not to seek injunctive relief which would stay, extend or otherwise toll any of the time limitation or provisions of this Lease, or any notice sent pursuant thereto. Any breach of this paragraph shall constitute a breach of substantial obligations of the tenancy, and shall be grounds for the immediate termination of this Lease. It is further agreed that in the event injunctive relief is sought by tenant or if a "Yellowstone" injunction (First National Stores, Inc. v. Yellowstone Shopping Center, Inc., 21 N.Y. 2d 630) is sought, the Owner shall be entitled to recover the costs of

opposing such an application or action, including its attorneys' fees actually incurred. It is the intention of the parties hereto that their disputes be adjusted via summary proceeding.

66. SECURITY DEPOSIT:

The security deposit made by Tenant shall always be equal to two times the amount of the then current rent. Tenant shall pay the deficiency to Landlord within 10 days from the date that the minimum base rent is being increased. Landlord is not required to pay Tenant any interest on the security deposit and may retain same in a co-mingled account.

67. PERMISSIBLE USE:

Landlord makes no representation as to the permissible use of the demised premises. Tenant hereby advises Landlord that it has conducted its own investigation and consulted its own architect and attorney regarding the current certificate of occupancy and permissible use of the demised premises from the relevant governmental authority. Tenant shall at its expense obtain all necessary licenses, permits, and certificates from all relevant governmental authorities for Tenant's intended use as specified in paragraph 2 of the printed form of this Lease.

68. INTENTIONALLY DELETED

69. REMOVAL OF RUBBISH:

Supplementing paragraph 30, Tenant hereby elects to independently contract for the removal of rubbish and refuse from the demised premises. Tenant shall provide Landlord a copy of the service contract for daily removal of rubbish and refuse, seven days in a week, including but not limited to proper daily removal of medical wastes in accordance to law and governmental regulations. However, if rubbish and refuse are not continuously removed from the premises to the satisfaction of the Landlord, Landlord shall contract for same and Tenant shall pay the costs thereof as additional rent. Should Tenant fail to comply with the terms herein, Landlord may undertake to remove all rubbish and Tenant shall reimburse same as additional rents.

70. RESTRICTIONS:

In addition to any other restrictions set forth in this lease, Tenant shall not (a) use any other premises or area outside of the demised premises for the sale or display of any merchandise, for solicitations or demonstrations or for any other business, occupation, undertaking or activity (b) store any trash or garbage in any area other than inside the demised premises (and Tenant shall, at Tenant's sole cost and expense, attend to the daily disposal of trash) (c) suffer, permit or commit any waste or any nuisance or other act or thing in the demised premises which may disturb any other tenant or occupant in the building; (d) permit music or any other sounds in the demised premises to be heard outside of the demised premises (e) use or permit or suffer the use of any machines or equipment in the demised premises which cause vibration or noise that may be transmitted or heard outside of the demised premises; (f) permit odors or fumes beyond the demised premises; (g) to the extent possible, permit its customers or deliverymen to loiter immediately outside the demised premises or the building; (h) place or install, or permit or suffer to be placed or installed or maintain, any sign upon or outside the demised premises or the building unless same is done in accordance with all laws, insurance requirements and provisions of this lease; (i) place or install, or permit or suffer to be placed, installed or maintained, any awning, canopy, banner, flag, pennant, aerial, antenna or the like upon or outside the demised premises or the building, unless same is done in accordance with all laws, insurance requirements and provisions of this lease; (j) Tenant covenants and agrees not to display any lettering or erect any sign unless the same shall comply with the applicable law, rules and regulations nor (k) violate any rules and restrictions defined in the Declaration of the 800 Second Avenue Condominium, as amended and/or hereafter amended. The foregoing covenant is and shall be a substantial obligation of the Tenant under this lease. Tenant shall be responsible for, and shall hold the Landlord harmless from, any claims and liability for damage to person or property resulting, directly or indirectly from the violation of any of the aforementioned restrictions.

71. NO WAIVER OF BREACH:

A. If and when Landlord did not insist upon a strict performance of any of the covenants of this Lease, or did not exercise any option herein contained, this may not be construed as a waiver or relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord or any provision hereof shall be deemed to have been unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof, no further assignments shall be made without express consent in writing by the Landlord, which consent shall not be unreasonably withheld or delayed. B. Each and every covenant contained in this Lease shall be deemed separate and

independent of any other provision of this Lease. In the event that any portion or paragraph or any portion of a paragraph of this Lease be declared invalid, the balance of any affected paragraph and the balance of the provisions hereof shall remain in full force and effect.

72. DEFINITION OF LANDLORD:

The term "Landlord" as used in this Lease shall have the same meaning as the term "Owner" as written in the preamble of this Lease Agreement.

73. SHAREHOLDERS OF TENANT CORPORATION:

Tenant hereby certifies that the following people are and represent all of the shareholders of the tenant's corporation or limited liability company and their respective percentage shareholder interest are set forth below:

<u>Name</u>	<u>Percentage interest</u>	<u>Number of shares</u>
Michael Molaei, MD	100%	

74. KEY AND ACCESS:

Tenant shall give Landlord access and unrestricted 24 hours a day entry and a key to the demised premises.

75. OPTION TO RENEW:

Provided that Tenant is not then in default of the Lease and has not been in default more than two (2) times over the term of the Lease, Tenant shall have the option to renew this Lease for up to an additional ten (10) years commencing from 01/01/2024 to 12/31/2033 ("Option Period") with a rental rate commencing at the then current market value to be agreed upon between the parties. Tenant shall exercise its option within the period of 360 days to 180 days prior to the expiration date of this Lease by sending Landlord via certified mail, return receipt requested, a written notice of its desire to exercise its option to renew. If Tenant fails to exercise its option on or before the 180th day prior to the expiration date of this Lease, then it shall be deemed that Tenant has waived its rights to extend the Lease. If Landlord and Tenant cannot agree on terms for a renewal in a ten (10) day period after notice is given, the parties will submit the issue to the Real Estate Board of New York for binding arbitration regarding fair market value.

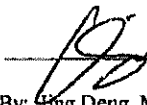
76. OPTION TO PURCHASE:

If Tenant is not in default of this Lease, Tenant shall have the option to purchase the premises, Unit #605 and portion of Unit #610 at a price of \$600.00 per square foot or at the then market value to be determined by an independent appraiser chosen by the parties or if a mutual appraiser cannot be agreed upon by the parties, then an appraisal agreed to be chosen by each parties appraiser, whichever is greater at the time of the offer. Tenant may exercise this option to purchase anytime between August 1, 2014 and December 1, 2014 and between the end of the 56th full month from commencement of this Lease to the end of the 60th full month, as well as the end of the 116th full month from the commencement of this Lease and to the end of the 120th full month by sending to Landlord (via certified mail, return receipt requested) a notice of its interest to purchase and closing of the transaction will be within four months after the date of Tenant's notice, time being of the essence. If Tenant does not exercise its option to purchase within the period, the option to purchase shall expire and Tenant should have no further rights to purchase the premises.

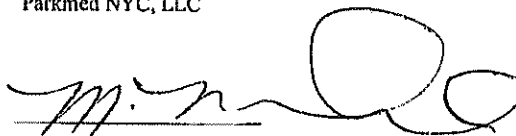
Notwithstanding the foregoing time limitations, if at anytime during the term of this lease, Landlord shall advise Tenant in writing (via certified mail, return receipt requested) if Landlord receives an offer to purchase the floor on which the premises is located, the premises, or any part of the premises. Tenant may exercise its option to purchase as described in this section upon Tenant's receipt of such notice.

This lease shall be null and void if the proposed Diagnostic and Treatment Center is not approved by the New York State Department of Health.

Landlord
Good Care Medical, PC


By: Sing Deng, MD President

Tenant
Parkmed NYC, LLC


By: Michael Molaei, MD President

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

1. The sidewalks, entrances, driveways, passages, courts, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by a Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevator and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise; any hand trucks except those equipped with rubber tires and safeguards.
2. If the demised premises are situated on the ground floor of the building, Tenant thereof shall further at Tenant's expense keep the sidewalks and curb and at least 18 inches from the curb to the public street in front of said building clean and free from ice, snow, debris, etc.
3. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designated or constructed.
4. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may recover same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
6. Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and if linoleum or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by the Owner. Owner reserves the right to inspect all freight and to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
8. Owner shall have the right to prohibit any advertising by Tenant which in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
9. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflatable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.

10. Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all sales, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgment to absorb and prevent vibration, noise and annoyance.
11. Refuse and Trash-Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Tenant agrees that the above rules and regulations may be changed by Landlord from time to time at Landlord's sole discretion.

Landlord
Good Care Medical, PC


By: Jing Deng, MD President

Tenant
Parkmed NYC, LLC


By: Michael Molaei, MD President

Schedule A
TO
LEASE AGREEMENT DATED THE ____ DAY OF ____ OF 20__
BETWEEN GOOD CARE MEDICAL PC, AS LANDLORD
AND
PARKMED NYC, LLC, AS TENANT

Tenant shall pay to the Landlord for Unit #605 and portion of #610 the minimum base rent for the demised premises in accordance with the provisions of this lease at the following rate:

<u>PERIOD</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
January 1, 2014 to July 31, 2014	\$34,280.30	\$411,363.61
August 1, 2014 to July 31, 2015	\$35,308.71	\$423,704.52
August 1, 2015 to July 31, 2016	\$36,367.97	\$436,415.66
August 1, 2016 to July 31, 2017	\$37,459.01	\$449,508.13
August 1, 2017 to July 31, 2018	\$38,582.78	\$462,993.37
August 1, 2018 to July 31, 2019	\$39,740.27	\$476,883.17
August 1, 2019 to July 31, 2020	\$40,932.48	\$491,189.67
August 1, 2020 to July 31, 2021	\$42,160.45	\$505,925.36
August 1, 2021 to July 31, 2022	\$43,425.26	\$521,103.12
August 1, 2022 to July 31, 2023	\$44,730.27	\$536,763.21
August 1, 2023 to January 1, 2024	\$46,072.18	\$552,866.11

↑ N

605

Unit 605

Unit 610

Unit 610 EAST

888

SECOND AVENUE

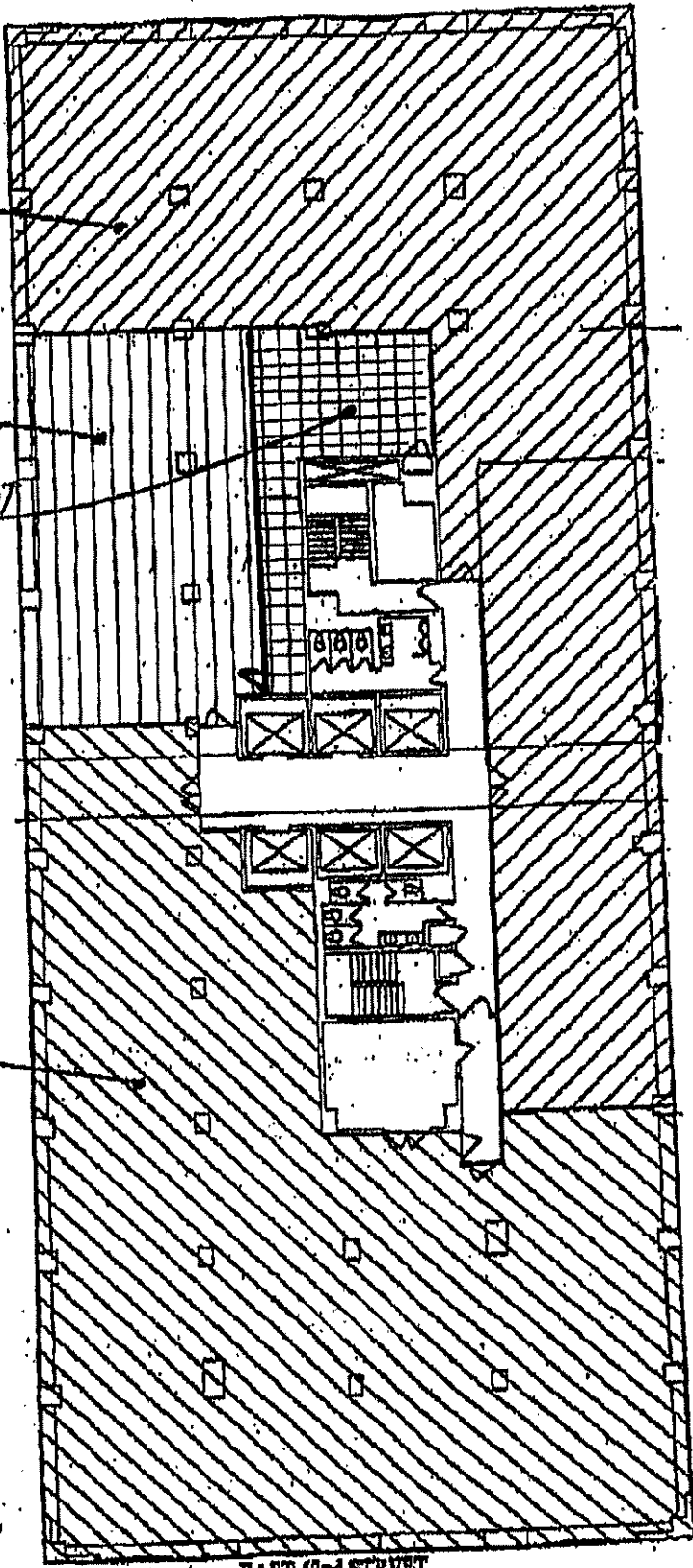
Unit 600

Schedule B

REAR

40 50

EAST 42nd STREET



**ARTICLES OF ORGANIZATION
FOR
PARKMED NYC, LLC**

Under Section 203 of the Limited Liability Company Law
of the State of New York

Filed by:

Nixon Peabody LLP
677 Broadway
10th Floor
Albany, New York 12207

**ARTICLES OF ORGANIZATION
FOR
PARKMED NYC, LLC**

Under Section 203 of the New York State Limited Liability Company Law

THE UNDERSIGNED, being authorized to execute and file these Articles, hereby certifies:

FIRST: The name of the limited liability company (“Company”) is: **PARKMED NYC, LLC.**

SECOND: The Company is formed for the following purposes and shall have the following powers: (a) to own and operate Parkmed NYC, LLC, a diagnostic and treatment center pursuant to the provisions of Article 28 of the Public Health Law at 800 Second Avenue, 6th Floor, New York, New York 10017 in New York County, New York; and (b) to do any and all activities necessary or incidental to the foregoing. The objects and purposes provided for herein shall be subject to the approvals or consents of such regulatory authorities as may be required by law. The Company is not being formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The principal office of the Company is to be located in the County of New York County at 800 Second Avenue, 6th Floor, New York, New York 10017.

FOURTH: The Secretary of State is designated as the agent of the Company upon whom process against the Company may be served. The post office address within or without the State of New York to which the Secretary of State shall mail a copy of any process against the Company served upon such Secretary of State is c/o Peter J. Millock, Esq., Nixon Peabody LLP, 677 Broadway, Albany, New York 12207.

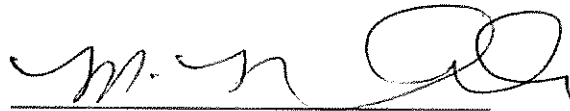
FIFTH: The Company is to be managed by its members.

SIXTH: No person may own ten (10) percent or more of any membership interest or control more than ten (10) percent of any voting rights without obtaining the approval of the New York State Public Health and Health Planning Council.

SEVENTH: All transfers, assignments, or other dispositions of membership interests or voting rights must be effectuated in accordance with Public Health Law §2801-a(4)(b).

EIGHTH: Neither the management structure of the Company nor the provisions hereof setting forth such structure may be deleted, modified or amended without the prior approval of the Department of Health.

IN WITNESS WHEREOF, these Articles have been subscribed this 21st day of January, 2014, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.



Michael M. Molaei, M.D.
Organizer

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

September 23, 2013

Ms. Ann Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

RE: 132011 B
Parkmed NYC, LLC
(NEW YORK)
Establish and construct a diagnostic and
treatment center to be located at 800
Second Avenue, New York

Dear Ms. Gormley:

Review of the above application has revealed the need for additional information requested from the Bureau of Architectural and Engineering Facility Planning. In preparing answers to the questions, please repeat each question and then provide the answer. Please submit your response within 14 days of the date of this letter in accordance with 10 NYCRR 710.3(a).

Processing of your application by the Bureau of Architectural and Engineering Facility Planning cannot be completed until the information is received and reviewed.

If drawings are requested, one copy of the requested drawings should be sent directly to the Bureau of Architectural and Engineering Facility Planning, New York State Department of Health, Corning Tower, Room 1861, Empire State Plaza, Albany, New York 12237. Please include the CON number on the transmittal letter and on the drawings.

The following information is required to complete the review of the above referenced application.

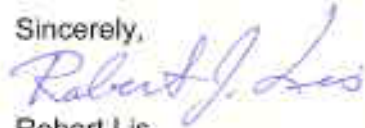
1. Please confirm the facility type per NYCRR Title 10, Subpart 715-2, and note it on the Architectural Certification letter.
2. Please confirm the architectural narrative per 710.2 (b)(3) is consistent with the CON project title, the project architectural certification and schematic floor plans.
3. Schematic architectural drawings, including site plan, room-by-room layouts of each floor in an appropriate scale, showing the relationship of the various departments or services to each other. The major exit corridors, exit stair locations and pedestrian and service circulation patterns shall be indicated along with existing buildings, if additions or alterations are part of the project.

Confirm the schematic drawings submitted are complete per 710.2(b)(10)(i)(a) and consistent with the CON project title, the architectural certification and the architectural narrative.

Original submission drawing in attachment 6 is not legible, even when enlarged.

If you have any questions on the information being requested, please contact Robert Lis at 518-402-0904.

Sincerely,



Robert Lis
Bureau of Architectural & Engineering
Facility Planning

October 18, 2013

Ms. Ann Gormley
Consultant
Empire Health Advisors
60 Railroad Place
Saratoga Springs, New York 12866

RE: 132011 B
Parkmed NYC, LLC
(NEW YORK)
Establish and construct a diagnostic and
treatment center to be located at 800
Second Avenue, New York

Dear Ms. Gormley:

Review of the above application has revealed the need for additional information requested from the Bureau of Architectural and Engineering Facility Planning. In preparing answers to the questions, please repeat each question and then provide the answer. Please submit your response within 14 days of the date of this letter in accordance with 10 NYCRR 710.3(a).

Processing of your application by the Bureau of Architectural and Engineering Facility Planning cannot be completed until the information is received and reviewed.

If drawings are requested, one copy of the requested drawings should be sent directly to the Bureau of Architectural and Engineering Facility Planning, New York State Department of Health, Corning Tower, Room 1861, Empire State Plaza, Albany, New York 12237. Please include the CON number on the transmittal letter and on the drawings.

The following information is required to complete the review of the above referenced application.

1. Please confirm the facility type (sub-section) per NYCRR Title 10 Subpart 715.2, and note it on the certification letter.
2. Confirm the orientation of the exit stair enclosures. Coordinate between sixth floor and the Level of exit discharge (LED). Stairs at the LED are shown turned 90 degrees from the sixth floor.
3. Vertical openings, shafts, and elevators are required to have 2 hour protection per NFPA 101, 7.1.3.2.1(b). Plans do not show continuous protection around shafts, elevators and access passageways.
4. The path of travel from the soiled holding space in the southeast corner of the plan does not comply with NFPA 101, 38.2.5.3, and 7.5.1.3.
5. Please submit legible drawings that designate the location of the second means of egress, including the common path of travel.
6. The exit access corridor (Hall) located east of Stair #1 and adjacent to other tenants, is a public corridor and as such is required to provide 1 hour protection/separation from the other tenants per NFPA 101 38.3.6.1. The proposed clinic nurse station is not enclosed from the public corridor as required by this section.
7. Remoteness of stairs #1 & #2 from each other does not comply with exception No. 2 of NFPA 101, 7.5.1.4.

8. NFPA 101, 7.5.1.7 & 7.5.2.1 states: Exit access shall be arranged so that it is not necessary to pass through any area identified under Protection from Hazards in chapters 11 through 42, thereby requiring separation, or through workrooms, closets, or spaces subject to locking.
FGI Guidelines 2010, 2.1-2.6.10, Soiled holding room shall be separate from and have no direct connection with clean workrooms or clean supply rooms. Soiled Utility requires separation for infection control between clean and dirty areas.
9. Environmental Services Room (ESR) is accessed through a (potentially locked) toilet room. The ESR is required to be accessible at all times. ESR is required to have room for storage of cleaning supplies.

If you have any questions on the information being requested, please contact Robert Lis at 518-402-0904.

Sincerely,



Robert Lis
Bureau of Architectural & Engineering
Facility Planning



Public Health and Health Planning Council

Project #132011-B Parkmed NYC, LLC

County: New York County
Purpose: Establishment and Construction

Program: Diagnostic and Treatment Center
Acknowledged: July 16, 2013

Executive Summary

Description

Parkmed NYC, LLC, a limited liability company, requests approval to establish and construct an Article 28 diagnostic and treatment center, for the provision of abortion, family planning, primary medical care and diagnostic radiology services to be located at 800 Second Avenue in Manhattan. The 7,850 sq. ft. center will include a waiting room, reception area, six exam rooms, two treatment rooms, four nurses' stations, an ancillary area and adequate support space to accommodate the current and future needs of the community.

The proposed sole member of Parkmed NYC, LLC is Michael M. Molaei, M.D.

DOH Recommendation

Contingent Approval

Need Summary

Parkmed NYC, LLC, projects that there will be 17,883 visits in year 1 and 18,242 in year 3 of the D&TC's in operation.

Program Summary

Based on the information reviewed, staff found nothing that would reflect adversely upon the applicant's character and competence or standing in the community.

A transfer and affiliation agreement is expected to be provided by Bellevue Hospital.

Financial Summary

Project costs will be met with \$482,646 in cash.

Budget:	Revenues:	\$6,896,820
	Expenses:	<u>\$5,067,490</u>
	Gain:	\$1,829,330

Subject to contingency, it appears that the applicant has demonstrated the capability to proceed in a financially feasible manner.

Recommendations

Health Systems Agency

There will be no HSA recommendation of this application.

Office of Health Systems Management

Approval contingent upon:

1. Submission of a check for the amount enumerated in the approval letter, payable to the New York State Department of Health. Public Health Law Section 2802.7 states that all construction applications requiring review by the Public Health and Health Planning Council shall pay an additional fee of fifty-five hundredths of one percent of the total capital value of the project, exclusive of CON fees. [PMU]
2. Submission of an executed transfer and affiliation agreement, acceptable to the Department, with a local acute care hospital. [HSP]
3. Submission of an executed building lease that is acceptable to the Department of Health. [BFA, CSL]
4. Submission of Articles of Organization acceptable to the Department. [CSL]
5. The submission of State Hospital Code (SHC) Drawings, acceptable to the Department, as described in BAEFP Drawing Submission Guidelines DSG-01. [AER]

Approval conditional upon:

1. The project must be completed within two years from the Public Health and Health Planning Council recommendation letter. Failure to complete the project within the prescribed time shall constitute an abandonment of the application by the applicant and an expiration of the approval. [PMU]
2. The staff of the facility must be separate and distinct from staff of other entities. [HSP]
3. The signage must clearly denote the facility is separate and distinct from other adjacent entities. [HSP]
4. The entrance to the facility must not disrupt any other entity's clinical program space. [HSP]
5. The clinical space must be used exclusively for the approved purpose. [HSP]
6. The submission of Final Construction Documents, signed and sealed by the project architect, as described in BAEFP Drawing Submission Guidelines DSG-01, prior to the applicant's start of construction. [AER]
7. The applicant shall complete construction by September 30, 2014 with 10 NYCRR Part 710.2(b)(5) and 710.10(a), if construction is not completed on or before that date, this may constitute abandonment of the approval and this approval shall be deemed cancelled, withdrawn and annulled without further action by the Commissioner. [AER]

Council Action Date

December 12, 2013.

Need Analysis

Background

Parkmed NYC, LLC, an office-based private physician practice, is seeking approval to establish and construct an Article 28 Diagnostic and Treatment Center (D&TC) at 800 Second Avenue, New York, 10017, in New York County. The proposed services are family planning, abortion, primary medical care, and radiology-diagnostic services.

Analysis

Parkmed NYC currently provides comprehensive reproductive services, including abortion services. In 2012, Parkmed NYC performed 6,802 abortions and over 7,659 gynecology and family planning visits. Parkmed NYC's service area is New York City.

The projected number of visits is 17,883 in Year 1 and 18,242 in Year 3.

New York County has a total of 54 freestanding D&TCs providing family planning, abortion, primary medical care, and/or radiology-diagnostic services. These 54 D&TCs include two D&TCs providing abortion services, 19 providing family planning, 49 providing primary medical care, and 21 providing radiology-diagnostic services. None of these D&TCs are in zip code 10017, the site of the proposed D&TC.

The applicant is committed to serving patients in need of health care services regardless of their ability to pay.

Conclusion

The proposed D&TC will improve access to primary care and other outpatient services for the communities of New York City.

Recommendation

From a need perspective, approval is recommended.

Programmatic Analysis

Project Proposal

Parkmed NYC, an office-based physician practice that provides reproductive health services including abortion, located at 800 Second Avenue in Manhattan, requests approval to establish and construct a diagnostic and treatment center.

Proposed Operator	Parkmed NYC, LLC
Site Address	800 Second Avenue, New York, NY
Specialties	Primary Medical Family Planning Radiology – Diagnostic
Hours of Operation	Tuesday through Saturday, 7:00 am – 6:00 pm
Staffing (1st Year / 3rd Year)	26.0 FTEs / 26.0 FTEs
Medical Director(s)	Michael Molaei, MD
Emergency, In-Patient and Backup Support Services Agreement and Distance	Expected to be provided by Bellevue Hospital 1.2 miles/4 minutes away
On-call service	The Center's phone lines will be forwarded to an after-hours call service and a person will direct calls to the (24/7) on-call provider.

Character and Competence

The sole member of the LLC is:

<u>Name</u>	
Michael Molaei, MD	100%

Dr. Molaei, a practicing physician, is the current owner/operator of Parkmed NYC.

Staff from the Division of Certification & Surveillance reviewed the disclosure information submitted regarding licenses held, formal education, training in pertinent health and/or related areas, employment history, a record of legal actions, and a disclosure of the applicant's ownership interest in other health care facilities. Licensed individuals were checked against the Office of Medicaid Management, the Office of Professional Medical Conduct, and the Education Department databases as well as the US Department of Health and Human Services Office of the Inspector General Medicare exclusion database.

Dr. Molaei disclosed [REDACTED] settled and [REDACTED] pending malpractice cases.

Recommendation

From a programmatic perspective, contingent approval is recommended.

Financial Analysis

Lease Agreement

The applicant has submitted a draft lease for approximately 7,850 gross square feet space on the sixth floor, Suite #605, at 800 Second Avenue in Manhattan, New York, under the terms of the lease agreement summarized below:

Lessor:	Good Care Medical, PC
Lessee:	Parkmed NYC, LLC
Term:	Ten Years with an option to renew for ten additional years.
Rental:	\$33,424.58/month (51.10/ sq. ft.) with a yearly increase of approximately 3% a year.
Provisions:	Tenant shall be responsible for utilities, maintenance, and pro-rated share of property taxes and insurance.

The lease will be an arm's length lease arrangement. The entire building houses a variety of physician and medical specialty practices. The applicant has submitted letters of opinion from real estate brokers attesting to the reasonableness of the per square foot rental.

Total Project Cost and Financing

Total project costs for the renovation and acquisition of movable equipment is estimated at \$482,646, broken down as follows:

Renovation & Demolition	\$100,000
Planning Consultant Fees	30,000
Architect/Engineering Fees	30,000
Movable Equipment	\$ 318,017
Application Fee	2,000
Additional Processing Fee	<u>2,629</u>
Total Project Cost	<u>\$482,646</u>

The applicant will finance the total project costs through proposed members' equity. BFA Attachment A is the net worth statement of the proposed member, which shows sufficient equity.

Operating Budget

The applicant has submitted an operating budget in 2013 dollars, for the first and third years of operation:

	<u>Year One</u>	<u>Year Three</u>
Revenues:	\$6,761,047	\$6,896,820
Expenses:		
Operating	\$4,280,311	\$4,574,191
Depreciation and Rent	<u>469,698</u>	<u>493,299</u>
Total Expenses	\$4,750,009	\$5,067,490
Net Income	<u>\$2,001,038</u>	<u>\$1,829,330</u>
Utilization: (visits)	17,883	18,242
Cost Per Visit	\$265.2	\$277.79

Utilization by payor source for the first and third years is as follows:

Commercial-Fee-For-Service	35.2%
Medicaid Managed Care	48.6%
Self Pay	14.2%
Charity Care	2.0%

Cost per visit increases in year three are due to costs projected to increase more rapidly than visit volume. Expense and utilization assumptions are based on the historical experience of the proposed physician private practice.

Capability and Feasibility

Total project costs of \$482,646 will be financed through equity of the proposed member of Parkmed NYC, LLC. BFA Attachment A is the net worth statement of the proposed member of Parkmed NYC, LLC. , which shows there are sufficient funds available.

Working capital requirements, estimated at \$844,582, appear reasonable based on two months of third year expenses and will be provided through equity of the proposed member. BFA Attachment B is the pro-forma balance sheet of Parkmed NYC, LLC based on the first day of operation, which indicates positive member's equity position of \$1,327,228.

The submitted budget indicates a net income of \$2,011,038 and \$1,829,330 during the first and third years of operation, respectively. Revenues are based on current reimbursement methodologies for D&TC services. The budget appears reasonable.

It appears that the applicant has demonstrated the capability to proceed in a financially feasible manner; and contingent approval is recommended.

Recommendation

From a financial perspective, approval is recommended.

Attachments

BFA Attachment A	Net Worth Statement of Proposed Members
BFA Attachment B	Pro-forma Balance Sheet of Parkmed NYC, LLC

New York State Department of Health
Division of Health Facility Planning/Bureau of Architectural & Engineering Facility Planning

**ARCHITECTURAL AND ENGINEERING CERTIFICATION FOR CONSTRUCTION PROJECTS FOR
USE WITH LIMITED REVIEWS, ADMINISTRATIVE REVIEWS
AND FULL REVIEWS WITH A PROPOSED TOTAL PROJECT COST OF LESS THAN \$15 MILLION**

Date: 10/09/13

NYS Department of Health/Office of Health Systems Management
Division of Health Facility Planning
Bureau of Architectural and Engineering Facility Planning
433 River Street, 6th Floor
Troy, New York 12180-2299

Re:

Name: ParkMed NYC, LLC
Location: 800 Second Avenue, 6th Floor, New
York, NY 10017 (Manhattan).
Description: D&TC Certificate of Need
Application Establishment, with construction -
renovation

To the New York State Department of Health:

I hereby certify that:

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

ARCHITECTURAL AND ENGINEERING LETTER OF CERTIFICATION IN LIEU OF PLAN REVIEW
Revised February 14, 2011 Page 1 of 2

This certification is being submitted to facilitate the CON review and subsequent formal plan approval by your office. It is understood that an electronic copy of final Construction Documents on CD, must be submitted for all projects subject to Full or Administrative Reviews.

Project Name: ParkMed NYC, LLC

Location: 800 Second Avenue, 6th Floor, New York, NY 10017 (Manhattan)

Description: Diagnostic and Treatment Center, Certificate of Need Application Establishment, with construction - renovation.



[Signature]
Signature of Architect or Engineer

David A. Souers AIA, ASHE, ACHA
Name of Architect or Engineer (Print)

017367-1
Professional New York State License Number

187 East Market Street, Suite 180, Rhinebeck NY 12572
Business Address

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

10-14-13 Date
[Signature] Authorized Signature of Applicant
MICHAEL MOLAEI, MD Name (Print)
PRESIDENT Title

Notary signing required for the applicant

STATE OF NEW YORK)
County of Nassau) SS:

On the 14th day of October 20 13, before me personally appeared Michael Molaei, to me known, who being by me duly sworn, did depose and say that he/she resides at [Redacted] at he/she is the President of the ParkMed NYC, LLC, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) [Signature]
10/9/13 BRUCE I. SCHILDER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NASSAU COUNTY
REG. # 01SC6234668
MY COMM. EXP. JAN. 24, 2015

New York State Department of Health
Division of Health Facility Planning/Bureau of Architectural & Engineering Facility Planning

**ARCHITECTURAL AND ENGINEERING CERTIFICATION FOR CONSTRUCTION PROJECTS FOR
USE WITH LIMITED REVIEWS, ADMINISTRATIVE REVIEWS
AND FULL REVIEWS WITH A PROPOSED TOTAL PROJECT COST OF LESS THAN \$15 MILLION**

Date: 10/09/13

NYS Department of Health/Office of Health Systems Management
Division of Health Facility Planning
Bureau of Architectural and Engineering Facility Planning
433 River Street, 6th Floor
Troy, New York 12180-2299

Re:

Name: ParkMed NYC, LLC
Location: 800 Second Avenue, 6th Floor, New
York, NY 10017 (Manhattan).
Description: D&TC Certificate of Need
Application Establishment, with construction -
renovation

To the New York State Department of Health:

I hereby certify that:

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

ARCHITECTURAL AND ENGINEERING LETTER OF CERTIFICATION IN LIEU OF PLAN REVIEW
Revised February 14, 2011 Page 1 of 2

This certification is being submitted to facilitate the CON review and subsequent formal plan approval by your office. It is understood that an electronic copy of final Construction Documents on CD, must be submitted for all projects subject to Full or Administrative Reviews.

Project Name: ParkMed NYC, LLC

Location: 800 Second Avenue, 6th Floor, New York, NY 10017 (Manhattan)

Description: Diagnostic and Treatment Center, Certificate of Need Application Establishment, with construction - renovation.



[Signature]
Signature of Architect or Engineer

David A. Souers AIA, ASHE, ACHA
Name of Architect or Engineer (Print)

017367-1
Professional New York State License Number

187 East Market Street, Suite 180, Rhinebeck NY 12572
Business Address

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

10-14-13

Date

[Signature]
Authorized Signature of Applicant
MICHAEL MOLAEI, MD
PRESIDENT

Name (Print)

Title

Notary signing required for the applicant

STATE OF NEW YORK)
County of Nassau) SS:

On the 14th day of October 20 13, before me personally appeared Michael Molaei, to me known, who being by me duly sworn, did depose and say that he/she resides at he/she is the President of the ParkMed NYC, LLC, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary)

[Signature]
10/9/13
BRUCE I. SCHILDER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NASSAU COUNTY
REG. # 01SC6234668
MY COMM. EXP. JAN. 24, 2015

**ARTICLES OF ORGANIZATION
FOR
PARKMED NYC, LLC**

Under Section 203 of the Limited Liability Company Law
of the State of New York

Filed by:

Nixon Peabody LLP
677 Broadway
10th Floor
Albany, New York 12207

**ARTICLES OF ORGANIZATION
FOR
PARKMED NYC, LLC**

Under Section 203 of the New York State Limited Liability Company Law

THE UNDERSIGNED, being authorized to execute and file these Articles, hereby certifies:

FIRST: The name of the limited liability company ("Company") is: **PARKMED NYC, LLC.**

SECOND: The Company is formed for the following purposes and shall have the following powers: (a) to own and operate Parkmed NYC, LLC, a diagnostic and treatment center pursuant to the provisions of Article 28 of the Public Health Law at 800 Second Avenue, 6th Floor, New York, New York 10017 in New York County, New York; and (b) to do any and all activities necessary or incidental to the foregoing. The objects and purposes provided for herein shall be subject to the approvals or consents of such regulatory authorities as may be required by law. The Company is not being formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.

THIRD: The principal office of the Company is to be located in the County of New York County at 800 Second Avenue, 6th Floor, New York, New York 10017.

FOURTH: The Secretary of State is designated as the agent of the Company upon whom process against the Company may be served. The post office address within or without the State of New York to which the Secretary of State shall mail a copy of any process against the Company served upon such Secretary of State is c/o Peter J. Millock, Esq., Nixon Peabody LLP, 677 Broadway, Albany, New York 12207.

FIFTH: The Company is to be managed by its members.

SIXTH: No person may own ten (10) percent or more of any membership interest or control more than ten (10) percent of any voting rights without obtaining the approval of the New York State Public Health and Health Planning Council.

SEVENTH: All transfers, assignments, or other dispositions of membership interests or voting rights must be effectuated in accordance with Public Health Law §2801-a(4)(b).

EIGHTH: Neither the management structure of the Company nor the provisions hereof setting forth such structure may be deleted, modified or amended without the prior approval of the Department of Health.

IN WITNESS WHEREOF, these Articles have been subscribed this day of , 2013, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

Michael M. Molaei, M.D.
Organizer

Draft Agreement of Lease

Agreement of Lease, made as of this _____ day of _____, between

Good Care Medical, PC having an address at 800 Second Avenue, 6th Floor, New York, NY 10017, party of the first part, hereinafter, referred to as "OWNER" or "LANDLORD", and Parkmed NYC, LLC a Diagnostic and Treatment Center having an address at 800 Second Avenue, 6th Floor, New York, NY 10017, party of the second part, hereinafter, referred to as "TENANT",

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Unit #605 (as depicted in Schedule B) consisting of 7,850 square feet of which 4,944 are usable space for the proposed Diagnostic and Treatment Center at a rate of \$47.54 per square foot in the building known as and located at 800 Second Avenue, New York, NY 10017 in the borough of Manhattan, City of New York, for the term of ten (10) years and (0) zero months (or until such term shall sooner cease and expire as hereinafter provided) with the option of a renewable lease for ten (10) years.

To commence on the _____ day of _____ Year of 20____, and to end on the 31st day of _____, year of _____ and Owner further leases to Tenant and Tenant further hires from Owner THE EASTERLY PORTION OF UNIT #610 (as depicted in Schedule B) consisting of 587 usable square feet in the building known as and located at 800 Second Avenue, New York, NY 10017 for a term of ten (10) years and (0) zero months and (0) zero days (or until such term shall sooner cease and expire as hereinafter provided) commencing the _____ day of _____, year of _____ and to end on the _____ day of _____, year of _____, both dates inclusive, at an annual fixed Minimum Rent of :

See Attached Schedule A

with the option of a renewable lease for ten (10) years. Which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal, in which case the Tenant shall pay the first monthly installment on the execution hereof).

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. **Rent** Tenant shall pay the rent as above and hereinafter provided.
2. **Occupancy** Tenant intends and shall use and occupy the demised premises for the purpose of

General offices and Professional offices for the practice of medicine and surgery and related healthcare specialties including, but not limited to Obstetrics and Gynecology. The Landlord makes no representation concerning the suitability of the space for the purposes intended. The tenant shall hold the Landlord harmless from any claims resulting and/or arising from Tenant's use of the space including claims owing to the current or future condition of the premises. The Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

3. Alterations: Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this Article, Tenant at Tenant's expense may make alterations, installations, additions or improvements, which are non-structural and which do not affect utility services or plumbing and electrical lines in or to the interior of the demised premises by using contractors or mechanics first approved in writing by Owner, which approval may be withheld by Owner for any reason whatsoever, in Owner's absolute discretion. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approval and certificates to Owner, and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as owner may require, but in no less an amount than \$2,000,000.00. If any mechanics lien or lis pendens is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, or for any other reason, whether or not done pursuant to this Article, the same shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by filing the bond required by law, or by doing any other thing or making any payment necessary for the removal of the lien. All fixtures and all paneling, partitions, railing and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights and thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenants removal of trade fixtures, removable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant by the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

4. Repairs: If Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations and good appearance and shall cause the same to be operated in a good and workman like manner and shall make all repairs thereto necessary to keep same and good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Such permission by Owner, if at all, must be in writing, and may be withheld for any reason whatsoever in Owner's absolute discretion. Tenant shall, throughout the term of this lease take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, at its sole cost and expense, make all repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from elements, fire or other casualty excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of the Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. The provisions of this article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

5. Window Cleaning: Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

6. Requirements of Law, Fire Insurance: Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out

of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate(s) for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

7. Subordination: This lease is subject and subordinate to all ground or underlying leases and to all mortgages, liens and security interests which may now or hereafter affect such leases, rentals or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request, and the failure to do so shall constitute a material breach of this lease agreement, permitting Owner to evict Tenant.

8. Tenant's Liability Insurance Property Loss, Damage, Indemnity: Owner or its agent shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi-public work. Tenant agrees, at Tenant's sole cost and expense, to maintain comprehensive general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner, but not less than two million dollars (\$2,000,000.00). Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall defend, indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, actions, proceedings, suits, costs and expenses, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by legal counsel approved by Owner in writing, such approval to be given at the absolute discretion of Owner.

9. Destruction, Fire and Other Casualty: (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate written notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged and rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged and rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations

under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

10. **Eminent Domain:** If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting and Tenant shall have no claim for the value of any unexpired term of said lease.

11. **Assignment, Mortgage, Etc.:** This Lease or the interest of Tenant in this Lease shall not be sold, assigned or otherwise transferred, whether by operation of law or otherwise transferred, whether by operation of law or otherwise, and none of the issued or outstanding capital stock of any corporation and/or any interest of any members of a limited liability corporation which directly or indirectly is Tenant under this Lease and/or any interest of any general partner of any partnership that is Tenant under this Lease shall be sold, assigned or transferred, nor shall additional stock in any such corporation be issued, so as to result in a change of the stock ownership of such corporation as held by shareholders thereof on the date when such corporation became Tenant under this Lease pursuant to the terms hereof, nor shall any interest of any member in a limited liability corporation or any interest in any general partner's interest be changed, sold, assigned or transferred, nor shall Tenant sublet and/or underlet any or all portion of the demised premises or otherwise, without the prior written consent of Landlord in each case. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance, such consent to be in writing and to be given, if at all, in Owner's absolute discretion. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

12. **Electric Current:** Rates and conditions in respect to sub metering or rent inclusion, as the case may be, are contained in the RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

13. **Access to Premises:** The Landlord acknowledges that his rights of reentry into the premises set forth in this lease do not confer on him the authority to operate a **Diagnostic and Treatment Center** as defined in article 28 of the Public Health Law on the premises and agrees that he will give the New York State Department of Health, Tower Building, Empire State Plaza, Albany, NY 12237, notification by certified mail of his intent to reenter the premises or to initiate dispossession proceedings or that the lease is due to expire, at least 30 days prior to the date on which the Landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease. Upon receipt of notice from the Landlord of his intent to exercise his right of reentry or upon the service of process in dispossession proceedings and 60 days prior to the expiration of the lease, the Tenant shall immediately notify by certified mail the New York State Department of Health, Tower Building, Empire State Plaza, Albany, NY 12237, of the receipt of such notice or service of such process or that the lease is about to expire. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform, at its sole and absolute discretion, in the premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of

governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are within the walls, Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgages of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notice "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

14. Vault, Vault Space, Area: No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

15. Occupancy: Tenant will not at any time use or occupy the demised premises in violation of Article 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them "as is". In any event, Owner makes no representation as to the condition of the building or of the demised premises, or of its suitability for Tenant's intended use, and Tenant agrees to accept the same subject to violations whether or not of record.

16. Bankruptcy: (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be canceled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of anyone or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by the Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Owner to prove and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

17. Default: (1) If Tenant defaults in fulfilling any of the covenants of this lease including but not limiting to the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Titled II of the U. S. Code (Bankruptcy Code); or if Tenant shall fail to move

into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in anyone or more of such events, upon Owner serving a written five (5) days' notice of default upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written three (3) days notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant, its subtenants and all other occupants by summary proceeding, force or otherwise, and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(3) If Tenant shall be in default of payment of rent or additional rent, Landlord may either serve the notice of default and notice of cancellation pursuant to Article 17 (1) herein and dispossess Tenant by a holdover summary proceeding, or in the alternative and at Landlord's own choosing serve a three day rent demand notice pursuant to Real Property Action and Proceeding Law Section 711 and/or other relevant provision of law and dispossess Tenant by a nonpayment summary proceeding.

18. Remedies of Owner and Waiver of Redemption: In case of any such default, reentry, expiration and/or dispossess by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such reentry, dispossess and/or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term of terms which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses of Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental (which owner may, at Owner's option, make such alterations, repairs, replacements, and/or decorations) shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

19. Fees and Expenses: If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue or any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any attorney's fees, in instituting, prosecuting or defending any actions or proceedings, such sums so paid or obligation incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable against Tenant by Owner as damages.

20. No Representations by Owner: Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or

any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

21. End of Term: Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, vacant and broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

22. Quiet Enjoyment: Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

23. Failure to Give Possession: If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building or part of a building being constructed, and such building or part thereof has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be constructed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy, if permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

24. No Waiver: The failure of Owner to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall not be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

25. Waiver of Trial by Jury: It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

26. Inability to Perform: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is denied in supplying any service expressly or impliedly to be supplied or is

unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or when, in the judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

27. **Bills and Notices:** Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

28. **Water Charges:** If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge), Tenant shall at its expense install a water meter measuring Tenant's water consumption at the premises. If Tenant fails to install such meter, Owner may install a water meter and thereby measure Tenant's water consumption for all purposes and Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof. Throughout the duration of Tenant's occupancy, Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay to the Owner for water consumed, as shown on said meter as and when bills are rendered. Tenant covenants and agrees to pay to the Owner the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner shall be payable by Tenant as additional rent. If the building or the demised premises or any part thereof be supplied with water through a meter which water is also supplied to other premises, then until such time a meter measuring exclusively Tenant's water and sewer consumption for the demised premises is installed, Tenant shall pay to Owner as additional rent, on the first day of each month, 100% of the total meter charges, as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner herein above or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

29. **Sprinklers:** Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent one-half of the cost of the required work.

30. **Cleaning:** Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction to Owner. Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt, and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent, Tenant shall, however, have the option of independently contracting for the removal of such rubbish in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such rubbish shall be pursuant to rules and regulations put forth by Owner as in the judgment of Owner, are necessary for the proper operation of the building.

31. **Security:** Upon signing of this Lease, Tenant shall deposit with Owner the sum of \$ 34,830.00 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions,

covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Security shall be placed in a non-interest bearing co-mingled account.

32. **Captions:** The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease not the intent of any provision thereof.

33. **Definitions:** The term " Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said land or building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreements between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 30 hereof), Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to H.V.A.C. service.

34. **Adjacent Excavation-Shoring:** If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

35. **Rules and Regulations:** Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations as Owner or Owner's agents may from time to time adopt and change. Notice of any additional Rules or Regulations shall be given in such manner as Owner may elect.

36. **Glass:** Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

37. Pornographic Uses Prohibited: Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene pornographic purposes or any sort of commercial sex establishment. This Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law Section 235.00.

38. Estoppel Certificates : Tenant, at any time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same full force and effect as modified and stating the modifications), stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each default. The failure to provide such statement timely shall constitute a default under this lease.

39. No Interference of Landlord's business and residence: Tenant shall not interfere with the business of Landlord or any business owned by Landlord's principal or disturb any residence occupied by Landlord's principal or family members of Landlord's principal by picketing, approaching, accosting, initiating communications with, distributing communications (orally or in writing) to, or otherwise disturbing visitors, customers, clients, and passerby at, in or near Landlord's business, Landlord's buildings, or any business owned by Landlord's principal, for the purpose of discouraging customers, clients, passerby from patronizing, visiting, or disturbing the business of Landlord, or any business owned by Landlord's principal, or any residence owned by Landlord's principal or family members of Landlord's principal. Tenant shall not publish in writing or orally make disparaging statements about the Landlord, Landlord's principal or the family member of Landlord's principal for the purpose of discouraging customers, clients and passerby from patronizing, visiting, or disturbing the business of Landlord, or any business owned by Landlord's principal, or any residence owned by Landlord's principal or family members of Landlord's principal. Tenant shall not engage in any act of economic coercion against the Landlord for the purpose of negotiating the terms within the lease or any renewal or extension thereof, or for the purpose of obtaining a new Lease from the Landlord. In the event Tenant shall be in violation of the within provision, Tenant agrees that Landlord, Landlord's principal and the family member of Landlord's principal are entitled to a temporary restraining order, a preliminary and permanent injunction from the court of appropriate jurisdiction enjoining Tenant from engaging in such activities.

40. Successors and Assigns: The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.

41. Lease language: This lease is the result of extensive negotiations between the Owner and Tenant and each party has been advised by counsel of his respective rights and obligations hereunder. It is agreed that both parties shall be deemed to have drawn this Lease in order to avoid any negative interference by any court as against the preparer of this lease and its rider and any related documents. In the event of any ambiguity in the languages of this Lease, such ambiguity shall not be construed against the preparer of this Lease and shall not be construed against one party over the other party.

In witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

Landlord
Good Care Medical, PC

By: Jing Deng, MD President

Witness for Tenant:

Tenant: Parkmed NYC, LLC

By: Michael Molaei, MD President

RIDER TO AGREEMENT DATE THE ____ TH DAY OF _____, 20____

BETWEEN GOOD CARE MEDICAL PC, AS LANDLORD AND PARKMED NYC, LLC AS TENANT

42. **Public Liability Insurance:** Tenant, at its expense, shall maintain at all times during the term of this lease and at all times when Tenant is in possession of the demised premises (i) public liability insurance in respect of the demised premises and the conduct or operation of Tenant's business therein, with Owner and its designee, as additional named insured, with a single limit of not less than \$2,000,000.00 for bodily injury or death to any number of persons in any one occurrence, and \$2,000,000.00 in respect to any one incident, and \$2,000,000.00 for property damage to real or personal property, including but not limited to damages arising out of or resulting in any way from, by virtue of, or in connection with the alterations, improvements, repairs, and/or other work performed by or in behalf of Tenant.

Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant shall deliver to Landlord said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies with a rating of "A" from A.M. Best and satisfactory to Landlord and all the policies shall contain a provision whereby at least twenty (20) days prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from the non-payment of premiums. Tenant shall also purchase and annually provide proof of the existence of the fire property and casualty insurance with extended coverage at replacement cost for the existing improvement and equipment and machinery for Tenant's business. Proof of such fire property and casualty insurance (i.e., the renewal policy and paid receipt) shall be presented to Landlord at least thirty (30) days before the expiration of the existing policy. All of the Tenant's insurance policy shall contain a clause which Tenant's insurer will waive its right of subrogation against Landlord.

43. **Real Estate Tax:**

- A. The term "Unit" shall be defined as the Condominium Unit known as Office Unit #605 in the 800 Second Avenue Condominium, which building is commonly known as and by as the street address, 800 Second Avenue, New York, NY 10017.
- B. The term "Tenant's Proportionate Share" shall mean one hundred (100%) percent.
- C. The term "Base Year" shall mean the fiscal year for period from _____ to _____.
- D. The term "Tax Year" shall mean a fiscal or calendar year for which Real Estate Taxes shall be imposed upon or *assessed* against the Building.
- E. The term "Real Estate Taxes" shall mean the aggregate of the real estate taxes, and frontage charges, assessments or other governmental charges and levies, general and special, ordinary and extraordinary, for seen and unforeseen, of any kind or nature whatsoever (including without limitation assessments including for public improvements or benefits and interest on unpaid installments thereof) which may be levied, assessed or imposed or become liens upon or arise out of the use, occupancy, possession or ownership of the Unit of which the demised premises are a part. Real Estate Taxes shall also include any increase resulting from any additions, improvements or alterations whether or not they benefit the demised premises. The term Real Estate Tax shall not, however, include inheritance, estate, succession, transfer, gift, franchise or profit tax imposed upon Landlord provided, however, that if any time during the terms of this lease the methods of taxation prevailing at the commencement at the terms of this Lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxed now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on the rent received from the building and/or Unit; (ii) a license fee measured by the rents received by the Landlord from the building and/or Unit or (iii) a tax or license imposed by the Landlord which is otherwise measured by or based on whole or in part upon the building and/or Unit or any portion thereof, then such tax or the fee shall be included in the computation of taxes, computed as if the amount of such tax or fee so payable for that part due if the building and/or Unit were the only property of Landlord subject thereto. If Landlord shall incur any expenses including, but not limited to, attorneys' fees and disbursements in connection with the Landlord's endeavor to reduce or prevent any increase in the assessed valuation, Tenant shall be obligated to pay, as additional rent, Tenant's Proportionate Share of such expenses within Ten days after demand therefor by Landlord.

Tenant's Proportionate Share of expense will not exceed Tenant's Proportionate Share of savings resulted from the tax reduction.

F. During the entire duration of this Lease, Tenant agrees to pay to Landlord as additional rent a sum equal to Tenant's Proportionate Share of the amount of increase in the Real Estate Taxes imposed on the Unit in any Tax Year during each and every year of this lease or any extension thereof. Said additional rent shall be paid on demand by Landlord. Photostatic copies of tax bills rendered by the City of New York to Landlord or its Mortgage or Agent or photostatic copies of the tax statement or record posted on the website of the City of New York shall be conclusive evidence of the amount of Real Estate Taxes fixed and of any increase in Real Estate Taxes, but shall not be a precondition for payment. Tenant agrees that payment for Real Estate Taxes will begin from the commencement date of this Lease.

G. Tenant hereby agrees and stipulates that in any court proceeding or action between Landlord and Tenant, Landlord may introduce photostatic copies of tax bills rendered by the City of New York to Landlord or its Mortgage or Agent or photostatic copies of the tax statement or record posted on the website of the City of New York as the proof and/or evidence of the amount of Real Estate Taxes fixed and of any increase in Real Estate Taxes and the photostatic copies of such documents shall be admitted into evidence in any court trial or hearing.

H. Tenant's obligation pursuant to this Article shall survive the expiration of the termination of this lease.

44. PAYMENT OF RENT AND ADDITIONAL RENT:

A. All payments, other than the annual rental as adjusted from time to time, to be made by Tenant pursuant to this lease shall be deemed additional rent, whether or not specifically so called, and in the event of any nonpayment thereof, then in addition to any other remedy that Landlord is entitled to pursue under the law, Landlord may deem such non-payment as nonpayment of rent and Landlord shall have the right to pursue all remedies under the law for non-payment of rent.

B. It shall not constitute a bar, preclusion or election of remedies against the enforcement of Landlord's rights and remedies under Article 17 of this lease for non-payment of rent or additional rent if the Landlord has already commenced a proceeding or action to recover the rent or additional rent.

C. The Tenant shall not challenge or dispute in any court of this state or in the United States or in any other jurisdiction whatsoever, or in any arbitration, mediation, or other board or panel any amount of additional rent or the computation of any amount of additional rent as contained or prepared on a statement, demand, bill from a governmental agency or proper authority required under this lease without first paying the full amount of said additional rent of the Landlord prior to the commencement of any challenge or dispute to said amount.

D. Tenant covenants and agrees that the monthly installments of annual rental shall be paid by Tenant to Landlord on or before the first day of each month without notice or demand by Landlord. In the event that such installments of annual rental shall not be paid by the fifth (5th) day of each month or any item of additional rent shall not be paid within ten days or the applicable time period following written demand therefor, the Tenant shall pay to the Landlord, as additional rent, a late charge equal to ten (10%) percent of such monthly installment or item of additional rent, and should said payment remain in arrears beyond thirty days, Tenant shall pay interest at the rate of two (2%) percent per month from the date upon which such payment is due.

E. Any payments herein made by the Landlord which are chargeable to Tenant as additional rent, shall be paid by Tenant within three (3) days from the mailing of the notice for additional rent. The Tenant's failure to make said payments within the time specified herein shall be deemed as a default and the Landlord may pursue all remedies provided herein for defaults.

F. If Landlord receives from Tenant any payment less than the sum of the annual rent, additional rent and other payments due ("Partial Payment"), Landlord, in its sole discretion, may allocate such Partial Payment in whole or in part to any other charges or to any combination thereof.

G. If Tenant is in arrears in the payment of rent, additional rent, or other charges, Tenant waives Tenant's rights, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

H. Landlord, at Landlord's option, shall have the right, if Tenant has defaulted in the payment of rent and additional rent, to demand payment of future installments of rent or additional rent by certified, bank or teller's check or by postal money order.

I. Unless Owner shall otherwise expressly agree in writing, acceptance of rental payments or additional rent from anyone other than Tenant shall not relieve Tenant of its obligations under this lease, including the obligation to pay rent or additional rent hereunder. Furthermore, such acceptance of rent or additional rent shall not be deemed to constitute Owner's consent to an assignment of this lease or a subletting or other occupancy of the demised premises by anyone other than Tenant, nor a waiver of any of the Owner's rights or Tenant's obligations under this lease.

J. Should Tenant default in the timely performance of any covenant, term or condition herein contained on Tenant's part to be performed, Landlord, at its option and without thereby waiving such a default, may perform the same for and on account of, and at the expense of the Tenant after three (3) days written notice (except in the event of an emergency, i.e., threat of personal injury and/or damage or destruction of property, when no notice shall be required). Tenant shall pay as an item of additional rent all costs and expenses which Landlord may incur in curing any of Tenant's defaults within three (3) days following delivery of a written demand therefor which costs and expenses shall include, but not be limited to, materials, fees paid to architects, engineers, attorneys, contractors, and subcontractors, fines and penalties.

K. Landlord's failure during the term of this lease to prepare and deliver any statements or bills required to be delivered to Tenant pursuant to the provisions of this lease, or Landlord's failure to make a demand for the payment of any item of additional rent, shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender its rights to collect such additional rent during the terms of this lease. Tenant's liability for the payment of any item of additional rent shall survive the expiration or sooner termination of this lease.

45. CONDITION OF PREMISES:

Tenant acknowledges that it has inspected the demised premises and is familiar with the physical condition of the same and Tenant agrees to accept the demised premises in their "AS IS" physical condition. Landlord shall not be obligated to make any repairs, improvements, or alterations to the demised premises including but not limited to, the repair or replacement of any windows, window panes, plate glass or roof, whether they be structural or not, or any fixtures contained therein whatsoever or to furnish, render or supply any work, labor, services, materials, furniture, equipment or decoration in order to make the demised premises ready or suitable for Tenant's occupancy. The Landlord shall also not be obligated to make any repairs, improvements, or alterations to any plumbing, heating, or electrical lines or pipes servicing, located in or passing through any fixtures or improvements located in the demised premises.

46. GLASS:

Tenant shall be responsible for the maintenance and replacement of all broken glass on the premises and shall promptly replace all broken glass.

47. DEFAULT:

If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Landlord may immediately or at any time thereafter, and without notice, perform the obligation of Tenant thereunder, and if Landlord, whether with or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within three (3) days of rendition of any bill or statement to Tenant therefore, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages.

48. CONDOMINIUM:

Tenant acknowledges the demised Unit is in a Condominium Building. As such, Landlord shall not be responsible for the maintenance or repair of any common areas or areas which are, as defined in the Condominium Declaration, the responsibility of 800 Second Avenue Condominium ("Condominium") nor shall Landlord be liable to Tenant for any damages arising from the failure of the Condominium to maintain or provide service in connection with the common areas or areas which are the responsibility of the Condominium. Tenant's obligations under this Lease shall not be released, excused or in any way effected by the Condominium's failure to perform, maintain or service.

49.FUEL:

Tenant acknowledges that the Condominium and not the Owner provides the heat and air-conditioning to the Unit. If Tenant is not satisfied with the sufficiency of the heating or cooling system at the Premises, Tenant may, at its own cost and subject to the approval of the Condominium and Owner, install heating and cooling units to the demised premises and be responsible for the maintenance and repair of such units. Tenant shall pay 100% of the fuel or energy used to heat and cool the demised premises arising from those units installed by Tenant. Further, Tenant acknowledges that the Condominium only provides basic heating and cooling on weekdays only. If Tenant requires weekend or evening service, Tenant shall pay for same in the amount as billed by the Condominium. If the Condominium bills Landlord for the weekend or evening heat and cooling service, Tenant shall pay same upon demand by Landlord as additional rent.

50.NO LIABILITY ON LANDLORD:

A. To the maximum extent permitted pursuant to Section 5 -321 of the General Obligations Law of the State of New York or law of like import now or hereafter in force and effect, Landlord shall not be liable to Tenant for any damages to Tenant's property or injuries to the person of Tenant, its agents, servants, employees, invitees and/or visitors and Tenant hereby releases Landlord from all liability for: damages or injuries caused by or resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow leaking into the building and/or bursting of pipes or other conduits damages and injuries caused by anyone other than the Landlord, its agents, servants or employees and/or any other cause of any nature whatsoever other than those caused by Landlord, its agents, servants or employees.

B. Tenant shall indemnify and save Landlord harmless from and against (i) any and all claims against Landlord of whatever nature arising from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees and/or visitors, including any claims arising from any act, omission or negligence of Tenant, (ii) all claims against Landlord arising from any accident, injury or damage occurring outside of the demised premises, but within or about the lands and buildings where accident, injury or damage result or is claimed to have resulted from an act or omission of Tenant, its contractors, licensees, agents, servants, employees, invitees and/or visitors, including any claim arising from any act, omission or negligence of Tenant, and (iv) any breach, violation or nonperformance of any of the terms, covenants, and conditions contained in this lease on the part of Tenant to be fulfilled, kept, observed and performed. This indemnity and hold harmless covenant shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses (including attorneys' fees and disbursements) of any kind or nature incurred in connection with any such claim or proceeding brought thereon, and the defense thereof by the Landlord. This indemnity and hold harmless covenant shall survive the expiration or the earlier termination of the term of this lease and for any period of time prior to the commencement of the term of this lease during which Tenant was given access to the demised premises.

C. Notwithstanding anything provided in this lease or provided at law or in equity to the contrary, in the event that Tenant shall obtain a monetary judgment against Landlord in any action or proceeding, Tenant shall seek satisfaction of such a judgment only from Landlord's estate and interest in the Condominium Office Unit #605 of which the demised premises form a part (or the proceeds from the sale thereof) and no other property or other assets belonging to Landlord or its directors, officers, partners, principals (disclosed or undisclosed) or employees shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of any such judgment arising from the relationship of Landlord and Tenant hereunder, Tenant's use and occupancy of the demised premises or this lease. If Tenant shall acquire a lien on such other property or assets by judgment or otherwise, Tenant shall promptly release such lien by executing and delivering to Landlord an instrument to such effect prepared by Landlord. Tenant's covenants as contained in this Article shall survive the expiration or the earlier termination of the term of this lease.

51.GOVERNMENT REGULATIONS:

A. In the event the Tenant makes any alterations, decorations, installations, etc., including, but not limited to, Tenant's changes, if any, that do not comply with applicable building regulations, administrative agency, governmental or quasi-governmental agency regulations, or that may result in the imposition of any fines, penalties (civil or criminal) or any monetary awards, costs or fees against Landlord, Tenant shall be liable for any and all costs associated therewith including, but not limited to, attorneys' fees, architects' fees, engineering fees, penalties, fines, renovation costs, construction costs, consultation and any and all other costs, which shall be deemed additional rent and due upon receipt of Landlord's statement therefor.

B. Tenant's obligation pursuant to this Article shall survive the expiration or the termination of this lease.

52. HOLDOVER:

To the maximum extent permitted by law, Tenant hereby waives any right to continued occupancy of the demised premises after the expiration of the lease imposed by any statute, rule or ordinance. If Tenant by regulatory statute, rule or ordinance is entitled to continued occupancy, and so long as such statute is in effect or applies to Tenant, then Tenant shall be obligated to pay rent on a month-to-month basis at a new base rent calculated by multiplying the base rent in effect on the last day of this lease by the product of 200%, plus any and all additional rents denominated herein, and the terms herein shall apply to such statutory tenancy to the extent they do not conflict with such statute, rule or ordinance.

53. LIMITATIONS OF ACTIONS:

In the event Landlord shall default in any obligations of this lease, the Tenant's right of action and recovery under the terms of this lease shall be limited to a claim against the real property of which this lease is a part.

54. REPAIR ON SEWERAGE AND PLUMBING:

A. It shall be the responsibility of the Tenant to maintain the sewer line from the premises in good working condition. If, due to Tenant's negligence or intended acts, the sewer line should require repair or replacement, such repair or replacement will be made by the Tenant at his own cost and expense. Should Tenant fail to make such repair or replacement, then in such event the Landlord may do same and charge the cost of same to the Tenant as additional rent due and payable on the 1st day of the month following completion of such repair or replacement.

B. The Tenant shall pay for all repairs for the plumbing in its demised premises.

55. ALTERATION:

Should the Tenant desire to make any changes or alterations or installations in and to the demised premises, it will submit a plan of such proposed changes to the Landlord for its approval. It is understood however, that prior to commencement of the work, all plans shall have all the necessary approvals from the Building Department and the Condominium. Furthermore, it is understood and agreed that any and all work shall be done in conformity with the requirements of all of the bureaus, departments, agencies or insurance organizations having jurisdiction over the work and/or the premises and/or the building of which the demises premises is a part. During any period in which Tenant is making alterations in and to the Premises, Tenant, at its expense, shall procure and maintain additional protection liability and property damage insurance in an amount determined by Landlord, with Landlord and its designee as additional named insured. Tenant shall, prior to or within three (3) days after the commencement of any work, present to Landlord the certificates evidencing that the contractor or contractors performing the work for Tenant have proper and adequate Workmen's Compensation insurance in full force and effect. Tenant shall, within five (5) days after Landlord's request, provide proof that any such insurance is still effective. All such insurance shall be maintained and kept in force until the work is fully and duly completed, and without cost or expense to Landlord. Tenant agrees to restore the premises to its original conditions, structural or otherwise upon the expiration of this lease at the option of the Landlord.

56. MECHANICS LIEN:

The Tenant shall not do or suffer anything to be done whereby the demised premises may be encumbered by a mechanics lien. If any mechanic's lien is filed against the demised premises, the building or the land or Owner's interest therein, for any work (labor or material) performed, to be performed, or claimed to have been furnished or to be furnished to Tenant, Tenant shall cause the same to be vacated or discharged of record at Tenant's own expense within ten (10) days after date of filing, by payment, by the filing of a bond as required by law, or otherwise. If Tenant shall fail to discharge any mechanic's lien, Owner may at its option, in addition to all other rights or remedies herein provided, bond or pay said lien or claim without inquiring into the validity thereof for the account of and at the expense of Tenant, and said cost and expense shall be considered additional rent.

57. CONFLICT:

If there is any conflict between the terms contained in the printed form lease and the terms contained in this Rider, the provisions of this Rider shall govern.

58. ASSIGNMENT AND SUBLETTING:

- (I) Tenant may not sublet any portion of the demised premises under any circumstances upon prior written notice to Landlord, provided however, that tenant shall not engage in the same medical specialty as Landlord,
- (II) Tenant shall not assign this lease without the prior written consent of Landlord and Landlord shall not unreasonably withhold consent provided that:
 - A) Tenant is not in default of this lease at the time consent from Landlord is sought;
 - B) the assignee will assume all duties and liabilities of Tenant as found in this lease;
 - C) Tenant will furnish to Landlord, fifteen (15) days prior to the assignment of this lease, a copy of the proposed assignment and assumption of lease or the sublease agreement, properly executed;
 - D) Tenant will pay Landlord's reasonable attorney's fee, the amount of which shall be determined by Landlord's attorney.
 - E) Assignee provide financial statement, tax return, and personal guaranty to the Lease satisfactory to the Landlord.
 - F) Assignee is in the same business as Tenant and will use the demised premises only for the same purpose as specified in the first page, provision 2, of the printed form of this Lease.
 - G) Assignee shall deposit with Landlord an amount equal to one additional month of rent due on the last year of this Lease as additional security deposit.

59. LIMITATION OF TENANT'S REMEDY AND NO SET-OFF:

- (A) with respect to any provision of this lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant in no event shall be entitled to make, nor shall Tenant make any claim, and Tenant hereby waives its right to make any claim for money damages; nor shall Tenant claim damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment.
- (B) The Tenant agrees that the rent hereunder provided to be paid shall become due and payable to the Landlord without demand therefore and without offset or defense of any kind whatsoever. If the Tenant shall allege or claim any damages resulting from any breach or alleged breach by the Landlord under the terms of this lease or any claim of any kind whatsoever arising in favor of the Tenant against the Landlord, the Tenant agrees that such claim shall not be asserted and may not be asserted against the Landlord either as a counterclaim, set-off or defense in any action or proceeding brought by the Landlord against the Tenant for the payment of rent or recovery of possession of the demised premises. Such claim by the Tenant against the Landlord shall only be enforced, prosecuted or maintained by a separate action or proceeding instituted by the Tenant against the Landlord and not be consolidated with any action or proceeding brought by the Landlord against the Tenant for the payment of rent or recovery of possession of the demised premises.
- (C) If, after default in payment or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any removable trade fixtures, machinery or other personal property installed by Tenant prior to such default, removal, expiration of lease, or the issuance of the Final Order of Execution of the Warrant, then, and in that event, the said fixtures, machinery and personal property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

60. INTENTIONALLY DELETED

61. PREVENTION AGAINST HAZARDOUS CONDITIONS:

The Tenant shall not use the demised premises or any part thereof for any purpose which shall be deemed extra-hazardous by the New York Board of Fire Underwriters or any similar authority having jurisdiction thereover.

62. INCREASE IN INSURANCE:

If by virtue of the Tenant's occupancy or use of the demised premises, the rate of any of Landlord's insurance for the entire Condominium Unit is increased, then the Tenant agrees to reimburse the Landlord as additional rent hereunder for that portion of the increase in Landlord's insurance and Tenant shall make such reimbursement on the first day of the month following the Landlord's demand.

63. UTILITY METERS:

(A) Owner shall not be obligated to furnish to Tenant or the demised premises any hot water, heat, gas, air conditioning, cleaning or any other services or utilities of any kind of nature whatsoever. Tenant shall at Tenant's sole cost and expense, ventilate and air condition, and shall install and provide all necessary water, sewer and other utility services for the demised premises and shall make all furnished to the demised premises, including, without limitation, the furnishing, installing and maintaining of all meters and other components of all such systems. Owner shall not be liable to Tenant in damages or otherwise for any failure or Tenant to make arrangements for or to obtain any utilities or services or for any failure of Tenant to heat, ventilate or air condition, or the provide water for the demised premises. Tenant shall not be released or excused from the performance of any of its obligations under this lease for any such failure of for any interruption or curtailment of any such utilities or services, and no such failure, interruption or curtailment shall constitute a constructive or partial eviction. Tenant shall not permit or suffer any utility facility to be overloaded.

(B) The Condominium currently supplies electricity, heating and cooling the Premises which Tenant may use and enjoy at no additional cost. However, if at anytime the Condominium decides to separately bill Landlord for electrical use, fuel consumption, heating, cooling or hot water, then Tenant shall pay for fifty percent of the amount as billed by the Condominium within the ten days of Landlord's presentment of bill as additional rent. If the Condominium at anytime ceases to provide electrical service, heating or cooling the Unit, Tenant shall pay directly to the utility companies or governmental units promptly as and when due all charges for utilities and services used or consumed in or in connection with the demised premises, including, without limitation, gas, oil and heat.

(C) If Tenant wishes to upgrade the electrical system, Tenant shall do so at its own cost and expense and shall install and maintain the meter for the electrical system; Tenant shall then pay for 100% of its electrical use as measured by the meter.

(D) Notwithstanding anything to the contrary contained in this lease, Tenant shall, at Tenant's sole cost and expense, maintain and promptly make all repairs, ordinary and extraordinary, to all components of the electrical, heating, water, ventilating, air conditioning, one-half of sprinkler system, sanitary and other utility systems within the demised premises, including, without limitation, all meters.

64. INTENTIONALLY DELETED

65. YELLOWSTONE WAIVER:

Tenant waives its rights to bring a declaratory judgment action with respect to any provision of this Lease, or with respect to any notice sent pursuant to the provisions of this Lease, and expressly agrees not to seek injunctive relief which would stay, extend or otherwise toll any of the time limitation or provisions of this Lease, or any notice sent pursuant thereto. Any breach of this paragraph shall constitute a breach of substantial obligations of the tenancy, and shall be grounds for the immediate termination of this Lease. It is further agreed that in the event injunctive relief is sought by tenant or if a "Yellowstone" injunction (First National Stores, Inc. v. Yellowstone Shopping Center, Inc., 21 N.Y. 2d 630) is sought, the Owner shall be entitled to recover the costs of opposing such an application or action, including its attorneys' fees actually incurred. It is the intention of the parties hereto that their disputes be adjusted via summary proceeding.

66. SECURITY DEPOSIT:

The security deposit made by Tenant shall always be equal to two times the amount of the then current rent. Tenant shall pay the deficiency to Landlord within 10 days from the date that the minimum base rent is being increased. Landlord is not required to pay Tenant any interest on the security deposit and may retain same in a co-mingled account.

67. PERMISSIBLE USE:

Landlord makes no representation as to the permissible use of the demised premises. Tenant hereby advises Landlord that it has conducted its own investigation and consulted its own architect and attorney regarding the current certificate of occupancy and permissible use of the demised premises from the relevant governmental authority. Tenant shall at its expense obtain all necessary licenses, permits, and certificates from all relevant governmental authorities for Tenant's intended use as specified in paragraph 2 of the printed form of this Lease.

68. INTENTIONALLY DELETED

69. REMOVAL OF RUBBISH:

Supplementing paragraph 30, Tenant hereby elects to independently contract for the removal of rubbish and refuse from the demised premises. Tenant shall provide Landlord a copy of the service contract for daily removal of rubbish and refuse, seven days in a week, including but not limited to proper daily removal of medical wastes in accordance to law and governmental regulations. However, if rubbish and refuse are not continuously removed from the premises to the satisfaction of the Landlord, Landlord shall contract for same and Tenant shall pay the costs thereof as additional rent. Should Tenant fail to comply with the terms herein, Landlord may undertake to remove all rubbish and Tenant shall reimburse same as additional rents.

70. RESTRICTIONS:

In addition to any other restrictions set forth in this lease, Tenant shall not (a) use any other premises or area outside of the demised premises for the sale or display of any merchandise, for solicitations or demonstrations or for any other business, occupation, undertaking or activity (b) store any trash or garbage in any area other than inside the demised premises (and Tenant shall, at Tenant's sole cost and expense, attend to the daily disposal of trash) (c) suffer, permit or commit any waste or any nuisance or other act or thing in the demised premises which may disturb any other tenant or occupant in the building; (d) permit music or any other sounds in the demised premises to be heard outside of the demised premises; (e) use or permit or suffer the use of any machines or equipment in the demised premises which cause vibration or noise that may be transmitted or heard outside of the demised premises; (f) permit odors or fumes beyond the demised premises; (g) to the extent possible, permit its customers or deliverymen to loiter immediately outside the demised premises or the building; (h) place or install, or permit or suffer to be placed or installed or maintain, any sign upon or outside the demised premises or the building unless same is done in accordance with all laws, insurance requirements and provisions of this lease; (i) place or install, or permit or suffer to be placed, installed or maintained, any awning, canopy, banner, flag, pennant, aerial, antenna or the like upon or outside the demised premises or the building, unless same is done in accordance with all laws, insurance requirements and provisions of this lease; (j) Tenant covenants and agrees not to display any lettering or erect any sign unless the same shall comply with the applicable law, rules and regulations nor (k) violate any rules and restrictions defined in the Declaration of the 800 Second Avenue Condominium, as amended and/or hereafter amended. The foregoing covenant is and shall be a substantial obligation of the Tenant under this lease. Tenant shall be responsible for, and shall hold the Landlord harmless from, any claims and liability for damage to person or property resulting, directly or indirectly from the violation of any of the aforementioned restrictions.

71. NO WAIVER OF BREACH:

A. If and when Landlord did not insist upon a strict performance of any of the covenants of this Lease, or did not exercise any option herein contained, this may not be construed as a waiver or relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord or any provision hereof shall be deemed to have been unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof, no further assignments shall be made without express consent in writing by the Landlord, which consent shall not be unreasonably withheld or delayed.

B. Each and every covenant contained in this Lease shall be deemed separate and independent of any other provision of this Lease. In the event that any portion or paragraph or any portion of a paragraph of this Lease be declared invalid, the balance of any affected paragraph and the balance of the provisions hereof shall remain in full force and effect.

72. DEFINITION OF LANDLORD:

The term "Landlord" as used in this Lease shall have the same meaning as the term "Owner" as written in the preamble of this Lease Agreement.

73. SHAREHOLDERS OF TENANT CORPORATION:

Tenant hereby certifies that the following people are and represent all of the shareholders of the tenant's corporation or limited liability company and their respective percentage shareholder interest are set forth below:

<u>Name</u>	<u>Percentage interest</u>	<u>Number of shares</u>
Michael Molaei, MD	100%	

74. KEY AND ACCESS:

Tenant shall give Landlord access and unrestricted 24 hours a day entry and a key to the demised premises.

75. OPTION TO RENEW:

Provided that Tenant is not then in default of the Lease and has not been in default more than two (2) times over the term of the Lease, Tenant shall have the option to renew this Lease for an additional ten (10) years commencing from 04/01/2014 to 3/31/2025 +("Option Period") with a rental rate commencing at the then current market value to be agreed upon between the parties. Tenant shall exercise its option within the period of 360 days to 180 days prior to the expiration date of this Lease by sending Landlord via certified mail, return receipt requested, a written notice of its desire to exercise its option to renew. If Tenant fails to exercise its option on or before the 180th day prior to the expiration date of this Lease, then it shall be deemed that Tenant has waived its rights to extend the Lease. If Landlord and Tenant cannot agree on terms for a renewal in a ten (10) day period after notice is given, the parties will submit the issue to the Real Estate Board of New York for binding arbitration regarding fair market value.

76. OPTION TO PURCHASE:

If Tenant is not in default of this Lease, Tenant shall have the option to purchase the premises at a price of \$600.00 per square foot or at the then market value to be determined by an independent appraiser chosen by the parties or if a mutual appraiser cannot be agreed upon by the parties, then an appraisal agreed to be chosen by each parties appraiser, whichever is greater at the time of the offer. Tenant may exercise this option to purchase anytime between August 1, 2014 and December 1, 2014 by sending to Landlord (via certified mail, return receipt requested) a notice of its interest to purchase and closing of the transaction will be within four months after the date of Tenant's notice, time being of the essence. If Tenant does not exercise its option to purchase within the period, the option to purchase shall expire and Tenant should have no further rights to purchase the premises.

Landlord
Good Care Medical, PC

Tenant
Parkmed NYC, LLC

By: Jing Deng, MD President

By: Michael Molaei, MD President

Schedule A
TO
LEASE AGREEMENT DATED THE ____TH DAY OF ____ OF 20__
BETWEEN GOOD CARE MEDICAL PC, AS LANDLORD
AND
PARKMED NYC, LLC, AS TENANT

Tenant shall pay to the Landlord the minimum base rent for the demised premises in accordance with the provisions of this lease at the following rate:

<u>PERIOD</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
Year 1	\$33,424.58	\$401,094.98
Year 2	\$34,393.89	\$412,726.73
Year 3	\$35,391.32	\$424,695.80
Year 4	\$36,417.67	\$437,011.98
Year 5	\$37,473.78	\$449,685.33
Year 6	\$38,560.52	\$462,726.20
Year 7	\$39,678.77	\$476,145.26
Year 8	\$40,829.46	\$489,953.47
Year 9	\$42,013.51	\$504,162.12
Year 10	\$43,231.90	\$518,782.82

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

1. The sidewalks, entrances, driveways, passages, courts, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by a Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevator and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise; any hand trucks except those equipped with rubber tires and safeguards.
2. If the demised premises are situated on the ground floor of the building, Tenant thereof shall further at Tenant's expense keep the sidewalks and curb and at least 18 inches from the curb to the public street in front of said building clean and free from ice, snow, debris, etc.
3. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designated or constructed.
4. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may recover same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
6. Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and if linoleum or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by the Owner. Owner reserves the right to inspect all freight and to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
8. Owner shall have the right to prohibit any advertising by Tenant which in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
9. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflatable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.

10. Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all sales, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgment to absorb and prevent vibration, noise and annoyance.
11. Refuse and Trash-Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Tenant agrees that the above rules and regulations may be changed by Landlord from time to time at Landlord's sole discretion.

Landlord
Good Care Medical, PC

Tenant
Parkmed NYC, LLC

By: Jing Deng, MD President

By: Michael Molaei, MD President

Addendum

- A. No broker, tenant, represents and warrants that it has not dealt with any broker, agent or finder in connection with this Lease agreement. Tenant represents that this is not a transferred or assigned Lease.
- B. Cleaning. Tenant shall be responsible for cleaning demised premises and pay Landlord as additional rent tenant's prorata share of the common area cleaning expenses. Provided however, tenant shall have final authority to engage or terminate any cleaning service or personnel responsible for cleaning the common area.
- C. Landlord agrees to promptly after execution of this Lease to undertake repairs improvements and alterations to the two bathrooms and hallways in the common areas to a standard satisfactory to Tenant.

Landlord

Tenant

GOOD CARE MEDICAL, PC

Parkmed NYC, LLC

By: Jing Deng, MD, President

By: Michael Molaei, MD

↑ N

605

Unit 605

Unit 610

Unit 610 EAST

878

SECOND AVENUE

E

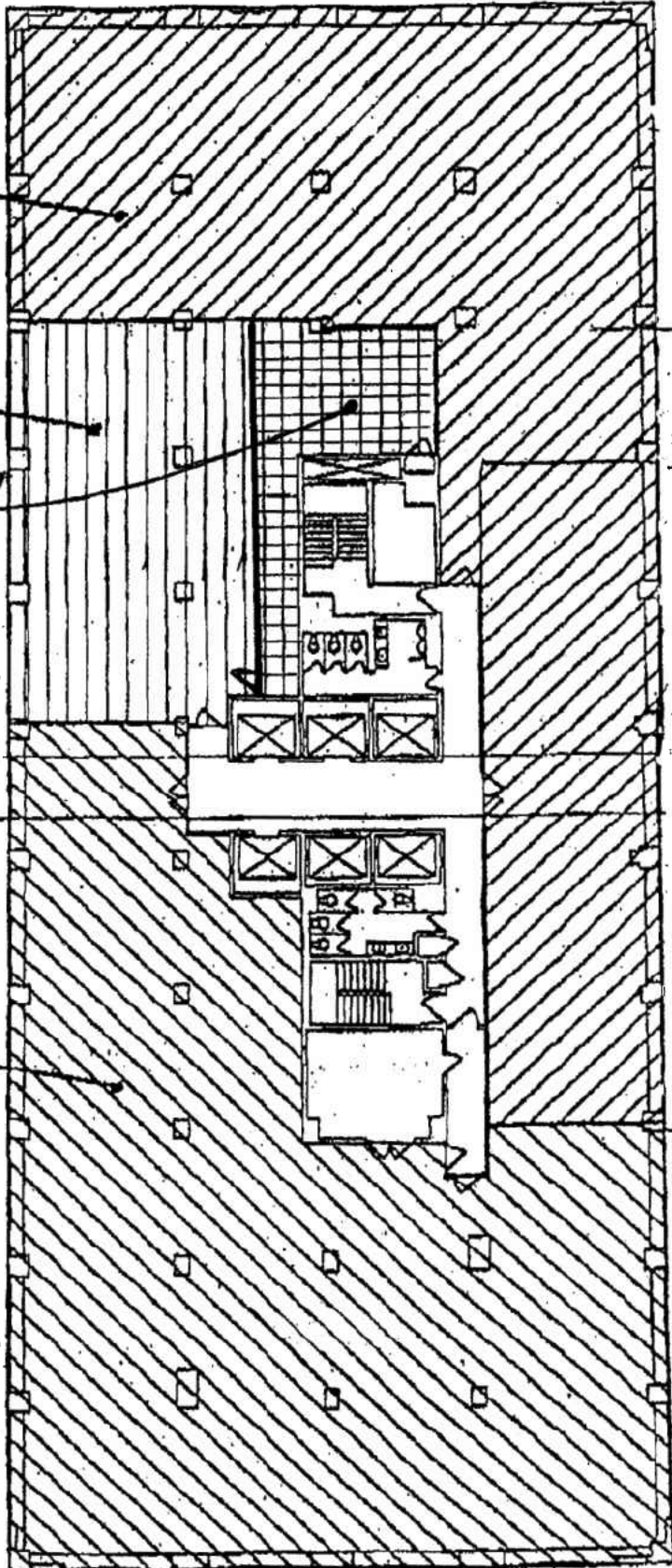
Unit 600

PLATE SIX

40 50

EAST 42nd STREET

Schedule B





EXCELLENCE IN WOMEN'S HEALTHCARE

June 5, 2013

James Dering, Esq.
General Counsel
New York State Department of Health
Corning Tower, Room 2438
Empire State Plaza
Albany, NY 12237

RE: PARKMED NYC, LLC

Dear Mr. Dering:

The proposed financial/referral structure of Parkmed NYC, LLC has been assessed in light of federal and state anti-kickback and self-referral laws, with the consultation of legal counsel, and the applicant has concluded that proceeding with the proposed structure is acceptable.

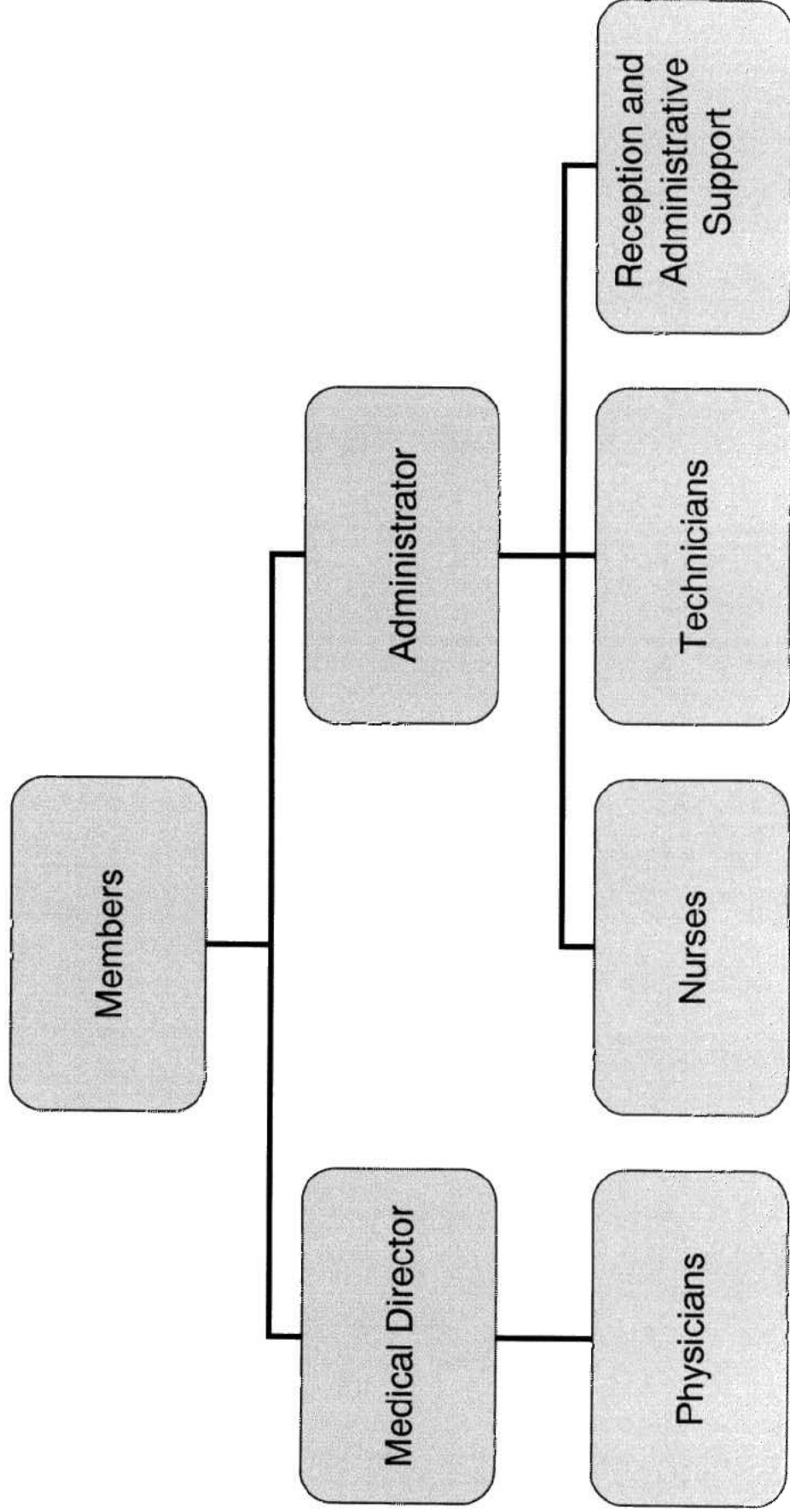
Sincerely,

A handwritten signature in black ink, appearing to read 'M. Molaei', is written over a horizontal line. The signature is fluid and cursive.

Michael Molaei, MD

PARKMED ASC, LLC

Organizational Chart



**ARTICLES OF ORGANIZATION
FOR
PARKMED NYC, LLC**

Under Section 203 of the Limited Liability Company Law
of the State of New York

Filed by:

Nixon Peabody LLP
677 Broadway
10th Floor
Albany, New York 12207

**ARTICLES OF ORGANIZATION
FOR
PARKMED NYC, LLC**

Under Section 203 of the New York State Limited Liability Company Law

THE UNDERSIGNED, being authorized to execute and file these Articles, hereby certifies:

- FIRST:** The name of the limited liability company ("Company") is: **PARKMED NYC, LLC.**
- SECOND:** The Company is formed for the following purposes and shall have the following powers: (a) to own and operate Parkmed NYC, LLC, an ambulatory surgery center pursuant to the provisions of Article 28 of the Public Health Law at 800 Second Avenue, 6th Floor, New York, New York 10017 in New York County, New York; and (b) to do any and all activities necessary or incidental to the foregoing. The objects and purposes provided for herein shall be subject to the approvals or consents of such regulatory authorities as may be required by law. The Company is not being formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency or other body without such consent or approval first being obtained.
- THIRD:** The principal office of the Company is to be located in the County of New York County.
- FOURTH:** The Secretary of State is designated as the agent of the Company upon whom process against the Company may be served. The post office address within or without the State of New York to which the Secretary of State shall mail a copy of any process against the Company served upon such Secretary of State is c/o Peter J. Millock, Esq., Nixon Peabody LLP, 677 Broadway, Albany, New York 12207.
- FIFTH:** The Company is to be managed by its members.

- SIXTH:** No person may own ten (10) percent or more of any membership interest or control more than ten (10) percent of any voting rights without obtaining the approval of the New York State Public Health Council.
- SEVENTH:** All transfers, assignments, or other dispositions of membership interests or voting rights must be effectuated in accordance with Public Health Law §2801-a(4)(b).
- EIGHTH:** Neither the management structure of the Company nor the provisions hereof setting forth such structure may be deleted, modified or amended without the prior approval of the Department of Health.

IN WITNESS WHEREOF, these Articles have been subscribed this day of May, 2013, by the undersigned who affirms that the statements made herein are true under the penalties of perjury.



Michael M. Molaei, M.D.
Organizer

**OPERATING AGREEMENT OF
PARKMED NYC, LLC
A NEW YORK LIMITED LIABILITY COMPANY**

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS.....	1
Section 1.01 Additional Capital Contribution.....	1
Section 1.02 Articles of Organization.....	1
Section 1.03 Capital Account.....	1
Section 1.04 Capital Contribution.....	1
Section 1.05 Code.....	1
Section 1.06 Company.....	1
Section 1.07 Distribution.....	1
Section 1.08 Fiscal Period.....	1
Section 1.09 Gross Income.....	1
Section 1.10 Initial Capital Contribution.....	1
Section 1.11 LLC Law.....	1
Section 1.12 Members.....	2
Section 1.13 Membership Interest.....	2
Section 1.14 Membership Percentage.....	2
Section 1.15 Net Income or Loss.....	2
Section 1.16 Operating Agreement.....	2
Section 1.17 Person.....	2
Section 1.18 Transfer.....	2
ARTICLE II. ORGANIZATION.....	2
Section 2.01 Formation.....	2
Section 2.02 Name.....	2
Section 2.03 Purpose.....	2
Section 2.04 Principal Office.....	3
Section 2.05 Capital Contributions.....	3
Section 2.06 Organizational Expenses.....	3
Section 2.07 Changes in Management.....	3
ARTICLE III. ALLOCATIONS AND DISTRIBUTIONS.....	4
Section 3.01 Allocation of Net Income or Loss.....	4
Section 3.02 Distributions.....	4
ARTICLE IV. MEMBERS.....	5
Section 4.01 Meetings of Members.....	5
Section 4.02 Voting by Members.....	6
Section 4.03 Admission of Members.....	6
Section 4.04 Powers of Members.....	6
Section 4.05 Duties of Members.....	7
Section 4.06 Representations of Members.....	7
ARTICLE V. MANAGEMENT.....	8
Section 5.01 Vesting of Management Authority.....	8
Section 5.02 Duties of Members.....	8

Section 5.03	Devotion of Time; Compensation	8
Section 5.04	Liabilities of Members	8
Section 5.05	Contracts with Affiliated Persons	8
Section 5.06	Conflicts of Interest	9
Section 5.07	Resolution of Disputes	9
Section 5.08	Committees.....	10
ARTICLE VI. OFFICERS		10
Section 6.01	Election.....	10
Section 6.02	President The President shall set the agenda for and preside at all meetings of Members and shall perform such other duties as the Members may from time to time determine. 10	
Section 6.03	Secretary/Treasurer	10
ARTICLE VII. MEMBERSHIP INTERESTS		11
Section 7.01	Application to Membership Interests	11
Section 7.02	Restrictions on Transfer of Membership Interests	11
Section 7.03	Rights of Transferees of Membership Interests	12
ARTICLE VIII. DISSOLUTION.....		12
Section 8.01	Dissolution.	12
Section 8.02	Winding up the Company.	13
Section 8.03	Termination	13
Section 8.04	Final Statement.....	13
ARTICLE IX. BOOKS AND ACCOUNTS.....		13
Section 9.01	Books and Accounts.....	13
ARTICLE X. INDEMNIFICATION OF MEMBERS AND OFFICERS		13
Section 10.01	Indemnification of Members and Officers	13
Section 10.02	Advancement of Expenses	14
Section 10.03	Procedure for Indemnification.	14
Section 10.04	Contractual Article	15
Section 10.05	Insurance	15
Section 10.06	Non-exclusivity	16
ARTICLE XI. TERMINATION		16
Section 11.01	Termination Generally	16
Section 11.02	Termination Upon Transfer of Membership Interests.....	16
ARTICLE XII. CERTIFICATES OF MEMBERSHIP INTEREST.....		16
Section 12.01	Certificates	16
Section 12.02	Replacement Certificates.....	16
Section 12.03	Restrictive Endorsement	17

ARTICLE XIII. GENERAL	17
Section 13.01 Other Business Interests	17
Section 13.02 Notices.....	17
Section 13.03 Captions.....	17
Section 13.04 Pronouns and Plurals.....	17
Section 13.05 Entire Agreement	18
Section 13.06 No Waiver	18
Section 13.07 Further Actions.....	18
Section 13.08 Binding Effect	18
Section 13.09 Creditors	18
Section 13.10 Validity	18
Section 13.11 Governing Law.....	18
Section 13.12 Amendment	18
Section 13.13 Counterparts	18

OPERATING AGREEMENT

This Operating Agreement of PARKMED NYC, LLC (the "Company"), is hereby entered into as of the _____ day of May, 2013 by the undersigned Member listed at the end of this agreement.

ARTICLE I. DEFINITIONS

As used in this Operating Agreement the following terms shall have the following meanings:

Section 1.01 Additional Capital Contribution. Any Capital Contribution made by a Member after the date of this Agreement in accordance with Section 2.05 hereof.

Section 1.02 Articles of Organization. The Articles of Organization PARKMED NYC, LLC filed with the Department of State of the State of New York pursuant to the LLC Law.

Section 1.03 Capital Account. The sum of the cash and the fair market value of any other property contributed by a Member, adjusted from time to time to reflect the amount of any Net Income or Loss allocated to the Member and any Distributions made to the Member.

Section 1.04 Capital Contribution. The money contributed by a Member and the fair market value of any other property contributed by a Member in accordance with Section 2.05 hereof.

Section 1.05 Code. The Internal Revenue Code of 1986, as amended.

Section 1.06 Company. PARKMED NYC, LLC, a New York limited liability company.

Section 1.07 Distribution. Any transfer of money or other property to a Member, in its capacity as a Member, from the Company. For purposes of this Section, property is to be valued at its fair market value on the date of transfer.

Section 1.08 Fiscal Period. From January 1 to December 31 of each year or such portion thereof as the Company shall be in existence.

Section 1.09 Gross Income. Gross Income for any Fiscal Period means the gross receipts of the Company during such period.

Section 1.10 Initial Capital Contribution. The Capital Contribution made by a Member on or prior to the date of this Agreement in accordance with Section 2.05(a) hereof.

Section 1.11 LLC Law. The New York Limited Liability Company Law, as amended from time to time.

Section 1.12 Members. Michael M. Molaei, M.D., and any individuals that become Members after the date hereof in accordance with the terms of this Agreement (which individuals shall thereafter be deemed to be parties hereto).

Section 1.13 Membership Interest. The interest in the Company held by a Member including any interest in the Company's capital, assets, income or loss, denominated in "Units".

Section 1.14 Membership Percentage. The percentage of interest of each Member in the net assets of the Company, determined by dividing the number of Units owned by each Member by the number of total Units issued and outstanding.

Section 1.15 Net Income or Loss. Net Income or Loss for any Fiscal Period means the difference between gross receipts of the Company during such period and all expenses and deductions of the Company for such period determined in accordance with the accounting method followed by the Company for federal income tax purposes. Every item of income, gain, loss, deduction, credit or tax preference entering into the computation of such Net Income or Loss, or applicable to the period during which Net Income or Loss was realized, shall be allocated to each Member in the same proportion as Net Income or Loss is allocated to such Member.

Section 1.16 Operating Agreement. This Operating Agreement, as amended from time to time.

Section 1.17 Person. An individual, a corporation, a partnership, a limited liability company or partnership, a trust, an unincorporated organization, a government or any agency or political subdivision thereof, or any other entity.

Section 1.18 Transfer. The term "transfer" shall mean any sale, assignment, transfer, grant, mortgage, pledge, hypothecation, gift, encumbrance or other disposition, by operation of law or otherwise, of a Membership Interest or any portion thereof, including any interest in the Company's capital, assets, income or loss.

ARTICLE II. ORGANIZATION

Section 2.01 Formation. Michael M. Molaei, M.D., by the filing of the Articles of Organization with the Department of State of the State of New York, formed a limited liability company pursuant to the LLC Law.

Section 2.02 Name. The name of the Company is PARKMED NYC, LLC.

Section 2.03 Purpose. The Company is formed for the following purposes:

- (a) to own and operate Parkmed NYC, LLC, an ambulatory surgery center pursuant to the provisions of Article 28 of the Public Health Law at 800 Second Avenue, 6th Floor, New York, New York 10017 in New York County, New York; and

(b) to do any and all activities necessary or incidental to the foregoing.

Section 2.04 Principal Office. The principal office of the Company shall be located at 800 Second Avenue, 6th Floor, New York, New York 10017 in New York County, New York. The Company may have such additional place or places of business as the Members may from time to time deem advisable.

Section 2.05 Capital Contributions.

(a) Each Member has contributed to the Company money or property and may, from time to time, contribute to the Company additional money or property.

(b) No Member shall be entitled to the return of all or any part of his, her or its Capital Contribution prior to the partial or total liquidation of the Company. Any return of Capital Contributions to a Member shall be solely from Company assets and no Member shall have any liability for any such return.

(c) Except as otherwise specifically provided in this Operating Agreement, no Member shall have the right to withdraw or reduce its Capital Contribution or to demand and receive property other than cash from the Company in return for its Capital Contribution or as a Distribution.

(d) No Capital Contribution to the Company shall bear interest.

(e) No Member shall have any right of partition with respect to property owned by the Company.

(f) No Member shall be obligated to make loans to the Company or to repay any deficit in its Capital Account.

(g) Until such Capital Contribution is made, any Member who fails to make a Capital Contribution required by the Members shall lose the right to exercise the rights of a Member or Member of the Company to receive Distributions, to attend and vote at meetings of the Members, and the total votes that may be cast by Members on the basis of which quorums and actions are based pursuant to this Agreement shall not reflect the Member's Membership Interest.

Section 2.06 Organizational Expenses. The Company shall pay all formation and organizational expenses of the Company.

Section 2.07 Changes in Management. Neither the management structure of the Company nor the provisions hereof setting forth such structure may be deleted, modified or amended without the prior approval of the Department of Health.

ARTICLE III.

ALLOCATIONS AND DISTRIBUTIONS

Section 3.01 Allocation of Net Income or Loss.

(a) Except as otherwise provided in paragraphs (b) and (c) of this Section 3.01, Net Income and Loss and every item of income, gain, loss and deduction entering into the computation of Net Income or Loss for any Fiscal Period, shall be allocated among the Members in accordance with each Member's Membership Percentage. The Membership Percentage of each Member are set forth in Schedule 3.01.

(b) Upon (i) the admission of a Member, (ii) the making of an Additional Capital Contribution by a Member, (iii) an assignment of an interest in the Company pursuant to Article VII hereof, or (iv) a partial or complete withdrawal by a Member, during any Fiscal Period, items of Net Income or Loss for that Fiscal Period shall be allocated among the Members to reflect their varying interests during the Fiscal Period. For purposes of computing the varying interests of each Member, the Company shall make an interim closing of its books as of the effective date of the admission of a Member, the making of an Additional Capital Contribution, the assignment of an interest in the Company, or a partial or complete withdrawal by a Member and compute the items of Net Income or Loss applicable to the period of time before and after that date.

(c) If any fees paid or other payments made to any Member are determined to be a distribution of profits of the Company for federal income tax purposes, gross income of the Company in an amount equal to the amount of the fee or other payment determined to be a distribution of profits shall be allocated to such Member. To the extent that any Distribution to any Member is determined for federal income tax purposes to be a fee paid to that Member, that Member's allocated share of Loss shall be increased, or its share of Income reduced, by an amount equal to the amount of such Distribution.

(d) Except as otherwise provided in this Section 3.01(d), every item of income, gain, loss, deduction, credit and tax preference taken into account in computing Net Income or Loss for any Fiscal Period, or applicable to that Fiscal Period for income tax purposes shall be allocated among the Members by using the principles of paragraphs (a), (b) and (c) of this Section 3.01. The Members acknowledge that Section 704(c) of the Code may require that items of income, gain, loss and deduction of the Company be allocated among the Members to take account of the difference between the Company's tax basis in its assets and the fair market value of Company assets under certain circumstances. To reflect any requirements of Section 704 of the Code, the Company may allocate tax items to the Members to the extent necessary to take into account the differences between the Company's tax basis in Company assets and the fair market value of Company assets using the remedial allocation method of Treas. Reg. Section 1.704-3(d).

Section 3.02 Distributions. The Company shall make Distributions out of funds available for distribution to the Members after all Company obligations then due or coming due shall have been satisfied or reasonably provided for, and subject to the Company's expenses and debt services, at such times and in such amounts as the Members shall determine to be in the best interests of the Company, except that Distributions to cover the income tax liability that would be the obligation of Members based on income earned by the Company shall be made even if other Company obligations have not been satisfied. Distributions shall be made to each Member according to the

Member's Membership Percentage as of the time the Distribution is made. All Distributions shall be made in lawful money of the United States, except as otherwise agreed by all of the Members.

ARTICLE IV.

MEMBERS

Section 4.01 Meetings of Members.

(a) Annual Meeting. The Members shall hold a meeting of Members annually to report to the Members regarding the financial condition of the Company, to elect officers for the coming year and other issues. Such meeting shall be held on a date and at a place and time to be designated by the Members.

(b) Other Meetings. Other meetings of Members may be called at any time by not less than a majority of the Members of the Company. Such meetings shall be held on such date(s) and at such place(s) and time(s) as the Person(s) calling the meeting may designate.

(c) Notice of Meetings. The Secretary shall give written notice, personally or by first class mail or by telecopier, to all Members of the holding of any regular or other meeting of Members not less than ten nor more than fifty days prior to the date of such meeting. Notice of a meeting need not be given to any Member if a written waiver of notice, executed by such Member before or after the meeting, is filed with the records of the meeting, or to any Member who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. The business to be transacted at and the purpose or purposes of any annual or other meeting of Members shall be specified in the notice or waiver of notice of such meeting and the Members shall address only such business or purpose or purposes at the meeting.

(d) Quorum; Order of Business. The presence in person or by proxy of a majority of the Members shall be necessary to constitute a quorum. The order of business and all other matters of procedure at any meeting of Members, unless determined by the meeting itself by majority vote, shall be determined by the person presiding, who shall be the President.

(e) Adjourned Meetings. In case a quorum shall not be present at any duly called meeting of Members, the majority of the Members present may adjourn the meeting from time to time not exceeding thirty days at any one time until a quorum shall be present and the business of the meeting accomplished; and of such adjourned meeting, no notice need be given.

(f) Written Consent of Members.

(i) Any action required or permitted to be taken by vote at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken shall be signed by Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote therein were present and voted and shall be delivered to the principal office of the Company. Delivery may be made to the principal office of the Company or to the Members by any means permitted under Section 13.02 hereof.

- (ii) Every written consent shall bear the date and signature of each Member who signs the consent, and no such consent shall be effective to take the action referred to therein unless within 60 days of the earliest date a consent is delivered in the manner described in paragraph (i) of this Section 4.01(f), written consents signed by a sufficient number of Members to take the action are similarly delivered to the Company.
- (iii) Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to those Members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

(g) **Participation in Meetings.** Members may participate in a meeting by means of conference telephone or similar communications equipment by means of which all Members participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

Section 4.02 Voting by Members.

(a) Whenever any vote or action is required to be taken by the Members under this Operating Agreement, such vote or action shall be taken (i) at a meeting of the Members entitled to vote or act thereon called and held in accordance with this Article IV, or (ii) by the Members entitled to vote or act thereon in accordance with the procedures set forth in Section 4.04 hereof.

(b) Each Member shall have a number of votes equal to his number of Units.

(c) Except as otherwise provided by law or in this Operating Agreement, all matters presented to Members for a vote or on which Members are entitled to vote shall be determined by a majority of the total number of Units of the Members.

(d) References in this Agreement to a majority vote of all the Members or a vote of the majority of the Members shall mean a majority of all votes that may be cast by Members present, in person or by proxy, or absent, at the time the vote is taken.

Section 4.03 Admission of Members. The admission of any individual, including any transferee of a Membership Interest, as a Member of the Company may be made only after the admission shall have been approved by the Members. No such approved individual shall thereafter be considered admitted as a Member until such individual (i) shall have become a party to this Operating Agreement by executing and delivering to the Company a counterpart hereof and by delivering such other documents as the Members may reasonably request and (ii) shall have made such Capital Contribution as such individual and the Members shall have agreed upon. The Members have adopted the methodology set forth in Schedule 4.03 for determining the Capital Contribution to be made by new Members. That Capital Contribution shall reflect both the Capital Contributions already made by Members and the value of the Company. The methodology shall also be used to determine the value of a Membership Interest when such Membership Interests are transferred.

Section 4.04 Powers of Members. In addition to all rights reserved to the Members by applicable law, the Members shall have exclusive power to:

- (a) Amend this Operating Agreement as provided in Section 13.12 hereof;
- (b) Approve or disapprove the dissolution of the Company;
- (c) Elect and remove officers of the Company as provided in Article V hereof;
- (d) Approve the operating and capital budgets of the Company;
- (e) Approve the salaries paid to employees of the Company;
- (f) Approve any Distributions to Members;
- (g) Approve any acquisition of real property;
- (h) Approve any unbudgeted expenditure in excess of \$5,000;
- (i) Approve any loan made or guaranteed by the Company;
- (j) Approve the sale, conveyance, mortgage, re-mortgage, pledge, lease, exchange and other disposition of all or any portion of the Company's property outside the ordinary course of business or other than as provided for in an approved budget;
- (k) Approve the acquisition by the Company of any assets or property not in the ordinary course of the Company's operations and activities.

Section 4.05 Duties of Members. The Members may not, without the affirmative vote or the written consent of all the Members, take any action or omit to take any action in contravention of this Operating Agreement or which would make it impossible to carry on the ordinary business of the Company. The Members intend that the Company not be a partnership or joint venture for any purpose other than tax purposes, and the Members intend that the Company be treated as a partnership for federal income tax purposes.

Section 4.06 Representations of Members. Each Member, severally and not jointly, hereby represents and warrants to the Company and to any other Member that:

- (i) the Member has duly executed and delivered this Operating Agreement;
- (ii) this Operating Agreement constitutes the Member's valid and binding obligation, enforceable in accordance with its terms;
- (iii) the execution, delivery and performance of this Operating Agreement do not conflict with any other agreement or arrangement to which the Member is a party or by which the Member or the Member's assets are bound;
- (iv) no consent or approval of any other person is required in connection with the execution, delivery and performance of this Operating Agreement or the consummation of the transactions contemplated hereby; and

- (v) the Member is acquiring the interest in the Company solely for the Member's own account and not for the account of any other person and not with a view to, or for, distribution, assignment, fractionalization or resale to others in whole or in part.

ARTICLE V. MANAGEMENT

Section 5.01 Vesting of Management Authority.

The management of the Company shall be vested in the Members who shall manage the Company in accordance with the LLC Law and this Operating Agreement. Neither the management structure of the Company nor the provisions hereof setting forth such structure may be deleted, modified or amended without the prior approval of the Department of Health.

Section 5.02 Duties of Members.

(a) The Members shall perform their duties as Members in good faith and with that degree of care that ordinarily prudent persons in a like position would use under similar circumstances. In performing their duties, the Members shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by (i) one or more agents or employees of the Company, or (ii) counsel, public accountants or other persons as to matters that the Members believe to be within such person's professional or expert competence. A Member who so performs the duties of Member in accordance with this Section 5.02(a) shall have no liability by reason of being or having been a Member of the Company.

(b) In addition to the foregoing, the Members shall do all things appropriate for the formation, qualification and operation of the Company, use their best efforts to maintain the status of the Company as a "limited liability company" for state law purposes and as a "partnership" for federal income tax purposes, have fiduciary responsibility for the safekeeping and use of all funds and assets of the Company and not employ or permit others to employ such funds or assets (including any interest earned thereon) in any manner except for the benefit of the Company and maintain a current list of the names and last known addresses of each Member at the Company's principal office.

Section 5.03 Devotion of Time; Compensation. The Members shall devote such of their time as they deem reasonably necessary to the affairs of the Company. Each Member shall be entitled to reimbursement for all expenses incurred in connection with his services as Member.

Section 5.04 Liabilities of Members. No Member shall be liable, responsible or accountable for any debts, liabilities or obligations of the Company or of any other Member, whether arising in tort, contract or otherwise, solely by reason of being a Member or acting (or omitting to act) in such capacity or participating (as an employee, consultant, contractor or otherwise) in the conduct of the business of the Company.

Section 5.05 Contracts with Affiliated Persons. The Company may acquire property or services from a Person affiliated with the Company, so long as such transaction is on terms no less

favorable to the Company than those that would obtain in a transaction with another Person and is fully disclosed in writing to all Members.

Section 5.06 Conflicts of Interest. The Company may enter into contracts or transact business with any person, corporation, partnership, limited liability company, association, trust company, organization or other concern in which any Member or employee is a director, officer, trustee, member, beneficiary or stockholder or is otherwise interested; and in the absence of fraud, no such contract or transaction shall be invalidated or in any way affected by the fact that such Members or employees of the Company have or may have interests which are or might be adverse to the interest of the Company; provided, that the nature and extent of such interest shall be disclosed or shall have been known to the Members. A general notice of a Member's or employee's interest in any corporation or other concern of any kind referred to above shall be a sufficient disclosure. Any Member or employee who is interested in any corporation or other concern of any kind referred to above with which the Company proposes to contract or transact any business, or has an interest, pecuniary or otherwise, in any such contract or transaction, shall not participate in or vote to authorize any such contract or transaction, but may participate in the discussion thereof. Any such contract or transaction may be authorized or approved by a disinterested majority of the votes of the Members. In the absence of fraud, no Member or employee having such adverse interest shall be liable to the Company or to any creditor thereof or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such Member or employee be accountable for any gains or profits realized thereon. Nothing herein shall prevent any Member or employee from receiving full and fair compensation for any services rendered or property given or made available to the Company with prior approval of Company.

Section 5.07 Resolution of Disputes.

(a) Mediation. If a disagreement exists between or among the Members, arising out of, or relating to this Agreement or the performance thereof, any Member may elect to submit the disagreement to mediation under the Commercial Mediation Rules of the American Arbitration Association. If any Member so elects, any other Member or Members shall submit to mediation. The mediator shall not have authority to impose a settlement upon the Members, but will attempt to help them reach a satisfactory resolution of the disagreement. The mediator shall end the mediation whenever, in his judgment, further efforts at mediation would not contribute to a resolution of the submitted disagreement. Whether or not a disagreement is submitted to mediation pursuant to this subparagraph, a vote of the Members which is the subject of the disagreement, shall be binding on the Company.

(b) Arbitration. All claims, disputes and other matters in question by, between or among the Members, arising out of, or relating to this Agreement or the performance thereof may be submitted to, and determined by, arbitration if good faith negotiations among the Members do not resolve such claim, dispute or other matter within sixty (60) days and the Members have not elected to submit such claim, dispute or other matter to mediation pursuant to Section 5.10(a). Such arbitration shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, insofar as they are not inconsistent with the provisions expressly set forth in this Agreement, unless the Members mutually agree otherwise, and pursuant to the following procedures.

- (i) Notice of the demand for arbitration shall be filed in writing with the other Member or Members and with the American Arbitration Association. Each

Member shall appoint an arbitrator, and those party-appointed arbitrators shall appoint a third neutral arbitrator within 10 days. If the party-appointed arbitrators fail to appoint a third, neutral arbitrator within 10 days, such third, neutral arbitrator shall be appointed by the American Arbitration Association in accordance with the Rules. A determination by a majority of the panel shall be binding.

- (ii) Reasonable discovery shall be allowed in arbitration.
- (iii) All proceedings before the arbitrators shall be held in New York, New York. The governing law shall be as specified in Section 13.11.
- (iv) The costs and fees of the arbitration, including attorneys' fees, shall be allocated by the arbitrators.
- (v) The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof.

Section 5.08 Committees. The Members may form any committees as they may deem appropriate for efficient management of the Company. The Members may appoint non-Members to serve as non-voting members on committees. All committee actions shall be taken by majority vote, if a quorum is present, with each Member having one (1) vote. A majority of the Members of the committee shall constitute a quorum.

ARTICLE VI.

OFFICERS

Section 6.01 Election. The Company shall have as officers a President and Secretary/Treasurer and any other officers as the Members shall deem appropriate. Officers shall be members of the Company and shall serve two (2) year terms and until their successors are elected and qualify. Officers may be reelected to serve successive terms. Such officers shall serve at the pleasure of the Members and may receive compensation to be determined by the Members. A Member may serve in more than one officership concurrently.

Section 6.02 President The President shall set the agenda for and preside at all meetings of Members and shall perform such other duties as the Members may from time to time determine.

Section 6.03 Secretary/Treasurer. The Secretary/Treasurer shall have custody of the minutes of the Company and shall perform the other duties customarily performed by a corporate secretary. The Secretary/Treasurer shall have the custody of all funds, property, and securities of the Company subject to such restrictions as may be imposed by the Members. When necessary or proper, he may endorse on behalf of the Company for collection checks, notes, and other obligations, and shall deposit the same to the credit of the Company at such bank or banks or depository as the Members may designate. He shall make such payments as may be necessary or proper to be made on behalf of the Company. He shall cause the books of the Company to be kept for the purpose of full and accurate account of all moneys and obligations received and paid or incurred for or on account of the Company, and he shall exhibit such books at all reasonable times

to any Member on application at the offices of the Company. He shall, in general, perform all the duties incident to the office of Secretary/Treasurer, subject to the control of the Members.

ARTICLE VII.

MEMBERSHIP INTERESTS

Section 7.01 Application to Membership Interests. This Agreement, including the transfer restrictions herein, shall apply to all Membership Interests owned by any Member at any time, regardless of how, when (heretofore or hereafter), or from whom acquired. The term "Member" or "Members" shall include any person or entity acquiring Membership Interests during the term of this Operating Agreement who becomes a party to this Operating Agreement or is otherwise bound by its terms. Any Person who becomes a Member of the Company pursuant to this Operating Agreement, including, but not limited to Section 4.03 hereof, shall be bound by all of the terms and conditions of this Operating Agreement as they apply to the Members and, as a condition to such Person becoming a Member, shall agree in writing to become a party to this Operating Agreement and shall execute a copy of this Operating Agreement.

Section 7.02 Restrictions on Transfer of Membership Interests.

(a) General Restrictions. During the term of this Operating Agreement, no Member shall (i) withdraw his, her or its Capital Contribution or (ii) transfer any Membership Interest now owned or hereafter acquired by such Member unless such transfer of Membership Interests shall be made in accordance with applicable law and the provisions of this Operating Agreement. Any attempted transfer of Membership Interests other than in accordance with this Operating Agreement shall be null and void, and the Company shall refuse to recognize any such transfer and shall not reflect on its records any change in record ownership of Membership Interests pursuant to any such transfer. If no provision of this Operating Agreement governs a proposed transfer, then such transfer shall be deemed to be prohibited by this Operating Agreement, except with the written consent of all other parties to this Operating Agreement. Notwithstanding anything in the Articles of Organization of the Company or this Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with Public Health Law §2801-a(4)(b).

(b) Transfers to the Company. A Member shall transfer all of his, her or its Membership Interest to the Company if a Member fails to make a Capital Contribution required by the Members for 180 days after written notice of such requirement. A Member may voluntarily transfer any or all of his Membership Interest to the Company. Upon the death of a member, the Company shall purchase his or her Membership Interest. Any transfers pursuant to this subsection(b) shall be at the purchase price set in accordance with the methodology adopted by the Members pursuant to Schedule 4.03.

(c) At the closing ("Closing") documenting the transfer of any Membership Interest in accordance with this Article, (i) the selling Member shall deliver to the Company all certificates evidencing the Membership Interest, duly endorsed in blank for transfer, with all necessary transfer and documentary stamps affixed hereto. Payment for any Membership Interest purchased in accordance with the provisions of this Article shall be made in the manner as the Company shall elect.

(d) Remedies; Equitable Relief. In the event that a Member makes a transfer in violation of this Operating Agreement, such Member shall be liable for damages for breach of this Operating Agreement, and the Company shall have no obligation whatsoever to make any special distribution or payments under Section 509 of the LLC Law to such Member as a result of such withdrawal. The parties hereto acknowledge that transfer of a Membership Interest in violation of this Operating Agreement will result in immediate harm to the other parties which will not be measurable or compensable in money damages. Therefore, if any party (or his legal representative) commences any action or proceeding to enforce the provisions of this Operating Agreement with respect to such a transfer, the party against whom the action or proceeding is brought hereby waives any claim or defense therein that the aggrieved party has an adequate remedy at law. In addition to any other legal remedy which may be available, the party commencing the action or proceeding shall be entitled to injunctive relief with respect to any breach or threatened breach of the provisions of this Operating Agreement restricting transfers of Membership Interests and to specific performance of its terms.

Section 7.03 Rights of Transferees of Membership Interests. The Company is authorized to transfer any Membership Interests on its books in accordance with the terms hereof upon satisfactory proof of compliance herewith. Unless such transferee becomes a Member in accordance with this Operating Agreement, including Section 4.03 hereof, the transferee of an interest in the Company, by bequest, operation of law or otherwise, shall not be entitled to any of the rights, powers, or privileges of his, her or its predecessor in interest, except that such transferee shall be entitled to receive and have allocated to the transferee, to the extent transferred, a share of Company Distributions and Net Income or Loss according to the applicable Membership Percentage to which the transferor would be entitled. No allocations of profits or losses and no distributions shall be paid nor rights of any nature recognized with respect to any Membership Interests transferred in violation of this Operating Agreement.

ARTICLE VIII.

DISSOLUTION

Section 8.01 Dissolution.

- (a) In addition to any other causes stated herein, the Company shall be dissolved upon:
 - (i) the unanimous vote of the Members to dissolve the Company;
 - (ii) a judicial decree of dissolution;
 - (iii) the sale or other disposition of all or substantially all of the Company's assets; or
 - (iv) any other event, the happening of which causes the dissolution of the Company under the LLC Law.

Section 8.02 Winding up the Company.

(a) Upon dissolution, the Company shall immediately commence to wind up its affairs and distribute its assets. The Members shall continue to share in Distributions and Net Income or Loss during the period of liquidation in the same proportions as before the dissolution. The property and proceeds from liquidation of Company assets shall be applied as follows:

- (i) first, to the payment of creditors of the Company, including Members who are creditors, to the extent permitted by law;
- (ii) and then, to pay the expenses of winding up the Company;
- (iii) and finally, to each Member in accordance with Section 3.02 hereof.

Section 8.03 Termination. The dissolution of the Company shall be effective on the date that the event causing such dissolution occurs, but the Company shall not terminate until all of its assets have been distributed in accordance with Section 8.02 hereof.

Section 8.04 Final Statement. As soon as practicable after the dissolution of the Company, a final statement of its assets and liabilities shall be prepared and furnished to all Members.

ARTICLE IX.

BOOKS AND ACCOUNTS

Section 9.01 Books and Accounts. The Company shall keep or cause to be kept books of account in which shall be entered fully and accurately in all material respects the transactions of the Company. All books and records and this Operating Agreement and all amendments thereto shall at all times be maintained at the principal office of the Company and shall be open to the inspection, examination, copying or auditing by each Member at such Member's expense, during ordinary business hours upon reasonable notice. The Company shall furnish all Members a report of the affairs of the Company, including a balance sheet, statement of profit and loss and changes in Member's accounts and a statement of cash flow, at least annually and shall timely furnish such additional information as the Members may need to prepare their income tax returns.

ARTICLE X.

INDEMNIFICATION OF MEMBERS AND OFFICERS

Section 10.01 Indemnification of Members and Officers. To the full extent authorized or permitted by law, the Company shall indemnify any current or former Member or officer of the Company ("Indemnified Person") made, or threatened to be made, a party to any action or proceeding, whether civil, at law, in equity, criminal, administrative, investigative or otherwise, including any action by or in the right of the Company or any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan, limited liability

company, limited liability partnership or other enterprise, by reason of the fact that he, his testator or intestate ("Responsible Person"), whether before or after adoption of this Article (a) is or was a Member or officer of the Company, or (b) if a Member or officer of the Company, is serving or served, in any capacity, at the request of the Company, any corporation, partnership, joint venture, trust, employee benefit plan, limited liability company, limited liability partnership or other enterprise, or (c) if not a Member or officer of the Company, is serving or served, at the request of the Company, as a Member or officer of any corporation, partnership, joint venture, trust, employee benefit plan, limited liability company, limited liability partnership or other enterprise, against all judgments, fines, penalties, amounts paid in settlement (provided the Company shall have consented to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees and costs of investigation, incurred by such Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal therein, provided only that (x) acts of the Indemnified or Responsible Person which were material to the cause of action so adjudicated or otherwise disposed of were not (i) committed in bad faith or (ii) were not the result of active and deliberate dishonesty, and (y) the Indemnified or Responsible Person did not personally gain in fact a financial profit or other advantage to which he was not legally entitled. Any indemnity under this Article X shall be paid out of, and to the extent of, Company assets only.

Section 10.02 Advancement of Expenses. All expenses reasonably incurred by an Indemnified Person in connection with a threatened or actual action or proceeding with respect to which such person is or may be entitled to indemnification under this Article shall be advanced or promptly reimbursed by the Company to him in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by him or on his behalf to repay the amount of such advances, if any, as to which he is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which he is entitled.

Section 10.03 Procedure for Indemnification.

(a) Not later than thirty (30) days following final disposition of an action or proceeding with respect to which the Company has received written request by an Indemnified or Responsible Person for indemnification pursuant to this Article, if such indemnification has not been ordered by a court, the Members shall meet and find whether the Indemnified or Responsible Person met the standard of conduct set forth in Section 10.01 of this Article, and, if it finds that he did, or to the extent it so finds, shall authorize such indemnification.

(b) Such standard shall be found to have been met unless (i) a judgment or other final adjudication adverse to the Indemnified or Responsible Person establishes that (A) acts of the Indemnified or Responsible Person were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (B) the Indemnified or Responsible Person personally gained in fact a financial profit or other advantage to which he was not legally entitled; or (ii) if the action or proceeding was disposed of other than by judgment or other final adjudication, the Members find in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the Indemnified or Responsible Person and would have established (A) or (B) above.

(c) If indemnification is denied, in whole or part, because of such a finding by the Members in the absence of a judgment or other final adjudication, or because the Members believe

the expenses for which indemnification is requested to be unreasonable, such action by the Members shall in no way affect the right of the Indemnified or Responsible Person to make application therefor in any court having jurisdiction thereof, and in such action or proceeding the issue shall be whether the Indemnified or Responsible Person met the standard of conduct set forth in Section 10.01, or whether the expenses were reasonable, as the case may be; not whether the finding of the Members with respect thereto was correct; and the determination of such issue shall not be affected by the Members finding. If the judgment or other final adjudication in such action or proceeding establishes that the Indemnified or Responsible Person met the standard set forth in Section 10.01, or that the disallowed expenses were reasonable, or to the extent that it does, the Members shall then find such standard to have been met if it has not done so, and shall grant such indemnification, and shall also grant to the Indemnified or Responsible Person indemnification of the expenses incurred by him in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or if pursuant to such court determination such person is entitled to less than the full amount of indemnification denied by the Company, the portion of such expenses proportionate to the amount of such indemnification so awarded.

(d) A finding by the Members pursuant to this Section 10.03 that the standard of conduct set forth in Section 10.01 has been met shall mean a finding (i) by a quorum consisting of Members who are not parties to such action or proceeding or, (ii) if such a quorum is not obtainable or, if obtainable, such a quorum is unable to make such a finding and so directs, by the Members upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met, such action by the Members to be taken as promptly as is practicable.

Section 10.04 Contractual Article. This Article shall be deemed to constitute a contract between the Company and each Member and each officer of the Company that serves as such at any time while this Article is in effect. No repeal or amendment of this Article, insofar as it reduces the extent of the indemnification of any person who could be an Indemnified or Responsible Person shall without his written consent be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the (a) date of such repeal or amendment if on that date he is not serving in any capacity for which he could be a Indemnified or Responsible Person, or (b) thirtieth (30th) day following delivery to him of written notice of such amendment as to any capacity in which he is serving on the date of such repeal or amendment, other than as a Member or officer of the Company, for which he could be a Indemnified or Responsible Person, or (c) the later of the thirtieth (30th) day following delivery to him of such notice or the end of the term of office (for whatever reason) he is serving as Member or officer of the Company when such repeal or amendment is adopted, with respect to being an Indemnified or Responsible Person in that capacity. No amendment of the LLC Law shall, insofar as it reduces the permissible extent of the right of indemnification of an Indemnified or Responsible Person under this Article, be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment. This Article shall be binding on any successor to the Company, including any Person which acquires all or substantially all of the Company's assets.

Section 10.05 Insurance. The Company may, but need not, maintain insurance insuring the Company or persons entitled to indemnification under Section 10.01 of this Article for liabilities

against which they are entitled to indemnification under this Article or insuring such persons for liabilities against which they are not entitled to indemnification under this Article.

Section 10.06 Non-exclusivity. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any Person covered hereby may be entitled other than pursuant to this Article. The Company is authorized to enter into agreements with any such Person or Persons providing them rights to indemnification or advancement of expenses in addition to the provisions therefor in this Article to the full extent permitted by law.

ARTICLE XI.

TERMINATION

Section 11.01 Termination Generally. This Operating Agreement may be terminated at any time by an instrument in writing signed by the Company and each of the Members and copies of which are delivered to each Member and to the Company.

Section 11.02 Termination Upon Transfer of Membership Interests. This Operating Agreement shall be terminated with respect to a Member upon its sale or transfer of all of its Membership Interests in accordance with the terms of this Operating Agreement.

ARTICLE XII.

CERTIFICATES OF MEMBERSHIP INTEREST

Section 12.01 Certificates. Certificates representing Membership Interests of the Company shall be numbered and issued in consecutive order, shall be signed by the President and the Secretary, and in the Company records shall be entered the name of the person or entity owning the Membership Interests represented by each certificate, the number of such Membership Interests and the date of issue. All certificates of Membership Interest exchanged or returned to the Company shall be marked canceled, with the date of cancellation, by the Secretary, and shall be immediately placed in a certificate book maintained by the Company for that purpose.

Section 12.02 Replacement Certificates. The Members may direct a new certificate of Membership Interest to be issued in place of any certificate previously issued by the Company alleged to have been lost, destroyed or wrongfully taken, upon the making of an affidavit of the fact by the person claiming the certificate to be lost, destroyed or wrongfully taken. As a condition of authorizing such issue of a new certificate, the Members may, in its discretion, require the owner of such lost, destroyed or wrongfully taken certificate, or the owner's legal representative, to give the Company a bond in such sum as it may direct as indemnity against any claim that may be made against the Company with respect to the certificate alleged to have been lost, destroyed or wrongfully taken.

Section 12.03 Restrictive Endorsement. Each certificate representing Membership Interests now or hereafter held by a Member shall bear legends with respect to restrictions on sale or transfer of Membership Interests in substantially the following form or in such form as may be determined by the Members from time to time:

“The Membership Interest represented by this certificate is issued pursuant to and is subject to an Operating Agreement dated as of its effective date, as amended from time to time, a copy of which is on file at the office of the Company and will be furnished to any prospective purchasers on request. Such Operating Agreement provides, among other things, for certain restrictions on the sale, transfer, pledge, hypothecation or other disposition of the Membership Interests represented by this certificate. Notwithstanding anything to the contrary in the Articles of Organization or Operating Agreement, transfers, assignments or other dispositions of Membership Interests or voting rights must be effectuated in accordance with Public Health Law §2801-a(4)(b).”

Each Member agrees that it will deliver all certificates for Membership Interests owned by him or it to the Company for the purpose of affixing such legend thereto as may be necessary from time to time during the term hereof.

ARTICLE XIII.

GENERAL

Section 13.01 Other Business Interests. Each Member may have other business interests and may engage in any other business, trade, profession, or employment whatsoever, on its own account or in partnership, or as an employee, officer, director, Member, member or stockholder of any other Person.

Section 13.02 Notices. Any notices which may be or are required to be given hereunder by any party to another shall be in writing and sent by certified or registered United States mail, postage prepaid, by recognized overnight courier, by telecopier or by hand delivery to the addresses set forth opposite the signature of each Member at the end of this Operating Agreement. Notices shall be deemed to have been given on the fifth business day after being so mailed, the next business day after delivery to such overnight courier, when sent by telecopier or upon receipt when delivered by hand. Any Member may change its address by giving written notice to the other Members in a manner conforming to the notice provisions hereof.

Section 13.03 Captions. The Section titles and captions contained in this Operating Agreement are for convenience only and shall not be considered in the construction or interpretation of this Operating Agreement.

Section 13.04 Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

Section 13.05 Entire Agreement. This Operating Agreement, including any schedules referred to herein, together with the Company's Articles of Organization, contains the entire understanding among the Members regarding the subject matter hereof, and supersedes any prior understandings or written or oral agreement between or among any of them, respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among any of the Members relating to the subject matter of this Operating Agreement which are not fully expressed herein.

Section 13.06 No Waiver. No failure or delay on the part of the Members or any of them in exercising any right, power or privilege hereunder, and no course of dealing between the Company and the Members or any of them shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude the simultaneous or later exercise of any other right, power or privilege.

Section 13.07 Further Actions. The Members shall execute and deliver all documents, provide all information and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of the Company.

Section 13.08 Binding Effect. This Operating Agreement shall be binding upon and inure to the benefit of the Company, its successors and assigns, and each of the Members and their respective executors, administrators, personal representatives, heirs, successors and assigns.

Section 13.09 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of, or enforceable by, any creditor of the Company or any creditor of a Member.

Section 13.10 Validity. In the event that any provision of this Operating Agreement or the application of any provision hereof to any person or circumstance shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable to the fullest extent possible, taking into consideration the purposes and spirit of this Operating Agreement.

Section 13.11 Governing Law. This Operating Agreement shall be governed by the laws of the State of New York.

Section 13.12 Amendment. This Operating Agreement may be amended or modified only by the affirmative written consent of all of the Members.

Section 13.13 Counterparts. This Operating Agreement may be executed in counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding on all the parties hereto, notwithstanding that all parties shall not have executed the same counterparts.

IN WITNESS WHEREOF, this Operating Agreement is executed as of the date first set forth above.

A handwritten signature in black ink, appearing to read 'M. Molaei', written over a horizontal line.

Michael M. Molaei, M.D.

Schedule 3.01

UNITS AND MEMBERSHIP PERCENTAGE

<u>Name</u>	<u>Units</u>	<u>Membership Percentage</u>
Michael M. Molaei, M.D.	100 units	100%

Schedule 4.03

VALUATION METHODOLOGY

1. The Capital Contribution of any new Member shall be equal to the undiscounted value of the Units to be acquired by the new Member on the date the Membership Interest is acquired.
 - a. The “undiscounted value” of the Units shall be determined by a qualified appraiser agreed upon by the Company and the future Member. In the event that the Company and future Member are unable to agree upon a qualified appraiser, each shall nominate a medical professional unaffiliated with the Company. The two so-nominated medical professionals will then agree on a third medical professional unaffiliated with the Company, and collectively, these three individuals will select a qualified appraiser by majority vote.
 - b. For the purposes of this appraisal, “undiscounted value” of the Company shall be the amount at which the Company and all of its assets would change hands between a willing buyer and a willing seller, neither being under a compulsion to buy or sell, and both having reasonable knowledge of the relevant facts. The undiscounted value should reflect the price the Company would bring considering its highest and most profitable use and solid in the open market in competition with other similar businesses with a reasonable time allowed to find a purchaser, and recognizing the risks attendant to future Company operations and without regard to any discounts for lack of marketability or minority interest that the appraiser may apply.
2. The Capital Contribution of the new Member will be calculated by multiplying the “undiscounted value” of the Company as determined by qualified appraisal by the Membership Percentage of the new Member on the date the Membership Interest is acquired.

Parkmed NYC D&TC

Pro-Forma Balance Sheet

	<u>Beginning of Year One January 2014</u>
ASSETS	
CURRENT ASSETS	
Cash Balances	\$ 909,211
Accounts Receivable - Net	\$ -
TOTAL CURRENT ASSETS	\$ 909,211
OTHER ASSETS	
Equipment (net of depreciation)	\$ 318,017
Renovation	\$ 100,000
TOTAL OTHER ASSETS	\$ 418,017
TOTAL ASSETS	\$ 1,327,228
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
	\$ -
TOTAL CURRENT LIABILITIES	\$ -
LONG-TERM LIABILITIES	
	\$ -
TOTAL LONG-TERM LIABILITIES	\$ -
TOTAL LIABILITIES	\$ -
LLC CAPITAL	\$ 1,327,228
TOTAL LIABILITIES AND LLC CAPITAL	\$ 1,327,228

187 East Market Street
 Suite 180
 Rhinebeck NY 12572

845 876 8202
 845 876 8112 fax
 optimusarchitecture.com

PROGRAM



Parkmed NYC
Diagnostic & Treatment Center

Specialty: Abortion O/P

		Qty	Length	Width	Typ SF	Total SF	Notes
Reception	Waiting	1	26	21		547	
	Public Womens Toilet Room	1	8	18		140	
	Public Mens Toilet Room	1	9	18		160	
	Reception	1	11	11		122	
	Sub-Waiting	1	10	20		200	
	Sub-Waiting	1	3	8		25	
	Sub-Waiting	1	3	7		22	
Clinical Areas	Exam Rooms	4	8	11	84	336	Provide a min clear floor area of 80 sqft, permit a minimum clear dimension of 2'-8" at each side and at the foot of the exam table, provide handwashing station and documentation space.
	Exam Rooms	2	10	12	120	243	Provide a min clear floor area of 80 sqft, permit a minimum clear dimension of 2'-8" at each side and at the foot of the exam table, provide handwashing station and documentation space.
	Treatment Rooms	2	15	12	170	340	Provide a min clear floor area of 120 sqft, permit a minimum clear dimension of 3'-0" at each side and at the foot of the table, provide handwashing station and documentation space.
	Blood Draw	1	6	10		58	Provide handwashing station and documentation space.
	Interview/ Counseling/ Multipurpose room	1	9	12		108	
	Changing Rooms	2	3	4	12	24	
	Patient Changing 6 Stations	1	17	29		492	
	Nurse Station	1	3	5		16	
	Nurse Station	2	3	4	12	24	
	Nurse Station	1	2	3		6	
	Nourishment Area	1	2	10		20	
	Documentation Area	1	2	3		6	
	Soiled Utility	1	8	16		129	
	Soiled Holding	1	7	8		54	
	Clean Storage	2	9	10	88	177	
	Med Gas Closet	1	2	3		7	
	Red Bag Waste	1	3	4		11	
	Patient Toilet Rooms	2	5	8	37	74	
	HC Toilet Room	1	7	8		55	
	Wheelchair Storage	1	2	4		8	
Staff Areas	Break Area/ Pantry	1	12	15		175	
	Office	1	7	8		56	
	Office	1	8	8		64	
	Office	1	8	14		112	
	Office Area	1	15	11		158	
	Environmental Service	1	2	3		6	
	Server Room	1	8	7		52	
	Storage	1	35	16		576	
	Electrical Closet	1	5	3		17	
	Electrical Closet	1	2	4		8	
Total Net Area						4,628	nsf
Circulation, Walls, etc						924	usf
Total						5,552	sq ft

187 East Market Street
Suite 180
Rhinebeck NY 12572

845 876 8202
845 876 8112 fax
optimusarchitecture.com



ARCHITECTURAL NARRATIVE

Project Number: Not Assigned

ParkMed NYC

(New York County)

Approval of Abortion O/P services.

INTRODUCTION

ParkMed NYC is requesting approval of Abortion O/P services at their existing (Non Article 28) facility.

Location

ParkMed NYC is located at 800 Second Avenue, 6th Floor, New York, New York 10017 (New York County).

Purpose

ParkMed NYC is proposing approval of this project to meet a community need for Abortion O/P services.

Existing Program Inventory

The existing facility is 5,552 square feet and includes a waiting area, reception area, six exam rooms, two treatment rooms, four nurse stations, a documentation area, one blood draw room, patient changing areas, a medication station, wheelchair storage, an interview/ consult/ multipurpose room, two public toilet rooms, three patient toilet rooms, a nourishment area, a staff break area, four staff offices, soiled utility, soiled holding, two clean storage rooms, a red bag room, a medical gas storage closet, an environmental service room, and a large storage area.

Program Inventory at Project Completion

This is an existing (Non Article 28) facility requesting Article 28 approval.

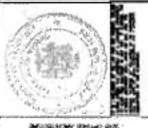
Existing Building Inventory

The facility is located on the 6th floor of an existing multistory building.

CONCLUSION

ParkMed request approval of Abortion O/P services at their existing facility.

Approval of the facility will respond to local demand for these specific services.



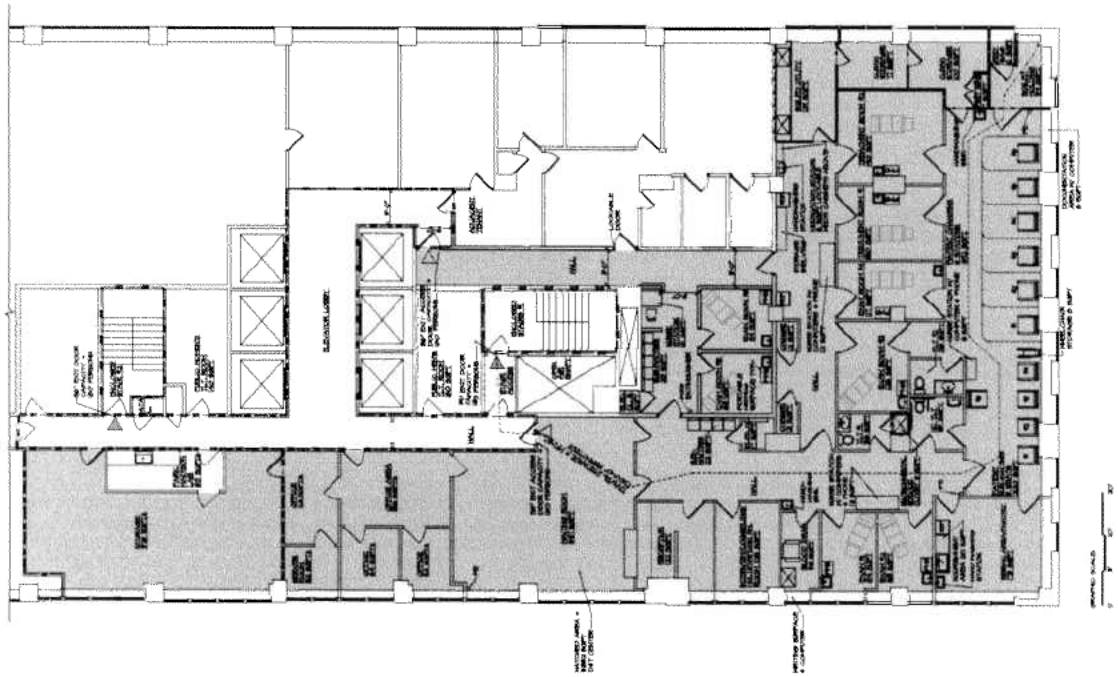
187 E. Market Street
 BROOKLYN, NY 11201
 845 878 8202 phone
 845 878 8122 fax

ARCHITECTURE
optimus

#	DATE	REVISIONS	BY
1	04/09/13	DS	DAS

PROJECT #106
 PROJECT
 PARSONS DTI CENTER
 600 BROAD AVENUE
 5/6TH FLOOR
 NEW YORK, NEW YORK 10017
 DRAWING TITLE
 CON FLOOR PLAN

DRAWING NUMBER
CON-1



NFPA 101 LIFE SAFETY CODE ANALYSIS
 FOLLOWING DATA

SECTION	DESCRIPTION	PROVIDED	REQUIRED
101.02	MEANS OF EGRESS	100%	100%
101.03	STAIRWAYS	100%	100%
101.04	ELEVATORS	100%	100%
101.05	SMOKING AREAS	100%	100%
101.06	MEANS OF EGRESS	100%	100%
101.07	STAIRWAYS	100%	100%
101.08	ELEVATORS	100%	100%
101.09	SMOKING AREAS	100%	100%
101.10	MEANS OF EGRESS	100%	100%
101.11	STAIRWAYS	100%	100%
101.12	ELEVATORS	100%	100%
101.13	SMOKING AREAS	100%	100%
101.14	MEANS OF EGRESS	100%	100%
101.15	STAIRWAYS	100%	100%
101.16	ELEVATORS	100%	100%
101.17	SMOKING AREAS	100%	100%
101.18	MEANS OF EGRESS	100%	100%
101.19	STAIRWAYS	100%	100%
101.20	ELEVATORS	100%	100%
101.21	SMOKING AREAS	100%	100%
101.22	MEANS OF EGRESS	100%	100%
101.23	STAIRWAYS	100%	100%
101.24	ELEVATORS	100%	100%
101.25	SMOKING AREAS	100%	100%
101.26	MEANS OF EGRESS	100%	100%
101.27	STAIRWAYS	100%	100%
101.28	ELEVATORS	100%	100%
101.29	SMOKING AREAS	100%	100%
101.30	MEANS OF EGRESS	100%	100%
101.31	STAIRWAYS	100%	100%
101.32	ELEVATORS	100%	100%
101.33	SMOKING AREAS	100%	100%
101.34	MEANS OF EGRESS	100%	100%
101.35	STAIRWAYS	100%	100%
101.36	ELEVATORS	100%	100%
101.37	SMOKING AREAS	100%	100%
101.38	MEANS OF EGRESS	100%	100%
101.39	STAIRWAYS	100%	100%
101.40	ELEVATORS	100%	100%
101.41	SMOKING AREAS	100%	100%
101.42	MEANS OF EGRESS	100%	100%
101.43	STAIRWAYS	100%	100%
101.44	ELEVATORS	100%	100%
101.45	SMOKING AREAS	100%	100%
101.46	MEANS OF EGRESS	100%	100%
101.47	STAIRWAYS	100%	100%
101.48	ELEVATORS	100%	100%
101.49	SMOKING AREAS	100%	100%
101.50	MEANS OF EGRESS	100%	100%

REVIEWED OF FIRE PROTECTION

SECTION	DESCRIPTION	PROVIDED	REQUIRED
901	GENERAL PROVISIONS	100%	100%
902	MEANS OF EGRESS	100%	100%
903	STAIRWAYS	100%	100%
904	ELEVATORS	100%	100%
905	SMOKING AREAS	100%	100%
906	MEANS OF EGRESS	100%	100%
907	STAIRWAYS	100%	100%
908	ELEVATORS	100%	100%
909	SMOKING AREAS	100%	100%
910	MEANS OF EGRESS	100%	100%
911	STAIRWAYS	100%	100%
912	ELEVATORS	100%	100%
913	SMOKING AREAS	100%	100%
914	MEANS OF EGRESS	100%	100%
915	STAIRWAYS	100%	100%
916	ELEVATORS	100%	100%
917	SMOKING AREAS	100%	100%
918	MEANS OF EGRESS	100%	100%
919	STAIRWAYS	100%	100%
920	ELEVATORS	100%	100%
921	SMOKING AREAS	100%	100%
922	MEANS OF EGRESS	100%	100%
923	STAIRWAYS	100%	100%
924	ELEVATORS	100%	100%
925	SMOKING AREAS	100%	100%
926	MEANS OF EGRESS	100%	100%
927	STAIRWAYS	100%	100%
928	ELEVATORS	100%	100%
929	SMOKING AREAS	100%	100%
930	MEANS OF EGRESS	100%	100%

LIFE SAFETY LEGEND
 1. FIRE RESISTANCE RATED
 2. MEANS OF EGRESS
 3. MEANS OF EGRESS

NFPA 101 LIFE SAFETY CODE ANALYSIS
 NOT TO SCALE

SECTION	DESCRIPTION	PROVIDED	REQUIRED
101.02	MEANS OF EGRESS	100%	100%
101.03	STAIRWAYS	100%	100%
101.04	ELEVATORS	100%	100%
101.05	SMOKING AREAS	100%	100%
101.06	MEANS OF EGRESS	100%	100%
101.07	STAIRWAYS	100%	100%
101.08	ELEVATORS	100%	100%
101.09	SMOKING AREAS	100%	100%
101.10	MEANS OF EGRESS	100%	100%
101.11	STAIRWAYS	100%	100%
101.12	ELEVATORS	100%	100%
101.13	SMOKING AREAS	100%	100%
101.14	MEANS OF EGRESS	100%	100%
101.15	STAIRWAYS	100%	100%
101.16	ELEVATORS	100%	100%
101.17	SMOKING AREAS	100%	100%
101.18	MEANS OF EGRESS	100%	100%
101.19	STAIRWAYS	100%	100%
101.20	ELEVATORS	100%	100%
101.21	SMOKING AREAS	100%	100%
101.22	MEANS OF EGRESS	100%	100%
101.23	STAIRWAYS	100%	100%
101.24	ELEVATORS	100%	100%
101.25	SMOKING AREAS	100%	100%
101.26	MEANS OF EGRESS	100%	100%
101.27	STAIRWAYS	100%	100%
101.28	ELEVATORS	100%	100%
101.29	SMOKING AREAS	100%	100%
101.30	MEANS OF EGRESS	100%	100%
101.31	STAIRWAYS	100%	100%
101.32	ELEVATORS	100%	100%
101.33	SMOKING AREAS	100%	100%
101.34	MEANS OF EGRESS	100%	100%
101.35	STAIRWAYS	100%	100%
101.36	ELEVATORS	100%	100%
101.37	SMOKING AREAS	100%	100%
101.38	MEANS OF EGRESS	100%	100%
101.39	STAIRWAYS	100%	100%
101.40	ELEVATORS	100%	100%
101.41	SMOKING AREAS	100%	100%
101.42	MEANS OF EGRESS	100%	100%
101.43	STAIRWAYS	100%	100%
101.44	ELEVATORS	100%	100%
101.45	SMOKING AREAS	100%	100%
101.46	MEANS OF EGRESS	100%	100%
101.47	STAIRWAYS	100%	100%
101.48	ELEVATORS	100%	100%
101.49	SMOKING AREAS	100%	100%
101.50	MEANS OF EGRESS	100%	100%

LIFE SAFETY LEGEND
 1. FIRE RESISTANCE RATED
 2. MEANS OF EGRESS
 3. MEANS OF EGRESS

187 East Market Street 845 876 8202
Suite 180 845 876 8112 fax
Rhinebeck NY 12572 optimusarchitecture.com



April 08, 2013

NYS Department of Health/Office of Health Systems Management
Division of Health Care Planning and Resource Management
Bureau of Architectural and Engineering Review
433 River Street, Suite 303
Troy, NY 12180-2299


Re: Project #: Not Assigned
Name: ParkMed NYC
Location: 800 Second Avenue, 6th floor, New York, New York 10017
Description: Certify an existing facility to provide Abortion O/P services.

Gentlemen:

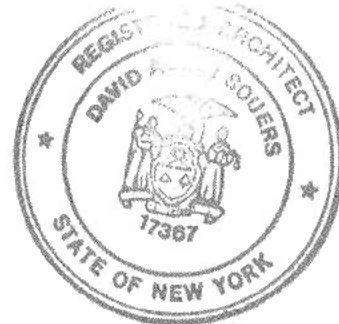
This is to certify that I have been contracted to evaluate the above-named facility for compliance with applicable codes that are in effect at the time this application is being submitted. Based on a review of the drawings and a walk-through of the facility, I have ascertained that to the best of my knowledge, information and belief, this existing facility is in substantial compliance with the provisions of the construction sections of the State Hospital Code (10NYCRR) with no exceptions.

I also certify that I have read and understood the conditions of Section 710.1 of 10 New York Codes, Rules and Regulations.

4/8/2013
Date


David A. Souers, AIA, ASHE, ACHA

Professional NYS License No. 017367-1



New York State Department of Health
Division of Health Facility Planning/Bureau of Architectural & Engineering Facility Planning

**ARCHITECTURAL AND ENGINEERING CERTIFICATION FOR CONSTRUCTION PROJECTS
FOR USE WITH LIMITED REVIEWS, ADMINISTRATIVE REVIEWS
AND FULL REVIEWS WITH A PROPOSED TOTAL PROJECT COST OF LESS THAN \$15 MILLION**

Date: June 4, 2013

NYS Department of Health/Office of Health Systems Management
Division of Health Facility Planning
Bureau of Architectural and Engineering Facility Planning
433 River Street, 6th Floor
Troy, New York 12180-2299

Re: Name:	<u>ParkMed NYC, LLC</u>
Location:	<u>800 Second Avenue, 6th Floor, NY, NY 10017</u>
Description:	<u>Certificate of Need Application Establishment</u>
	<u>No Construction-Renovation</u>

To the New York State Department of Health:

I hereby certify that:

1. I have been retained by the above-named facility, to provide services related to the design and preparation of working drawings and specifications for the above referenced construction project, and, as applicable, to make periodic visits to the site during construction, and perform such other required services to familiarize myself with the general progress, quality and conformance of the work.
2. I have ascertained that, to the best of my knowledge, information and belief, the completed structure will be designed and constructed, in accordance with the functional program/owners requirements for the referenced construction project and in accordance with any project definitions, waivers or revisions approved or required by the New York State Department of Health.
3. The above-referenced construction project will be designed and constructed in compliance with the applicable provisions of the State Hospital Code -- 10 NYCRR Part 711 (General Standards for Construction) and Parts (check all that apply):
 - a. 712 (Standards of Construction for General Hospital Facilities)
 - b. 713 (Standards of Construction for Nursing Home Facilities)
 - c. 714 (Standards of Construction for Adult Day Health Care Program Facilities)
 - d. 715 (Standards of Construction for Freestanding Ambulatory Care Facilities)
 - e. 716 (Standards of Construction for Rehabilitation Facilities)
4. I understand that as the design of this project progresses, if a component of this project is inconsistent with the State Hospital Code (as noted in paragraph 3, above), I shall bring this to the attention of Bureau of Architectural and Engineering Facility Planning of the New York State Department of Health prior to or upon submitting final drawings for compliance resolution.
5. I understand that upon completion of construction, the costs of any subsequent corrections necessary to achieve compliance with applicable requirements of the State Hospital Code (as noted in paragraph 3,

above), when the prior work was not completed properly as certified herein, may not be considered allowable costs for reimbursement under 10 NYCRR Part 86.

This certification is being submitted to facilitate the CON review and subsequent formal plan approval by your office. It is understood that an electronic copy of final Construction Documents on CD, must be submitted for all projects subject to Full or Administrative Reviews.

Project Name: ParkMed NYC, LLC
Location: _____
Description: Certificate of Need Application Establishment - No Construction



[Signature]
Signature of Architect or Engineer
David A. Souers, AIA, ASHE, ACHA
Name of Architect or Engineer (Print)
NYS License No. 017367-1
Professional New York State License Number
187 East Market St., Suite 180, Rhinebeck, NY 12572
Business Address

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

6-19-13
Date
[Signature]
Authorized Signature for Applicant
MICHAEL MOLAEI MD
Name (Print) Title

Notary signing required for the applicant

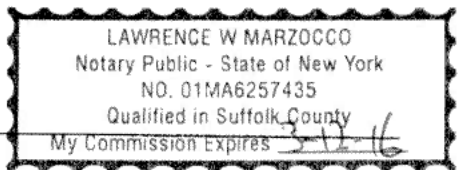
STATE OF NEW YORK)

County of New York)

) SS:
)

On the 19 day of June 2013, before me personally appeared Michael Molaei, to me known, who being by me duly sworn, did depose and say that he/she resides at [REDACTED] that he/she is the President of the ParkMed NYC, LLC, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) [Signature]



Stuart Sussman
Executive Vice President
Licensed Associate Broker
EklundGomes Team
Douglas Elliman
26 West 17th Street
New York, NY 10011
917-209-0700
ssussman@elliman.com

July 1, 2013

To Whom It May Concern:

Based on the \$47.54 per square foot lease agreement between Good Care Medical, PC and Parkmed NYC, LLC for medical space located at 800 Second Avenue, 6th Floor, New York, NY 10017; I conclude that the rental rate per square foot is usual and customary for midtown Manhattan.

Regards,



Stuart Sussman
Executive Vice President,
Licensed Associate Broker
EklundGomes Team

#2 Team Nationwide 2012
Douglas Elliman
26 West 17th Street
New York, NY 10011
917-209-0700
ssussman@elliman.com



June 24, 2013

CBRE, Inc.
200 Park Avenue
New York, NY 10166
212-984-8000

CBRE



Table of Contents

800 Second Avenue , New York, NY	I
The Crystal Building , 801 Second Avenue , New York, NY	II
Diplomat Centre , 820 Second Avenue , New York, NY	III

800 Second Avenue
 New York, NY 10017
 (Between 42nd Street and 43rd Street)

Property Description: The 18-story commercial condo building contains 237,999 sf of office space. The building has a new attended lobby with 24 hour security, new windows and elevators.

Market: Midtown - East Side

County: New York



Property Type: Office/Condo

Property Status: Existing

Occupancy Type: Owner/Multi-Tenant

Year Built: 1957

Floors: 18

Size: 237,999 sf

Available Rate: 2.47%

Owner: Philip International
 Realty/Ampal-American Israel

For Sale: No

Electric: Submeter

Parking: No

Escalations: Real Estate Tax
 Direct Operating
 2.5% Fixed Increases

Space/Area

Floor	Rentable Sq. Ft.	Rent	Type	Sublessor	Possession	Term
Partial 3	1,881	negotiable	Direct		Immediate	
Partial 2	4,000	\$45.00	Direct		Immediate	

Transportation: Grand Central Terminal - 2 blocks.
 Near Subway Lines - 4,5,6,7

Although all information furnished regarding property for sale, rental or financing is from sources deemed reliable, such information has not been verified, and no express representation is made nor is any to be implied as to the accuracy thereof, and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice.

The Crystal Building

801 Second Avenue

New York, NY 10017

(SWC of 43rd Street and Second Avenue)

Property: The 22-story building contains 117,000 sf of office space. Building has a rebuilt facade and refinished lobby.

Description: New canopy over main entrance. Exterior of the building is marble and granite.

Market: Midtown - Grand Central

County: New York



Property Type:

Property Status: Existing

Occupancy Type: Multi-Tenant

Year Built: 1930

Floors: 22

Size: 117,000 sf

Available Rate: 7.26%

Owner: The Werner Group

For Sale: No

Electric: Submeter

Escalations: Porter's Wage 1x1
Real Estate Tax

Space/Area

Floor	Rentable Sq. Ft.	Rent	Type	Sublessor	Possession	Term
Entire 13	8,500	\$52.00	Direct		Immediate	

Amenities: Restaurant
On-Site Management -
Food Provider - Regency Gourmet, Wendy's

Transportation: Grand Central Terminal - 2 blocks.

Diplomat Centre
 820 Second Avenue
 New York, NY 10017

(SEC of 44th Street and Second Avenue)

Property Description: 24/7 attended lobby.

Market: Midtown - East Side

County: New York

Property Type: Office/Condo

Property Status: Existing

Occupancy Type: Multi-Tenant

Year Built: 1964

Floors: 19

Size: 159,400 sf

Available Rate: 8.01%

Owner: Second 820 Owner LLC

For Sale: No

Electric: Direct

Escalations: Real Estate Tax
 Direct Operating
 3% Per Annum



Space/Area

Floor	Rentable Sq. Ft.	Rent Type	Sublessor	Possession	Term
Partial 7	2,400	\$67.50 Direct		Arranged	
Partial 3	3,098	\$50.00 Direct		Immediate	
Partial 3	3,825	\$50.00 Direct		Immediate	

Although all information furnished regarding property for sale, rental or financing is from sources deemed reliable, such information has not been verified, and no express representation is made on its accuracy, and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice.

Schedule 9 Attachment

Building Square Footage

The building that will house the diagnostic and treatment center is nineteen stories, 273,204 square foot building. The diagnostic and treatment center will occupy 5,552 net square feet (approximately 7,850 gross square feet) on the sixth floor. The entire building is owned by Good Care Medical, PC and houses a variety of physician and medical specialty practices.

ATTACHMENT 9

Parkmed NYC, LLC

Sources of Cash

Parkmed NYC will be fully capitalized by its sole founding member who has sufficient cash to fund the total project cost of \$482,646 as well as the working capital requirement of \$844,582, for a total capital investment of \$1,327,228.

Please see Schedule 2 for details of financial capacity and availability of cash.

Director, Reproductive Choice
Department of Obstetrics and Gynecology
Bellevue Hospital Center
Assistant Professor
NYU School of Medicine
(O) 212-263-0864
(Email) Amitasrigowri.Murthy@nyumc.org

To Whom It May Concern;

This is to state that Bellevue Hospital Center is a place of transfer of patients from Park Med NYC when needed in the case of an adverse event. I am the primary provider that is contacted in these situations, although any of my colleagues will accept a patient and care for them. Please feel free to contact me with any questions that you may have.

Thank you.

Amitasrigowri S. Murthy, MD, MPH, FACOG

Director, Reproductive Choice
Department of Obstetrics and Gynecology
Bellevue Hospital Center
Assistant Professor
NYU School of Medicine
(O) 212-263-0864
(Email) Amitasrigowri.Murthy@nyumc.org

CURRICULUM VITAE
MICHAEL M. MOLAEI, MD, FACOG
800 Second Avenue, 6th Floor
New York, New York 10017
Tel: 212-686-6066

- 1996-Present *President*
Private Practice
Mid-Manhattan Physician Services, P.C.
- 1994-Present Private practice of Obstetrics and Gynecology
Michael Molaei, MD, PC
- 2000-11/2009 *Medical Director*
Parkmed, LLC

HOSPITAL AFFILIATION:

- 2012-Present *Voluntary attending*
Mount Sinai Hospital Medical Center
New York, NY
Department of Obstetrics and Gynecology
- 1994-Present *Voluntary attending*
Beth Israel Hospital
New York, NY
Department of Obstetrics & Gynecology
- 1994-2010 St. Vincent's Hospital and Medical Center of New York
New York, NY
Department of Obstetrics & Gynecology
Hospital Closed

POST DOCTORATE TRAINING

- 1993-1994 *Chief Resident*
St. Vincent's Hospital and Medical Center of New York,
Department of Obstetrics & Gynecology
- 1990-1993 *Obstetrics & Gynecology Residency*
St. Vincent's Hospital and Medical Center of New York,
Department of Obstetrics & Gynecology
- 1989-1990 *Transitional/Research*
Akron City Hospital, Akron, Ohio
- 1988-1989 *General Surgery Internship*
Lenox Hill Hospital, New York, New York

MICHAEL M. MOLAEI, MD, FACOG

EDUCATION:

- 1988 *Medical Doctorate*
Northeastern Ohio Universities College of Medicine (NEOUCOM),
Rootstown, Ohio
- 1982 *Bachelor of Arts*
Ohio Wesleyan University, Delaware, Ohio

CERTIFICATION:

- 1997 Board Certified in Obstetrics & Gynecology

LICENSURE:

- 1993 State of New York

- LANGUAGES: English

RESEARCH & PUBLICATIONS:

Effectiveness and safety of digoxin to induce fetal demise prior to second-trimester abortion ,
21 January 2008

Michael Molaei, Heidi E. Jones, Tara Weiselberg, Meghan McManama, Jay Bassell, Carolyn L.
Westhoff *Contraception* March 2008 (Vol. 77, Issue 3, Pages 223-225)

**The potential of two non-vaginal routes of misoprostol administration following mifepristone for
medical abortion up to 63 days gestation ,**

09 July 2007

Ilana Dzuba, Thomas Britton, Mitchell D. Creinin, Alisa Goldberg, Robert Hanson, E. Steve
Lichtenberg, Michael Molaei, Linda Prine, Beverly Winikoff *Contraception* August 2007 (Vol. 76,
Issue 2, Pages 161-162)

**Ultrasonographic Assessment of the Cervix in the Uncertain Clinical Diagnosis of Cervical
Incompetence and Pre-Term Delivery**

Guest lecturer in New York Medical College Department OB/GYN Grand Round March 1994

Leiomyosarcoma of Popliteal Artery, A Report of Two Cases

Mark C. Leeson, M.D., Michael Molaei, M.D., John T. Makley, M.D. *Clinical Orthopedics and
Related Research.* (253):225-30:1990 April

**Immediate vs. delayed post-abort copper T 380A IUD insertion in cases over 12 weeks of
gestation**

09 June 2010

Miriam Cremer, Kimberly A. Bullard, Raegan McDonald Mosley, Christine Weiselberg, Michael
Molaei, Veronica Lerner, Todd A. Alonzo

Parkmed NYC, LLC

Depreciation and Rent

Depreciation

Total annual depreciation expense reflects moveable equipment purchases and transfers as well as renovation.

Total new equipment purchases as well as transfers from the existing physician practice are valued at \$318,017. *Please note that much of the equipment and furnishings from the practice have been mostly or fully depreciated and will transfer to the Diagnostic and Treatment Center at a nominal cost.* Annual equipment depreciation expense of \$63,603 is based on depreciation over five years using a straight-line methodology.

Annual renovation depreciation expense of \$5,000 is derived by taking the total renovation expense of \$100,000 and depreciating it over 20 years using a straight-line methodology.

Rent

The facility that Parkmed NYC will lease is 8,437 square feet. The lease amount for the first three years of operation will be as follows:

Year 1:	\$ 401,095
Year 2:	\$ 412,727
Year 3:	\$ 424,696

Two realtor letters that support the lease amount can be found in Attachment YY.

Parkmed NYC D&TC

Utilization by Payor

Reimbursement Rate Assumptions***Commercial and Union***

Based upon the medical group's historical experience with commercial payors and unions; reflecting the actual historical visit mix of the existing provider group.

Medicaid Fee-for-Service

Based upon Medicaid APG rates for actual historical procedure mix of participating physicians.

Medicaid Managed Care

Based upon the medical group's existing agreement with a Medicaid managed care plan.

Private Pay

Based upon historical payments received for private pay patients in the office setting.

Charity Care

Estimated payment that will be made by patients using a sliding fee scale.

	Current Year	Year One 2014	Year Two 2015	Year Three 2016
Revenue / Visit				
Commercial & Union	N/A	\$ 373	\$ 373	\$ 373
Medicaid / Fee-for-Service	N/A	\$ 416	\$ 416	\$ 416
Medicaid Managed Care	N/A	\$ 175	\$ 175	\$ 175
Private Pay	N/A	\$ 402	\$ 402	\$ 402
Charity Care	N/A	\$ 100	\$ 100	\$ 100
Payor Mix				
Commercial & Union	N/A	35%	35%	35%
Medicaid / Fee-for-Service	N/A	43%	43%	43%
Medicaid Managed Care	N/A	6%	6%	6%
Private Pay	N/A	14%	14%	14%
Charity Care	N/A	2%	2%	2%
Visit Volume by Payor				
Commercial & Union	N/A	6,301	6,364	6,428
Medicaid / Fee-for-Service	N/A	7,608	7,684	7,761
Medicaid Managed Care	N/A	1,072	1,083	1,094
Private Pay	N/A	2,544	2,570	2,595
Charity Care	N/A	358	362	365
TOTAL	-	17,883	18,062	18,242
Total Revenue by Payor				
Commercial & Union	N/A	\$ 2,351,402	\$ 2,374,913	\$ 2,398,796
Medicaid / Fee-for-Service	N/A	\$ 3,163,075	\$ 3,194,673	\$ 3,226,686
Medicaid Managed Care	N/A	\$ 187,280	\$ 189,202	\$ 191,123
Private Pay	N/A	\$ 1,023,489	\$ 1,033,949	\$ 1,044,007
Charity Care	N/A	\$ 35,800	\$ 36,200	\$ 36,500
TOTAL	\$ -	\$6,761,047	\$6,828,937	\$6,897,113

Parkmed NYC D&TC
Monthly Revenues, Expenditures and Cash Flow for Year 1

	Month of Operation												YEAR 1 TOTAL	
	1	2	3	4	5	6	7	8	9	10	11	12		
TOTAL PATIENT REVENUE	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 6,761,047
EXPENSE														
1. Salaries & Wages	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 130,417	\$ 1,565,000
2. Employee Benefits	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 18,258	\$ 219,100
3. Professional Fees	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 91,299	\$ 1,095,588
4. Medical & Surgical Supplies	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 34,479	\$ 413,743
5. Non-medical & Non-surgical Supplies	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 2,583	\$ 31,000
6. Utilities	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 1,800
7. Purchased Services	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 6,465	\$ 77,580
8. Other Direct Expenses	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 73,042	\$ 876,500
10. Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Depreciation	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 5,300	\$ 63,603
12. Rent	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 33,425	\$ 401,095
TOTAL EXPENSES	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 4,745,009
SUMMARY OF REVENUE AND EXPENSES														
Total Revenue	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 6,761,047
Total Expenses	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 395,417	\$ 4,745,009
Surplus / (Loss)	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 168,003	\$ 2,016,038
MONTHLY CASH FLOW ANALYSIS														
Sources of Cash														
Initial Equity for Working Capital	\$ 844,582													
Addition to Accounts Receivable	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421
Collections on A/R	\$ 28,171	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421
Net A/R monthly balance	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250	\$ 535,250
TOTAL SOURCES	\$ 872,753	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421	\$ 563,421
Uses of Cash														
Addition to Accts Payable	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117
Payments on A/P	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117
Net A/P monthly balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL USES	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117	\$ 390,117
SOURCES MINUS USES	\$ 482,636	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303	\$ 173,303
ENDING CASH BALANCE	\$ 482,636	\$ 655,939	\$ 829,242	\$ 1,002,546	\$ 1,175,849	\$ 1,349,153	\$ 1,522,456	\$ 1,695,760	\$ 1,869,063	\$ 2,042,367	\$ 2,215,670	\$ 2,388,973	\$ 2,388,973	

September 13, 2013

Attn: Ms. Mary M. Ilnicki
Bureau of Financial Analysis
New York State Department of Health

RE: Parkmed NYC, LLC
CON-132011B
New York County

Dear Mary:

In response to your September 4, 2013 letter requesting additional information for the above-mentioned project.

1. Submit updated networth or affidavit of no change for the proposed physician member of Parkmed NYC, LLC

RESPONSE: Attached is an updated net-worth statement for Dr. Molaei.

2. Resubmit Table 13D-4 to reflect Medicaid as managed care only. Medicaid Fee-For-Service will be phased out.

RESPONSE: Attached is a revised Schedule 13, Schedule 17 and Payor Utilization schedule reflecting the phasing out of Medicaid-Fee-For-Service.

3. Explain why lease is stated at 7,850 square feet but states 4,944 usable square feet. Is the difference common area?

RESPONSE: The rentable space in the lease is measured from the outside walls, which includes three foot perimeters from the outside walls to the inner walls of the occupied space. Additionally, columns within the space, common hallways bathrooms, stairways, centrally placed vertical air shaft, common entrance to the building and a portion of the roof is included in the total square footage of rentable space. Resulting in a 0.63% loss factor. (7,850 square feet of rentable space with 0.63% loss factor equates to 4,944 square footage of usable space.)

If you need any further information please contact us at your convenience.
Thank you for your assistance in processing this application.

Sincerely,

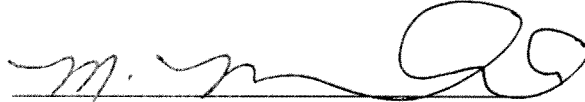


Ann M. Gormley


AFFIDAVIT

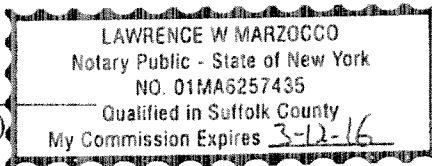
Michael M. Molaei, M.D. certifies that since filing Parkmed NYC LLC's Certificate of Need Application #132011 with the New York State Department of Health in July 2013 there has been no material change to my net worth.

Dated: 9-6-, 2013


Michael M. Molaei, M.D.

Sworn to before me this 6th
day of September, 2013


Notary Public and (stamp)



New York State Department of Health
Certificate Of Need Application

Schedule 13D

Table 13D - 1

Categories	a Current Year	b Year 1 Incremental Revenue Impact	c Year 3 Incremental Revenue Impact
Start date of year in question:(m/d/yyyy)	N		
1. Daily Hospital Services	o t	N/A	N/A
2. Ambulatory Services		\$ 6,761,047	\$ 6,896,820
3. Ancillary Services		N/A	N/A
4. Total Gross Patient Care Services Rendered	A p p l i c a b l e	\$ 6,761,047	\$ 6,896,820
5. Deductions from Revenue			
6. Net Patient Care Services Revenue		\$ 6,761,047	\$ 6,896,820
7. Other Operating Revenue (Identify sources)			
8. Total Operating Revenue (Total 1-7)		\$ 6,761,047	\$ 6,896,820
9. Non-Operating Revenue		\$ -	\$ -
10. Total Project Revenue		\$ 6,761,047	\$ 6,896,820

Table 13D - 4

Outpatient Services**		Total Current Year		First Year Incremental				Third Year Incremental				
Source of Revenue		Visits	Net Revenue*		Visits		Net Revenue*		Visits		Net Revenue*	
			%	Dollars (\$)	%	Visits	%	Dollars (\$)	%	Visits	%	Dollars (\$)
Commercial	Fee for Service			35.2%	6,301		\$ 2,351,402		6,428	34.8%	\$ 2,398,796	
	Managed Care											
Medicare	Fee for Service											
	Managed Care											
Medicaid	Fee for Service			0.0%	0	0.0%	\$ -	0.0%	0	0.0%	\$ -	
	Managed Care			48.5%	8,680	49.6%	\$ 3,350,355	48.5%	8,854	49.6%	\$3,417,517	
Private Pay				14.2%	2,544	15.1%	\$ 1,023,489	14.2%	2,595	15.1%	\$1,044,007	
OASAS												
OMH												
Charity Care				2.0%	358	0.5%	\$ 35,800	2.0%	365	0.5%	\$ 36,500	
Bad Debt												
All Other												
Total					17,883	100%	\$ 6,761,047	100.0%	18,242	100%	\$6,896,820	
Total of Inpatient and Outpatient Services							\$ 6,761,047				\$6,896,820	

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$0
		Managed Care	\$3,350,355
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
	Bad Debt		
Ordered Ambulatory Services			
TOTAL		\$6,761,047	
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		\$0
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		\$0
IV. Total Revenue (I, II, and III)			\$6,761,047

New York State Department of Health
 Certificate Of Need Application

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

Charges **			Total Charges	Adjustments
	Commercial	Fee for Service		
	Managed Care			
Medicare	Fee for Service			
	Managed Care			
Medicaid	Fee for Service			
	Managed Care			
Private Pay				
OASAS				
OMH				
Charity Care				
Bad Debt				
Ordered Ambulatory Services				
All Other				
TOTAL			\$0	\$0

Parkmed NYC D&TC

Utilization by Payor

Reimbursement Rate Assumptions

Commercial and Union

Based upon the medical group's historical experience with commercial payors and unions; reflecting the actual historical visit mix of the existing provider group.

Medicaid Fee-for-Service

Based upon Medicaid APG rates for actual historical procedure mix of participating physicians.

Medicaid Managed Care

Based upon the medical group's existing agreement with a Medicaid managed care plan.

Private Pay

Based upon historical payments received for private pay patients in the office setting.

Charity Care

Estimated payment that will be made by patients using a sliding fee scale.

	Current Year	Year One 2014	Year Two 2015	Year Three 2016
Revenue / Visit				
Commercial & Union	N/A	\$ 373	\$ 373	\$ 373
Medicaid / Fee-for-Service	N/A	\$ -	\$ -	\$ -
Medicaid Managed Care	N/A	\$ 386	\$ 386	\$ 386
Private Pay	N/A	\$ 402	\$ 402	\$ 402
Charity Care	N/A	\$ 100	\$ 100	\$ 100
Payor Mix				
Commercial & Union	N/A	35%	35%	35%
Medicaid / Fee-for-Service	N/A	0%	0%	0%
Medicaid Managed Care	N/A	49%	49%	49%
Private Pay	N/A	14%	14%	14%
Charity Care	N/A	2%	2%	2%
Visit Volume by Payor				
Commercial & Union	N/A	6,301	6,364	6,428
Medicaid / Fee-for-Service	N/A	0	0	0
Medicaid Managed Care	N/A	8,680	8,767	8,854
Private Pay	N/A	2,544	2,570	2,595
Charity Care	N/A	358	362	365
TOTAL	-	17,883	18,062	18,242
Total Revenue by Payor				
Commercial & Union	N/A	\$ 2,351,402	\$ 2,374,913	\$ 2,398,796
Medicaid / Fee-for-Service	N/A	\$ -	\$ -	\$ -
Medicaid Managed Care	N/A	\$ 3,350,355	\$ 3,383,936	\$ 3,417,517
Private Pay	N/A	\$ 1,023,489	\$ 1,033,949	\$ 1,044,007
Charity Care	N/A	\$ 35,800	\$ 36,200	\$ 36,500
TOTAL	\$ -	\$6,761,047	\$6,828,998	\$6,896,820

New York State Department of Health
Division of Health Facility Planning/Bureau of Architectural & Engineering Facility Planning

IMPACT ASSESSMENT FOR UNLISTED ACTION

CON#: 132011

FACILITY NAME: Parkmed NYC, LLC

DESCRIPTION: Establish and construct a diagnostic and treatment center to be located at 800 Second Avenue, New York

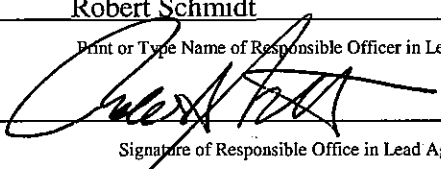
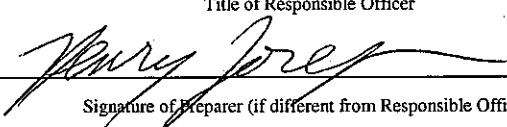
TOTAL PROJECT COST: \$478,017.00

Part 2-Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concert "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	X	
2. Will the proposed action result in a change in the use or intensity of use of land?	X	
3. Will the proposed action impair the character or quality of the existing community?	X	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	X	
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	X	
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	X	
7. Will the proposed action impact existing:	X	
a. public/private water supplies?	X	
b. public/private wastewater treatment utilities?	X	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	X	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	X	
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	X	
11. Will the proposed action create a hazard to environmental resources or human health?	X	

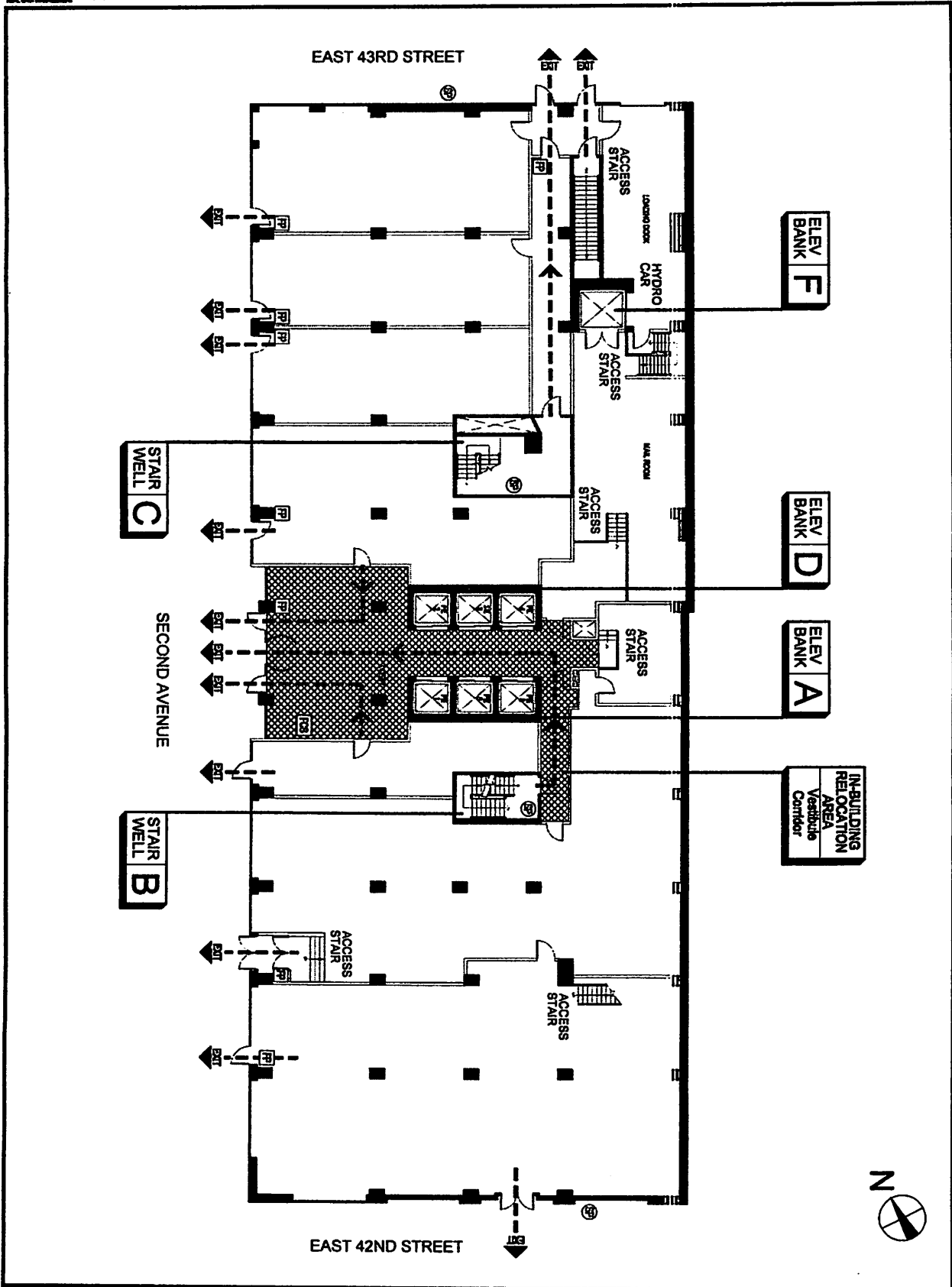
Part 3-Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed consider its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

No need to explain

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
DOH	10/28/13
Name of Lead Agency	Date
Robert Schmidt	Director, CON Review Group, DHFP
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Office in Lead Agency	Signature of Preparer (if different from Responsible Officer)



DISCLAIMER: THESE DRAWINGS WERE CREATED FOR EAP FILING ONLY. DO NOT SCALE DRAWING. EXISTING CONDITIONS AND DIMENSIONS MAY VARY AND ARE TO BE FIELD VERIFIED.



LEGEND Fire Alarm Pull Station Standpipe Hose outlet Fire Warden Station / Phone Fire Command Station (See Ground Floor) In-Building Relocation Areas Exit Route	DATE: 11-13-07
	DRAWING TITLE: EAP - 01
BUILDING ADDRESS: 800 2nd Avenue 1st Floor	DATE: 11-13-07 DRAWN BY: [REDACTED] CHECKED BY: [REDACTED] SCALE: 1/8" = 1'-0"

11	TITLE SCALE	21	TITLE SCALE
12	TITLE SCALE	22	TITLE SCALE
13	TITLE SCALE	23	TITLE SCALE
14	TITLE SCALE	24	TITLE SCALE

NFPA 101 LIFE SAFETY CODE ANALYSIS

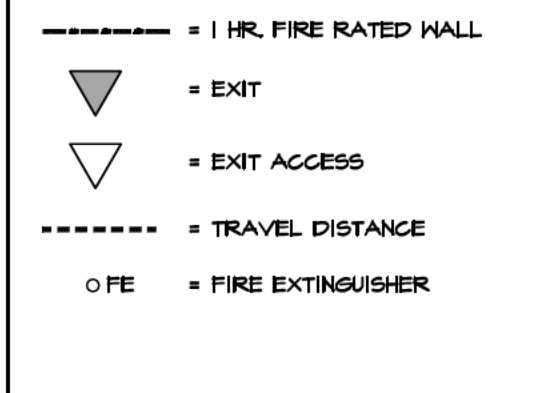
BUILDING DATA		
NFPA 220 BUILDING CONSTRUCTION TYPE	EXISTING	
OCCUPANCY CLASSIFICATION (6.1)	BUSINESS	
CLASSIFICATION OF HAZARD CONTENTS (6.2.2)	ORDINARY	
DATA	ALLOWABLE	PROVIDED
STORIES	EXISTING	EXISTING
MEANS OF EGRESS		
DATA	F.R.R. REQUIRED	F.R.R. PROVIDED
EXIT ACCESS CORRIDOR (7.10.1) (SERVING MORE THAN 30 OCC LOAD)	1 HOUR	1 HOUR
EXIT ENCLOSURE (7.10.2)	2 HOUR	2 HOUR
EXIT PASSAGEWAY (7.10.3)	N/A	N/A
INTERIOR FINISH CLASS IN EXITS (7.10.4)	CLASS A OR B	CLASS A OR B
SMOKE PROOF ENCLOSURE (7.10.5)	NOT REQ'D	NOT PROVIDED
FIRE BARRIER (7.2.4.3)	N/A	N/A
OCCUPANT LOAD FACTOR (7.10.1.2)	100 SQ FT PERSON	
OCCUPANT LOAD (30.1.7)	5952 SQFT @ 100 SQFT/PERSON = 59 PERSONS	
EGRESS CAPACITY (7.10.3)		
STAIRWAYS	3 IN/PERSON	
LEVEL COMPONENTS AND RAMPS	2 IN/PERSON	
MIN WIDTH OF EGRESS COMPONENTS (7-2)		
DOORS (7.12.1.3)		52" MIN
MIN NUMBER OF EXITS (30.2.4)		2
TRAVEL DISTANCE LIMITATIONS (30.2.6)		
FROM ANY POINT WITHIN A ROOM TO AN EXIT (30.2.6)	200'-0" UNSPRINKLERED	
COMMON PATH OF TRAVEL (30.2.3.3)	75'-0" MAX UNSPRINKLERED	
ARRANGEMENT OF MEANS OF EGRESS (30.2.3.2)		
DEAD-END CORRIDOR (30.2.5.2)	20'-0" MAX UNSPRINKLERED	
FEATURES OF FIRE PROTECTION		
DATA	F.R.R. REQUIRED	F.R.R. PROVIDED
VERTICAL OPENING PROTECTION (50.5.1) & (5.2.5)		
STAIRWAYS	2 HR	2 HR
PROTECTION FROM HAZARDS (50.5.2)		
GENERAL STORAGE ROOMS	1 HOUR RATED PARTITIONS & DOOR W/ CLOSER	1 HOUR RATED PARTITIONS & DOOR W/ CLOSER
BOILER OR FURNACE ROOMS	N/A	N/A
MEDICAL GAS STORAGE SUPPLIES	1 HOUR	1 HOUR
INTERIOR FINISHES (50.5.3)		
HALL & CEILING FINISHES IN EXITS	CLASS A OR B	CLASS A OR B
HALLS & CEILINGS AT OFFICE SPACES	CLASS A, B, OR C	CLASS A, B, OR C
FLOOR FINISH IN EXITS	CLASS I OR II	CLASS I OR II
SMOKE DETECTION SYSTEM (4-6)		
THROUGHOUT	REQUIRED	PROVIDED
LIMITED	-	-
PORTABLE FIRE EXTINGUISHERS (30.3.5)	REQUIRED	PROVIDED
FIRE ALARM SYSTEM (4-6 & 50.3.4)	REQUIRED	PROVIDED

NOTES:

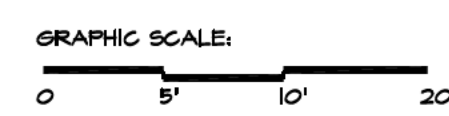
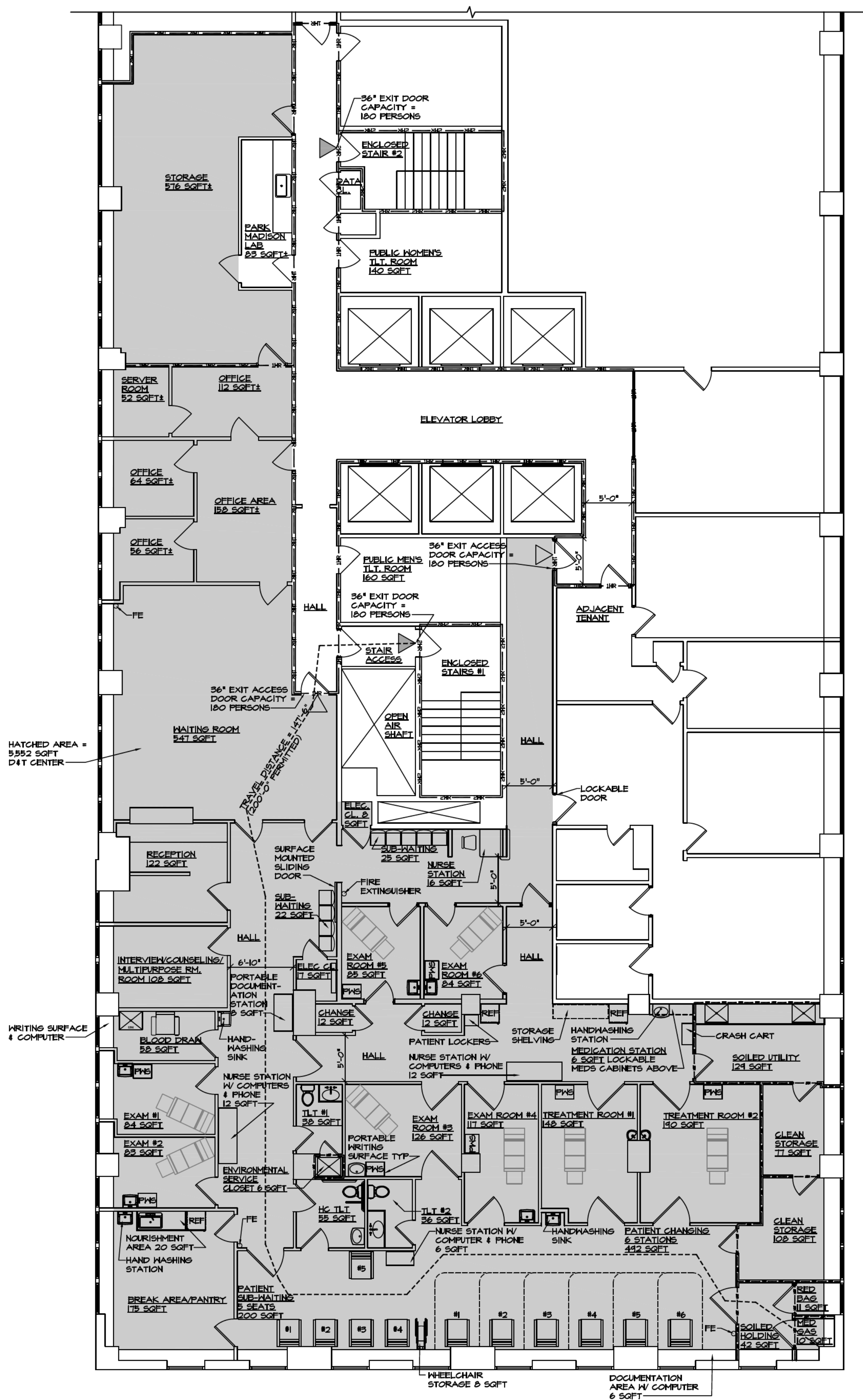
1. F.R.R. = FIRE RESISTANCE RATINGS.
2. THIS CHART IS SET UP BASED ON THE GENERAL REQUIREMENTS OF CHAPTERS 1 THROUGH 4 OF THE NFPA 101 LIFE SAFETY CODE, 2000 EDITION AND CHAPTER 50 NEW BUSINESS OCCUPANCIES.
3. THE EXISTING BUILDING IS UNSPRINKLERED.

33 NFPA 101 LIFE SAFETY CODE ANALYSIS NOT TO SCALE

LIFE SAFETY LEGEND



34 LIFE SAFETY LEGEND NOT TO SCALE

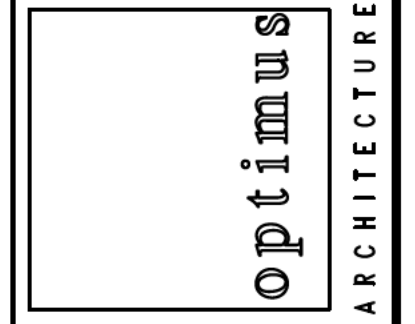


44 PARKMED D&T CENTER, CON PLAN, SIXTH FLOOR 1/8"=1'-0"



IT IS A CONDITION OF THE MAP FOR ANY PERSON, FIRM OR CORPORATION WHOSE INTEREST IN A PROPERTY IS AFFECTED BY THIS DOCUMENT TO MAKE THIS DOCUMENT IN ANY MANNER. IF ANY PERSON, FIRM OR CORPORATION WHOSE INTEREST IN A PROPERTY IS AFFECTED BY THIS DOCUMENT TO MAKE THIS DOCUMENT IN ANY MANNER, THE STATE OF NEW YORK, AND A DEGREE OF PROOF OF THE APPLICABLE.

187 E. Market Street
Suite 180
Rhinebeck NY 12572
845 876 8202 phone
845 876 8112 fax



SCALE	DATE	DRAWN BY	CHECKED BY
AS NOTED	04/24/13	DG	DAS
#	DATE	REVISIONS	

PROJECT #1106
PROJECT
PARKMED, D&T CENTER
800 SECOND AVENUE
SIXTH FLOOR
NEW YORK, NEW YORK 10017

DRAWING TITLE
CON FLOOR PLAN

DRAWING NUMBER

CON-1

11	TITLE SCALE	21	TITLE SCALE
12	TITLE SCALE	22	TITLE SCALE
13	TITLE SCALE	23	TITLE SCALE
14	TITLE SCALE	24	TITLE SCALE

NFPA 101 LIFE SAFETY CODE ANALYSIS

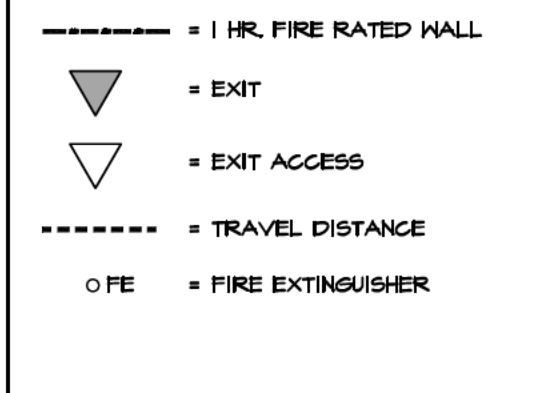
BUILDING DATA		
NFPA 220 BUILDING CONSTRUCTION TYPE	EXISTING	
OCCUPANCY CLASSIFICATION (6.1)	BUSINESS	
CLASSIFICATION OF HAZARD CONTENTS (6.2.2)	ORDINARY	
DATA	ALLOWABLE	PROVIDED
STORIES	EXISTING	EXISTING
MEANS OF EGRESS		
DATA	F.R.R. REQUIRED	F.R.R. PROVIDED
EXIT ACCESS CORRIDOR (7.10.1) (SERVING MORE THAN 30 OCC LOAD)	1 HOUR	1 HOUR
EXIT ENCLOSURE (7.10.2)	2 HOUR	2 HOUR
EXIT PASSAGEWAY (7.10.3)	N/A	N/A
INTERIOR FINISH CLASS IN EXITS (7.10.4)	CLASS A OR B	CLASS A OR B
SMOKE PROOF ENCLOSURE (7.10.5)	NOT REQ'D	NOT PROVIDED
FIRE BARRIER (7.2.4.3)	N/A	N/A
OCCUPANT LOAD FACTOR (7.10.1.2)	100 SQ FT PERSON	
OCCUPANT LOAD (30.1.7)	5952 SQFT @ 100 SQFT/PERSON = 59 PERSONS	
EGRESS CAPACITY (7.10.3)		
STAIRWAYS	3 IN/PERSON	
LEVEL COMPONENTS AND RAMPS	2 IN/PERSON	
MIN WIDTH OF EGRESS COMPONENTS (7-2)		
DOORS (7.12.1.3)		52" MIN
MIN NUMBER OF EXITS (30.2.4)		2
TRAVEL DISTANCE LIMITATIONS (30.2.6)		
FROM ANY POINT WITHIN A ROOM TO AN EXIT (30.2.6)	200'-0" UNSPRINKLERED	
COMMON PATH OF TRAVEL (30.2.3.3)	75'-0" MAX UNSPRINKLERED	
ARRANGEMENT OF MEANS OF EGRESS (30.2.3.2)		
DEAD-END CORRIDOR (30.2.5.2)	20'-0" MAX UNSPRINKLERED	
FEATURES OF FIRE PROTECTION		
DATA	F.R.R. REQUIRED	F.R.R. PROVIDED
VERTICAL OPENING PROTECTION (50.5.1) & (50.5)		
STAIRWAYS	2 HR	2 HR
PROTECTION FROM HAZARDS (50.5.2)		
GENERAL STORAGE ROOMS	1 HOUR RATED PARTITIONS & DOOR W/ CLOSER	1 HOUR RATED PARTITIONS & DOOR W/ CLOSER
BOILER OR FURNACE ROOMS	N/A	N/A
MEDICAL GAS STORAGE SUPPLIES	1 HOUR	1 HOUR
INTERIOR FINISHES (50.5.3)		
HALL & CEILING FINISHES IN EXITS	CLASS A OR B	CLASS A OR B
HALLS & CEILINGS AT OFFICE SPACES	CLASS A, B, OR C	CLASS A, B, OR C
FLOOR FINISH IN EXITS	CLASS I OR II	CLASS I OR II
SMOKE DETECTION SYSTEM (4-6)		
THROUGHOUT	REQUIRED	PROVIDED
LIMITED	-	-
PORTABLE FIRE EXTINGUISHERS (30.3.5)	REQUIRED	PROVIDED
FIRE ALARM SYSTEM (4-6 & 50.3.4)	REQUIRED	PROVIDED

NOTES:

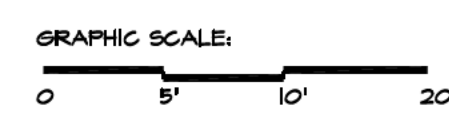
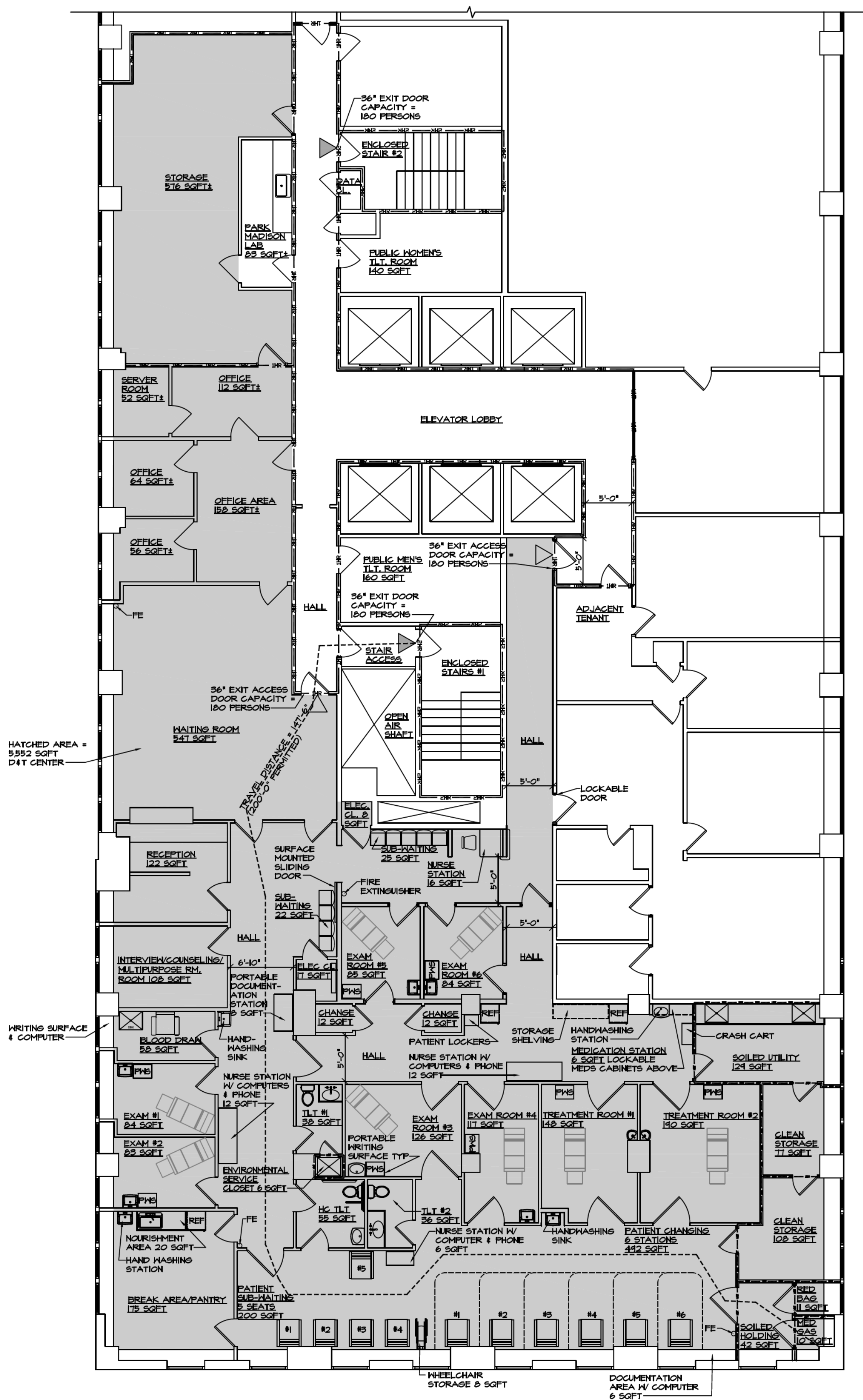
1. F.R.R. = FIRE RESISTANCE RATINGS.
2. THIS CHART IS SET UP BASED ON THE GENERAL REQUIREMENTS OF CHAPTERS 1 THROUGH 4 OF THE NFPA 101 LIFE SAFETY CODE, 2000 EDITION AND CHAPTER 50 NEW BUSINESS OCCUPANCIES.
3. THE EXISTING BUILDING IS UNSPRINKLERED.

33 NFPA 101 LIFE SAFETY CODE ANALYSIS NOT TO SCALE

LIFE SAFETY LEGEND



34 LIFE SAFETY LEGEND NOT TO SCALE

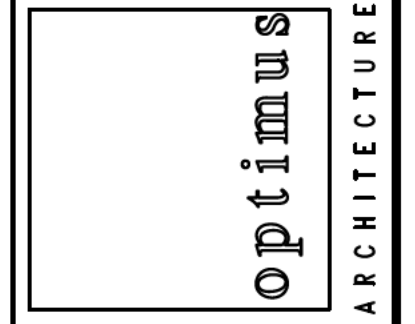


44 PARKMED D&T CENTER, CON PLAN, SIXTH FLOOR 1/8"=1'-0"



IT IS A CONDITION OF THE MAP FOR ANY PERSON, FIRM OR CORPORATION WHOSE INTEREST IN A LOT OR LOTS OF LANDS IS AFFECTED BY THIS DOCUMENT TO FILE WITH THE OFFICE OF THE CLERK OF THE SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF ALBANY, A COPY OF THIS DOCUMENT, AND A CHECKED COPY OF THE ORIGINAL.

187 E. Market Street
Suite 180
Rhinebeck NY 12572
845 876 8202 phone
845 876 8112 fax



SCALE	DATE	DRAWN BY	CHECKED BY
AS NOTED	04/24/13	DG	DAS
#	DATE	REVISIONS	

PROJECT #1106
PROJECT
PARKMED, D&T CENTER
800 SECOND AVENUE
SIXTH FLOOR
NEW YORK, NEW YORK 10017

DRAWING TITLE
CON FLOOR PLAN

DRAWING NUMBER

CON-1

Agreement of Lease

Agreement of Lease, made as of this 20th day of November, 2013, between

Good Care Medical, PC having an address at 800 Second Avenue, 6th Floor, New York, NY 10017, party of the first part, hereinafter, referred to as "OWNER" or "LANDLORD", and Parkmed NYC, LLC a Diagnostic and Treatment Center having an address at 800 Second Avenue, 6th Floor, New York, NY 10017, party of the second part, hereinafter, referred to as "TENANT",

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Unit #605 (as depicted in Schedule B) consisting of 7,850 square feet of which 4,944 are usable space for the proposed Diagnostic and Treatment Center at a rate of \$47.54 per square foot in the building known as and located at 800 Second Avenue, New York, NY 10017 in the borough of Manhattan, City of New York, for the term of ten (10) years and (0) zero months (or until such term shall sooner cease and expire as hereinafter provided) with the option of a renewable lease for ten (10) years.

To commence on the later of 1st day of January 2014, and the date Tenant receives final State of New York approval to operate a diagnostic and treatment center on the demised premises, and to end on the 1st day of January year of 2024 and Owner further leases to Tenant and Tenant further hires from Owner THE EASTERLY PORTION OF UNIT #610 (as depicted in Schedule B) consisting of 803 square feet of which 587 are usable space in the building known as and located at 800 Second Avenue, New York, NY 10017 for a term of ten (10) years and (0) zero months and (0) zero days (or until such term shall sooner cease and expire as hereinafter provided) commencing the 1st day of January, year of 2014 and to end on the 1st day of January, year of 2024, both dates inclusive, at an annual fixed Minimum Rent of :

See Attached Schedule A

with the option of a renewable lease for ten (10) years. Which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal, in which case the Tenant shall pay the first monthly installment on the execution hereof).

The parties hereto, for themselves, their heirs, distributes, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

1. **Rent** Tenant shall pay the rent as above and hereinafter provided.
2. **Occupancy** Tenant intends and shall use and occupy the demised premises for the purpose of

General offices and Professional offices for the practice of medicine and surgery and related healthcare specialties including, but not limited to Obstetrics and Gynecology and the operation of a diagnostic and treatment center approved by the State of New York under Article 28 of the New York Public Health Law. The Landlord makes no representation concerning the suitability of the space for the purposes intended. The tenant shall hold the Landlord harmless from any claims resulting and/or arising from Tenant's use of the space including claims owing to the current or future condition of the premises. The Tenant shall at all times conduct its business in a high grade and reputable manner, shall not violate Article 37 hereof, and shall keep show windows and signs in a neat and clean condition.

3. Alterations: Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this Article, Tenant at Tenant's expense may make alterations, installations, additions or improvements, which are non-structural and which do not affect utility services or plumbing and electrical lines in or to the interior of the demised premises by using contractors or mechanics first approved in writing by Owner, which approval may be withheld by Owner for any reason whatsoever, in Owner's absolute discretion. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approval and certificates to Owner, and Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as owner may require, but in no less an amount than \$2,000,000.00. If any mechanics lien or lis pendens is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, or for any other reason, whether or not done pursuant to this Article, the same shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by filing the bond required by law, or by doing any other thing or making any payment necessary for the removal of the lien. All fixtures and all paneling, partitions, railing and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's rights and thereto and to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant prior to the expiration of the lease at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenants removal of trade fixtures, removable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant by the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the premises by Owner at Tenant's expense.

4. Repairs: If Owner allows Tenant to erect on the outside of the building a sign or signs, or a hoist lift or sidewalk elevator for the exclusive use of Tenant, Tenant shall maintain such exterior installations and good appearance and shall cause the same to be operated in a good and workman like manner and shall make all repairs thereto necessary to keep same and good order and condition, at Tenant's own cost and expense, and shall cause the same to be covered by the insurance provided for hereafter in Article 8. Such permission by Owner, if at all, must be in writing, and may be withheld for any reason whatsoever in Owner's absolute discretion. Tenant shall, throughout the term of this lease take good care of the demised premises and the fixtures and appurtenances therein, and the sidewalks adjacent thereto, at its sole cost and expense, make all repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from elements, fire or other casualty excepted. If the demised premises be or become infested with vermin, Tenant shall at Tenant's expense, cause the same to be exterminated from time to time to the satisfaction of the Owner. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for the diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building including the erection or operation of any crane, derrick or sidewalk shed, or in or to the demised premises or the fixtures, appurtenances or equipment thereof. The provisions of this article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

5. Window Cleaning: Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

6. Requirements of Law, Fire Insurance: Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, and with respect to the portion of the sidewalk adjacent to the premises, if the premises are on the street level, whether or not arising out

of Tenant's use or manner of use thereof, or with respect to the building if arising out of Tenant's use or manner of use of the premises or the building (including the use permitted under the lease). Except as provided in Article 29 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall pay all costs, expenses, fines, penalties or damages, which may be imposed upon Owner by reason of Tenant's failure to comply with the provisions of this article. If the fire insurance rate shall, at the beginning of the lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant, to comply with the terms of this article. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" of rate(s) for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to said premises.

7. Subordination: This lease is subject and subordinate to all ground or underlying leases and to all mortgages, liens and security interests which may now or hereafter affect such leases, rentals or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request, and the failure to do so shall constitute a material breach of this lease agreement, permitting Owner to evict Tenant.

8. Tenant's Liability Insurance Property Loss, Damage, Indemnity: Owner or its agent shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said building or caused by operations in construction of any private, public or quasi-public work. Tenant agrees, at Tenant's sole cost and expense, to maintain comprehensive general public liability insurance in standard form in favor of Owner and Tenant against claims for bodily injury or death or property damage occurring in or upon the demised premises, effective from the date Tenant enters into possession and during the term of this lease. Such insurance shall be in an amount and with carriers acceptable to the Owner, but not less than two million dollars (\$2,000,000.00). Such policy or policies shall be delivered to the Owner. On Tenant's default in obtaining or delivering any such policy or policies or failure to pay the charges therefor, Owner may secure or pay the charges for any such policy or policies and charge the Tenant as additional rent therefor. Tenant shall defend, indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, actions, proceedings, suits, costs and expenses, including reasonable attorneys fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agent, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any subtenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by legal counsel approved by Owner in writing, such approval to be given at the absolute discretion of Owner.

9. Destruction, Fire and Other Casualty: (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate written notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged and rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged and rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as hereinafter provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant given within 90 days after such fire or casualty specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Unless Owner shall serve a termination notice as provided for herein, Owner shall make the repairs and restorations

under the conditions of (b) and (c) hereof, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance and also, provided that such a policy can be obtained without additional premiums. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

10. Eminent Domain: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting and Tenant shall have no claim for the value of any unexpired term of said lease.

11. Assignment, Mortgage, Etc.: This Lease or the interest of Tenant in this Lease shall not be sold, assigned or otherwise transferred, whether by operation of law or otherwise transferred, whether by operation of law or otherwise, and none of the issued or outstanding capital stock of any corporation and/or any interest of any members of a limited liability corporation which directly or indirectly is Tenant under this Lease and/or any interest of any general partner of any partnership that is Tenant under this Lease shall be sold, assigned or transferred, nor shall additional stock in any such corporation be issued, so as to result in a change of the stock ownership of such corporation as held by shareholders thereof on the date when such corporation became Tenant under this Lease pursuant to the terms hereof, nor shall any interest of any member in a limited liability corporation or any interest in any general partner's interest be changed, sold, assigned or transferred, nor shall Tenant sublet and/or underlet any or all portion of the demised premises or otherwise, without the prior written consent of Landlord in each case provided that, notwithstanding the foregoing, Michael M. Molaei, MD, the current owner of all the units of Tenant, may, without Landlord's consent, transfer in Parkmed NYC, LLC to another person or entity so long as Dr. Molaei remains an owner of some units of Tenant. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance, such consent to be in writing and to be given, if at all, in Owner's absolute discretion. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of the covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

12. Electric Current: Rates and conditions in respect to sub metering or rent inclusion, as the case may be, are contained in the RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain.

13. Access to Premises: The Landlord acknowledges that his rights of reentry into the premises set forth in this lease do not confer on him the authority to operate a **Diagnostic and Treatment Center** as defined in article 28 of the Public Health Law on the premises and agrees that he will give the New York State Department of Health, Tower Building, Empire State Plaza, Albany, NY 12237, notification by certified mail of his intent to reenter the premises or to initiate dispossession proceedings or that the lease is due to expire, at least 30 days prior to the date on which the Landlord intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease. Upon receipt of notice from the Landlord of his intent to exercise his right of reentry or upon the service of process in dispossession proceedings and 60 days prior to the expiration of the lease, the Tenant shall immediately notify by certified mail the New York State Department of Health, Tower Building, Empire State Plaza, Albany, NY 12237, of the receipt of such notice or service of such process or that the lease is about to expire. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner

may elect to perform, at its sole and absolute discretion, in the premises, following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein, provided they are within the walls, Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgages of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notice "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property and such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the Tenant shall have removed all or substantially all of Tenant's property therefrom, Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefor to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets, or other public parts of the building and to change the name, number or designation by which the building may be known.

14. Vault, Vault Space, Area: No vaults, vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant.

15. Occupancy: Tenant will not at any time use or occupy the demised premises in violation of Article 2 or 37 hereof, or of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them "as is". In any event, Owner makes no representation as to the condition of the building or of the demised premises, or of its suitability for Tenant's intended use, and Tenant agrees to accept the same subject to violations whether or not of record.

16. Bankruptcy: (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be canceled by Landlord by the sending of a written notice to Tenant within a reasonable time after the happening of anyone or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by the Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such premises or any part thereof be re-let by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Owner to prove and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

17. Default: (1) If Tenant defaults in fulfilling any of the covenants of this lease including but not limiting to the covenants for the payment of rent or additional rent; or if the demised premises become vacant or deserted; or if any execution or attachment shall be

issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if this lease be rejected under Section 365 of Titled II of the U. S. Code (Bankruptcy Code); or if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then, in anyone or more of such events, upon Owner serving a written five (5) days' notice of default upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced curing such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then Owner may serve a written three (3) days notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days, this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (I) hereof shall have been given, and the term shall expire as aforesaid; or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required; then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant, its subtenants and all other occupants by summary proceeding, force or otherwise, and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(3) If Tenant shall be in default of payment of rent or additional rent, Landlord may either serve the notice of default and notice of cancellation pursuant to Article 17 (I) herein and dispossess Tenant by a holdover summary proceeding, or in the alternative and at Landlord's own choosing serve a three day rent demand notice pursuant to Real Property Action and Proceeding Law Section 711 and/or other relevant provision of law and dispossess Tenant by a nonpayment summary proceeding.

18. Remedies of Owner and Waiver of Redemption: In case of any such default, reentry, expiration and/or dispossess by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such reentry, dispossess and/or expiration. (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term of terms which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses of Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease. Owner, in putting the demised premises in good order or preparing the same for re-rental (which owner may, at Owner's option, make such alterations, repairs, replacements, and/or decorations) shall not operate or be construed to release Tenant from liability. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises, or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rent collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

19. Fees and Expenses: If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder, and if Owner, in connection therewith or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any attorney's fees, in instituting, prosecuting or defending any actions or proceedings, such sums so paid or obligation incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable against Tenant by Owner as damages.

20. No Representations by Owner: Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation, or any other matter or thing affecting or related to the premises except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

21. End of Term: Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, vacant and broom clean, in good order and condition, ordinary wear excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

22. Quiet Enjoyment: Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 33 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

23. Failure to Give Possession: If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or if the premises are located in a building or part of a building being constructed, and such building or part thereof has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Owner shall have given Tenant written notice that the premises are substantially ready for Tenant's occupancy, if permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

24. No Waiver: The failure of Owner to seek redress for violation of: or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations set forth or hereafter adopted by Owner shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall not be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed in acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

25. Waiver of Trial by Jury: It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

26. Inability to Perform: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is denied in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or when, in the judgment of Owner, temporary interruption of such services is necessary by reason of accident, mechanical breakdown, or to make repairs, alterations or improvements.

27. Bills and Notices: Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

28. Water Charges: If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole judge), Tenant shall at its expense install a water meter measuring Tenant's water consumption at the premises. If Tenant fails to install such meter, Owner may install a water meter and thereby measure Tenant's water consumption for all purposes and Tenant shall pay Owner for the cost of the meter and the cost of the installation thereof. Throughout the duration of Tenant's occupancy, Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense. Tenant agrees to pay to the Owner for water consumed, as shown on said meter as and when bills are rendered. Tenant covenants and agrees to pay to the Owner the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. The bill rendered by Owner shall be payable by Tenant as additional rent. If the building or the demised premises or any part thereof be supplied with water through a meter which water is also supplied to other premises, then until such time a meter measuring exclusively Tenant's water and sewer consumption for the demised premises is installed, Tenant shall pay to Owner as additional rent, on the first day of each month, 100% of the total meter charges, as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner herein above or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

29. Sprinklers: Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the Insurance Services Office or any bureau, department or official of the federal, state or city government require or recommend the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent one-half of the cost of the required work.

30. Cleaning: Tenant shall at Tenant's expense, keep the demised premises clean and in order, to the satisfaction to Owner. Tenant shall, at Tenant's own expense, make all repairs and replacements to the sidewalks and curbs adjacent thereto, and keep said sidewalks and curbs free from snow, ice, dirt, and rubbish. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such times as Owner may elect and shall be due and payable when rendered, and the amount of such bills shall be deemed to be, and be paid as, additional rent, Tenant shall, however, have the option of independently contracting for the removal of such rubbish in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such rubbish shall be pursuant to rules and regulations put forth by Owner as in the judgment of Owner, are necessary for the proper operation of the building.

31. Security: Upon signing of this Lease, Tenant shall deposit with Owner the sum of \$ 68,560.60 as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Owner may expend or may be required to

expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security, and Tenant agrees to look to the new Owner solely for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance. Security shall be placed in a non-interest bearing co-mingled account.

32. **Captions:** The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease not the intent of any provision thereof.

33. **Definitions:** The term " Owner" as used in this lease means only the Owner, or the mortgagee in possession, for the time being of the land and building of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said land or building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreements between the parties of their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "business days" as used in this lease shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 30 hereof), Sundays and all days designated as holidays by the applicable building service union employees service contract or by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to H.V.A.C. service.

34. **Adjacent Excavation-Shoring:** If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

35. **Rules and Regulations:** Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with the Rules and Regulations as Owner or Owner's agents may from time to time adopt and change. Notice of any additional Rules or Regulations shall be given in such manner as Owner may elect.

36. **Glass:** Owner shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

37. Pornographic Uses Prohibited: Tenant agrees that the value of the demised premises and the reputation of the Owner will be seriously injured if the premises are used for any obscene pornographic purposes or any sort of commercial sex establishment. This Article, such violation shall be deemed a breach of a substantial obligation of the terms of this lease and objectionable conduct. Pornographic material is defined for purposes of this Article as any written or pictorial matter with prurient appeal or any objects of instrument that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in Penal Law Section 235.00.

38. Estoppel Certificates : Tenant, at any time, upon at least 10 days prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any person, firm or corporation specified by Owner, a statement certifying that this lease is unmodified and in full force and effect (or, if there have been modifications, that the same full force and effect as modified and stating the modifications), stating whether or not there exists any defaults by Owner under this lease, and, if so, specifying each default. The failure to provide such statement timely shall constitute a default under this lease.


39. No Interference of Landlord's business and residence: Tenant shall not interfere with the business of Landlord or any business owned by Landlord's principal or disturb any residence occupied by Landlord's principal or family members of Landlord's principal by picketing, approaching, accosting, initiating communications with, distributing communications (orally or in writing) to, or otherwise disturbing visitors, customers, clients, and passerby at, in or near Landlord's business, Landlord's buildings, or any business owned by Landlord's principal, for the purpose of discouraging customers, clients, passerby from patronizing, visiting, or disturbing the business of Landlord, or any business owned by Landlord's principal, or any residence owned by Landlord's principal or family members of Landlord's principal. Tenant shall not publish in writing or orally make disparaging statements about the Landlord, Landlord's principal or the family member of Landlord's principal or the family member of Landlord's principal for the purpose of discouraging customers, clients and passerby from patronizing, visiting, or disturbing the business of Landlord, or any business owned by Landlord's principal, or any residence owned by Landlord's principal or family members of Landlord's principal. Tenant shall not engage in any act of economic coercion against the Landlord for the purpose of negotiating the terms within the lease or any renewal or extension thereof, or for the purpose of obtaining a new Lease from the Landlord. In the event Tenant shall be in violation of the within provision, Tenant agrees that Landlord, Landlord's principal and the family member of Landlord's principal are entitled to a temporary restraining order, a preliminary and permanent injunction from the court of appropriate jurisdiction enjoining Tenant from engaging in such activities.

40. Successors and Assigns: The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this lease, their assigns.


41. Lease language: This lease is the result of extensive negotiations between the Owner and Tenant and each party has been advised by counsel of his respective rights and obligations hereunder. It is agreed that both parties shall be deemed to have drawn this Lease in order to avoid any negative interference by any court as against the preparer of this lease and its rider and any related documents. In the event of any ambiguity in the languages of this Lease, such ambiguity shall not be construed against the preparer of this Lease and shall not be construed against one party over the other party.

In witness Whereof, Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

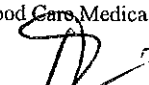
Witness for Owner:

 Xu Chen

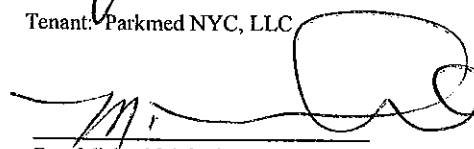
Witness for Tenant:

 Heyria Ablana

Landlord
Good Care Medical, PC


By: Jing Deng, MD President

Tenant: Parkmed NYC, LLC


By: Michael Molaei, MD President

RIDER TO AGREEMENT DATE THE ____ TH DAY OF _____, 20____

BETWEEN GOOD CARE MEDICAL PC, AS LANDLORD AND PARKMED NYC, LLC AS TENANT

42. Public Liability Insurance: Tenant, at its expense, shall maintain at all times during the term of this lease and at all times when Tenant is in possession of the demised premises (i) public liability insurance in respect of the demised premises and the conduct or operation of Tenant's business therein, with Owner and its designee, as additional named insured, with a single limit of not less than \$2,000,000.00 for bodily injury or death to any number of persons in any one occurrence, and \$2,000,000.00 in respect to any one incident, and \$2,000,000.00 for property damage to real or personal property, including but not limited to damages arising out of or resulting in any way from, by virtue of, or in connection with the alterations, improvements, repairs, and/or other work performed by or in behalf of Tenant.

Tenant shall procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant shall deliver to Landlord said renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies shall be issued by companies with a rating of "A" from A.M. Best and satisfactory to Landlord and all the policies shall contain a provision whereby at least twenty (20) days prior written notice of said cancellation or modification, including, without limitation, any cancellation resulting from the non-payment of premiums. Tenant shall also purchase and annually provide proof of the existence of the fire property and casualty insurance with extended coverage at replacement cost for the existing improvement and equipment and machinery for Tenant's business. Proof of such fire property and casualty insurance (i.e., the renewal policy and paid receipt) shall be presented to Landlord at least thirty (30) days before the expiration of the existing policy. All of the Tenant's insurance policy shall contain a clause which Tenant's insurer will waive its right of subrogation against Landlord.

43. Real Estate Tax:

- A. The term "Unit" shall be defined as the Condominium Unit known as Office Unit #605 in the 800 Second Avenue Condominium, which building is commonly known as and by as the street address, 800 Second Avenue, New York, NY 10017.
- B. The term "Tenant's Proportionate Share" shall mean one hundred (100%) percent.
- C. The term "Base Year" shall mean the fiscal year for period from 2009 to 2010.
- D. The term "Tax Year" shall mean a fiscal or calendar year for which Real Estate Taxes shall be imposed upon or assessed against the Building.
- E. The term "Real Estate Taxes" shall mean the aggregate of the real estate taxes, and frontage charges, assessments or other governmental charges and levies, general and special, ordinary and extraordinary, for seen and unforeseen, of any kind or nature whatsoever (including without limitation assessments including for public improvements or benefits and interest on unpaid installments thereof) which may be levied, assessed or imposed or become liens upon or arise out of the use, occupancy, possession or ownership of the Unit of which the demised premises are a part. Real Estate Taxes shall also include any increase resulting from any additions, improvements or alterations whether or not they benefit the demised premises. The term Real Estate Tax shall not, however, include inheritance, estate, succession, transfer, gift, franchise or profit tax imposed upon Landlord provided, however, that if any time during the terms of this lease the methods of taxation prevailing at the commencement at the terms of this Lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxed now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on the rent received from the building and/or Unit; (ii) a license fee measured by the rents received by the Landlord from the building and/or Unit or (iii) a tax or license imposed by the Landlord which is otherwise measured by or based on whole or in part upon the building and/or Unit or any portion thereof, then such tax or the fee shall be included in the computation of taxes, computed as if the amount of such tax or fee so payable for that part due if the building and/or Unit were the only property of Landlord subject thereto. If Landlord

shall incur any expenses including, but not limited to, attorneys' fees and disbursements in connection with the Landlord's endeavor to reduce or prevent any increase in the assessed valuation, Tenant shall be obligated to pay, as additional rent, Tenant's Proportionate Share of such expenses within Ten days after demand therefor by Landlord. Tenant's Proportionate Share of expense will not exceed Tenant's Proportionate Share of savings resulted from the tax reduction.

F. During the entire duration of this Lease, Tenant agrees to pay to Landlord as additional rent a sum equal to Tenant's Proportionate Share of the amount of increase in the Real Estate Taxes imposed on the Unit of #605 and used portion of #610 in any Tax Year during each and every year of this lease or any extension thereof. Said additional rent shall be paid on demand by Landlord. Photostatic copies of tax bills rendered by the City of New York to Landlord or its Mortgage or Agent or photostatic copies of the tax statement or record posted on the website of the City of New York shall be conclusive evidence of the amount of Real Estate Taxes fixed and of any increase in Real Estate Taxes, but shall not be a precondition for payment. Tenant agrees that payment for Real Estate Taxes will begin from the commencement date of this Lease.

G. Tenant hereby agrees and stipulates that in any court proceeding or action between Landlord and Tenant, Landlord may introduce photostatic copies of tax bills rendered by the City of New York to Landlord or its Mortgage or Agent or photostatic copies of the tax statement or record posted on the website of the City of New York as the proof and/or evidence of the amount of Real Estate Taxes fixed and of any increase in Real Estate Taxes and the photostatic copies of such documents shall be admitted into evidence in any court trial or hearing.

H. Tenant's obligation pursuant to this Article shall survive the expiration of the termination of this lease.

44. PAYMENT OF RENT AND ADDITIONAL RENT:

A. All payments, other than the annual rental as adjusted from time to time, to be made by Tenant pursuant to this lease shall be deemed additional rent, whether or not specifically so called, and in the event of any nonpayment thereof, then in addition to any other remedy that Landlord is entitled to pursue under the law, Landlord may deem such non-payment as nonpayment of rent and Landlord shall have the right to pursue all remedies under the law for non-payment of rent.

B. It shall not constitute a bar, preclusion or election of remedies against the enforcement of Landlord's rights and remedies under Article 17 of this lease for non-payment of rent or additional rent if the Landlord has already commenced a proceeding or action to recover the rent or additional rent.

C. The Tenant shall not challenge or dispute in any court of this state or in the United States or in any other jurisdiction whatsoever, or in any arbitration, mediation, or other board or panel any amount of additional rent or the computation of any amount of additional rent as contained or prepared on a statement, demand, bill from a governmental agency or proper authority required under this lease without first paying the full amount of said additional rent of the Landlord prior to the commencement of any challenge or dispute to said amount.

D. Tenant covenants and agrees that the monthly installments of annual rental shall be paid by Tenant to Landlord on or before the first day of each month without notice or demand by Landlord. In the event that such installments of annual rental shall not be paid by the fifth (5th) day of each month or any item of additional rent shall not be paid within ten days or the applicable time period following written demand therefor, the Tenant shall pay to the Landlord, as additional rent, a late charge equal to ten (10%) percent of such monthly installment or item of additional rent, and should said payment remain in arrears beyond thirty days, Tenant shall pay interest at the rate of two (2%) percent per month from the date upon which such payment is due.

E. Any payments herein made by the Landlord which are chargeable to Tenant as additional rent, shall be paid by Tenant within three (3) days from the mailing of the notice for additional rent. The Tenant's failure to make said payments within the time specified herein shall be deemed as a default and the Landlord may pursue all remedies provided herein for defaults.

F. If Landlord receives from Tenant any payment less than the sum of the annual rent, additional rent and other payments due ("Partial Payment"), Landlord, in its sole discretion, may allocate such Partial Payment in whole or in part to any other charges or to any combination thereof.

G. If Tenant is in arrears in the payment of rent, additional rent, or other charges, Tenant waives Tenant's rights, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may

apply any payments made by Tenant to any items Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

H. Landlord, at Landlord's option, shall have the right, if Tenant has defaulted in the payment of rent and additional rent, to demand payment of future installments of rent or additional rent by certified, bank or teller's check or by postal money order.

I. Unless Owner shall otherwise expressly agree in writing, acceptance of rental payments or additional rent from anyone other than Tenant shall not relieve Tenant of its obligations under this lease, including the obligation to pay rent or additional rent hereunder. Furthermore, such acceptance of rent or additional rent shall not be deemed to constitute Owner's consent to an assignment of this lease or a subletting or other occupancy of the demised premises by anyone other than Tenant, nor a waiver of any of the Owner's rights or Tenant's obligations under this lease.

J. Should Tenant default in the timely performance of any covenant, term or condition herein contained on Tenant's part to be performed, Landlord, at its option and without thereby waiving such a default, may perform the same for and on account of, and at the expense of the Tenant after three (3) days written notice (except in the event of an emergency, i.e., threat of personal injury and/or damage or destruction of property, when no notice shall be required). Tenant shall pay as an item of additional rent all costs and expenses which Landlord may incur in curing any of Tenant's defaults within three (3) days following delivery of a written demand therefor which costs and expenses shall include, but not be limited to, materials, fees paid to architects, engineers, attorneys, contractors, and subcontractors, fines and penalties.

K. Landlord's failure during the term of this lease to prepare and deliver any statements or bills required to be delivered to Tenant pursuant to the provisions of this lease, or Landlord's failure to make a demand for the payment of any item of additional rent, shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender its rights to collect such additional rent during the terms of this lease. Tenant's liability for the payment of any item of additional rent shall survive the expiration or sooner termination of this lease.

45. CONDITION OF PREMISES:

Tenant acknowledges that it has inspected the demised premises and is familiar with the physical condition of the same and Tenant agrees to accept the demised premises in their "AS IS" physical condition. Landlord shall not be obligated to make any repairs, improvements, or alterations to the demised premises including but not limited to, the repair or replacement of any windows, window panes, plate glass or roof, whether they be structural or not, or any fixtures contained therein whatsoever or to furnish, render or supply any work, labor, services, materials, furniture, equipment or decoration in order to make the demised premises ready or suitable for Tenant's occupancy. The Landlord shall also not be obligated to make any repairs, improvements, or alterations to any plumbing, heating, or electrical lines or pipes servicing, located in or passing through any fixtures or improvements located in the demised premises.

46. GLASS:

Tenant shall be responsible for the maintenance and replacement of all broken glass on the premises and shall promptly replace all broken glass.

47. DEFAULT:

If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Landlord may immediately or at any time thereafter, and without notice, perform the obligation of Tenant thereunder, and if Landlord, whether with or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceeding, such sums so paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord within three (3) days of rendition of any bill or statement to Tenant therefore, and if Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Landlord as damages.

48. CONDOMINIUM:

Tenant acknowledges the demised Unit is in a Condominium Building. As such, Landlord shall not be responsible for the maintenance or repair of any common areas or areas which are, as defined in the Condominium Declaration, the responsibility of 800 Second Avenue Condominium ("Condominium") nor shall Landlord be liable to Tenant for any damages arising from the failure of the Condominium to maintain or provide service in connection with the common areas or areas which are the responsibility of the Condominium. Tenant's obligations under this Lease shall not be released, excused or in any way effected by the Condominium's failure to perform, maintain or service.

49.FUEL:

Tenant acknowledges that the Condominium and not the Owner provides the heat and air-conditioning to the Unit. If Tenant is not satisfied with the sufficiency of the heating or cooling system at the Premises, Tenant may, at its own cost and subject to the approval of the Condominium and Owner, install heating and cooling units to the demised premises and be responsible for the maintenance and repair of such units. Tenant shall pay 100% of the fuel or energy used to heat and cool the demised premises arising from those units installed by Tenant. Further, Tenant acknowledges that the Condominium only provides basic heating and cooling on weekdays only. If Tenant requires weekend or evening service, Tenant shall pay for same in the amount as billed by the Condominium. If the Condominium bills Landlord for the weekend or evening heat and cooling service, Tenant shall pay same upon demand by Landlord as additional rent.

50.NO LIABILITY ON LANDLORD:

A. To the maximum extent permitted pursuant to Section 5-321 of the General Obligations Law of the State of New York or law of like import now or hereafter in force and effect, Landlord shall not be liable to Tenant for any damages to Tenant's property or injuries to the person of Tenant, its agents, servants, employees, invitees and/or visitors and Tenant hereby releases Landlord from all liability for: damages or injuries caused by or resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow leaking into the building and/or bursting of pipes or other conduits damages and injuries caused by anyone other than the Landlord, its agents, servants or employees and/or any other cause of any nature whatsoever other than those caused by Landlord, its agents, servants or employees.

B. Tenant shall indemnify and save Landlord harmless from and against (i) any and all claims against Landlord of whatever nature arising from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees and/or visitors, including any claims arising from any act, omission or negligence of Tenant, (ii) all claims against Landlord arising from any accident, injury or damage occurring outside of the demised premises, but within or about the lands and buildings where accident, injury or damage result or is claimed to have resulted from an act or omission of Tenant, its contractors, licensees, agents, servants, employees, invitees and/or visitors, including any claim arising from any act, omission or negligence of Tenant, and (iv) any breach, violation or nonperformance of any of the terms, covenants, and conditions contained in this lease on the part of Tenant to be fulfilled, kept, observed and performed. This indemnity and hold harmless covenant shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses (including attorneys' fees and disbursements) of any kind or nature incurred in connection with any such claim or proceeding brought thereon, and the defense thereof by the Landlord. This indemnity and hold harmless covenant shall survive the expiration or the earlier termination of the term of this lease and for any period of time prior to the commencement of the term of this lease during which Tenant was given access to the demised premises.

C. Notwithstanding anything provided in this lease or provided at law or in equity to the contrary, in the event that Tenant shall obtain a monetary judgment against Landlord in any action or proceeding, Tenant shall seek satisfaction of such a judgment only from Landlord's estate and interest in the Condominium Office Unit #605 of which the demised premises form a part (or the proceeds from the sale thereof) and no other property or other assets belonging to Landlord or its directors, officers, partners, principals (disclosed or undisclosed) or employees shall be subject to lien, levy, execution or other enforcement procedure for the satisfaction of any such judgment arising from the relationship of Landlord and Tenant hereunder, Tenant's use and occupancy of the demised premises or this lease. If Tenant shall acquire a lien on such other property or assets by judgment or otherwise, Tenant shall promptly release such lien by executing and delivering to Landlord an instrument to such effect prepared by Landlord. Tenant's covenants as contained in this Article shall survive the expiration or the earlier termination of the term of this lease.

51.GOVERNMENT REGULATIONS:

A. In the event the Tenant makes any alterations, decorations, installations, etc., including, but not limited to, Tenant's changes, if any, that do not comply with applicable building regulations, administrative agency, governmental or quasi-governmental agency regulations, or that may result in the imposition of any fines, penalties (civil or criminal) or any monetary awards, costs or fees against Landlord, Tenant shall be liable for any and all costs associated therewith including, but not limited to, attorneys' fees, architects' fees, engineering

fees, penalties, fines, renovation costs, construction costs, consultation and any and all other costs, which shall be deemed additional rent and due upon receipt of Landlord's statement therefor.

B. Tenant's obligation pursuant to this Article shall survive the expiration or the termination of this lease.

52. **HOLDOVER:**

To the maximum extent permitted by law, Tenant hereby waives any right to continued occupancy of the demised premises after the expiration of the lease imposed by any statute, rule or ordinance. If Tenant by regulatory statute, rule or ordinance is entitled to continued occupancy, and so long as such statute is in effect or applies to Tenant, then Tenant shall be obligated to pay rent on a month-to-month basis at a new base rent calculated by multiplying the base rent in effect on the last day of this lease by the product of 200%, plus any and all additional rents denominated herein, and the terms herein shall apply to such statutory tenancy to the extent they do not conflict with such statute, rule or ordinance.

53. **LIMITATIONS OF ACTIONS:**

In the event Landlord shall default in any obligations of this lease, the Tenant's right of action and recovery under the terms of this lease shall be limited to a claim against the real property of which this lease is a part.

54. **REPAIR ON SEWERAGE AND PLUMBING:**

A. It shall be the responsibility of the Tenant to maintain the sewer line from the premises in good working condition. If, due to Tenant's negligence or intended acts, the sewer line should require repair or replacement, such repair or replacement will be made by the Tenant at his own cost and expense. Should Tenant fail to make such repair or replacement, then in such event the Landlord may do same and charge the cost of same to the Tenant as additional rent due and payable on the 1st day of the month following completion of such repair or replacement.

B. The Tenant shall pay for all repairs for the plumbing in its demised premises.

55. **ALTERATION:**

Should the Tenant desire to make any changes or alterations or installations in and to the demised premises, it will submit a plan of such proposed changes to the Landlord for its approval. It is understood however, that prior to commencement of the work, all plans shall have all the necessary approvals from the Building Department and the Condominium. Furthermore, it is understood and agreed that any and all work shall be done in conformity with the requirements of all of the bureaus, departments, agencies or insurance organizations having jurisdiction over the work and/or the premises and/or the building of which the demises premises is a part. During any period in which Tenant is making alterations in and to the Premises, Tenant, at its expense, shall procure and maintain additional protection liability and property damage insurance in an amount determined by Landlord, with Landlord and its designee as additional named insured. Tenant shall, prior to or within three (3) days after the commencement of any work, present to Landlord the certificates evidencing that the contractor or contractors performing the work for Tenant have proper and adequate Workmen's Compensation insurance in full force and effect. Tenant shall, within five (5) days after Landlord's request, provide proof that any such insurance is still effective. All such insurance shall be maintained and kept in force until the work is fully and duly completed, and without cost or expense to Landlord. Tenant agrees to restore the premises to its original conditions, structural or otherwise upon the expiration of this lease at the option of the Landlord.

56. **MECHANICS LIEN:**

The Tenant shall not do or suffer anything to be done whereby the demised premises may be encumbered by a mechanics lien. If any mechanic's lien is filed against the demised premises, the building or the land or Owner's interest therein, for any work (labor or material) performed, to be performed, or claimed to have been furnished or to be furnished to Tenant, Tenant shall cause the same to be vacated or discharged of record at Tenant's own expense within ten (10) days after date of filing, by payment, by the filing of a bond as required by law, or otherwise. If Tenant shall fail to discharge any mechanic's lien, Owner may at its option, in addition to all other rights or remedies herein provided, bond or pay said lien or claim without inquiring into the validity thereof for the account of and at the expense of Tenant, and said cost and expense shall be considered additional rent.

57. CONFLICT:

If there is any conflict between the terms contained in the printed form lease and the terms contained in this Rider, the provisions of this Rider shall govern.

58. ASSIGNMENT AND SUBLETTING:

(I) Tenant may not sublet any portion of the demised premises under any circumstances upon prior written notice to Landlord, provided however, that tenant shall not engage in the same medical specialty as Landlord,

(II) Tenant shall not assign this lease without the prior written consent of Landlord and Landlord shall not unreasonably withhold consent provided that:

A) Tenant is not in default of this lease at the time consent from Landlord is sought;

B) the assignee will assume all duties and liabilities of Tenant as found in this lease;

C) Tenant will furnish to Landlord, fifteen (15) days prior to the assignment of this lease, a copy of the proposed assignment and assumption of lease or the sublease agreement, properly executed;

D) Tenant will pay Landlord's reasonable attorney's fee, the amount of which shall be determined by Landlord's attorney.

E) Assignee provide financial statement, tax return, and personal guaranty to the Lease satisfactory to the Landlord.

F) Assignee is in the same business as Tenant and will use the demised premises only for the same purpose as specified in the first page, provision 2, of the printed form of this Lease.

G) Assignee shall deposit with Landlord an amount equal to one additional month of rent due on the last year of this Lease as additional security deposit.

59. LIMITATION OF TENANT'S REMEDY AND NO SET-OFF:

(A) with respect to any provision of this lease which provides, in effect, that Landlord shall not unreasonably withhold or unreasonably delay any consent or any approval, Tenant in no event shall be entitled to make, nor shall Tenant make any claim, and Tenant hereby waives its right to make any claim for money damages; nor shall Tenant claim damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment.

(B) The Tenant agrees that the rent hereunder provided to be paid shall become due and payable to the Landlord without demand therefore and without offset or defense of any kind whatsoever. If the Tenant shall allege or claim any damages resulting from any breach or alleged breach by the Landlord under the terms of this lease or any claim of any kind whatsoever arising in favor of the Tenant against the Landlord, the Tenant agrees that such claim shall not be asserted and may not be asserted against the Landlord either as a counterclaim, set-off or defense in any action or proceeding brought by the Landlord against the Tenant for the payment of rent or recovery of possession of the demised premises. Such claim by the Tenant against the Landlord shall only be enforced, prosecuted or maintained by a separate action or proceeding instituted by the Tenant against the Landlord and not be consolidated with any action or proceeding brought by the Landlord against the Tenant for the payment of rent or recovery of possession of the demised premises.

(C) If, after default in payment or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any removable trade fixtures, machinery or other personal property installed by Tenant prior to such default, removal, expiration of lease, or the issuance of the Final Order of Execution of the Warrant, then, and in that event, the said fixtures, machinery and personal property shall be deemed abandoned by the Tenant and shall become the property of the Landlord.

60. INTENTIONALLY DELETED

61. PREVENTION AGAINST HAZARDOUS CONDITIONS:

The Tenant shall not use the demised premises or any part thereof for any purpose which shall be deemed extra-hazardous by the New York Board of Fire Underwriters or any similar authority having jurisdiction thereover.

62. INCREASE IN INSURANCE:

If by virtue of the Tenant's occupancy or use of the demised premises, the rate of any of Landlord's insurance for the entire Condominium Unit is increased, then the Tenant agrees to reimburse the Landlord as additional rent hereunder for that portion of the increase in Landlord's insurance and Tenant shall make such reimbursement on the first day of the month following the Landlord's demand.

63. UTILITY METERS:

(A) Owner shall not be obligated to furnish to Tenant or the demised premises any hot water, heat, gas, air conditioning, cleaning or any other services or utilities of any kind of nature whatsoever. Tenant shall at Tenant's sole cost and expense, ventilate and air condition, and shall install and provide all necessary water, sewer and other utility services for the demised premises and shall make all furnished to the demised premises, including, without limitation, the furnishing, installing and maintaining of all meters and other components of all such systems. Owner shall not be liable to Tenant in damages or otherwise for any failure or Tenant to make arrangements for or to obtain any utilities or services of for any failure of Tenant to heat, ventilate or air condition, or the provide water for the demised premises. Tenant shall not be released or excused from the performance of any of its obligations under this lease for any such failure of for any interruption or curtailment of any such utilities or services, and no such failure, interruption or curtailment shall constitute a constructive or partial eviction. Tenant shall not permit or suffer any utility facility to be overloaded.

(B) The Condominium currently supplies electricity, heating and cooling the Premises which Tenant may use and enjoy at no additional cost. However, if at anytime the Condominium decides to separately bill Landlord for electrical use, fuel consumption, heating, cooling or hot water, then Tenant shall pay for fifty percent of the amount as billed by the Condominium within the ten days of Landlord's presentment of bill as additional rent. If the Condominium at anytime ceases to provide electrical service, heating or cooling the Unit, Tenant shall pay directly to the utility companies or governmental units promptly as and when due all charges for utilities and services used or consumed in or in connection with the demised premises, including, without limitation, gas, oil and heat.

(C) If Tenant wishes to upgrade the electrical system, Tenant shall do so at its own cost and expense and shall install and maintain the meter for the electrical system; Tenant shall then pay for 100% of its electrical use as measured by the meter.

(D) Notwithstanding anything to the contrary contained in this lease, Tenant shall, at Tenant's sole cost and expense, maintain and promptly make all repairs, ordinary and extraordinary, to all components of the electrical, heating, water, ventilating, air conditioning, one-half of sprinkler system, sanitary and other utility systems within the demised premises, including, without limitation, all meters.

64. INTENTIONALLY DELETED

65. YELLOWSTONE WAIVER:

Tenant waives its rights to bring a declaratory judgment action with respect to any provision of this Lease, or with respect to any notice sent pursuant to the provisions of this Lease, and expressly agrees not to seek injunctive relief which would stay, extend or otherwise toll any of the time limitation or provisions of this Lease, or any notice sent pursuant thereto. Any breach of this paragraph shall constitute a breach of substantial obligations of the tenancy, and shall be grounds for the immediate termination of this Lease. It is further agreed that in the event injunctive relief is sought by tenant or if a "Yellowstone" injunction (First National Stores, Inc. v. Yellowstone Shopping Center, Inc., 21 N.Y. 2d 630) is sought, the Owner shall be entitled to recover the costs of

opposing such an application or action, including its attorneys' fees actually incurred. It is the intention of the parties hereto that their disputes be adjusted via summary proceeding.

66. SECURITY DEPOSIT:

The security deposit made by Tenant shall always be equal to two times the amount of the then current rent. Tenant shall pay the deficiency to Landlord within 10 days from the date that the minimum base rent is being increased. Landlord is not required to pay Tenant any interest on the security deposit and may retain same in a co-mingled account.

67. PERMISSIBLE USE:

Landlord makes no representation as to the permissible use of the demised premises. Tenant hereby advises Landlord that it has conducted its own investigation and consulted its own architect and attorney regarding the current certificate of occupancy and permissible use of the demised premises from the relevant governmental authority. Tenant shall at its expense obtain all necessary licenses, permits, and certificates from all relevant governmental authorities for Tenant's intended use as specified in paragraph 2 of the printed form of this Lease.

68. INTENTIONALLY DELETED

69. REMOVAL OF RUBBISH:

Supplementing paragraph 30, Tenant hereby elects to independently contract for the removal of rubbish and refuse from the demised premises. Tenant shall provide Landlord a copy of the service contract for daily removal of rubbish and refuse, seven days in a week, including but not limited to proper daily removal of medical wastes in accordance to law and governmental regulations. However, if rubbish and refuse are not continuously removed from the premises to the satisfaction of the Landlord, Landlord shall contract for same and Tenant shall pay the costs thereof as additional rent. Should Tenant fail to comply with the terms herein, Landlord may undertake to remove all rubbish and Tenant shall reimburse same as additional rents.

70. RESTRICTIONS:

In addition to any other restrictions set forth in this lease, Tenant shall not (a) use any other premises or area outside of the demised premises for the sale or display of any merchandise, for solicitations or demonstrations or for any other business, occupation, undertaking or activity (b) store any trash or garbage in any area other than inside the demised premises (and Tenant shall, at Tenant's sole cost and expense, attend to the daily disposal of trash) (c) suffer, permit or commit any waste or any nuisance or other act or thing in the demised premises which may disturb any other tenant or occupant in the building; (d) permit music or any other sounds in the demised premises to be heard outside of the demised premises (e) use or permit or suffer the use of any machines or equipment in the demised premises which cause vibration or noise that may be transmitted or heard outside of the demised premises; (f) permit odors or fumes beyond the demised premises; (g) to the extent possible, permit its customers or deliverymen to loiter immediately outside the demised premises or the building; (h) place or install, or permit or suffer to be placed or installed or maintain, any sign upon or outside the demised premises or the building unless same is done in accordance with all laws, insurance requirements and provisions of this lease; (i) place or install, or permit or suffer to be placed, installed or maintained, any awning, canopy, banner, flag, pennant, aerial, antenna or the like upon or outside the demised premises or the building, unless same is done in accordance with all laws, insurance requirements and provisions of this lease; (j) Tenant covenants and agrees not to display any lettering or erect any sign unless the same shall comply with the applicable law, rules and regulations nor (k) violate any rules and restrictions defined in the Declaration of the 800 Second Avenue Condominium, as amended and/or hereafter amended. The foregoing covenant is and shall be a substantial obligation of the Tenant under this lease. Tenant shall be responsible for, and shall hold the Landlord harmless from, any claims and liability for damage to person or property resulting, directly or indirectly from the violation of any of the aforementioned restrictions.

71. NO WAIVER OF BREACH:

A. If and when Landlord did not insist upon a strict performance of any of the covenants of this Lease, or did not exercise any option herein contained, this may not be construed as a waiver or relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach and no waiver by the Landlord or any provision hereof shall be deemed to have been unless expressed in writing and signed by the Landlord. Even though the Landlord shall consent to an assignment hereof, no further assignments shall be made without express consent in writing by the Landlord, which consent shall not be unreasonably withheld or delayed. B. Each and every covenant contained in this Lease shall be deemed separate and

independent of any other provision of this Lease. In the event that any portion or paragraph or any portion of a paragraph of this Lease be declared invalid, the balance of any affected paragraph and the balance of the provisions hereof shall remain in full force and effect.

72. DEFINITION OF LANDLORD:

The term "Landlord" as used in this Lease shall have the same meaning as the term "Owner" as written in the preamble of this Lease Agreement.

73. SHAREHOLDERS OF TENANT CORPORATION:

Tenant hereby certifies that the following people are and represent all of the shareholders of the tenant's corporation or limited liability company and their respective percentage shareholder interest are set forth below:

<u>Name</u>	<u>Percentage interest</u>	<u>Number of shares</u>
Michael Molaei, MD	100%	

74. KEY AND ACCESS:

Tenant shall give Landlord access and unrestricted 24 hours a day entry and a key to the demised premises.

75. OPTION TO RENEW:

Provided that Tenant is not then in default of the Lease and has not been in default more than two (2) times over the term of the Lease, Tenant shall have the option to renew this Lease for up to an additional ten (10) years commencing from 01/01/2024 to 12/31/2033 ("Option Period") with a rental rate commencing at the then current market value to be agreed upon between the parties. Tenant shall exercise its option within the period of 360 days to 180 days prior to the expiration date of this Lease by sending Landlord via certified mail, return receipt requested, a written notice of its desire to exercise its option to renew. If Tenant fails to exercise its option on or before the 180th day prior to the expiration date of this Lease, then it shall be deemed that Tenant has waived its rights to extend the Lease. If Landlord and Tenant cannot agree on terms for a renewal in a ten (10) day period after notice is given, the parties will submit the issue to the Real Estate Board of New York for binding arbitration regarding fair market value.

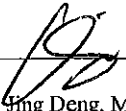
76. OPTION TO PURCHASE:

If Tenant is not in default of this Lease, Tenant shall have the option to purchase the premises, Unit #605 and portion of Unit #610 at a price of \$600.00 per square foot or at the then market value to be determined by an independent appraiser chosen by the parties or if a mutual appraiser cannot be agreed upon by the parties, then an appraisal agreed to be chosen by each parties appraiser, whichever is greater at the time of the offer. Tenant may exercise this option to purchase anytime between August 1, 2014 and December 1, 2014 and between the end of the 56th full month from commencement of this Lease to the end of the 60th full month, as well as the end of the 116th full month from the commencement of this Lease and to the end of the 120th full month by sending to Landlord (via certified mail, return receipt requested) a notice of its interest to purchase and closing of the transaction will be within four months after the date of Tenant's notice, time being of the essence. If Tenant does not exercise its option to purchase within the period, the option to purchase shall expire and Tenant should have no further rights to purchase the premises.

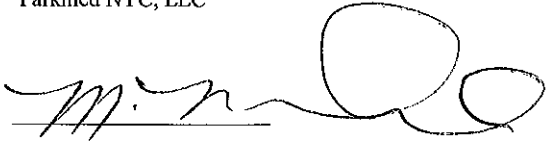
Notwithstanding the foregoing time limitations, if at anytime during the term of this lease, Landlord shall advise Tenant in writing (via certified mail, return receipt requested) if Landlord receives an offer to purchase the floor on which the premises is located, the premises, or any part of the premises. Tenant may exercise its option to purchase as described in this section upon Tenant's receipt of such notice.

This lease shall be null and void if the proposed Diagnostic and Treatment Center is not approved by the New York State Department of Health.

Landlord
Good Care Medical, PC


By: Jing Deng, MD President

Tenant
Parkmed NYC, LLC


By: Michael Molaei, MD President

RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF THIS LEASE IN ACCORDANCE WITH ARTICLE 35.

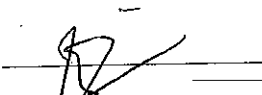
1. The sidewalks, entrances, driveways, passages, courts, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by a Tenant or used for any purpose other than for ingress to and egress from the demised premises and for delivery of merchandise and equipment in a prompt and efficient manner using elevator and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by any tenant or by jobbers, or others in the delivery or receipt of merchandise; any hand trucks except those equipped with rubber tires and safeguards.
2. If the demised premises are situated on the ground floor of the building, Tenant thereof shall further at Tenant's expense keep the sidewalks and curb and at least 18 inches from the curb to the public street in front of said building clean and free from ice, snow, debris, etc.
3. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designated or constructed.
4. Tenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may recover same without any liability and may charge the expense incurred by such removal to Tenant. Signs on interior doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
6. Tenant shall not mark, paint, drill into, or in any way deface any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and if linoleum or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by the Owner. Owner reserves the right to inspect all freight and to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations or the lease of which these Rules and Regulations are a part.
8. Owner shall have the right to prohibit any advertising by Tenant which in Owner's opinion, tends to impair the reputation of Owner or the building's desirability as a building for stores or offices and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
9. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflatable, combustible, or explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in or emanate from the demised premises.

10. Tenant shall not place a load on any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all sales, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant at Tenant's expense in a setting sufficient in Owner's judgment to absorb and prevent vibration, noise and annoyance.

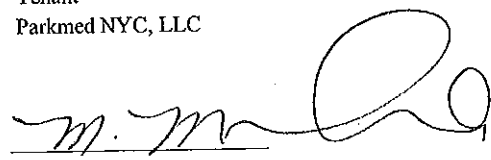
11. Refuse and Trash-Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 12, and, at Tenant's sole cost and expense shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such non-compliance, utilizing counsel reasonably satisfactory to Owner.

Tenant agrees that the above rules and regulations may be changed by Landlord from time to time at Landlord's sole discretion.

Landlord
Good Care Medical, PC


By: Jing Deng, MD President

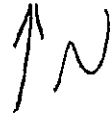
Tenant
Parkmed NYC, LLC


By: Michael Molaei, MD President

Schedule A
TO
LEASE AGREEMENT DATED THE ____ DAY OF ____ OF 20__
BETWEEN GOOD CARE MEDICAL PC, AS LANDLORD
AND
PARKMED NYC, LLC, AS TENANT

Tenant shall pay to the Landlord for Unit #605 and portion of #610 the minimum base rent for the demised premises in accordance with the provisions of this lease at the following rate:

<u>PERIOD</u>	<u>MONTHLY RENT</u>	<u>ANNUAL RENT</u>
January 1, 2014 to July 31, 2014	\$34,280.30	\$411,363.61
August 1, 2014 to July 31, 2015	\$35,308.71	\$423,704.52
August 1, 2015 to July 31, 2016	\$36,367.97	\$436,415.66
August 1, 2016 to July 31, 2017	\$37,459.01	\$449,508.13
August 1, 2017 to July 31, 2018	\$38,582.78	\$462,993.37
August 1, 2018 to July 31, 2019	\$39,740.27	\$476,883.17
August 1, 2019 to July 31, 2020	\$40,932.48	\$491,189.67
August 1, 2020 to July 31, 2021	\$42,160.45	\$505,925.36
August 1, 2021 to July 31, 2022	\$43,425.26	\$521,103.12
August 1, 2022 to July 31, 2023	\$44,730.27	\$536,763.21
August 1, 2023 to January 1, 2024	\$46,072.18	\$552,866.11



605

Unit 605

Unit 610

Unit 610
EAST

888

SECOND AVENUE

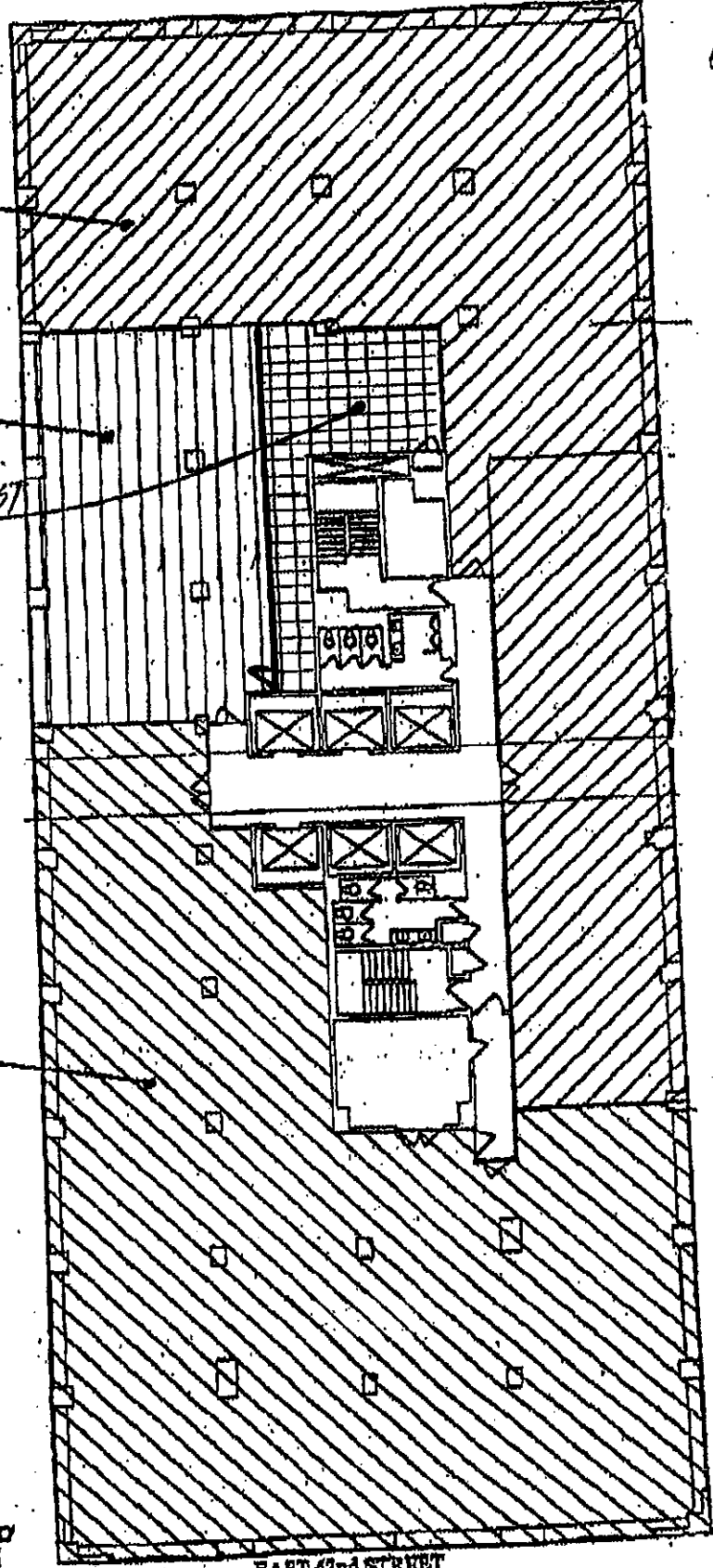
Unit 600

Schedule B

SCALE
1" = 10'

40' 50'

EAST 42nd STREET



187 East Market Street
Suite 180
Rhinebeck NY 12572

845 876 8202
845 876 8112 fax
optimusarchitecture.com



ARCHITECTURAL NARRATIVE

Project Number: Not Assigned
ParkMed NYC, LLC
(New York County, Manhattan)
Approval of Diagnostic & Treatment Center.

INTRODUCTION

ParkMed NYC is requesting approval for a Diagnostic & Treatment Center at their existing (Non Article 28) facility.

Location

ParkMed NYC is located at 800 Second Avenue, 6th Floor, New York, New York 10017 (New York County, Manhattan).

Purpose

ParkMed NYC is proposing approval of this project to meet a community need for a Diagnostic and Treatment Center.

Existing Program Inventory

The existing facility is 5,552 square feet and includes a waiting area, reception area, six exam rooms, two treatment rooms, four nurse stations, a documentation area, one blood draw room, patient changing areas, a medication station, wheelchair storage, an interview/ consult/ multipurpose room, two public toilet rooms, three patient toilet rooms, a nourishment area, a staff break area, four staff offices, soiled utility, soiled holding, two clean storage rooms, a red bag waste room, a medical gas storage closet, an environmental service room, and a large storage area.

Program Inventory at Project Completion

This is an existing (Non Article 28) facility requesting Article 28 approval.

Existing Building Inventory

The facility is located on the 6th floor of an existing multistory building. There are two enclosed exit stairs that lead to the main level lobby with street level exits provided. One enclosed stair is located right next to the main entrance door to the ParkMed suite. The other enclosed stair is located down the corridor from the ParkMed suite main entrance door. There are two exits access doors provided for the ParkMed suite which are connected to the enclosed exit stairs by means of one hour rated exit corridors. There are three other sixth floor tenants that include: 1.) Jing Deng MD Rehabilitation PC (Physical Medicine). 2.) Consulate of Ecuador.

187 East Market Street
Suite 180
Rhinebeck NY 12572

845 876 8202
845 876 8112 fax
optimusarchitecture.com



3.) Park Madison Laboratory (Blood Draw Station/ Lab).

CONCLUSION

ParkMed request approval of a Diagnostic and Treatment Center at their existing facility. Approval of the facility will respond to local demand for these specific services.

187 East Market Street
Suite 180
Rhinebeck NY 12572

845 876 8202
845 876 8112 fax
optimusarchitecture.com



ARCHITECTURAL NARRATIVE

Project Number: 132011 B
ParkMed NYC, LLC
(New York County, Manhattan)
Approval of Diagnostic & Treatment Center.

INTRODUCTION

ParkMed NYC is requesting approval for a Diagnostic & Treatment Center at their existing (Non Article 28) facility.

Location

ParkMed NYC is located at 800 Second Avenue, 6th Floor, New York, New York 10017 (New York County, Manhattan).

Purpose

ParkMed NYC is proposing approval of this project to meet a community need for a Diagnostic and Treatment Center.

Existing Program Inventory

The existing facility is 5,552 square feet and includes a waiting area, reception area, six exam rooms, two treatment rooms, four nurse stations, a documentation area, one blood draw room, patient changing areas, a medication station, wheelchair storage, an interview/ consult/ multipurpose room, two public toilet rooms, three patient toilet rooms, a nourishment area, a staff break area, four staff offices, soiled utility, soiled holding, two clean storage rooms, a red bag waste room, a medical gas storage closet, two environmental service rooms, and a large storage area. One environmental service room is located across the common hall from Park Madison Lab. This environmental service room is the property of ParkMed and accessible to ParkMed at all times.

Program Inventory at Project Completion

Upon completion there will be five exam rooms. Every other room indicated above will remain as is. One exam room is being removed to provide a hall that will reduce the common path of travel to within the code permitted distance. Other renovations include removing the door between soiled utility and clean storage and filling the door opening with metal studs and drywall. Removing the door connecting the adjacent physical medicine tenant to ParkMed and filling the opening with metal studs and drywall. Removing the door connecting the adjacent Park Madison Lab to ParkMed and filling the opening with metal studs and drywall. A door will be added between the elevator lobby and ParkMed's

187 East Market Street
Suite 180
Rhinebeck NY 12572

845 876 8202
845 876 8112 fax
optimusarchitecture.com



suite entrance door to protect the access to stair #1. A door will be added between the sub waiting areas to separate egress routes. One of the waiting room doors will be removed and the opening filled with metal studs and drywall. The doors on the two changing rooms will be removed and privacy cubicle curtains will be installed. This is an existing (Non Article 28) facility requesting Article 28 approval.

Existing Building Inventory

The facility is located on the 6th floor of an existing multistory building. There are two enclosed exit stairs that lead to street level exits. Enclosed stair #1 is located right next to the main entrance door to the ParkMed suite. Stair #1 exits onto east 43rd Street via a two hour rated exit access corridor from the street level stair landing. The other enclosed stair #2 is located down the corridor from the ParkMed suite main entrance door. Stair #2 exits onto Second Avenue through the main entrance lobby. There are two exit access doors provided for the ParkMed suite which are connected to the enclosed exit stairs by means of one hour rated exit corridors. There are three other sixth floor tenants that include: 1.) Jing Deng MD Rehabilitation PC (Physical Medicine). 2.) Consulate of Ecuador. 3.) Park Madison Laboratory (Blood Draw Station/ Lab).

CONCLUSION

ParkMed request approval of a Diagnostic and Treatment Center at their existing facility. Approval of the facility will respond to local demand for these specific services.

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

November 22, 2013

Mr. Peter Millock
Nixon Peabody
677 Broadway, 10th Floor
Albany, NY 12207

Re: Application No. 132011
Parkmed NYC, LLC

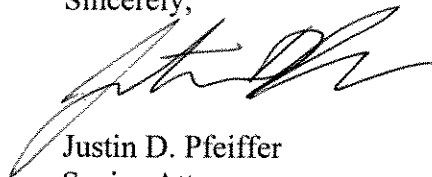
Dear Mr. Millock:

Review of the above referenced application by the Bureau of House Counsel has revealed the need for the following information and documentation.

- (1) The Articles of Organization must list the address of the principal office, which must be the same as the address of the facility.
- (2) The lease must be completed and executed.

If you have any questions regarding the above, you may contact me at (518) 473-1403.

Sincerely,



Justin D. Pfeiffer
Senior Attorney
Bureau of House Counsel

Parkmed NYC D&TC

Utilization by Payor

Reimbursement Rate Assumptions

Commercial and Union

Based upon the medical group's historical experience with commercial payors and unions; reflecting the actual historical visit mix of the existing provider group.

Medicaid Fee-for-Service

Based upon Medicaid APG rates for actual historical procedure mix of participating physicians.

Medicaid Managed Care

Based upon the medical group's existing agreement with a Medicaid managed care plan.

Private Pay

Based upon historical payments received for private pay patients in the office setting.

Charity Care

Estimated payment that will be made by patients using a sliding fee scale.

	Current Year	Year One 2014	Year Two 2015	Year Three 2016
Revenue / Visit				
Commercial & Union	N/A	\$ 373	\$ 373	\$ 373
Medicaid / Fee-for-Service	N/A	\$ -	\$ -	\$ -
Medicaid Managed Care	N/A	\$ 386	\$ 386	\$ 386
Private Pay	N/A	\$ 402	\$ 402	\$ 402
Charity Care	N/A	\$ 100	\$ 100	\$ 100
Payor Mix				
Commercial & Union	N/A	35%	35%	35%
Medicaid / Fee-for-Service	N/A	0%	0%	0%
Medicaid Managed Care	N/A	49%	49%	49%
Private Pay	N/A	14%	14%	14%
Charity Care	N/A	2%	2%	2%
Visit Volume by Payor				
Commercial & Union	N/A	6,301	6,364	6,428
Medicaid / Fee-for-Service	N/A	0	0	0
Medicaid Managed Care	N/A	8,680	8,767	8,854
Private Pay	N/A	2,544	2,570	2,595
Charity Care	N/A	358	362	365
TOTAL	-	17,883	18,062	18,242
Total Revenue by Payor				
Commercial & Union	N/A	\$ 2,351,402	\$ 2,374,913	\$ 2,398,796
Medicaid / Fee-for-Service	N/A	\$ -	\$ -	\$ -
Medicaid Managed Care	N/A	\$ 3,350,355	\$ 3,383,936	\$ 3,417,517
Private Pay	N/A	\$ 1,023,489	\$ 1,033,949	\$ 1,044,007
Charity Care	N/A	\$ 35,800	\$ 36,200	\$ 36,500
TOTAL	\$ -	\$6,761,047	\$6,828,998	\$6,896,820

October 16, 2013

New York State Department of Health
Bureau of Architectural and Engineering
Facility Planning
Attn: Mr. Robert Lis

RE: Parkmed NYC, LLC 132011 B

Dear Mr. Lis:

Uploaded into NYSECON were the documents supporting this response.

1. Please confirm the facility type per NYCRR Title 10, Subpart 715.2, and note it on the Architectural Certification Letter.

RESPONSE: A revised letter of certification is submitted noting the facility type, which is D&TC.

2. Please confirm the architectural narrative per 710.2(b)(3) is consistent with the CON project title, the project architectural certification and schematic floor plans.

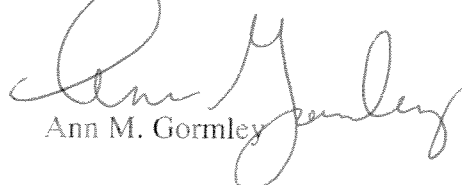
RESPONSE: All architectural documents have been revised to be consistent with the CON project title.

3. Schematic architectural drawings, including site plan, room-by-room layouts of each floor in an appropriate scale, showing the relationship of the various departments or services to each other. The major exit corridors, exit stair locations and pedestrian and service circulation patterns, shall be indicated along with existing buildings, if additions or alterations are part of the project. Confirm the schematic drawings are complete per 710.2(b)(10)(i)(a) and consistent with the CON project title, the architectural certification and the architectural narrative. Original submission drawing in attachment 6 is not legible, even when enlarged.

RESPONSE: The uploaded floorplan should be legible to demonstrate the layouts of each room, exit corridors, exit stair locations and have been modified in reference to the project title. Additionally, a full size drawing is being sent to you via FedEx.

If you require any further information please let us know. Thank you for your assistance in processing this application.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ann M. Gormley".

Ann M. Gormley

Attachment: Floorplan

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

Schedule 1A

Schedule 1 A - General Information - All Applicants

Main Site	MAIN SITE PFI	MEDICAID PROVIDER ID	TYPE OF FACILITY	MAIN SITE NAME	
			D&TC	ParkMed NYC, LLC	
	STREET & NUMBER				
	800 Second Avenue, 6 th Floor				
	CITY		COUNTY		ZIP
New York		New York		10017	

Project Site	PROJECT SITE PFI	MEDICAID PROVIDER ID	TYPE OF FACILITY	PROJECT SITE NAME	
			D&TC	ParkMed NYC, LLC	
	STREET & NUMBER				
	800 Second Avenue, 6 th Floor				
	CITY		COUNTY		ZIP
New York		New York		10017	

Operator Information	OPERATING CERTIFICATE NUMBER	TYPE OF FACILITY	LEGAL ENTITY THAT WILL OPERATE OF THE FACILITY (or proposed operator)		
		D&TC	ParkMed NYC, LLC		
	STREET & NUMBER				
	800 Second Avenue, 6 th Floor				
	CITY		COUNTY		ZIP
New York		New York		10017	

Is the applicant an existing facility? If yes, attach a photocopy of the resolution of partners, corporate directors, or LLC managers, as the case may be, authorizing the project.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Title of Attachment
Is the applicant part of an "established 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, if available.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

Type of Application: Establishment Construction Administrative Limited

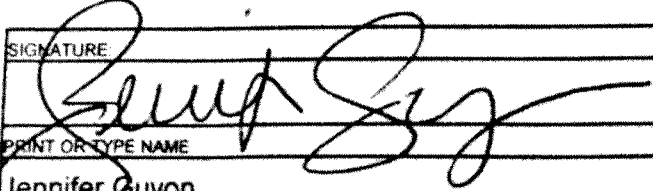
Total Project Cost: \$482,646.00

Amount of Application Fee (see Schedule 8) \$2,000.00

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: JG

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/or article 7 of the social services law, and implementing regulations, as the case may be.

SIGNATURE	DATE
	7/1/13
PRINT OR TYPE NAME	TITLE
Jennifer Guyon.	Administrator

New York State Department of Health Certificate of Need Application

Schedule 1A

Contacts:

Applicant should identify the operator's chief executive officer, or equivalent official, to whom all official correspondence from DOH about this application should be addressed

CHIEF EXECUTIVE	NAME AND TITLE OF CHIEF EXECUTIVE		
	Jennifer Guyon, Administrator		
	STREET & NUMBER		
	800 Second Avenue, 6 th Floor		
	CITY	STATE	ZIP
	New York	New York	10017
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS
212-686-6066			

Applicant may designate a second person to whom copies of all official correspondence from DOH about this application should be addressed. (This could be the applicants attorney, or a consultant)

CONTACT INFORMATION	CONTACT PERSON'S COMPANY	NAME AND TITLE OF CONTACT PERSON	
	Empire Health Advisors	Ann Gormley, Consultant	
	STREET & NUMBER		
	60 Railroad Place, Suite 101		
	CITY	STATE	ZIP
	Saratoga Springs	New York	12866
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS
518-583-4900	518-583-4999		

The applicant's lead attorney should be identified:

ATTORNEY	NAME		
	Peter Millock, Nixon Peabody		
	STREET & NUMBER		
	677 Broadway, 10 th Floor		
	CITY	STATE	ZIP
	Albany	New York	12207
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS
518-427-2650	518-427-2666	PMILLOCK@NIXONPEABODY.COM	

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

CONSULTANT	NAME		
	Ann M. Gormley, Empire Health Advisors		
	STREET & NUMBER		
	60 Railroad Place, Suite 101		
	CITY	STATE	ZIP
	Saratoga Springs	New York	12866
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS
518-583-4900	518-583-4999		

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

Schedule 1A

The applicant's lead accountant should be identified:

ACCOUNTANT	NAME		
	STREET & NUMBER		
	CITY	STATE	ZIP
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

Checklist of Schedules Included in This Application

Schedule Number	Schedule Name	Required	Included
1 (A-C)	Forms Required for all CON Applications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 (A-D)	Personal Qualifying and Disclosure Information-All Establishment Applications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3 (A-B)	CON Forms Related to Legal Issues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4 (A-B)	Legal Information for Ownership Transfers	<input type="checkbox"/>	<input type="checkbox"/>
5	CON Form Regarding Working Capital Plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	CON Form Regarding Architectural Submission	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	CON Forms Regarding Environmental Issues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8 (A-B)	Project & Subproject Cost Summary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	CON Forms Regarding Project Financing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10	Space & Construction Cost Distribution	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11	Moveable Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12 (A-G)	CON Forms Specific to Adult Care Facilities	<input type="checkbox"/>	<input type="checkbox"/>
13 (A-D)	CON Forms Applicable to all Article 28 Facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
14 (A-D)	Additional Legal Information-Article 28	<input type="checkbox"/>	<input type="checkbox"/>
15	Additional Legal Information-Article 28-Ownership Transfers	<input type="checkbox"/>	<input type="checkbox"/>
16 (A-F)	CON Forms Specific to Hospitals-Article 28	<input type="checkbox"/>	<input type="checkbox"/>
17 (A-E)	CON Forms Specific to Diagnostic & Treatment Centers-Article 28	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
18 (A-E)	CON Forms Specific to Residential Health Care Facilities-Article 28	<input type="checkbox"/>	<input type="checkbox"/>
19 (A-B)	CON Forms Specific to Adult Day Health Care Programs	<input type="checkbox"/>	<input type="checkbox"/>
20 (A-C)	CON Forms Specific to Programs of OMH, OASAS, and OMRDD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>
21 (A-G)	CON Forms Specific to CHHA and LTHHCP Programs-Article 36	<input type="checkbox"/>	<input type="checkbox"/>
22 (A-F)	CON Forms Specific to Hospices-Article 40	<input type="checkbox"/>	<input type="checkbox"/>
23	CON Forms Specific to All Projects Incorporating Health IT	<input type="checkbox"/>	<input type="checkbox"/>

Schedule 1 B - Abbreviated Executive Summary

Instructions:

In the space below, i.e., no more than one page, provide a succinct overview of your proposal. This may be done in bullet format. The purpose of the Abbreviated Executive Summary (AES) is to give the reviewer a conceptual understanding of the proposal. The AES should summarize the key elements of the proposed project. Details will be contained in the appropriate schedules of the application.

- Michael Molaei, M.D. who is currently the owner of Parkmed NYC, a physician practice located at 800 Second Avenue in Manhattan, proposes to establish and operate an Article 28 Diagnostic and Treatment Center at that location.
- Parkmed NYC is currently an office-based physician practice where abortion services and a comprehensive range of reproductive healthcare services are provided. In 2012 the practice performed [REDACTED] and was the site of over 7,659 GYN and Family Planning visits. The proposed Diagnostic and Treatment Center will provide similar services.
- The proposed Diagnostic and Treatment Center is projected to serve a similar population as is currently served by Parkmed NYC. These patients are largely African American (45.6 percent) or White (28.8 percent); reside in the Bronx (42.4 percent) or Manhattan (34.7 percent); and are enrolled in Medicaid (49.5 percent) or Medicaid managed care (4.6 percent).
- The proposed Diagnostic and Treatment Center will assure the continued availability of critical women's reproductive health services including [REDACTED] in a New York State licensed facility which will be accredited and regulated in accordance with State requirements.

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

Schedule 1C

Schedule 1 C - Other Facilities Owned or Controlled by the Applicant

(Establishment Applications only)

Does the applicant 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 CODE	
Hospital	HOS	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Nursing Home	NH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Diagnostic and Treatment Center	DTC	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Licensed Home Care Services Agency	LHH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Certified Home Health Agency	CHH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hospice	HSP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Adult Home	ADH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Assisted Living Program	ALP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Long Term Home Health Care Program	LTC	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Enriched Housing Program	EHP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Health Maintenance Organization	HMO	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Other	OTH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

Schedule 1C

For each facility or agency referenced above, enter the name, the PFI and facility type in the chart below.

	FACILITY NAME:	PFI	FACILITY TYPE
1	not applicablen		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Schedule 1C

In addition to the information provided on the above chart, provide a complete 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 corporation, as well as with parent, member and subsidiary corporations. For each health care entity identified, provide the full name, address, and type of services provided. In conjunction with this list, 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 years (or for the period of the affiliation, whichever is shorter). To assist you in securing this information, a recommended form and a sample letter of inquiry are provided in Schedule 2 D.

Please list the facilities outside of New York State that are owned or controlled by the applicant:

	FACILITY NAME AND ADDRESS:	Services provided:	STATE/ COUNTRY	FACILITY TYPE
1	not applicable			
2				
3				
4				
5				
6				
7				
8				
9				
10				

Certificate of Need Application

Schedule 17 A - Diagnostic and Treatment Center Program Information.

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

Instructions: In the space below, briefly indicate how the facility intends to comply with state and federal regulations. If the application involves conversion of an existing practice, state who owns the practice and how the conversion will be done. If there are other entities utilizing the same space or resources, please state exactly how the space and resources will be allocated. Also, provide a description of the other entities.

Michael Molaei, M.D. will be the operator of the Article 28 Diagnostic and Treatment Center proposed in this application. The physician practice which he currently owns, Parkmed NYC, is accredited by the Accreditation Association for Ambulatory Health Care. Thus, Dr. Molaei and his practice has experience in compliance with rigorous standards and will utilize this experience in complying with all State and Federal regulations that apply to Article 28 Diagnostic and Treatment Centers in New York State.

Schedule 17 B - Community Need

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

Public Need Summary:

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

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

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

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

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

- (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

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

Quality and Accreditation:

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:
 - a. Programs specially tailored to the health needs of the population of the service area.
 - b. Grant funded programs.
 - c. Scholarships or fellowships.

3. Describe the applicant's experience or track record serving similar populations:

**Primary and Specialty Care Services Review Criteria:
Expansion of Services**

When a CON application proposes conversion of a group or solo medical practice to Article 28 status, the applicant must provide a written analysis of the effect of the proposal on the following factors:

1. The full time equivalent (FTE) number of primary care physicians and specialists, by specialty, engaged in the practice after the conversion compared with the number before conversion.

2. The (FTE) number of non-physician providers of primary care and specialty care, by specialty, such as Physician Assistants, Certified Nurse Practitioners, Physical Therapists, and Dental Assistants after the conversion compared with the number before conversion.

3. The number of primary care and specialty visits, by specialty, after the conversion compared with the number before conversion.

4. The array of services to underserved clients after the conversion compared with the number before conversion.

Target Population and Service Area:

All applications involving primary care services must provide a written analysis that clearly demonstrates that the proposal meets at least one of the following criteria. For criteria that do not apply, enter "not applicable":

1. The proposed clinic is in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA).

2. The population to be served exhibits poor health status, as measured by factors such as high levels of inpatient discharges for ambulatory care sensitive conditions (ACSC), incidences of diseases and conditions in excess of standards in Healthy People 2010 or other pertinent indicators.

3. The primary care services of the proposed clinic will be targeted to a group or population with special needs or conditions that make it difficult for them to obtain adequate primary care in clinics or physician practices serving the general population. Examples of such needs and conditions are:
- Developmental disabilities.
 - HIV.
 - Alcohol Substance Abuse.
 - Health needs relating to aging.
 - Mental Health needs.
 - Homelessness
 - Linguistic or cultural barriers in obtaining access to primary care.

Capacity of Existing Primary Care Providers

The project narrative should describe existing primary care services in the proposed service area. The narrative should include the number and location of existing D&TCs, extension clinics and part-time clinics and a summary of primary care services available through private practices. The narrative should indicate whether travel time and transportation are factors in access to primary care. Examples of travel related issues include topography, seasonal weather conditions, and availability of public transportation. Applicants are not expected to describe the volume of services delivered by existing providers, since they will rarely have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

In instances where the target area is likely to already have significant primary care resources, the CON proposal will be reviewed for the following need related factors:

- The ratio of primary care physicians to population in the proposed service area. HPSA uses a ratio of 1.0 FTE physicians to 3000 persons; Medicaid Managed Care uses a ratio of 1 to 1500.
- The number of primary care physicians in the proposed service area who are "active" in serving the Medicaid population. This is often measured as physicians who are reimbursed \$5000 or more per year by Medicaid.
- The annual number of primary care visits per person by Medicaid eligible persons in the proposed service area. An average lower than 2.0 visits per person is often considered a problem.
- The percentage of the Medicaid population that is enrolled in Managed care will be taken into account where appropriate.
- The current volume of primary care visits to existing D&TC and Extension clinics.

Not all of the above criteria need be evaluated for all applications. The number will vary depending on the type and location of services proposed and on how thoroughly the application addresses need in the project narrative and the related schedules.

Need Review for Specialty Clinics:

Applications not involving primary care services must also provide a written analysis that clearly demonstrates that the need exists for the proposed services

1. Is the proposed clinic in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA)?

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

Schedule 17B

2. Describe in very specific terms the patients who require the specialty services, including the number of patients and their specific health problems, and how the proposed facility will meet their needs better than existing providers.

3. In the case of Dental clinics, is the application supported by the local Health Department? Is the proposal supported by the Department of Health's Bureau of Dental Services? Is the applicant participating in current dental health initiatives? Has the applicant consulted with resources such as the New York State Oral Health Technical Assistance Center?

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

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location
 For Chronic Dialysis Services only, enter only location below and proceed to page 2
Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes
Column d: Mark "x" in the box this CON application seeks to add. **Column e:** Mark "x" in the box this CON application seeks to decertify.
Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION:

(Enter street address of facility)

MOBILE CLINIC DESIGNATION (217) *

Check box only if extension clinic is mobile

(A mobile clinic must be an extension clinic with a fixed main site)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDICS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P(See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each site where the Mobile Clinic vehicle will be parked to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.

** AMBULATORY SURGERY requires additional approval by Medicare

*** MENTAL HEALTH requires additional approval by Office of Mental Health

**** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from: Project Management Group, Division of Health Facility Planning, Offices of Primary Care and Health Systems Management, New York State Department of Health, Corning Tower, ESP, Room 1842, Albany, NY 12237

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

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS - HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

END STAGE RENAL DISEASE (ESRD)

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TABLE 17C-1(b) PROCEDURES	Last 12 mos	2 years prior	3 years prior
CHRONIC DIALYSIS			

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

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

Schedule 17C

END STAGE RENAL DISEASE (cont.)

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

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

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

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

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

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

Schedule 17C

Table 17C-2 - Projected Utilization of Services:

The number of projected "visits" should be listed in this table for each existing or proposed certified service. Visits should be estimated for the current, first and third year of the project.

Service Classification Code	Description	Current Year Visits	Year of Project (2014)	3rd Full Year of Project (2016)
	Medical Visits	Not Applicable	7,659	7,813
	Procedures		10,224	10,429
Total Visits		0	17,883	18,242

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 1 from 1/1/2014 to 12/31/2014

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,565,000	\$ 219,100	\$ 77,580	\$ 444,743	\$ 2,443,587		\$ 4,750,009		\$ 4,750,009
	I. Core Cost Centers									
329	a. Administration	\$ 579,000	\$ 81,060	\$ 71,580	\$ 31,000	\$ 413,000		\$ 1,175,640	138,606	\$ 1,314,246
330	b. Facility	\$ 54,000	\$ 7,560	\$ 6,000		\$ 433,395		\$ 500,955	\$ (500,955)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 633,000	\$ 88,620	\$ 77,580	\$ 31,000	\$ 846,395	\$ -	\$ 1,676,595	\$ (362,349)	\$ 1,314,246
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 932,000	\$ 130,480		\$ 413,743	\$ 1,597,192		\$ 3,073,414	\$ 362,349	\$ 3,435,764
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 932,000	\$ 130,480	\$ -	\$ 413,743	\$ 1,597,192	\$ -	\$ 3,073,414	\$ 362,349	\$ 3,435,764

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2015 to 12/31/2015

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,619,775	\$ 226,769	\$ 79,907	\$ 462,342	\$ 2,514,435		\$ 4,903,228		\$ 4,903,228
	I. Core Cost Centers									
329	a. Administration	\$ 599,265	\$ 83,897	\$ 73,727	\$ 31,930	\$ 425,390		\$ 1,214,210	142,728	\$ 1,356,937
330	b. Facility	\$ 55,890	\$ 7,825	\$ 6,180		\$ 445,846		\$ 515,741	\$ (515,741)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 655,155	\$ 91,722	\$ 79,907	\$ 31,930	\$ 871,236	\$ -	\$ 1,729,950	\$ (373,013)	\$ 1,356,937
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 964,620	\$ 135,047		\$ 430,412	\$ 1,643,199		\$ 3,173,278	\$ 373,013	\$ 3,546,291
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 964,620	\$ 135,047	\$ -	\$ 430,412	\$ 1,643,199	\$ -	\$ 3,173,278	\$ 373,013	\$ 3,546,291

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2016 to 12/31/2016

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,676,467	\$ 234,705	\$ 82,305	\$ 480,649	\$ 2,593,364		\$ 5,067,490		\$ 5,067,490
	I. Core Cost Centers									
329	a. Administration	\$ 620,239	\$ 86,833	\$ 75,939	\$ 32,888	\$ 438,152		\$ 1,254,052	146,778	\$ 1,400,830
330	b. Facility	\$ 57,846	\$ 8,098	\$ 6,365		\$ 458,659		\$ 530,969	\$ (530,969)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 678,085	\$ 94,932	\$ 82,305	\$ 32,888	\$ 896,810	\$ -	\$ 1,785,020	\$ (384,190)	\$ 1,400,830
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 998,382	\$ 139,773		\$ 447,762	\$ 1,696,553		\$ 3,282,470	\$ 384,190	\$ 3,666,661
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 998,382	\$ 139,773	\$ -	\$ 447,762	\$ 1,696,553	\$ -	\$ 3,282,470	\$ 384,190	\$ 3,666,661

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$3,163,075
		Managed Care	\$187,280
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
	Bad Debt		
Ordered Ambulatory Services			
TOTAL		\$6,761,047	
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		\$0
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		\$0
IV. Total Revenue (I, II, and III)			\$6,761,047

New York State Department of Health
 Certificate Of Need Application

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

Charges **			Total Charges	Adjustments
	Commercial	Fee for Service		
	Managed Care			
Medicare	Fee for Service			
	Managed Care			
Medicaid	Fee for Service			
	Managed Care			
Private Pay				
OASAS				
OMH				
Charity Care				
Bad Debt				
Ordered Ambulatory Services				
All Other				
TOTAL			\$0	\$0

Certificate of Need Application

Schedule 17 A - Diagnostic and Treatment Center Program Information.

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

Instructions: In the space below, briefly indicate how the facility intends to comply with state and federal regulations. If the application involves conversion of an existing practice, state who owns the practice and how the conversion will be done. If there are other entities utilizing the same space or resources, please state exactly how the space and resources will be allocated. Also, provide a description of the other entities.

Michael Molaei, M.D. will be the operator of the Article 28 Diagnostic and Treatment Center proposed in this application. The physician practice which he currently owns, Parkmed NYC, is accredited by the Accreditation Association for Ambulatory Health Care. Thus, Dr. Molaei and his practice has experience in compliance with rigorous standards and will utilize this experience in complying with all State and Federal regulations that apply to Article 28 Diagnostic and Treatment Centers in New York State.

Schedule 17 B - Community Need

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

Public Need Summary:

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

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

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

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

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

- (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

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

Quality and Accreditation:

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:
 - a. Programs specially tailored to the health needs of the population of the service area.
 - b. Grant funded programs.
 - c. Scholarships or fellowships.

3. Describe the applicant's experience or track record serving similar populations:

**Primary and Specialty Care Services Review Criteria:
Expansion of Services**

When a CON application proposes conversion of a group or solo medical practice to Article 28 status, the applicant must provide a written analysis of the effect of the proposal on the following factors:

1. The full time equivalent (FTE) number of primary care physicians and specialists, by specialty, engaged in the practice after the conversion compared with the number before conversion.

2. The (FTE) number of non-physician providers of primary care and specialty care, by specialty, such as Physician Assistants, Certified Nurse Practitioners, Physical Therapists, and Dental Assistants after the conversion compared with the number before conversion.

3. The number of primary care and specialty visits, by specialty, after the conversion compared with the number before conversion.

4. The array of services to underserved clients after the conversion compared with the number before conversion.

Target Population and Service Area:

All applications involving primary care services must provide a written analysis that clearly demonstrates that the proposal meets at least one of the following criteria. For criteria that do not apply, enter "not applicable":

1. The proposed clinic is in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA).

2. The population to be served exhibits poor health status, as measured by factors such as high levels of inpatient discharges for ambulatory care sensitive conditions (ACSC), incidences of diseases and conditions in excess of standards in Healthy People 2010 or other pertinent indicators.

3. The primary care services of the proposed clinic will be targeted to a group or population with special needs or conditions that make it difficult for them to obtain adequate primary care in clinics or physician practices serving the general population. Examples of such needs and conditions are:
- Developmental disabilities.
 - HIV.
 - Alcohol Substance Abuse.
 - Health needs relating to aging.
 - Mental Health needs.
 - Homelessness
 - Linguistic or cultural barriers in obtaining access to primary care.

Capacity of Existing Primary Care Providers

The project narrative should describe existing primary care services in the proposed service area. The narrative should include the number and location of existing D&TCs, extension clinics and part-time clinics and a summary of primary care services available through private practices. The narrative should indicate whether travel time and transportation are factors in access to primary care. Examples of travel related issues include topography, seasonal weather conditions, and availability of public transportation. Applicants are not expected to describe the volume of services delivered by existing providers, since they will rarely have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

In instances where the target area is likely to already have significant primary care resources, the CON proposal will be reviewed for the following need related factors:

- The ratio of primary care physicians to population in the proposed service area. HPSA uses a ratio of 1.0 FTE physicians to 3000 persons; Medicaid Managed Care uses a ratio of 1 to 1500.
- The number of primary care physicians in the proposed service area who are "active" in serving the Medicaid population. This is often measured as physicians who are reimbursed \$5000 or more per year by Medicaid.
- The annual number of primary care visits per person by Medicaid eligible persons in the proposed service area. An average lower than 2.0 visits per person is often considered a problem.
- The percentage of the Medicaid population that is enrolled in Managed care will be taken into account where appropriate.
- The current volume of primary care visits to existing D&TC and Extension clinics.

Not all of the above criteria need be evaluated for all applications. The number will vary depending on the type and location of services proposed and on how thoroughly the application addresses need in the project narrative and the related schedules.

Need Review for Specialty Clinics:

Applications not involving primary care services must also provide a written analysis that clearly demonstrates that the need exists for the proposed services

1. Is the proposed clinic in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA)?

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

Schedule 17B

2. Describe in very specific terms the patients who require the specialty services, including the number of patients and their specific health problems, and how the proposed facility will meet their needs better than existing providers.

3. In the case of Dental clinics, is the application supported by the local Health Department? Is the proposal supported by the Department of Health's Bureau of Dental Services? Is the applicant participating in current dental health initiatives? Has the applicant consulted with resources such as the New York State Oral Health Technical Assistance Center?

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

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location
 For Chronic Dialysis Services only, enter only location below and proceed to page 2
Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes
Column d: Mark "x" in the box this CON application seeks to add. **Column e:** Mark "x" in the box this CON application seeks to decertify.
Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION:

(Enter street address of facility)

MOBILE CLINIC DESIGNATION (217) *

Check box only if extension clinic is mobile

(A mobile clinic must be an extension clinic with a fixed main site)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDICS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P(See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each site where the Mobile Clinic vehicle will be parked to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.

** AMBULATORY SURGERY requires additional approval by Medicare

*** MENTAL HEALTH requires additional approval by Office of Mental Health

**** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from: Project Management Group, Division of Health Facility Planning, Offices of Primary Care and Health Systems Management, New York State Department of Health, Corning Tower, ESP, Room 1842, Albany, NY 12237

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

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS - HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

END STAGE RENAL DISEASE (ESRD)

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TABLE 17C-1(b) PROCEDURES	Last 12 mos	2 years prior	3 years prior
CHRONIC DIALYSIS			

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

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

Schedule 17C

END STAGE RENAL DISEASE (cont.)

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

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

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

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

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

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

Schedule 17C

Table 17C-2 - Projected Utilization of Services:

The number of projected "visits" should be listed in this table for each existing or proposed certified service. Visits should be estimated for the current, first and third year of the project.

Service Classification Code	Description	Current Year Visits	Year of Project (2014)	3rd Full Year of Project (2016)
	Medical Visits	Not Applicable	7,659	7,813
	Procedures		10,224	10,429
Total Visits		0	17,883	18,242

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 1 from 1/1/2014 to 12/31/2014

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,565,000	\$ 219,100	\$ 77,580	\$ 444,743	\$ 2,443,587		\$ 4,750,009		\$ 4,750,009
	I. Core Cost Centers									
329	a. Administration	\$ 579,000	\$ 81,060	\$ 71,580	\$ 31,000	\$ 413,000		\$ 1,175,640	138,606	\$ 1,314,246
330	b. Facility	\$ 54,000	\$ 7,560	\$ 6,000		\$ 433,395		\$ 500,955	\$ (500,955)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 633,000	\$ 88,620	\$ 77,580	\$ 31,000	\$ 846,395	\$ -	\$ 1,676,595	\$ (362,349)	\$ 1,314,246
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 932,000	\$ 130,480		\$ 413,743	\$ 1,597,192		\$ 3,073,414	\$ 362,349	\$ 3,435,764
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 932,000	\$ 130,480	\$ -	\$ 413,743	\$ 1,597,192	\$ -	\$ 3,073,414	\$ 362,349	\$ 3,435,764

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2015 to 12/31/2015

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,619,775	\$ 226,769	\$ 79,907	\$ 462,342	\$ 2,514,435		\$ 4,903,228		\$ 4,903,228
	I. Core Cost Centers									
329	a. Administration	\$ 599,265	\$ 83,897	\$ 73,727	\$ 31,930	\$ 425,390		\$ 1,214,210	142,728	\$ 1,356,937
330	b. Facility	\$ 55,890	\$ 7,825	\$ 6,180		\$ 445,846		\$ 515,741	\$ (515,741)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 655,155	\$ 91,722	\$ 79,907	\$ 31,930	\$ 871,236	\$ -	\$ 1,729,950	\$ (373,013)	\$ 1,356,937
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 964,620	\$ 135,047		\$ 430,412	\$ 1,643,199		\$ 3,173,278	\$ 373,013	\$ 3,546,291
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 964,620	\$ 135,047	\$ -	\$ 430,412	\$ 1,643,199	\$ -	\$ 3,173,278	\$ 373,013	\$ 3,546,291

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2016 to 12/31/2016

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,676,467	\$ 234,705	\$ 82,305	\$ 480,649	\$ 2,593,364		\$ 5,067,490		\$ 5,067,490
	I. Core Cost Centers									
329	a. Administration	\$ 620,239	\$ 86,833	\$ 75,939	\$ 32,888	\$ 438,152		\$ 1,254,052	146,778	\$ 1,400,830
330	b. Facility	\$ 57,846	\$ 8,098	\$ 6,365		\$ 458,659		\$ 530,969	\$ (530,969)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 678,085	\$ 94,932	\$ 82,305	\$ 32,888	\$ 896,810	\$ -	\$ 1,785,020	\$ (384,190)	\$ 1,400,830
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 998,382	\$ 139,773		\$ 447,762	\$ 1,696,553		\$ 3,282,470	\$ 384,190	\$ 3,666,661
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 998,382	\$ 139,773	\$ -	\$ 447,762	\$ 1,696,553	\$ -	\$ 3,282,470	\$ 384,190	\$ 3,666,661

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$3,163,075
		Managed Care	\$187,280
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
	Bad Debt		
Ordered Ambulatory Services			
TOTAL		\$6,761,047	
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		\$0
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		\$0
IV. Total Revenue (I, II, and III)			\$6,761,047

New York State Department of Health
 Certificate Of Need Application

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

Charges **			Total Charges	Adjustments
	Commercial	Fee for Service		
	Managed Care			
Medicare	Fee for Service			
	Managed Care			
Medicaid	Fee for Service			
	Managed Care			
Private Pay				
OASAS				
OMH				
Charity Care				
Bad Debt				
Ordered Ambulatory Services				
All Other				
TOTAL			\$0	\$0

New York State Department of Health
Certificate of Need Application

Schedule 1A

Schedule 1 A - General Information - All Applicants

Main Site	MAIN SITE PFI	MEDICAID PROVIDER ID	TYPE OF FACILITY	MAIN SITE NAME	
			D&TC	Parkmed NYC, LLC	
	STREET & NUMBER				
	800 Second Avenue, 6 th Floor				
	CITY		COUNTY		ZIP
New York		New York		10017	

Project Site	PROJECT SITE PFI	MEDICAID PROVIDER ID	TYPE OF FACILITY	PROJECT SITE NAME	
			D&TC	Parkmed NYC, LLC	
	STREET & NUMBER				
	800 Second Avenue, 6 th Floor				
	CITY		COUNTY		ZIP
New York		New York		10017	

Operator Information	OPERATING CERTIFICATE NUMBER	TYPE OF FACILITY	LEGAL ENTITY THAT WILL OPERATE OF THE FACILITY (or proposed operator)		
		D&TC	Parkmed NYC, LLC		
	STREET & NUMBER				
	800 Second Avenue, 6 th Floor				
	CITY		COUNTY		ZIP
New York		New York		10017	

Is the applicant an existing facility? If yes, attach a photocopy of the resolution of partners, corporate directors, or LLC managers, as the case may be, authorizing the project.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Title of Attachment:
Is the applicant part of an "established 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, if available.	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

Type of Application: Establishment Construction Administrative Limited

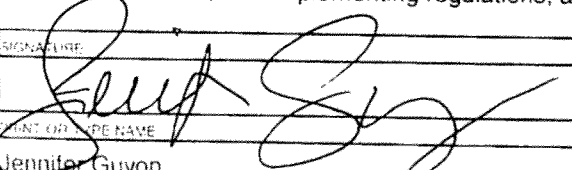
Total Project Cost: \$482,686

Amount of Application Fee (see Schedule 8) \$2,000.00

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: JG

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/or article 7 of the social services law, and implementing regulations, as the case may be.

SIGNATURE	DATE
	7/1/13
PRINT OR TYPE NAME	TITLE
Jennifer Guyon.	Administrator

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

Schedule 1A

Contacts:

Applicant should identify the operator's chief executive officer, or equivalent official, to whom all official correspondence from DOH about this application should be addressed

CHIEF EXECUTIVE	NAME AND TITLE OF CHIEF EXECUTIVE		
	Jennifer Guyon, Administrator		
	STREET & NUMBER		
	800 Second Avenue, 6 th Floor		
	CITY	STATE	ZIP
	New York	New York	10017
TELEPHONE		FAX NUMBER	E-MAIL ADDRESS
212-686-6066			

Applicant may designate a second person to whom copies of all official correspondence from DOH about this application should be addressed. (This could be the applicants attorney, or a consultant)

CONTACT INFORMATION	CONTACT PERSON'S COMPANY	NAME AND TITLE OF CONTACT PERSON	
	Empire Health Advisors	Ann Gormley, Consultant	
	STREET & NUMBER		
	60 Railroad Place, Suite 101		
	CITY	STATE	ZIP
	Saratoga Springs	New York	12866
TELEPHONE		FAX NUMBER	E-MAIL ADDRESS
518-583-4900		518-583-4999	

The applicant's lead attorney should be identified:

ATTORNEY	NAME		
	Peter Millock, Nixon Peabody		
	STREET & NUMBER		
	677 Broadway, 10 th Floor		
	CITY	STATE	ZIP
	Albany	New York	12207
TELEPHONE		FAX NUMBER	E-MAIL ADDRESS
518-427-2650		518-427-2666	PMILLOCK@NIXONPEABODY.COM

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

CONSULTANT	NAME		
	Ann M. Gormley, Empire Health Advisors		
	STREET & NUMBER		
	60 Railroad Place, Suite 101		
	CITY	STATE	ZIP
	Saratoga Springs	New York	12866
TELEPHONE		FAX NUMBER	E-MAIL ADDRESS
518-583-4900		518-583-4999	

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

Schedule 1A

The applicant's lead accountant should be identified:

ACCOUNTANT	NAME		
	STREET & NUMBER		
	CITY	STATE	ZIP
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS

Checklist of Schedules Included in This Application

Schedule Number	Schedule Name	Required	Included
1 (A-C)	Forms Required for all CON Applications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 (A-D)	Personal Qualifying and Disclosure Information-All Establishment Applications	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3 (A-B)	CON Forms Related to Legal Issues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4 (A-B)	Legal Information for Ownership Transfers	<input type="checkbox"/>	<input type="checkbox"/>
5	CON Form Regarding Working Capital Plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	CON Form Regarding Architectural Submission	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	CON Forms Regarding Environmental Issues	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8 (A-B)	Project & Subproject Cost Summary	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	CON Forms Regarding Project Financing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10	Space & Construction Cost Distribution	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11	Moveable Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12 (A-G)	CON Forms Specific to Adult Care Facilities	<input type="checkbox"/>	<input type="checkbox"/>
13 (A-D)	CON Forms Applicable to all Article 28 Facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
14 (A-D)	Additional Legal Information-Article 28	<input type="checkbox"/>	<input type="checkbox"/>
15	Additional Legal Information-Article 28-Ownership Transfers	<input type="checkbox"/>	<input type="checkbox"/>
16 (A-F)	CON Forms Specific to Hospitals-Article 28	<input type="checkbox"/>	<input type="checkbox"/>
17 (A-E)	CON Forms Specific to Diagnostic & Treatment Centers-Article 28	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
18 (A-E)	CON Forms Specific to Residential Health Care Facilities-Article 28	<input type="checkbox"/>	<input type="checkbox"/>
19 (A-B)	CON Forms Specific to Adult Day Health Care Programs	<input type="checkbox"/>	<input type="checkbox"/>
20 (A-C)	CON Forms Specific to Programs of OMH, OASAS, and OMRDD (If Applicable)	<input type="checkbox"/>	<input type="checkbox"/>
21 (A-G)	CON Forms Specific to CHHA and LTHHCP Programs-Article 36	<input type="checkbox"/>	<input type="checkbox"/>
22 (A-F)	CON Forms Specific to Hospices-Article 40	<input type="checkbox"/>	<input type="checkbox"/>
23	CON Forms Specific to All Projects Incorporating Health IT	<input type="checkbox"/>	<input type="checkbox"/>

Schedule 1 B - Abbreviated Executive Summary

Instructions:

In the space below, i.e., no more than one page, provide a succinct overview of your proposal. This may be done in bullet format. The purpose of the Abbreviated Executive Summary (AES) is to give the reviewer a conceptual understanding of the proposal. The AES should summarize the key elements of the proposed project. Details will be contained in the appropriate schedules of the application.

- Michael Molaei, M.D. who is currently the owner of Parkmed NYC, a physician practice located at 800 Second Avenue in Manhattan, proposes to establish and operate an Article 28 Diagnostic and Treatment Center at that location.
- Parkmed NYC is currently an office-based physician practice where abortion services and a comprehensive range of reproductive healthcare services are provided. In 2012 the practice performed [REDACTED] and was the site of over 7,659 GYN and Family Planning visits. The proposed Diagnostic and Treatment Center will provide similar services.
- The proposed Diagnostic and Treatment Center is projected to serve a similar population as is currently served by Parkmed NYC. These patients are largely African American (45.6 percent) or White (28.8 percent); reside in the Bronx (42.4 percent) or Manhattan (34.7 percent); and are enrolled in Medicaid (49.5 percent) or Medicaid managed care (4.6 percent).
- The proposed Diagnostic and Treatment Center will assure the continued availability of critical women's reproductive health services including [REDACTED] in a New York State licensed facility which will be accredited and regulated in accordance with State requirements.

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

Schedule 1C

Schedule 1 C - Other Facilities Owned or Controlled by the Applicant

(Establishment Applications only)

Does the applicant 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 CODE	
Hospital	HOS	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Nursing Home	NH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Diagnostic and Treatment Center	DTC	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Licensed Home Care Services Agency	LHH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Certified Home Health Agency	CHH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Hospice	HSP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Adult Home	ADH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Assisted Living Program	ALP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Long Term Home Health Care Program	LTC	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Enriched Housing Program	EHP	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Health Maintenance Organization	HMO	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Other	OTH	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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

Schedule 1C

For each facility or agency referenced above, enter the name, the PFI and facility type in the chart below.

	FACILITY NAME:	PFI	FACILITY TYPE
1	not applicablen		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

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

Schedule 1C

In addition to the information provided on the above chart, provide a complete 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 corporation, as well as with parent, member and subsidiary corporations. For each health care entity identified, provide the full name, address, and type of services provided. In conjunction with this list, 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 years (or for the period of the affiliation, whichever is shorter). To assist you in securing this information, a recommended form and a sample letter of inquiry are provided in Schedule 2 D.

Please list the facilities outside of New York State that are owned or controlled by the applicant:

	FACILITY NAME AND ADDRESS:	Services provided:	STATE/ COUNTRY	FACILITY TYPE
1	not applicable			
2				
3				
4				
5				
6				
7				
8				
9				
10				

New York State Department of Health
 Certificate of Need Application

Schedule 2 - Worksheet

Table 2A-1 Personal Information Tracking

* Refer to the instructions on Worksheet Pages 1 and 2 to determine who should submit Schedule 2 and then enter the names accordingly on the following worksheet. Attach additional sheets if necessary. Attachment # .

Legal Operator - List Stockholder(s), Officer(s), Director(s), LLC Member(s) or Directors or Manager(s) or Partners(s) Under Each Entity Named	Title or Position That Requires This Individual to Submit Schedule 2	Mark "X " if Required to Submit this Schedule		
		2A	2B	2C
Michael M. Molaei, M.D.	Member/Medical Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Please note exception for CHHAs on prior pages.

Schedule 2A - Personal Qualifying Information

Name of Individual:

Michael M. Molaei, MD

1. Personal Identifying Information

LAST NAME		FIRST NAME		MIDDLE INITIAL
Molaei		Michael		M
STREET ADDRESS				
[REDACTED]				
CITY	STATE	ZIP CODE	TELEPHONE	
[REDACTED]				
BUSINESS NAME AND ADDRESS				
Mid-Manhattan Physician Services, PC 800 Second Avenue, 6 th Floor				
CITY	STATE	ZIP CODE	TELEPHONE	
New York	NY	10017	212-686-6066	
DATE OF BIRTH (Month/Day/Year)		PLACE OF BIRTH (County/State)		Social Security #
[REDACTED]		[REDACTED]		[REDACTED]
CURRENT OR PROPOSED POSITION WITH PROPOSED ORGANIZATION				
Executive Director				

2. Formal Education

INSTITUTION	ADDRESS	ATTENDED		DEGREE	DATE RECEIVED
		FROM	TO		
Ohio Wesleyan University	Delaware, OH	1978	1982	Bachelors	1982
Northeastern Ohio Univ. College of Medicine	Rootstown, OH		1988	Medical Doctorate	1988

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

Schedule 2A

3. Licenses Held

Type of Professional License & License Number (Include Specialty)	Institution Granting License (Mailing Address, Phone & E-mail)	Effective Date	Expiration Date
191080 MD	New York	1/93	11/30/14
██████████ EA	DEA	12/5/12	1/31/16
941156 American Board of Gynecology	ABOG	11/7/97	12/31/13

4. Employment History for the Past 10 Years

Currently Employed Retired

If retired, please specify date of retirement:

Start with MOST RECENT employment and include employment during the last 10 years. A resume or curriculum vitae (CV) may be substituted for this portion of the application but any additional information requested below and not contained in such resume or CV should be added. Please photocopy and attach additional sheets, if necessary.

NAME OF EMPLOYER		TYPE OF BUSINESS	
Mid-Manhattan Physician Services, PC		Private Practice	
STREET ADDRESS OF EMPLOYER			
800 Second Avenue, 6 th Floor			
CITY		STATE	ZIP CODE
New York,		NY	10017
DATES OF EMPLOYMENT	FROM	TO:	
current	1997	present	
POSITION/RESPONSIBILITIES			
President/Executive Director			
REASON FOR DEPARTURE			

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

Schedule 2A

NAME OF EMPLOYER		TYPE OF BUSINESS	
Parkmed, LLC		Ambulatory Surgery Center	
STREET ADDRESS OF EMPLOYER			
800 Second Avenue, 7 th Floor			
CITY		STATE	ZIP CODE
New York,		NY	10017
DATES OF EMPLOYMENT	FROM	TO:	
	2000	11/2009	
POSITION/RESPONSIBILITIES			
Medical Director			
REASON FOR DEPARTURE			
[REDACTED]			

NAME OF EMPLOYER		TYPE OF BUSINESS	
Michael Molaei, MD PC		Private Practice	
STREET ADDRESS OF EMPLOYER			
245 West 19 th St., #5S			
CITY		STATE	ZIP CODE
New York		NY	10011
DATES OF EMPLOYMENT	FROM	TO:	
	1997	Present	
POSITION/RESPONSIBILITIES			
President			
REASON FOR DEPARTURE			
N/A			

5. Offices Held or Ownership in Health Facilities

The purpose of this section is to obtain a listing of any affiliations as referenced below with which the owners, officers, directors, controlling persons or partners of the proposed organization have been associated in the past 10 years. Affiliation, for the purposes of this section, includes serving as either a voting officer, director or principal stockholder of any health care, adult care, behavioral or mental health facility, program or agency requiring licensure or certification in New York State. Officerships and directorships in similar facilities or programs outside of New York State must also be disclosed. Include facilities for which applications were previously disapproved or withdrawn.

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

Schedule 2A

Provide documentation from the appropriate regulatory agency in the states (other than New York State) where you note affiliations, reflecting that the affiliated facilities, programs and agencies operated in substantial compliance with applicable codes, rules and regulations for the past ten years (or for the period of your affiliation, whichever is shorter). Instructions for the out-of-state review, a sample letter of inquiry and a recommended form are provided in Schedule 2D to assist you in securing this information.

a. Applicant's Offices/Ownership Interests

From	To	Name of Facility	Address of Facility	Type of Facility
1997	Present	Mid-Manhattan Physician Services, PC	800 Second Avenue, 6 th Floor New York, NY 10017	OBS Practice
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency
President/Owner		AAAHC		5250 Old Orchard Road Ste. 200 Skokie, IL 60077

From	To	Name of Facility	Address of Facility	Type of Facility
1998	Present	Michael Molaei, MD, PC	245 West 19 th St., #5S New York, NY 10011	Private Practice
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency
President/Owner NOT ACTIVE		N/A		N/A

From	To	Name of Facility	Address of Facility	Type of Facility
2009	Present	Parkmed Physician, PC	800 Second Avenue, 6 th Floor New York, NY 10017	Private Practice
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency
President/Owner NOT ACTIVE		N/A		N/A

From	To	Name of Facility	Address of Facility	Type of Facility
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency

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

Schedule 2A

From	To	Name of Facility	Address of Facility	Type of Facility
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency

b. Relative's Ownership Interests

Name of relative and relationship to the applicant:				
Name:			Relationship:	
From	To	Name of Facility	Address of Facility	Type of Facility
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency

Name of relative and relationship to the applicant:				
Name:			Relationship:	
From	To	Name of Facility	Address of Facility	Type of Facility
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency

Name of relative and relationship to the applicant:				
Name:			Relationship:	
From	To	Name of Facility	Address of Facility	Type of Facility
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency

Name of relative and relationship to the applicant:				
Name:			Relationship:	
From	To	Name of Facility	Address of Facility	Type of Facility
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency

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

Schedule 2A

--	--	--

Name of relative and relationship to the applicant:				
Name:			Relationship:	
From	To	Name of Facility	Address of Facility	Type of Facility
Office Held/Nature of Interest		Name of Licensing Agency		Address of Licensing Agency

c. Enforcement Actions

During the period of your (or your relative's) affiliation, were any of the facilities subject to an enforcement or administrative action taken by the State regulatory agency due to the facility's violation of applicable laws and regulations? Yes No

If "Yes, Please provide the following information:

NATURE OF VIOLATION
AGENCY OR BODY ENFORCING VIOLATION (Name & Address)

Has the enforcement or administrative action been resolved? Yes No

If "No", provide an explanation

--

d. Affirmative Statement of Qualifications

For individuals who have not previously served as a director/officer nor have had managerial experience with a health facility/agency, please provide in the space below an affirmative statement explaining why you are qualified to operate the proposed facility/agency. This statement should include, but not be limited to, any relevant community/volunteer background and experience.

--

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

Schedule 2A

6. Record of Legal Actions

1) Except for minor traffic violations, have you ever been convicted of, or had a sentence imposed for, a crime?	
2) Are there any criminal actions pending against you?	
3) Have you ever been named as a defendant in any civil action, including but not limited to malpractice, fraud or breach of fiduciary responsibility?	
4) Are there now or have there ever been any civil or administrative actions pending against you involving Medicaid or Medicare issues?	
5) Are there now or have there ever been any civil or administrative actions pending against you or any professional/business entity with which you are affiliated?	
6) Are there now or have there ever been any insurance arbitration awards against you or any professional/business entity with which you are affiliated?	
7) Have you ever been involved in a hearing before an official body in relation to the operation of a home or institution caring for people?	

If the answer to any of the above questions is "Yes," complete the section below:

DATE OF ACTION Month/Day/Year	TYPE OF ACTION	LOCATION OF ACTION
SEE ATTACHED		
PERSONS AND/OR FACILITIES INVOLVED		
GIVE ANY FURTHER DETAILS		

8) Have you ever changed your name or used an alias?	
If Yes, provide details below:	

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

Schedule 2A

9) During the last 10 years, have you been refused a professional, occupational or vocational license by any public or governmental licensing agency or regulatory authority, or has such a license held by you during such period been suspended, revoked or otherwise subjected to administrative action?	
10) Have you ever been involved in an action or proceeding brought by any public or governmental licensing agency or regulatory authority for violation of any securities, insurance or health law or regulation?	
11) Have you ever been an officer, director, trustee, member, manager, partner, management employee or stockholder of a company, including the applicant company, where you occupied any such position or served in any such capacity wherein the company:	
a) became insolvent, declared or was forced to declare bankruptcy or was placed in receivership or conservatorship?	
b) was enjoined from or ordered to cease and desist from violating any securities, insurance or health law or regulation?	
c) was the subject of an investigation by either federal or state law enforcement agencies on issues related to Medicare or Medicaid fraud?	
d) was required to enter into a Corporate Integrity Agreement as part of a settlement with the Office of Inspector General of the U.S. Department of Health and Human Services?	
e) suffered the suspension or revocation of its certificate of authority or license to do business in any state?	
f) was denied a certificate of authority or license to do business in any state?	
If the answer is "yes" to Questions 9, 10, or 11 attach an explanation, including, where applicable, the date, type, and location of the action, and all relevant details.	
Have you ever been in a position that required a fidelity bond?	
Were any claims made against that bond? If "Yes", provide details below	
Have you ever been denied a fidelity bond or had such fidelity canceled or revoked?	
If "Yes", provide details below	

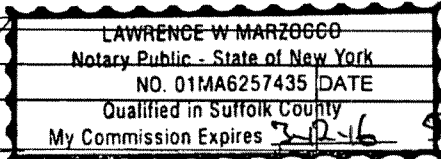
**New York State Department of Health
Certificate of Need Application**

Schedule 2A

--

The undersigned hereby certifies, under penalty of perjury, that the above stated information is true, correct and complete.

SIGNATURE: <i>X M. Molaei</i>	DATE <i>5-7-13</i>
PRINT OR TYPE NAME <i>MICHAEL MOLAEI, MD</i>	
TITLE <i>MEDICAL DIRECTOR</i>	

NOTARY <i>Lawrence Marzocco</i>	
------------------------------------	---

Has the original of this document been signed and notarized? Yes No

Schedule 3A: General Instructions and Definitions For Legal Schedules

This schedule applies to all Establishment and Full Construction Applicants and some Administrative Applications.

Definitions

1. "PHL" refers to the New York State Public Health Law.
2. "SSL" refers to the New York State Social Services Law.
3. "10 NYCRR" refers to Title 10 (Health) of the Official Compilation of the Codes, Rules and Regulations of the State of New York.
4. "18 NYCRR" refers to Title 18 (Social Services) of the Official Compilation of the Codes, Rules and Regulations of the State of New York.
5. "Department" refers to the New York State Department of Health.
6. "Commissioner" refers to the Commissioner of the Department.
7. "Article 28" refers to Article 28 of the PHL, which governs general hospitals, nursing homes and diagnostic and treatment centers.
8. "Article 36" refers to Article 36 of the PHL, which governs certified home health agencies and long term home health care programs.
9. "Article 40" refers to Article 40 of the PHL, which governs hospices.
10. "Article 44" refers to Article 44 of the PHL, which governs health maintenance organizations.
11. "Article 7" refers to Article 7 of the SSL, which governs adult homes, enriched housing programs and residences for adults.
12. "Facility" refers to all types of facilities, institutions, agencies or other entities regulated under Articles 7, 28, 36, 40, or 44.

General Instructions

1. Unless otherwise specifically indicated, the required paper copies of legal documentation submitted should be photocopies of fully executed original documents and **not** the originals themselves. The electronic copies of legal documents should be legible scanned images in PDF format of fully executed original documents.
2. Whenever a requested legal document has been amended, modified, or restated, all amendment(s), modification(s) and/or restatement(s) should also be submitted.
3. Attachments to legal schedules should be numbered sequentially for each particular schedule. The list of attachments should be completed for each required schedule, with either the number of the attachment or a check in the "Not Applicable" column. In instances where the "Not Applicable" option is not offered, inclusion of the documentation is mandatory.

[If you believe this submission contains information which may be exempted from disclosure pursuant to a FOIL request, you may so indicate to the NYSDOH and if so, must identify those sections of the submission. DOH will review your claim and make a determination in the event a FOIL request is received.]

Schedule 3B – Basic Legal Information and Documentation

Instructions:

1. The following applicants must complete Part I in its entirety:
 - a. All Article 7 applicants.
 - b. Article 28 applicants seeking establishment or combined establishment and construction approval.
 - c. Article 36 applicants seeking establishment approval.
 - d. Article 40 applicants seeking establishment approval.

2. The appropriate section of Part II must also be completed, depending on the applicant's type of legal entity, as follows:
 - a. Applicants that are sole proprietors must complete Section A.
 - b. Applicants that are general partnerships must complete Section B.
 - c. Applicants that are registered limited liability partnerships must complete Section C.
 - d. Applicants that are not-for-profit corporations must complete Section D.
 - e. Applicants that are business corporations must complete Section E
 - f. Applicants that are limited liability companies must complete Section F.

3. All Article 28 applicants must complete Part III in its entirety.

N.B.: Whenever a requested legal document has been amended, modified, or restated, all amendment(s), modification(s) and/or restatement(s) should also be submitted.

I. All Applicants

- A. Is the name of the facility different from the name of the applicant's legal entity?
 Yes No

If yes, submit the Certificate of Assumed Name. Attachment # .

- B. Is the applicant a natural person? Yes No

If no, type of legal entity:

- Sole Proprietor (See II.A. below)
- General Partnership (See II.B below)
- Registered Limited Liability Partnership (See II.C below)
- Not-for-Profit Corporation (See II.D below)
- Business Corporation (See II.E below)
- Limited Liability Company (See II.F below)
- Other, specify .

- C. For Article 36 applicants only: Does the applicant have any partners, members or stockholders that are not natural persons?
 Yes No

If yes, the applicant must comply with the requirements of PHL 3611.

- D. For Article 36 business corporations only: Is the corporation publicly traded?
 Yes No

If yes, submit the most recently filed Securities Exchange Commission Form 10K.
 Attachment # .

E. Submit documentation of how the applicant has or will obtain site control. Lease agreements for Article 28 facilities, and for hospice residences and the inpatient components of Article 40 facilities, must contain the language set forth in 10 NYCRR 600.2(d) or 790.2(d), respectively. Attachment # 3 Lease.

F. Are any of the directors or owners (partners, stockholders or members) of the applicant physicians who are in a position to make referrals to the facility?
 Yes No

If yes, submit a signed statement that the proposed financial/referral structure has been assessed in light of anti-kickback and self-referral laws, with the consultation of legal counsel, and it is concluded that proceeding with the proposal is appropriate.
 Attachment # 3 Operating Agreement.

G. Submit an organizational chart showing the applicant's legal structure.
 Attachment # 3 Organizational Chart.

H. Does the applicant intend to enter into any agreement(s) involving the management, administrative, billing and/or consulting services for the facility, including, but not limited to, operational policies.
 Yes No

If yes, submit the proposed agreement(s) and the remaining questions in this part I.
 Attachment # .

If no, skip to Part II as applicable.

I. Has the proposed management entity previously received establishment approval under either Article 7, 28, 36 or 40 of the PHL?
 Yes No

J. Enter on the following chart, the addresses of the facilities/agencies owned, operated or managed by the proposed management entity and the time period that each was owned, operated or managed by the proposed management entity. Include out-of-state entities. Attach additional sheets, if necessary.
 Attachment # .

Facility Name	Type of Facility	Facility Address	Time Period Owned or Managed

K. For each facility named in Question J above, documentation must be submitted reflecting its current and past compliance with the applicable regulations in the state in which it operates. This information is required for the most recent ten-year period, or for the period it was owned, operated or managed by the proposed management entity, whichever is less. See Schedule 2D for instructions on how to acquire this documentation.

- L. Has the proposed management entity been the subject of an administrative action related to the ownership, operation or management of any health care facility or agency?
 Yes No

If yes, provide further details regarding the administrative action in the space below.

- M. Are there any criminal actions pending against the proposed management entity?
 Yes No

If yes, provide further details regarding the criminal action in the space below.

- N. Are there now or have there been any civil or administrative actions initiated by either the Medicare or Medicaid programs against the proposed management entity?
 Yes No

If yes, provide further details regarding the administrative action in the space below.

II. Additional Documentation Depending on Type of Legal Entity

Submit the following legal documentation as applicable for the applicant's type of legal entity.

A. Sole Proprietors

1. Name of Individual Proprietor:

2. Certificate of Doing Business: Attachment # .

3. Schedules 2A and 2B

B. General Partnerships

1. On the following chart, list the partners, partnership interest and percentage ownership for each partner: Attach additional sheets if necessary.

Attachment # .

Partner Name	Partnership Interest	Percentage Ownership

2. Partnership Agreement: Attachment # .
3. Certificate of Doing Business as a Partnership: Attachment # .
4. Schedules 2A and 2B for each partner

N.B. Partnership agreements for Article 28, Article 36 and Article 40 applicants must contain the language set forth in 10 NYCRR 600.1(5)(ii), 760.2 (c)(2) or 790.1 (c)(2), respectively. Refer to Schedule 12B, Part II for language that must be included in partnership agreements for Article 7 general partnerships.

C. Registered Limited Liability Partnerships

1. On the following chart, list the partners, partnership interest and percentage ownership for each partner: Attach additional sheets if necessary. Attachment # .

Partner Name	Partnership Interest	Percentage Ownership

2. Partnership Agreement: Attachment # .
3. Certificate of Doing Business as a Partnership: Attachment # .
4. Certificate of Registration: Attachment # .
5. Schedules 2A and 2B for each partner

N.B. Registered limited liability partnerships are not a proper entity for adult care facilities. See 600.1(5)(ii) of 10 NYCRR for language that must be included in partnership agreements for Article 28 registered limited liability partnerships.

D. Not-for-Profit Corporations

1. Does the corporation have any members? Yes No

If yes, list the names of the members below.

2. On the following chart, list the names of the officers and directors of the applicant corporation and indicate the position held by each. Attach additional sheets if necessary. Attachment # .

Officer/Director Name	Position Held

3. Certificate of Incorporation: Attachment # .
4. Bylaws: Attachment # .
5. If the applicant is not a New York corporation, Application for Authority to Do Business in New York: Attachment # .
6. Schedule 2A for each director
7. Schedule 2B for directors who contribute capital in support of the project
8. Schedule 2C for directors who do not contribute capital in support of the project

E. Business Corporations

1. On the following chart, list the stockholders, stock interest and percentage of ownership for each stockholder. Attach additional sheets if necessary. Attachment # .

Stockholder Name	Stock Interest	Percentage Ownership

2. On the following chart, list the names of the officers and directors of the applicant corporation and indicate the position held by each. Attach additional sheets if necessary. Attachment # .

Officer/Director Name	Position Held

3. Certificate of Incorporation: Attachment # .
4. Bylaws: Attachment # .
5. If the applicant is not a New York corporation, Application for Authority to Do Business in New York: Attachment # .
6. Schedule 2A for each officer, director and stockholder
7. Schedule 2B for each stockholder

N.B. Only stockholders who own ten percent or more of a certified home health agency's issued stock must submit Schedule 2B. Stockholders of all other applicants, regardless of percentage ownership, must submit Schedule 2B.

F. Limited Liability Companies

1. On the following chart, list the members, membership interest and percentage of ownership for each member. Attach additional sheets if necessary. Attachment # .

Member Name	Membership Interest	Percentage Ownership
Michael M. Molaei, M.D.	100%	100%

2. List the managers below.

--

3. Articles of Organization: Attachment # .
4. Operating Agreement: Attachment # .
5. If the applicant is not a New York limited liability company, Application for Authority to Do Business in New York: Attachment # .

- 6. Schedule 2A for each member and manager
- 7. Schedule 2B for each member

N.B. Only members who own ten percent or more of a CHHA's membership interest must submit Schedule 2B. Members of all other applicants, regardless of percentage of ownership, must submit Schedule 2B.

III. Representative Governance

A. Ownership

- 1. Is the applicant, or any of its owners, employed by, an owner, officer, director, or manager of, or in any way affiliated with, or acting on behalf, or for the benefit of, an outside entity which will be involved with (including through a lease, contract or agreement), or benefit from, the ownership or operation of the proposed facility?
 Yes No

If yes, in the space below, identify the outside entity and the nature of the relationship.

- 2. Are there any contractual restrictions, existing or proposed, on the ability of the owners of the applicant to assign, transfer or sell their ownership interests or voting rights in the applicant? Yes No

If yes, provide copies of the existing or proposed arrangements.
Attachment # .

B. Consulting/Administrative Agreements

- 1. Does this proposal include a consulting or administrative agreement?
 Yes No

If no, skip to Section C.

If yes, attach a copy of this agreement (if not already submitted with the CON), and continue with the questions in this section.
Attachment # .

- 2. Describe in the space below the services to be provided under the agreement.

- 3. Describe in the space below the relationship between the applicant/operator and the consultant.

- 4. Who/what owns the consultant entity?

5. Who will manage the subject facility on a day-to-day business?

6. Who employs the facility manager?

7. Will there be any subcontracts or assignments with other entities?

Yes No

If yes, attach copies of the agreements. Attachment # .

Describe the agreements:

8. What percentage of facility revenues flow to the consultant?

%

9. Is the consultant also an equipment lessor for the facility?

Yes No

10. Is the consultant a real property lessor for the facility?

Yes No

11. Who is responsible for financial decisions and by whom is this person is employed?

C. Financing

Will another entity provide financing for this CON project?

Yes No

If yes, define the lender and it relationship to the applicant and consultant.

Completed by:

Enter Name:

Michael M. Molaei, M.D.

Enter Date:

June 7, 2013

SCHEDULE 3B ATTACHMENTS

Complete the section labeled "All Applicants." Then, check the box(es) that apply to your organizational structure and enter the corresponding information for each attached document. If the document is not applicable, enter "N/A" in the column labeled "Attachment Title."

DOCUMENT	ATTACHMENT TITLE	ATTACH #	ELECTRONIC FILE NAME*
ALL APPLICANTS			
Certificate of Assumed Name	n/a		
Form SEC 10K	n/a		
Documentation of Site Control	3	3	
Anti-Kickback Statement	3	3	
Organizational Chart	3	3	
Management Agreement			
List of Out-of-State Entities			
<input type="checkbox"/> SOLE PROPRIETORS			
Certificate of Doing Business			
<input type="checkbox"/> GENERAL PARTNERSHIPS			
List of Additional Partners			
Partnership Agreement			
Certificate of Doing Business as a Partnership			
<input type="checkbox"/> REGISTERED LIMITED LIABILITY PARTNERSHIPS			
List of Additional Partners			
Partnership Agreement			
Certificate of Doing Business as a Partnership			
Certificate of Registration			
<input type="checkbox"/> NOT-FOR-PROFIT CORPORATIONS			
List of Additional Officers & Directors			
Certificate of Incorporation			
Bylaws			
Application for Authority to do Business in NYS			

* PDF Format Preferred

SCHEDULE 3B ATTACHMENTS (continued)

DOCUMENT	ATTACHMENT TITLE	ATTACH #	ELECTRONIC FILE NAME*
<input type="checkbox"/> BUSINESS CORPORATIONS			
List of Additional Stockholders			
List of Additional Officers & Directors			
Certificate of Incorporation			
Bylaws			
Application for Authority to do Business in NYS			
<input checked="" type="checkbox"/> LIMITED LIABILITY COMPANIES			
List of Additional Members	n/a		
Articles of Organization	3	3	
Operating Agreement	3	3	
Application for Authority to do Business in NYS			
<input type="checkbox"/> REPRESENTATIVE GOVERNANCE			
Restrictions on Ability of Applicant to Assign Ownership			
Consulting/Administrative Agreement			
Subcontracts or Assignments with Other Entities			
OTHER ATTACHMENTS (SPECIFY)			

* PDF Format Preferred

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 construction projects. 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. 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.

List Titles of Attachments related to Borrowed Funds	List Filenames of Attachments
N/A	N/A

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

The total amount of working capital needed based on two months of third year expenses is \$844,582. The sole owner of Parkmed NYC, LLC will provide cash for the entire amount. Information on the specific sources of cash can be found in Schedule 2.

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.

List Titles of Attachments Related to Pro Forma Balance Sheets	List Filenames of Attachments
Attachment 5: Pro Forma Balance Sheet	N/A

New York State Department of Health Certificate of Need Application

Schedule 6

Architectural Submission

This Schedule applies to projects with construction, including Articles- 28, 36 & 40, i.e., Hospitals, D&TCs, RHCs, CHHAs, LTHHCPs and Hospices.

Instructions: Attachments should be saved or scanned as PDF documents. Most scanners will create this format. The PDF document should be assigned a unique name, so it will not be confused with any other attachment. The title of the attachment, and name of the attached PDF file should be entered in the table below.

Subject of attachment:		Title of Attachment	Filename of attachment - PDF format preferred.
	Example: - <i>attachment in PDF format</i>	<i>Architecture Attachment A</i>	<i>Architecture_attach_A.pdf</i>
A.	Functional space program/analysis for this project. (Required for all construction projects):	#6 Program	ParkMed NYC Program.PDF
B.	Architectural narrative that delineates the project scope of the work to meet the determined program needs.	#6 Architectural Narrative	ParkMed NYC Architectural Narrative.PDF
C.	Conceptual drawings that complement the architectural narrative.	#6 Drawing	ParkMed NYC CON-1.PDF
D.	Architect's or Engineer's Letter of Certification for Proposed Construction.	#6 Architect's Certification Letter	ParkMed NYC Architects Cert Ltr.PDF
E.	Does the project involve Radiation producing equipment?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	If yes, a Physicist's Report and drawings must be attached.		

Environmental Assessment

Part I.

The following questions help determine whether the project is "significant" from an environmental standpoint.

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?	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
2.	Does this plan involve construction and change land use or density?	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
3.	Does this plan involve construction and have a permanent effect on the environment if temporary land use is involved?	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
4.	Does this plan involve construction and require work related to the disposition of asbestos?	yes <input type="checkbox"/> no <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.

1.	Does the project involve physical alteration of ten acres or more?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
5.	Will the project involve parking for 1,000 vehicles or more?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
9.	If an expansion of an existing facility 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?	yes <input type="checkbox"/> no <input type="checkbox"/>

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?	yes <input type="checkbox"/> no <input type="checkbox"/>
11.	In a locality without any zoning regulation about height, will the project contain any structure exceeding 100 feet above the original ground area?	yes <input type="checkbox"/> no <input type="checkbox"/>
12.	Is the project wholly or partially within an agricultural district certified pursuant to Agriculture and Markets Law Article 25, Section 303?	yes <input type="checkbox"/> no <input type="checkbox"/>
13.	Will the project significantly affect drainage flow on adjacent sites?	yes <input type="checkbox"/> no <input type="checkbox"/>
14.	Will the project affect any threatened or endangered plants or animal species?	yes <input type="checkbox"/> no <input type="checkbox"/>
15.	Will the project result in a major adverse effect on air quality?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
17.	Will the project result in major traffic problems or have a major effect on existing transportation systems?	yes <input type="checkbox"/> no <input type="checkbox"/>
18.	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	yes <input type="checkbox"/> no <input type="checkbox"/>
19.	Will the project have any adverse impact on health or safety?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
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?	yes <input type="checkbox"/> no <input type="checkbox"/>
23.	Is this project within the Coastal Zone as defined in Executive Law, Article 42?	yes <input type="checkbox"/> no <input type="checkbox"/>

Part III.

Must be completed if any question on Part II was answered "Yes".

1.	List all other state or local agencies involved in approval of the project:	
2.	Has any other agency made an environmental review of this project? If so, give name.	yes <input type="checkbox"/> no <input type="checkbox"/>
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 type="checkbox"/>

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

Item	A Project Cost in Current Dollars	B Escalation amount to Mid-point of Construction	C Estimated Project Costs
Source:	Schedule 10 Col .7	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	\$100,000	\$0	\$0
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	\$0	\$0	\$0
3.2 Construction Contingency	\$0	\$0	\$0
4.1 Fixed Equipment (NIC)	\$0	\$0	\$0
4.2 Planning Consultant Fees	\$30,000	\$0	\$30,000
4.3 Architect/Engineering Fees	\$30,000	\$0	\$30,000
4.4 Construction Manager Fees	\$0	\$0	\$0
4.5 Other Fees (Consultant, etc.)	\$0	\$0	\$0
Subtotal (Total 1.1 thru 4.5)	\$160,000	\$0	\$160,000
5.1 Movable Equipment (from Sched 11)	\$318,017	\$0	\$318,017
5.2 Telecommunications	\$0	\$0	\$0
6. Total Basic Cost of Construction(total 1.1 thru 5)	\$478,017	\$0	\$478,017
7.1 Financing Costs (Points etc)	\$0		\$0
7.2 Interim Interest Expense:: \$ <input type="text"/> %	\$0		\$0
8. Total Project Cost: w/o CON fees - Total 6 thru 7.2	\$478,017	\$0	\$478,017
Application fees:			
9.1 Application Fee \$2,000	\$2,000		\$2,000
9.2 Additional Processing Fee for Article 28 projects involving Construction. (.0055 x line 8) D&TC	\$2,629		\$2,629
10 Total Project Cost with CON fees	\$482,646	\$0	\$482,646

New York State Department of Health

Certificate of Need Application

Schedule 8B - Total Project Cost - For Projects without Subprojects.

For Article 28, 36, and 40 Establishment & Construction Requiring Full, Administrative or Limited Review
 For Limited Review, escalation amounts may be entered as "0".

Constants:	Value	Comments:
Design Contingency - New Construction	N/A	Normally 10%
Construction Contingency - New Construction	N/A	Normally 5%
Design Contingency - Renovation Work		Normally 10%
Construction Contingency - Renovation Work		Normally 10%
Construction Start Date:		as mm/dd/yyyy
Midpoint of Construction Date	N/A	as mm/dd/yyyy
Completion of Construction Date		as mm/dd/yyyy
Year used to compute Current Dollars:	2013	

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

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

	A	B	C
Item	Project Cost in Current Dollars	Escalation amount to Mid-point of Construction	Estimated Project Costs
Source:	Schedule 10 Col .7	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	\$100,000	\$0	\$0
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	\$0	\$0	\$0
3.2 Construction Contingency	\$0	\$0	\$0
4.1 Fixed Equipment (NIC)	\$0	\$0	\$0
4.2 Planning Consultant Fees	\$30,000	\$0	\$30,000
4.3 Architect/Engineering Fees	\$30,000	\$0	\$30,000
4.4 Construction Manager Fees	\$0	\$0	\$0
4.5 Other Fees (Consultant, etc.)	\$0	\$0	\$0
Subtotal (Total 1.1 thru 4.5)	\$160,000	\$0	\$160,000
5.1 Movable Equipment (from Sched 11)	\$318,017	\$0	\$318,017
5.2 Telecommunications	\$0	\$0	\$0
6. Total Basic Cost of Construction(total 1.1 thru 5)	\$478,017	\$0	\$478,017
7.1 Financing Costs (Points etc)	\$0		\$0
7.2 Interim Interest Expense:: \$ <input type="text"/> %	\$0		\$0
8. Total Project Cost: w/o CON fees - Total 6 thru 7.2	\$478,017	\$0	\$478,017
Application fees:			
9.1 Application Fee \$2,000	\$2,000		\$2,000
9.2 Additional Processing Fee for Article 28 projects involving Construction. (.0055 x line 8) D&TC	\$2,629		\$2,629
10 Total Project Cost with CON fees	\$482,646	\$0	\$482,646

Schedule 9 Proposed Plan for Project Financing

I. Summary of Proposed Financial Plan:

Check all that apply and fill in corresponding amounts.

	Type	Amount
X	A. Lease	\$ -
X	B. Cash	\$ 482,646
	C. Land	
	D. Other	
X	E. Mortgage, Notes, or Bonds	\$ -
	F. Refinancing	
	Total Mortgage / Notes / Bonds plus Refinancing (E + F)	\$ -
	Total Project Financing (Sum A to F)	\$ 482,646

II. Details

A. Leases

	Not Applicable	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.	X	
2. Attach a copy of the proposed lease(s).		#3: facility lease
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant	X	
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment	X	
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		#9: square footage
6. Attach two letters from independent realtors verifying square footage rate.		#9: realtor letters
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.	X	

B. Cash

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

Schedule 9

Type	Amount
Accumulated Funds	
Sale of Existing Assets	
Gifts (fundraising program)	
Government Grants	
Other: Initial Owner Equity	\$ 482,646
TOTAL CASH	\$ 482,646

	Not Applicable	
1. Provide a breakdown of the sources of cash. See sample table above.		#9, Sources of Cash
2. Attach a copy of the latest certified financial statement and interim monthly or quarterly financial reports to cover the balance of time to date.	X	
3. If amounts are listed in "Accumulated Funds" provide cross-reference to certified financial statement or Schedule 2b, if applicable.	X	
4. Attach a full and complete description of the assets to be sold, if applicable.	X	
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 	X	
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). 	X	
7. If amounts are listed in "Other" attach a description of the source of financial support and documentation of its availability.		
8. Current Department policy requires a minimum equity contribution of 10% of total project cost (Schedule 8b line 10).		

C. Mortgage, Notes, or Bonds -- Not required for limited review

1. Provide a breakdown of the terms of the mortgage. See sample table below.

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

	Not Applicable	Title of Attachment
2. Attach a copy of a letter of interest from the intended source of permanent financing that indicates principal, interest, term, and payout period.	x	
3. If New York State Dormitory Authority (DASNY) financing, then attach a copy of a letter from a mortgage banker.	x	
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.	x	

D. Land -- Not required for limited review

NOT APPLICABLE

E. Other -- Not required for limited review

NOT APPLICABLE

F. Refinancing -- Not required for limited review

NOT APPLICABLE

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

For Article 28, 36, and 40 Construction Projects Requiring Full, Administrative or Limited Review * Codes for completing this table are found in Schedule 10 lookups sheet.(see tab below)

Indicate if this project is: New Construction: Renovation:

A		B	C	D	E	F	G	H	I
Location					Description of Functional Code (enter Functional code in Column D, description appears here automatically)	Functional Gross SF	Construction cost per SF	Total construction cost	Alterations: Scope of work
Subproject	Building	Floor	Section	Functional Code					
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
			d		#N/A				

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

					#N/A				
--	--	--	--	--	------	--	--	--	--

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

A		B	C	D	E	F	G	H	I
Location				Functional Code	Description of Functional Code (enter Functional code in Column D; description appears here automatically)	Functional Gross SF	Construction cost per SF	Total construction cost	Alterations Scope of work
Sub-project	Building	Floor	Section						
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
					#N/A				
Totals for Whole Project:						0	0	0	


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

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

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

	Dense Urban	Other metropolitan or suburban	Rural
2. Check the box that best describes the location of the facilities affected by this project:	<input checked="" type="checkbox"/>	<input 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	
		6/4/2013	
PRINT NAME		TITLE	
David A. Souers, AIA, ASHE, ACHA		Principal Architect	
NAME OF FIRM			
Optimus Architecture			
STREET & NUMBER			
187 East Market Street, Suite 180			
CITY	STATE	ZIP	PHONE NUMBER
Rhinebeck	NY	12572	(845) 876-8202

**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, including model, manufacturer, year of manufacturer where applicable.	Number of units	Unit Cost	Total Cost
		Waiting Room			
		Misc. Waiting Room Furnishings	1	\$8,417	\$ 8,417
		Reception / Offices			
		Misc. Office Equipment / Furnishings	1	\$1,000	\$ 1,000
		MedStreaming	1	\$40,000	\$ 40,000
		DELL IT by Design	1	\$119,000	\$ 119,000
		DELL System with camera and ID printer	1	\$79,600	\$ 79,600
		Eclinical Works Enterprise	1	\$21,000	\$ 21,000
		Patient Care			
		Misc. Patient Care Equipment / Furnishings / Instruments	1	\$1,000	\$ 1,000
		Mindray Ultrasound Machines	3	\$13,333	\$ 40,000
		Soma Autoclave	1	\$7,000	\$ 7,000
		Break Room			\$ -
		Misc. Break Room Furnishings	1	\$1,000	\$ 1,000
Total Project Equipment Costs:					\$ 318,017

New York State Department of Health
Certificate Of Need Application

Schedule 13D

Table 13D - 1

Categories	a	b	c
	Current Year	Year 1 Incremental Revenue Impact	Year 3 Incremental Revenue Impact
Start date of year in question:(m/d/yyyy)	N		
1. Daily Hospital Services	o t A p p l i c a b l e	N/A	N/A
2. Ambulatory Services		\$ 6,761,047	\$ 6,896,820
3. Ancillary Services		N/A	N/A
4. Total Gross Patient Care Services Rendered		\$ 6,761,047	\$ 6,896,820
5. Deductions from Revenue			
6. Net Patient Care Services Revenue		\$ 6,761,047	\$ 6,896,820
7. Other Operating Revenue (Identify sources)			
8. Total Operating Revenue (Total 1-7)		\$ 6,761,047	\$ 6,896,820
9. Non-Operating Revenue		\$ -	\$ -
10. Total Project Revenue	\$ 6,761,047	\$ 6,896,820	

Table 13D - 4

Outpatient Services** Source of Revenue		Total Current Year		First Year Incremental				Third Year Incremental				
		Visits	Net Revenue*		Visits		Net Revenue*		Visits		Net Revenue*	
			%	Dollars (\$)	%	Visits	%	Dollars (\$)	%	Visits	%	Dollars (\$)
Commercial	Fee for Service			35.2%	6,301		\$ 2,351,402		6,428	34.8%	\$ 2,398,796	
	Managed Care	N o t A p p l i c a b l e										
Medicare	Fee for Service											
	Managed Care											
Medicaid	Fee for Service		0.0%	0	0.0%	\$ -	0.0%	0	0.0%	\$ -		
	Managed Care		48.5%	8,680	49.6%	\$ 3,350,355	48.5%	8,854	49.6%	\$ 3,417,517		
Private Pay			14.2%	2,544	15.1%	\$ 1,023,489	14.2%	2,595	15.1%	\$ 1,044,007		
OASAS												
OMH												
Charity Care			2.0%	358	0.5%	\$ 35,800	2.0%	365	0.5%	\$ 36,500		
Bad Debt												
All Other												
Total					17,883		100% \$ 6,761,047		100% 18,242		100% \$ 6,896,820	
Total of Inpatient and Outpatient Services							\$ 6,761,047				\$ 6,896,820	

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

Schedule 13A

Schedule 13 A. Assurances From Article 28 Applicants

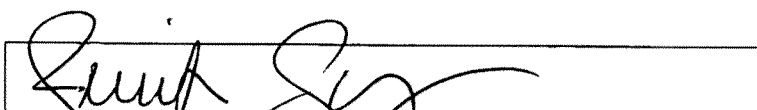
Article 28 applicants seeking combined establishment and construction or construction approval only must complete this schedule.

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 (Title 10).
- 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 insure 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

7/1/13



Signature:

Jennifer Guyon

Name (Please Type)

Administrator

Title (Please type)

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

Schedule 13B

Schedule 13 B. Staffing

Table 13B - 1:

For Establishment and/or Construction Requiring Full/Administrative Review

XX Total Project

_____ Subproject number

A	B	C	D
	Number of FTEs to the Nearest Tenth		
Staffing Categories	Current Year (1)	First Year of Implementation (2014) (2)	Third Year of Implementation (2016) (3)
1. Management & Supervision	N/A	2.8	2.8
2. Technician & Specialist	N/A	2.0	2.0
3. Registered Nurses	N/A	2.0	2.0
4. Licensed Practical Nurses	N/A		
5. Aides, Orderlies & Attendants	N/A	7.0	7.0
6. Physicians	N/A	2.3	2.3
7. PGY Physicians	N/A		
8. Physicians' Assistants	N/A		
9. Nurse Practitioners	N/A		
10. Nurse Midwife	N/A		
11. Social Workers and Psychologist**	N/A		
12. Physical Therapists and PT Assistants	N/A		
13. Occupational Therapists and OT Assistants	N/A		
14. Speech Therapists and Speech Assistants	N/A		
15. Other Therapists and Assistants	N/A		
16. Infection Control, Environment and Food Service	N/A	2.0	2.0
17. Clerical & Other Administrative	N/A	7.0	7.0
18. Other Employee Classifications (please specify)	N/A		
IT Coordinator	N/A	1.0	1.0
	N/A		
19. TOTAL NUMBER OF EMPLOYEES	0.0	26.0	26.0

* Last complete year prior to submitting application

** Use only for RHCF and D & T Center proposals

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

Schedule 13C

**Schedule 13 C. Annual Operating Costs
For Establishment and/or Construction Requiring Full/Administrative Review**

Use this schedule to summarize the first full year's incremental cost for the categories, which are affected by this project. The first full year is defined as the first 12 months of full operation after project completion. Project the first and third full year's direct incremental costs in current year dollars. (Show only additional operating costs to be incurred during the first full year after project completion). Enter in the column heading the year and month when this period begins and ends."

Total Project
 Subproject Number _____

Categories	Current Year	1st Year Annual Incremental Cost Impact	3rd Year Annual Incremental Cost Impact
	1	2	3
1. Salaries & Wages	N o t A p p l i c a b l e	\$ 1,565,000	\$ 1,676,467
1a. FTEs		26.0	26.0
2. Employee Benefits		\$ 219,100	\$ 234,705
3. Professional Fees		\$ 1,095,588	\$ 1,168,276
4. Medical & Surgical Supplies		\$ 413,743	\$ 447,762
5. Non-medical & Non-surgical Supplies		\$ 31,000	\$ 32,888
6. Utilities		\$ 1,800	\$ 1,910
7. Purchased Services		\$ 77,580	\$ 82,305
8. Other Direct Expenses		\$ 876,500	\$ 929,879
9. Subtotal (total 1 thru 8)		\$ 4,280,311	\$ 4,574,191
10. Interest		\$ -	\$ -
11. Depreciation & Rent		\$ 469,698	\$ 493,299
12. Total Incremental Operating Costs		\$ 4,750,009	\$ 5,067,490

	Attachment # and Title
1. In an attachment, provide the basis and supporting calculations for depreciation and rent expense.	#13 Depreciation and Rent Expense
2. In an attachment, provide the basis for interest cost. Separately identify, with supporting calculations, interest attributed to mortgages and working capital.	#13 Depreciation and Rent Expense

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

New York State Department of Health
Certificate Of Need Application

Schedule 13D

Table 13D - 1

		a	b	c
Categories		Current Year	Year 1 Incremental Revenue Impact	Year 3 Incremental Revenue Impact
Start date of year in question:(m/d/yyyy)		N		
1. Daily Hospital Services		o	N/A	N/A
2. Ambulatory Services		t	\$ 6,761,047	\$ 6,897,113
3. Ancillary Services			N/A	N/A
4. Total Gross Patient Care Services Rendered		A	\$ 6,761,047	\$ 6,897,113
5. Deductions from Revenue		p		
6. Net Patient Care Services Revenue		p	\$ 6,761,047	\$ 6,897,113
7. Other Operating Revenue (Identify sources)		i		
8. Total Operating Revenue (Total 1-7)		c	\$ 6,761,047	\$ 6,897,113
9. Non-Operating Revenue		a	\$ -	\$ -
10. Total Project Revenue		b	\$ 6,761,047	\$ 6,897,113
		e		

Table 13D - 4

Outpatient Services** Source of Revenue		Total Current Year		First Year Incremental				Third Year Incremental				
		Visits	Net Revenue*		Visits		Net Revenue*		Visits		Net Revenue*	
			%	Dollars (\$)	%	Visits	%	Dollars (\$)	%	Visits	%	Dollars (\$)
Commercial	Fee for Service			35.2%	6,301		\$ 2,351,402		6,428	34.8%	\$ 2,398,796	
	Managed Care											
Medicare	Fee for Service											
	Managed Care											
Medicaid	Fee for Service			42.5%	7,608	46.8%	\$ 3,163,075	42.5%	7,761	46.8%	\$ 3,226,686	
	Managed Care			6.0%	1,072	2.8%	\$ 187,280	6.0%	1,094	2.8%	\$ 191,123	
Private Pay				14.2%	2,544	15.1%	\$ 1,023,489	14.2%	2,595	15.1%	\$ 1,044,007	
OASAS												
OMH												
Charity Care				2.0%	358	0.5%	\$ 35,800	2.0%	365	0.5%	\$ 36,500	
Bad Debt												
All Other												
Total					17,883	100%	\$ 6,761,047	100.0%	18,243	100%	\$ 6,897,113	
Total of Inpatient and Outpatient Services							\$ 6,761,047				\$ 6,897,113	

New York State Department of Health
Certificate of Need Application

Schedule 14A

NOT APPLICABLE

Schedule 14A - Additional Legal Information - Article 28 Business Corporations

Instructions:

Article 28 applicants seeking establishment or combined establishment and construction approval that are business corporations must complete this schedule.

N.B.: Whenever a requested legal document has been amended, modified, or restated, all amendment(s), modification(s) and/or restatement(s) should also be submitted.

Business Corporations:

A. Affidavits: Attach the originals of stockholder affidavits from each stockholder including the specific information set forth in 10 NYCRR 620.1(b).

B. Stock Certificate: Attach a sample stock certificate including the specific language set forth in 10 NYCRR 620.1(a)(4).

N.B.: The Certificate of Incorporation must comply with the language requirements set forth in 10 NYCRR 620.1(a).

C. Limited Liability Corporation Stockholders: Does the applicant have any stockholders that are limited liability companies (LLCs)?

Yes No

If yes, identify each LLC-stockholder in the following table:

Name of LLC Shareholder:	Address

D. Documentation for LLC Stockholders: For each LLC-stockholder (2nd Level Stockholder), attach the following documentation:

1. A list providing the name, membership interest and percentage ownership interest in the 2nd Level Stockholder and indirect ownership percentage in the Article 28 business corporation. (Indirect ownership is determined by multiplying the percentage of ownership in each entity. For example, if A owns 10 percent of a 2nd Level Stockholder which itself owns 80 percent of an Article 28 business corporation, A owns an indirect ownership interest of eight percent in the Article 28 business corporation.) for each member;

N.B.: All members of the 2nd Level Stockholder must be natural persons.

2. A list of all managers;
3. Articles of Organization; and
4. Operating Agreement.

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

Schedule 14A

E. Articles of Organization: In addition to any other provisions required by the Limited Liability Company Law, the Articles of Organization of the 2nd Level Stockholder must include provisions to the following effect:

1. That all members of must be natural persons and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health; and
2. That notwithstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with section 2801-a(4)(c) of the Public Health Law and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health.

F. Operating Agreement: The Operating Agreement of the 2nd Level Stockholder must include provisions to the following effect:

- a. That all members must be natural persons and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health;
- b. That notwithstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with section 2801-a(4)(c) of the Public Health Law and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health; and
- c. That, if the 2nd Level Stockholder will be managed by managers who are not members, the following powers with respect to the ownership and operation of the Article 28 business corporation are reserved to the members of the 2nd Level Stockholder:
 - i. direct independent authority over the appointment or dismissal of hospital management-level employees and medical staff,
 - ii. approval of hospital operating and capital budgets and independent control of the books and records,
 - iii. adoption or approval of hospital operating policies and procedures and independent adoption of policies affecting the delivery of health care services,
 - iv. authority over the disposition of assets and authority to incur liabilities not normally associated with day-today operations,
 - v. approval of certificate of need applications filed by or on behalf of the hospital,
 - vi. approval of hospital debt necessary to finance the cost of compliance with operational or physical plant standards required by law,
 - vii. approval of hospital contracts for management or for clinical services, and
 - viii. approval of settlements of administrative proceedings or litigation to which the hospital is a party, and that this provision may not be deleted, modified or amended without the prior approval of the Department of Health.

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

Schedule 14A

SCHEDULE 14A CHECKLIST OF ATTACHMENTS

DOCUMENT	NA	Atta- ched	Attach- ment number	Electronic Document file name
Business Corporations:				
Stockholder affidavits	<input type="checkbox"/>	<input type="checkbox"/>		
Sample stock certificate	<input type="checkbox"/>	<input type="checkbox"/>		
Stockholder-LLCs	<input type="checkbox"/>	<input type="checkbox"/>		
List of members	<input type="checkbox"/>	<input type="checkbox"/>		
List of managers	<input type="checkbox"/>	<input type="checkbox"/>		
Articles of Organization	<input type="checkbox"/>	<input type="checkbox"/>		
Operating Agreement	<input type="checkbox"/>	<input type="checkbox"/>		

Schedule 14B Additional Legal Information Article 28 Limited Liability Companies

Instructions:

Article 28 applicants seeking establishment or combined establishment and construction approval that are *limited liability companies* must complete this Schedule in its entirety.

N.B.: Whenever a requested legal document has been amended, modified, or restated, all amendment(s), modification(s) and/or restatement(s) should also be submitted.

I. Articles of Organization

Provisions to the following effect must be included:

- A. The name of the LLC which must contain either the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.";
- B. Designation of the Secretary of State as agent of the LLC for service of process and an address to which the Secretary of State may mail a copy of any such process;
- C. How the LLC will be managed and that neither the management structure nor the provision setting forth such structure may be deleted, modified or amended without the prior approval of the New York State Department of Health;
- D. If the LLC will be managed by managers who are not members, that the manager may not be changed without the prior approval of the New York State Department of Health;
- E. That the powers and purposes of the LLC are limited to the ownership and operation of the Article 28 facility specifically named and the location of the facility by street address, city, town, village or locality and county;

N.B.: The powers and purposes may also include the operation of an Article 36 facility, an Article 40 facility and/or an Article 44 entity if the applicant has received all appropriate approvals and certifications.

- F. The location of the principal office of the LLC, which must be the same address as the facility; and
- G. That notwithstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of New York State Department of Health membership interests or voting rights must be effectuated in accordance with section 2801-a(4)(b) of the Public Health Law.

II. Operating Agreement

Provisions to the following effect must be included:

- A. That the powers and purposes of the LLC are limited to the ownership and operation of the Article 28 facility specifically named and the location of the facility by street address, city, town, village or locality and county;
- B. That notwithstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with section 2801-a(4)(b) of the Public Health Law;
- C. How the LLC will be managed and that neither the management structure nor the provision setting forth such structure may be deleted, modified or amended without the prior approval of the Department of Health;
- D. If the LLC will be managed by managers who are not members, that the manager may not be changed without the prior approval of the Department of Health; and

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

Schedule 14B

E. If the LLC will be managed by managers who are not members, that the following powers are reserved to the members:

- (i) direct independent authority over the appointment or dismissal of hospital management-level employees and medical staff;
- (ii) approval of hospital operating and capital budgets and independent control of the books and records;
- (iii) adoption or approval of hospital operating policies and procedures and independent adoption of policies affecting the delivery of health care services;
- (iv) authority over the disposition of assets and authority to incur liabilities not normally associated with day-to-day operations;
- (v) approval of certificate of need applications filed by or on behalf of the hospital;
- (vi) approval of hospital debt necessary to finance the cost of compliance with operational or physical plant standards required by law;
- (vii) approval of hospital contracts for management or for clinical services; and
- (viii) approval of settlements of administrative proceedings or litigation to which the hospital is a party.

III. Management

Will the applicant be managed by managers who are not members?

Yes No

If yes, attach the proposed Management Agreement between the applicant and the manager, which must meet the following requirements and be approved by the Commissioner.

A. The management agreement must include provisions to the following effect:

- 1. A description of the proposed roles of the members of the Article 28 LLC during the period of the proposed management contract, which must clearly reflect retention by the members of ongoing responsibility for statutory and regulatory compliance,
- 2. A provision that clearly recognizes that the responsibilities of the members of the Article 28 LLC are in no way obviated by entering into a management agreement and that any powers not specifically delegated to the manager through the provisions of the management agreement remain with the members,
- 3. The following powers are reserved to the members of the Article 28 LLC:
 - i. direct independent authority over the appointment or dismissal of hospital management-level employees and medical staff;
 - ii. approval of hospital operating and capital budgets and independent control of the books and records;
 - iii. adoption or approval of hospital operating policies and procedures and independent adoption of policies affecting the delivery of health care services;
 - iv. authority over the disposition of assets and authority to incur liabilities not normally associated with day-to-day operations;
 - v. approval of certificate of need applications filed by or on behalf of the hospital;
 - vi. approval of hospital debt necessary to finance the cost of compliance with operational or physical plant standards required by law;

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

Schedule 14B

- vii. approval of hospital contracts for management or for clinical services; and
- viii. approval of settlements of administrative proceedings or litigation to which the hospital is a party; and that this provision may not be deleted; modified or amended without the prior approval of the Department of Health.

4. The following language:

"Notwithstanding any other provision in this contract, the facility remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.",

- 5. A plan for assuring maintenance of the fiscal stability, the level of services provided and the quality of care rendered by the facility during the term of the management agreement, and
- 6. Retention of authority by the members of the Article 28 LLC to discharge the manager and its employees from their positions at the facility with or without cause on not more than 90 days' notice. In such event, the facility shall notify the Department in writing at the time the manager is notified. The members of the Article 28 LLC must provide a plan for the operation of the facility subsequent to the discharge of the manager and such plan must be submitted with the notification to the Department.
- 7. That the manager may not be changed and its responsibilities and obligations under the management agreement may not be subcontracted, assigned or otherwise assumed without the prior approval of the Department of Health;

B. The members of the Article 28 LLC must retain sufficient authority and control to discharge its statutory and regulatory responsibility. The following powers must be specifically reserved to the Article 28 LLC members:

- i. Direct independent authority over the appointment or dismissal of the facility's management-level employees and medical staff,
- ii. Approval of the facility's operating and capital budgets and independent control of the books and records,
- iii. Adoption or approval of the facility's operating policies and procedures and independent adoption of policies affecting the delivery of health care services,
- iv. Authority over the disposition of assets and authority to incur liabilities not normally associated with day-to-day operations,
- v. Approval of certificate of need applications filed by or on behalf of the facility,
- vi. Approval of debt necessary to finance the cost of compliance with operational or physical plant standards required by law,
- vii. Approval of the facility's contracts for management or for clinical services, and
- viii. Approval of settlements of administrative proceedings or litigation to which the facility is a party;

C. An Article 28 LLC desiring to be managed by managers who are not members must submit a proposed written management agreement to the Department at least 60 days before the intended effective date, unless a shorter period is approved in writing by the Commissioner, due to extraordinary circumstances. In addition, the Article 28 LLC shall also submit, within the same time frame, the following:

- 1. Documentation demonstrating that the proposed manager holds all necessary approvals to do business within New York,

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

Schedule 14B

- 2. Documentation of the goals and objectives of the management arrangement, including a mechanism for periodic evaluation by the members of the Article 28 LLC of the effectiveness of the arrangement in meeting those goals and objectives,
- 3. Evidence of the manager's financial stability,
- 4. Information necessary to determine that the character and competence of the proposed manager, and its principals, officers and directors, are satisfactory, including evidence that all facilities it has managed within New York have provided a substantially consistent high level of care in accordance with applicable statutes and regulations, during the term of any management agreement contract or the period they held an operating certificate, and
- 5. Evidence that it is financially feasible for the facility to enter into the proposed management agreement for the term of the agreement and for a period of one year following expiration, recognizing that the costs of the agreement are subject to all applicable provisions of Part 86 of 10 NYCRR. To demonstrate evidence of financial feasibility, the facility shall submit projected operating and capital budgets for the required periods. Such budgets shall be consistent with previous certified financial statements and be subject to future audits;

D. During the period between a facility's submission of a request for initial approval of a management contract and disposition of that request, a facility may not enter into any arrangement for management contract services other than a written interim consultative agreement with the proposed manager. Any interim agreement must be consistent with these provisions and submitted to the Department no later than five days after its effective date.

E. The term of a management contract shall be limited to three years and may be renewed for additional periods not to exceed three years only when authorized by the Commissioner. The Commissioner shall approve an application for renewal provided that compliance with this section and the following provisions can be demonstrated:

- 1. That the goals and objectives of the arrangement have been met within specified time frames,
- 2. That the quality of care provided by the facility during the term of the arrangement has been maintained or has improved, and
- 3. That the level of service to meet community needs and patient access to care and services has been maintained or improved.

IV. Membership Certificates

Does the applicant intend to issue membership certificates?

Yes No

If yes, attach a sample membership certificate including the following legend:

"That notwithstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with section 2801-a(4)(b) of the Public Health Law."

V. Business Corporation Members

Does the applicant have any members which are business corporations?

Yes No

If yes:

A. Identify each business corporation-member (2nd level member) in the following table:

—

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

Schedule 14B

2 nd Level Member:	Address

B. For each business corporation-member, attach the following documentation:

1. A list providing the name, stock interest and percentage ownership interest in the 2nd Level Member and indirect ownership percentage in the Article 28 LLC for each stockholder. (Indirect ownership is determined by multiplying the percentage of ownership in each entity. For example, if A owns 10 percent of a 2nd Level Member which itself owns 80 percent of an Article 28 LLC, A owns an indirect ownership interest of eight percent in the Article 28 LLC.);

N.B.: All stockholders of the 2nd Level Member must be natural persons.

2. A list providing the name and position held for each officer and director; and
3. Certificate of Incorporation. In addition to any other provisions required by the Business Corporation Law, the Certificate of Incorporation of the 2nd Level Member must include provisions to the following effect:
 - a. That all stockholders must be natural persons and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health; and
 - b. That notwithstanding anything to the contrary in the Certificate of Incorporation or the Bylaws, transfers, assignments or other dispositions of ownership interests or voting rights must be effectuated in accordance with section 2801-a(4)(b) of the Public Health Law and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health.

VI. General or Registered Limited Liability Partnership Members

Does the applicant have any members which are general or registered limited liability partnerships?

Yes No

If yes:

A. Identify each partnership-member (2nd level member) in the following table:

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

Schedule 14B

2 nd Level Member:	Address

B. For each partnership-member, attach the following documentation:

- 1 A list providing the name, partnership interest and percentage ownership interest in the 2nd Level Member and indirect ownership percentage in the Article 28 LLC for each partner. (Indirect ownership is determined by multiplying the percentage of ownership in each entity. For example, if A owns 10 percent of a 2nd Level Member which itself owns 80 percent of an Article 28 LLC, A owns an indirect ownership interest of eight percent in the Article 28 LLC.); and

N.B.: All partners of the 2nd Level Member must be natural persons.

- 2 The Partnership Agreement of the 2nd Level Member must include provisions to the following effect:
 - a. That all partners must be natural persons and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health;
 - b. That transfers, assignments or other dispositions of partnership interests or voting rights must be effectuated in accordance with section 2801-a(4)(b) of the Public Health Law and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health.

VII. Not-for-Profit Corporation Members

Does the applicant have any members which are not-for-profit corporations?

Yes No

If yes:

A. Identify each not-for-profit corporation-member (2nd Level Member):

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

Schedule 14B

2nd Level Member:	Address

B. For each not-for-profit corporation-member, attach the following documentation:

- 1 A list providing the name and interest or position held for each member, director, and officer;
- 2 Certificate of Incorporation; and
- 3 Bylaws.

C. Are any of the following powers reserved to any of the corporation's member(s):

Appointment or dismissal of hospital management-level employees and medical staff, except the election or removal of corporate officers.

Yes No

Member:

Approval of hospital operating and capital budgets.

Yes No

Member:

Adoption or approval of hospital operating policies and procedures.

Yes No

Member:

Approval of certificate of need applications filed by or on behalf of the hospital

Yes No

Member:

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

Schedule 14B

If yes, attach documentation of approval for this application.

Approval of hospital debt necessary to finance the cost of compliance with operational or physical plant standards required by law.

Yes No

Member:

Approval of hospital contracts for management or for clinical services.

Yes No

Member:

Approval of settlements of administrative proceedings or litigation to which the hospital is a party, except approval of settlements of litigation that exceed insurance coverage or any applicable self-insurance fund.

Yes No

Member:

N.B.: If any of the corporation's members have been or will be delegated any of these powers, the member itself must have or obtain establishment approval as an active 2nd level member. If so, submit Schedule 2A for each individual listed in item B(1) above. Directors who contribute capital in support of the project must also submit Schedule 2B. Directors who do not contribute capital in support of the project must also submit Schedule 2C.

VIII. Limited Liability Company Members

Does the applicant have any members which are also LLCs?

Yes No

If yes:

A. In the following table, identify each LLC 2nd level member :

2 nd Level Member	Address

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

Schedule 14B

2 nd Level Member	Address

B. For each LLC-member, attach the following documentation:

- 1 A list providing the name, membership interest and percentage ownership interest in the 2nd Level Member and indirect ownership percentage in the Article 28 LLC. (Indirect ownership is determined by multiplying the percentage of ownership in each entity. For example, if A owns 10 percent of a 2nd Level Member which itself owns 80 percent of an Article 28 LLC, A owns an indirect ownership interest of eight percent in the Article 28 LLC.)

N.B.: All members of the 2nd Level Member must be natural persons.

- 2 A list of all managers;
- 3 Articles of Organization; and
- 4 Operating Agreement.

C. In addition to any other provisions required by the Limited Liability Company Law, the Articles of Organization of the 2nd Level Member must include provisions to the following effect:

- 1 That all members must be natural persons and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health;
- 2 That transfers, assignments or other dispositions of membership interests or voting rights must be effectuated in accordance with section 2801-a(4)(b) of the Public Health Law and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health.

D. The Operating Agreement of the 2nd Level Member must include provisions to the following effect:

- 1 That all members must be natural persons and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health,
- 2 That notwithstanding anything to the contrary in the Articles of Organization or the Operating Agreement, transfers, assignments or other dispositions of membership interests or voting rights

New York State Department of Health Certificate of Need Application

Schedule 14B

must be effectuated in accordance with section 2801-a(4)(b) of the Public Health Law and that this provision may not be deleted, modified or amended without the prior approval of the New York State Department of Health; and

- 3 That, if the 2nd Level Member will be managed by managers who are not members, that the following powers with respect to the ownership and operation of the Article 28 LLC are reserved to the members of the 2nd Level Member:
 - (i) direct independent authority over the appointment or dismissal of hospital management-level employees and medical staff;
 - (ii) approval of hospital operating and capital budgets and independent control of the books and records;
 - (iii) adoption or approval of hospital operating policies and procedures and independent adoption of policies affecting the delivery of health care services;
 - (iv) authority over the disposition of assets and authority to incur liabilities not normally associated with day-today operations;
 - (v) approval of certificate of need applications filed by or on behalf of the hospital;
 - (vi) (approval of hospital debt necessary to finance the cost of compliance with operational or physical plant standards required by law;
 - (vii) approval of hospital contracts for management or for clinical services; and
 - (viii) approval of settlements of administrative proceedings or litigation to which the hospital is a party; and that this provision may not be deleted; modified or amended without the prior approval of the Department of Health.

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

Schedule 14B

SCHEDULE 14B CHECKLIST OF ATTACHMENTS

DOCUMENT	NA	Atta- ched	Attach- ment number	Electronic Document file name
Management Agreement	<input type="checkbox"/>	<input type="checkbox"/>		
Sample membership certificate	<input type="checkbox"/>	<input type="checkbox"/>		
Business Corporation- Members				
Members	<input type="checkbox"/>	<input type="checkbox"/>		
List of stockholders	<input type="checkbox"/>	<input type="checkbox"/>		
List of officers and directors	<input type="checkbox"/>	<input type="checkbox"/>		
Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>		
Not-for-Profit Corporation- Members				
Members	<input type="checkbox"/>	<input type="checkbox"/>		
List of members	<input type="checkbox"/>	<input type="checkbox"/>		
List of officers and directors	<input type="checkbox"/>	<input type="checkbox"/>		
Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>		
Bylaws	<input type="checkbox"/>	<input type="checkbox"/>		
Documentation of approval for the application	<input type="checkbox"/>	<input type="checkbox"/>		
Limited Liability Company - Members				
Members	<input type="checkbox"/>	<input type="checkbox"/>		
List of members	<input type="checkbox"/>	<input type="checkbox"/>		
List of managers	<input type="checkbox"/>	<input type="checkbox"/>		
Articles of Organization	<input type="checkbox"/>	<input type="checkbox"/>		
Operating Agreement	<input type="checkbox"/>	<input type="checkbox"/>		
General or Registered Limited Liability Company - Members				
List of Partners	<input type="checkbox"/>	<input type="checkbox"/>		
Partnership Agreement	<input type="checkbox"/>	<input type="checkbox"/>		

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

Schedule 14C

3. Bylaws.

III. Reserved Powers

A. Are or will any of the following powers be reserved to any of the applicant's member(s):

Appointment or dismissal of hospital management-level employees and medical staff, except the election or removal of corporate officers.

Yes No

Member:

Approval of hospital operating and capital budgets.

Yes No

Member:

Adoption or approval of hospital operating policies and procedures.

Yes No

Member:

Approval of certificate of need applications filed by or on behalf of the hospital.

Yes No

Member:

If yes, attach documentation of approval for this application.

A. Approval of hospital debt necessary to finance the cost of compliance with operational or physical plant standards required by law.

Yes No

Member:

Approval of hospital contracts for management or for clinical services.

Yes No

Member:

Approval of settlements of administrative proceedings or litigation to which the hospital is a party, except approval of settlements of litigation that exceed insurance coverage or any applicable self-insurance fund.

Yes No

Member:

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

Schedule 14C

N.B.: If any of the applicant's members have been or will be delegated any of these powers, the member itself must have or obtain establishment approval. If so, submit Schedule 2a for each individual listed in item B(1) above. Directors who contribute capital to the project must also submit Schedule 2b. Directors who do not contribute capital to the project must also submit Schedule 2c.

B. Do any of the applicant's members reserve the power to approve certificate of need applications to ensure that they conform to the facility's stated mission and philosophy?

Yes No

Member:

If yes, attach documentation of approval for this application.

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

Schedule 14C

SCHEDULE 14C CHECKLIST OF ATTACHMENTS

DOCUMENT	NA	Atta- ched	Attach- ment number	Electronic Document file name
Members	<input type="checkbox"/>	<input type="checkbox"/>		
List of officers and directors	<input type="checkbox"/>	<input type="checkbox"/>		
Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>		
Bylaws	<input type="checkbox"/>	<input type="checkbox"/>		

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

Schedule 14D

Schedule 14D Additional Legal Information - Article 28 General or Registered Limited Liability Partnerships

Instructions:

1. The language in Section A of this schedule must be included in the Partnership Agreements for Article 28 applicants seeking establishment or combined establishment and approval that are partnerships.
2. The language in section B of this schedule must be included in the Certificate of Registration for Article 28 applicants seeking establishment or combined establishment and construction approval that are registered limited liability partnerships.

N.B.: Whenever a requested legal document has been amended, modified, or restated, all amendment(s), modification(s) and/or restatement(s) should also be submitted.

- A. Partnership Agreement – The language in section 600.1(5)(ii) of 10NYCRR must be included in its entirety for general or registered limited liability partnerships.
- B. Certificate of Registration – must include provisions to the following effect::
 1. That the powers and purposes specifically include the ownership and operation of the facility and the name of the facility; and
 2. That, notwithstanding anything to the contrary in the Certificate of Partnership agreement, transfers, assignments or other dispositions of partnership interests or voting rights must be effectuated in accordance with section 2801-4(b) of the PHL.

SCHEDULE 14D CHECKLIST OF ATTACHMENTS

DOCUMENT	NA	Attached	Attach-ment number	Electronic Document file name
Certificate of Registration	<input type="checkbox"/>	<input type="checkbox"/>		

Schedule 17 A - Diagnostic and Treatment Center Program Information.

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

Instructions: In the space below, briefly indicate how the facility intends to comply with state and federal regulations. If the application involves conversion of an existing practice, state who owns the practice and how the conversion will be done. If there are other entities utilizing the same space or resources, please state exactly how the space and resources will be allocated. Also, provide a description of the other entities.

Michael Molaei, M.D. will be the operator of the Article 28 Diagnostic and Treatment Center proposed in this application. The physician practice which he currently owns, Parkmed NYC, is accredited by the Accreditation Association for Ambulatory Health Care. Thus, Dr. Molaei and his practice has experience in compliance with rigorous standards and will utilize this experience in complying with all State and Federal regulations that apply to Article 28 Diagnostic and Treatment Centers in New York State.

Schedule 17 B - Community Need

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

Public Need Summary:

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

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

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

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

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

- (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

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

Quality and Accreditation:

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:
 - a. Programs specially tailored to the health needs of the population of the service area.
 - b. Grant funded programs.
 - c. Scholarships or fellowships.

3. Describe the applicant's experience or track record serving similar populations:

**Primary and Specialty Care Services Review Criteria:
Expansion of Services**

When a CON application proposes conversion of a group or solo medical practice to Article 28 status, the applicant must provide a written analysis of the effect of the proposal on the following factors:

1. The full time equivalent (FTE) number of primary care physicians and specialists, by specialty, engaged in the practice after the conversion compared with the number before conversion.

2. The (FTE) number of non-physician providers of primary care and specialty care, by specialty, such as Physician Assistants, Certified Nurse Practitioners, Physical Therapists, and Dental Assistants after the conversion compared with the number before conversion.

3. The number of primary care and specialty visits, by specialty, after the conversion compared with the number before conversion.

4. The array of services to underserved clients after the conversion compared with the number before conversion.

Target Population and Service Area:

All applications involving primary care services must provide a written analysis that clearly demonstrates that the proposal meets at least one of the following criteria. For criteria that do not apply, enter "not applicable":

1. The proposed clinic is in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA).

2. The population to be served exhibits poor health status, as measured by factors such as high levels of inpatient discharges for ambulatory care sensitive conditions (ACSC), incidences of diseases and conditions in excess of standards in Healthy People 2010 or other pertinent indicators.

3. The primary care services of the proposed clinic will be targeted to a group or population with special needs or conditions that make it difficult for them to obtain adequate primary care in clinics or physician practices serving the general population. Examples of such needs and conditions are:
- Developmental disabilities.
 - HIV.
 - Alcohol Substance Abuse.
 - Health needs relating to aging.
 - Mental Health needs.
 - Homelessness
 - Linguistic or cultural barriers in obtaining access to primary care.

Capacity of Existing Primary Care Providers

The project narrative should describe existing primary care services in the proposed service area. The narrative should include the number and location of existing D&TCs, extension clinics and part-time clinics and a summary of primary care services available through private practices. The narrative should indicate whether travel time and transportation are factors in access to primary care. Examples of travel related issues include topography, seasonal weather conditions, and availability of public transportation. Applicants are not expected to describe the volume of services delivered by existing providers, since they will rarely have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

In instances where the target area is likely to already have significant primary care resources, the CON proposal will be viewed for the following need related factors:

- The ratio of primary care physicians to population in the proposed service area. HPSA uses a ratio of 1.0 FTE physicians to 3000 persons; Medicaid Managed Care uses a ratio of 1 to 1500.
- The number of primary care physicians in the proposed service area who are "active" in serving the Medicaid population. This is often measured as physicians who are reimbursed \$5000 or more per year by Medicaid.
- The annual number of primary care visits per person by Medicaid eligible persons in the proposed service area. An average lower than 2.0 visits per person is often considered a problem.
- The percentage of the Medicaid population that is enrolled in Managed care will be taken into account where appropriate.
- The current volume of primary care visits to existing D&TC and Extension clinics.

Not all of the above criteria need be evaluated for all applications. The number will vary depending on the type and location of services proposed and on how thoroughly the application addresses need in the project narrative and the related schedules.

Need Review for Specialty Clinics:

Applications not involving primary care services must also provide a written analysis that clearly demonstrates that the need exists for the proposed services

1. Is the proposed clinic in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA)?

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

Schedule 17B

2. Describe in very specific terms the patients who require the specialty services, including the number of patients and their specific health problems, and how the proposed facility will meet their needs better than existing providers.

3. In the case of Dental clinics, is the application supported by the local Health Department? Is the proposal supported by the Department of Health's Bureau of Dental Services? Is the applicant participating in current dental health initiatives? Has the applicant consulted with resources such as the New York State Oral Health Technical Assistance Center?

Parkmed NYC CON Schedule 17B

SCHEDULE 17 B - COMMUNITY NEED

Public Need Summary

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

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

The current office-based practice, Parkmed NYC which was established in December 2009, is a major provider of _____ and other reproductive health services for women who reside largely in New York City. An analysis of the 46 zip codes where 55.1 percent of the office's patients reside indicates that the majority reside in the New York City boroughs of the Bronx and Manhattan (77.1 percent). The patient origin data are presented in Table 1.

**Table 1
Patient Origin by Zip Code
2012**

<i>Location</i>	<i>Percent</i>
Bronx	42.4
Manhattan	34.7
Brooklyn	20.1
Queens	1.5
Staten Island	1.3
Total	100.0

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

Parkmed NYC, the physician practice proposing the Article 28 Diagnostic and Treatment Center in this application, currently serves a patient population that has a variety of insurance coverage as is demonstrated in the data presented in Table 2. The most frequent payor, representing nearly one-half of its patients (49.5 percent) is the New York State Medicaid program.

**Table 2
Payor Mix
2012**

<i>Insurer</i>	<i>Percent</i>
New York Medicaid	49.5
Commercial Insurance	26.3
Private Pay	13.9
Medicaid Managed Care	4.6
Union	5.7
Total	100.0

The data on patients served by race in 2012 by the Parkmed NYC physician practice which are displayed in Table 3 indicate that nearly one-half (45.6 percent) were African American with the White population accounting for over one-quarter (28.8 percent).

**Table 3
Patients by Race
2012**

<i>Race</i>	<i>Percent</i>
African American	45.6
White	28.8
Hispanic	6.6
Asian	2.1
Unreported	13.2
Other	3.7
Total	100.0

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

Parkmed NYC is currently an office-based physician practice where _____ services and a comprehensive range of reproductive healthcare services are provided. In 2012 the practice performed _____. The office was also the site of over 7,659 GYN and Family Planning visits. It is anticipated that a similar volume of _____ and office visits will continue in the future if the proposed Diagnostic and Treatment Center is approved.

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

As described in Number 3 previously, patients are currently receiving services in the Parkmed NYC physician-based practice that are similar in nature to those which will be provided in the proposed Article 28 Diagnostic and Treatment Center.

4. (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

This project is consistent with Parkmed NYC's goal of providing the highest quality women's reproductive health services. By seeking licensure as an Article 28 Diagnostic and Treatment Center, the organization is expressing its desire to meet women's needs through a New York State licensed facility which will be accredited and regulated in accordance with State requirements.

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

As expressed previously, the services to be provided in Diagnostic and Treatment Center proposed in this application are currently being provided in the private physician practice Parkmed NYC.

QUALITY AND ACCREDITATION

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

Parkmed NYC is accredited by the Accreditation Association for Ambulatory Health Care.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:

N/A

- a. Programs specially tailored to the health needs of the population of the service**
- b. Grant funded programs.**
- c. Scholarships or fellowships.**

N/A

3. Describe the applicant's experience or track record serving similar populations:

As documented previously under Public Need, the Diagnostic and Treatment Center applicant through Parkmed NYC has been serving similar populations since December 2009 in its office-based practice.

PRIMARY AND SPECIALTY CARE SERVICES REVIEW CRITERIA:

Expansion of Services

When a CON application proposes...

1. The full time equivalent (FTE) number of primary care physicians...

The proposed Diagnostic and Treatment Center will provide abortion services as well as primary care services. The staffing at the proposed facility will be similar to that currently in place at the physician practice (Parkmed NYC) which includes four FTE Gynecologists.

2. The (FTE)...

There are currently no non-physician providers of primary care and specialty care and none are proposed for the Diagnostic and Treatment Center.

3. The number...

The number of primary care visits (GYN and Family Planning) in the Parkmed NYC physicians practice was 7,659 in 2012 and is projected to be similar in the initial year of operation of the proposed Diagnostic and Treatment Center.

4. The array.....

The full array of services provided to underserved clients after the proposed conversion to an Article 28 Diagnostic and Treatment Center will be the same as currently exists in the private practice of Parkmed NYC.

TARGET POPULATION AND SERVICE AREA:

All applications involving primary care services...

1. The proposed clinic is in an...

N/A

2. The population to be served exhibits poor health status,.....

In excess of 50 percent of the populations served by Parkmed NYC are currently enrolled in Medicaid and Medicaid managed care. They will receive services in the future at the proposed Diagnostic and Treatment Center and it is well documented that this is a population that frequently exhibits poor health status.

3. The primary care...

The primary care services to be provided in the proposed Diagnostic and Treatment Center will focus on women's reproductive health care. Many of these women will receive these services along with the abortion services to be provided in the facility.

NEED REVIEW FOR SPECIALTY CLINICS:

1. *Is the proposed clinic...*

N/A

2. *Describe in very specific terms the patient who...*

Abortion services will be provided in the proposed Diagnostic and Treatment Center. These services are currently being provided in the Parkmed NYC physician practice. The conversion of this practice to a Diagnostic and Treatment Center which is licensed and regulated by the New York State Department of Health will assure that quality services will be available to those in need. In 2012, [REDACTED] were performed at Parkmed NYC's office practice.

3. *In the case of Dental clinics...*

N/A

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

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location

For Chronic Dialysis Services only, enter only location below and proceed to page 2

Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes

Column d: Mark "x" in the box this CON application seeks to add. **Column e:** Mark "x" in the box this CON application seeks to decertify.

Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION: <small>(Enter street address of facility)</small>	<input type="checkbox"/> MOBILE CLINIC DESIGNATION (217) * <small>Check box only if extension clinic is mobile (A mobile clinic must be an extension clinic with a fixed main site)</small>
---	---

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDICS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P(See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each site where the Mobile Clinic vehicle will be parked to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.

** AMBULATORY SURGERY requires additional approval by Medicare

*** MENTAL HEALTH requires additional approval by Office of Mental Health

**** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from: Project Management Group, Division of Health Facility Planning, Offices of Primary Care and Health Systems Management, New York State Department of Health, Corning Tower, ESP, Room 1842, Albany, NY 12237

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

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS – HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

END STAGE RENAL DISEASE (ESRD)

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TABLE 17C-1(b) PROCEDURES	Last 12 mos	2 years prior	3 years prior
CHRONIC DIALYSIS			

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

END STAGE RENAL DISEASE (cont.)

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

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

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

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

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

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

Schedule 17C

Table 17C-2 - Projected Utilization of Services:

The number of projected "visits" should be listed in this table for each existing or proposed certified service. Visits should be estimated for the current, first and third year of the project.

Service Classification Code	Description	Current Year Visits	Year of Project (2014)	3rd Full Year of Project (2016)
	Medical Visits	Not Applicable	7,659	7,813
	Procedures		10,224	10,429
Total Visits		0	17,883	18,242

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 1 from 1/1/2014 to 12/31/2014

a	b	c		d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution	
328	TOTAL ADJUSTED COSTS	\$ 1,565,000	\$ 219,100	\$ 77,580	\$ 444,743	\$ 2,443,587		\$ 4,750,009		\$ 4,750,009	
	I. Core Cost Centers										
329	a. Administration	\$ 579,000	\$ 81,060	\$ 71,580	\$ 31,000	\$ 413,000		\$ 1,175,640	138,606	\$ 1,314,246	
330	b. Facility	\$ 54,000	\$ 7,560	\$ 6,000		\$ 433,395		\$ 500,955	\$ (500,955)	\$ -	
331	c. Patient Transportation							\$ -			
332	Subtotal	\$ 633,000	\$ 88,620	\$ 77,580	\$ 31,000	\$ 846,395	\$ -	\$ 1,676,595	\$ (362,349)	\$ 1,314,246	
	II. Patient Care Cost Centers										
	a. Multi-service, child health										
342	1. Medical	\$ 932,000	\$ 130,480		\$ 413,743	\$ 1,597,192		\$ 3,073,414	\$ 362,349	\$ 3,435,764	
343	2. Dental										
344	3. Laboratory										
345	4. X-ray										
346	5. Pharmacy										
	6. Mental Health										
347	7. Rehab Therapies										
348	8. Other Health										
349	SUBTOTAL a	\$ 932,000	\$ 130,480	\$ -	\$ 413,743	\$ 1,597,192	\$ -	\$ 3,073,414	\$ 362,349	\$ 3,435,764	

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2015 to 12/31/2015

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,619,775	\$ 226,769	\$ 79,907	\$ 462,342	\$ 2,514,435		\$ 4,903,228		\$ 4,903,228
	I. Core Cost Centers									
329	a. Administration	\$ 599,265	\$ 83,897	\$ 73,727	\$ 31,930	\$ 425,390		\$ 1,214,210	142,728	\$ 1,356,937
330	b. Facility	\$ 55,890	\$ 7,825	\$ 6,180		\$ 445,846		\$ 515,741	\$ (515,741)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 655,155	\$ 91,722	\$ 79,907	\$ 31,930	\$ 871,236	\$ -	\$ 1,729,950	\$ (373,013)	\$ 1,356,937
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 964,620	\$ 135,047		\$ 430,412	\$ 1,643,199		\$ 3,173,278	\$ 373,013	\$ 3,546,291
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 964,620	\$ 135,047	\$ -	\$ 430,412	\$ 1,643,199	\$ -	\$ 3,173,278	\$ 373,013	\$ 3,546,291

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2016 to 12/31/2016

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,676,467	\$ 234,705	\$ 82,305	\$ 480,649	\$ 2,593,364		\$ 5,067,490		\$ 5,067,490
	I. Core Cost Centers									
329	a. Administration	\$ 620,239	\$ 86,833	\$ 75,939	\$ 32,888	\$ 438,152		\$ 1,254,052	146,778	\$ 1,400,830
330	b. Facility	\$ 57,846	\$ 8,098	\$ 6,365		\$ 458,659		\$ 530,969	\$ (530,969)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 678,085	\$ 94,932	\$ 82,305	\$ 32,888	\$ 896,810	\$ -	\$ 1,785,020	\$ (384,190)	\$ 1,400,830
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 998,382	\$ 139,773		\$ 447,762	\$ 1,696,553		\$ 3,282,470	\$ 384,190	\$ 3,666,661
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 998,382	\$ 139,773	\$ -	\$ 447,762	\$ 1,696,553	\$ -	\$ 3,282,470	\$ 384,190	\$ 3,666,661

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$0
		Managed Care	\$3,350,355
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
Bad Debt			
Ordered Ambulatory Services			
	TOTAL		\$6,761,047
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		
IV. Total Revenue (I, II, and III)			\$6,761,047

New York State Department of Health
 Certificate Of Need Application

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

Charges **			Total Charges	Adjustments
	Commercial	Fee for Service		
	Managed Care			
Medicare	Fee for Service			
	Managed Care			
Medicaid	Fee for Service			
	Managed Care			
Private Pay				
OASAS				
OMH				
Charity Care				
Bad Debt				
Ordered Ambulatory Services				
All Other				
TOTAL			\$0	\$0

Schedule 17 A - Diagnostic and Treatment Center Program Information.

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

Instructions: In the space below, briefly indicate how the facility intends to comply with state and federal regulations. If the application involves conversion of an existing practice, state who owns the practice and how the conversion will be done. If there are other entities utilizing the same space or resources, please state exactly how the space and resources will be allocated. Also, provide a description of the other entities.

Michael Molaei, M.D. will be the operator of the Article 28 Diagnostic and Treatment Center proposed in this application. The physician practice which he currently owns, Parkmed NYC, is accredited by the Accreditation Association for Ambulatory Health Care. Thus, Dr. Molaei and his practice has experience in compliance with rigorous standards and will utilize this experience in complying with all State and Federal regulations that apply to Article 28 Diagnostic and Treatment Centers in New York State.

Schedule 17 B - Community Need

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

Public Need Summary:

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

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

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

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

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

- (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

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

Quality and Accreditation:

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:
 - a. Programs specially tailored to the health needs of the population of the service area.
 - b. Grant funded programs.
 - c. Scholarships or fellowships.

3. Describe the applicant's experience or track record serving similar populations:

**Primary and Specialty Care Services Review Criteria:
Expansion of Services**

When a CON application proposes conversion of a group or solo medical practice to Article 28 status, the applicant must provide a written analysis of the effect of the proposal on the following factors:

1. The full time equivalent (FTE) number of primary care physicians and specialists, by specialty, engaged in the practice after the conversion compared with the number before conversion.

2. The (FTE) number of non-physician providers of primary care and specialty care, by specialty, such as Physician Assistants, Certified Nurse Practitioners, Physical Therapists, and Dental Assistants after the conversion compared with the number before conversion.

3. The number of primary care and specialty visits, by specialty, after the conversion compared with the number before conversion.

4. The array of services to underserved clients after the conversion compared with the number before conversion.

Target Population and Service Area:

All applications involving primary care services must provide a written analysis that clearly demonstrates that the proposal meets at least one of the following criteria. For criteria that do not apply, enter "not applicable":

1. The proposed clinic is in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA).

2. The population to be served exhibits poor health status, as measured by factors such as high levels of inpatient discharges for ambulatory care sensitive conditions (ACSC), incidences of diseases and conditions in excess of standards in Healthy People 2010 or other pertinent indicators.

3. The primary care services of the proposed clinic will be targeted to a group or population with special needs or conditions that make it difficult for them to obtain adequate primary care in clinics or physician practices serving the general population. Examples of such needs and conditions are:
- Developmental disabilities.
 - HIV.
 - Alcohol Substance Abuse.
 - Health needs relating to aging.
 - Mental Health needs.
 - Homelessness
 - Linguistic or cultural barriers in obtaining access to primary care.

Capacity of Existing Primary Care Providers

The project narrative should describe existing primary care services in the proposed service area. The narrative should include the number and location of existing D&TCs, extension clinics and part-time clinics and a summary of primary care services available through private practices. The narrative should indicate whether travel time and transportation are factors in access to primary care. Examples of travel related issues include topography, seasonal weather conditions, and availability of public transportation. Applicants are not expected to describe the volume of services delivered by existing providers, since they will rarely have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

In instances where the target area is likely to already have significant primary care resources, the CON proposal will be viewed for the following need related factors:

- The ratio of primary care physicians to population in the proposed service area. HPSA uses a ratio of 1.0 FTE physicians to 3000 persons; Medicaid Managed Care uses a ratio of 1 to 1500.
- The number of primary care physicians in the proposed service area who are "active" in serving the Medicaid population. This is often measured as physicians who are reimbursed \$5000 or more per year by Medicaid.
- The annual number of primary care visits per person by Medicaid eligible persons in the proposed service area. An average lower than 2.0 visits per person is often considered a problem.
- The percentage of the Medicaid population that is enrolled in Managed care will be taken into account where appropriate.
- The current volume of primary care visits to existing D&TC and Extension clinics.

Not all of the above criteria need be evaluated for all applications. The number will vary depending on the type and location of services proposed and on how thoroughly the application addresses need in the project narrative and the related schedules.

Need Review for Specialty Clinics:

Applications not involving primary care services must also provide a written analysis that clearly demonstrates that the need exists for the proposed services

1. Is the proposed clinic in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA)?

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

Schedule 17B

2. Describe in very specific terms the patients who require the specialty services, including the number of patients and their specific health problems, and how the proposed facility will meet their needs better than existing providers.

3. In the case of Dental clinics, is the application supported by the local Health Department? Is the proposal supported by the Department of Health's Bureau of Dental Services? Is the applicant participating in current dental health initiatives? Has the applicant consulted with resources such as the New York State Oral Health Technical Assistance Center?

Parkmed NYC CON Schedule 17B

SCHEDULE 17 B - COMMUNITY NEED

Public Need Summary

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

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

The current office-based practice, Parkmed NYC which was established in December 2009, is a major provider of [REDACTED] and other reproductive health services for women who reside largely in New York City. An analysis of the 46 zip codes where 55.1 percent of the office's patients reside indicates that the majority reside in the New York City boroughs of the Bronx and Manhattan (77.1 percent). The patient origin data are presented in Table 1.

Table 1
Patient Origin by Zip Code
2012

<i>Location</i>	<i>Percent</i>
Bronx	42.4
Manhattan	34.7
Brooklyn	20.1
Queens	1.5
Staten Island	1.3
Total	100.0

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

Parkmed NYC, the physician practice proposing the Article 28 Diagnostic and Treatment Center in this application, currently serves a patient population that has a variety of insurance coverage as is demonstrated in the data presented in Table 2. The most frequent payor, representing nearly one-half of its patients (49.5 percent) is the New York State Medicaid program.

**Table 2
Payor Mix
2012**

<i>Insurer</i>	<i>Percent</i>
New York Medicaid	49.5
Commercial Insurance	26.3
Private Pay	13.9
Medicaid Managed Care	4.6
Union	5.7
Total	100.0

The data on patients served by race in 2012 by the Parkmed NYC physician practice which are displayed in Table 3 indicate that nearly one-half (45.6 percent) were African American with the White population accounting for over one-quarter (28.8 percent).

**Table 3
Patients by Race
2012**

<i>Race</i>	<i>Percent</i>
African American	45.6
White	28.8
Hispanic	6.6
Asian	2.1
Unreported	13.2
Other	3.7
Total	100.0

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

Parkmed NYC is currently an office-based physician practice where [REDACTED] services and a comprehensive range of reproductive healthcare services are provided. In 2012 the practice performed [REDACTED]. The office was also the site of over 7,659 GYN and Family Planning visits. It is anticipated that a similar volume of [REDACTED] and office visits will continue in the future if the proposed Diagnostic and Treatment Center is approved.

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

As described in Number 3 previously, patients are currently receiving services in the Parkmed NYC physician-based practice that are similar in nature to those which will be provided in the proposed Article 28 Diagnostic and Treatment Center.

4. (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

This project is consistent with Parkmed NYC's goal of providing the highest quality women's reproductive health services. By seeking licensure as an Article 28 Diagnostic and Treatment Center, the organization is expressing its desire to meet women's needs through a New York State licensed facility which will be accredited and regulated in accordance with State requirements.

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

As expressed previously, the services to be provided in Diagnostic and Treatment Center proposed in this application are currently being provided in the private physician practice Parkmed NYC.

QUALITY AND ACCREDITATION

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

Parkmed NYC is accredited by the Accreditation Association for Ambulatory Health Care.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:

N/A

- a. Programs specially tailored to the health needs of the population of the service**
- b. Grant funded programs.**
- c. Scholarships or fellowships.**

N/A

3. Describe the applicant's experience or track record serving similar populations:

As documented previously under Public Need, the Diagnostic and Treatment Center applicant through Parkmed NYC has been serving similar populations since December 2009 in its office-based practice.

PRIMARY AND SPECIALTY CARE SERVICES REVIEW CRITERIA:

Expansion of Services

When a CON application proposes...

1. The full time equivalent (FTE) number of primary care physicians...

The proposed Diagnostic and Treatment Center will provide abortion services as well as primary care services. The staffing at the proposed facility will be similar to that currently in place at the physician practice (Parkmed NYC) which includes four FTE Gynecologists.

2. The (FTE)...

There are currently no non-physician providers of primary care and specialty care and none are proposed for the Diagnostic and Treatment Center.

3. The number...

The number of primary care visits (GYN and Family Planning) in the Parkmed NYC physicians practice was 7,659 in 2012 and is projected to be similar in the initial year of operation of the proposed Diagnostic and Treatment Center.

4. The array.....

The full array of services provided to underserved clients after the proposed conversion to an Article 28 Diagnostic and Treatment Center will be the same as currently exists in the private practice of Parkmed NYC.

TARGET POPULATION AND SERVICE AREA:

All applications involving primary care services...

1. The proposed clinic is in an...

N/A

2. The population to be served exhibits poor health status,.....

In excess of 50 percent of the populations served by Parkmed NYC are currently enrolled in Medicaid and Medicaid managed care. They will receive services in the future at the proposed Diagnostic and Treatment Center and it is well documented that this is a population that frequently exhibits poor health status.

3. The primary care...

The primary care services to be provided in the proposed Diagnostic and Treatment Center will focus on women's reproductive health care. Many of these women will receive these services along with the abortion services to be provided in the facility.

NEED REVIEW FOR SPECIALTY CLINICS:

1. *Is the proposed clinic...*

N/A

2. *Describe in very specific terms the patient who...*

Abortion services will be provided in the proposed Diagnostic and Treatment Center. These services are currently being provided in the Parkmed NYC physician practice. The conversion of this practice to a Diagnostic and Treatment Center which is licensed and regulated by the New York State Department of Health will assure that quality services will be available to those in need. In 2012, [REDACTED] were performed at Parkmed NYC's office practice.

3. *In the case of Dental clinics...*

N/A

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

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location

For Chronic Dialysis Services only, enter only location below and proceed to page 2

Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes

Column d: Mark "x" in the box this CON application seeks to add. **Column e:** Mark "x" in the box this CON application seeks to decertify.

Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

<p>LOCATION:</p> <p><i>(Enter street address of facility)</i></p>	<p><input type="checkbox"/> MOBILE CLINIC DESIGNATION (217) *</p> <p>Check box only if extension clinic is mobile <i>(A mobile clinic must be an extension clinic with a fixed main site)</i></p>
--	--

		c	d	e	f
		Existing	Add	Remove	Proposed
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDICS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P(See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each site where the Mobile Clinic vehicle will be parked to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.

** AMBULATORY SURGERY requires additional approval by Medicare

*** MENTAL HEALTH requires additional approval by Office of Mental Health

**** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from: Project Management Group, Division of Health Facility Planning, Offices of Primary Care and Health Systems Management, New York State Department of Health, Corning Tower, ESP, Room 1842, Albany, NY 12237

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

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS – HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

END STAGE RENAL DISEASE (ESRD)

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TABLE 17C-1(b) PROCEDURES	Last 12 mos	2 years prior	3 years prior
CHRONIC DIALYSIS			

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

END STAGE RENAL DISEASE (cont.)

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

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

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

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

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

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

Schedule 17C

Table 17C-2 - Projected Utilization of Services:

The number of projected "visits" should be listed in this table for each existing or proposed certified service. Visits should be estimated for the current, first and third year of the project.

Service Classification Code	Description	Current Year Visits	Year of Project (2014)	3rd Full Year of Project (2016)
	Medical Visits	Not Applicable	7,659	7,813
	Procedures		10,224	10,429
Total Visits		0	17,883	18,242

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Year 1 from 1/1/2014 to 12/31/2014

Table 17D-1 D&TC Allocation of Operating Costs

a	b	c		d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution	
328	TOTAL ADJUSTED COSTS	\$ 1,565,000	\$ 219,100	\$ 77,580	\$ 444,743	\$ 2,443,587		\$ 4,750,009		\$ 4,750,009	
	I. Core Cost Centers										
329	a. Administration	\$ 579,000	\$ 81,060	\$ 71,580	\$ 31,000	\$ 413,000		\$ 1,175,640	138,606	\$ 1,314,246	
330	b. Facility	\$ 54,000	\$ 7,560	\$ 6,000		\$ 433,395		\$ 500,955	\$ (500,955)	\$ -	
331	c. Patient Transportation							\$ -			
332	Subtotal	\$ 633,000	\$ 88,620	\$ 77,580	\$ 31,000	\$ 846,395	\$ -	\$ 1,676,595	\$ (362,349)	\$ 1,314,246	
	II. Patient Care Cost Centers										
	a. Multi-service, child health										
342	1. Medical	\$ 932,000	\$ 130,480		\$ 413,743	\$ 1,597,192		\$ 3,073,414	\$ 362,349	\$ 3,435,764	
343	2. Dental										
344	3. Laboratory										
345	4. X-ray										
346	5. Pharmacy										
	6. Mental Health										
347	7. Rehab Therapies										
348	8. Other Health										
349	SUBTOTAL a	\$ 932,000	\$ 130,480	\$ -	\$ 413,743	\$ 1,597,192	\$ -	\$ 3,073,414	\$ 362,349	\$ 3,435,764	

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2015 to 12/31/2015

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,619,775	\$ 226,769	\$ 79,907	\$ 462,342	\$ 2,514,435		\$ 4,903,228		\$ 4,903,228
	I. Core Cost Centers									
329	a. Administration	\$ 599,265	\$ 83,897	\$ 73,727	\$ 31,930	\$ 425,390		\$ 1,214,210	142,728	\$ 1,356,937
330	b. Facility	\$ 55,890	\$ 7,825	\$ 6,180		\$ 445,846		\$ 515,741	\$ (515,741)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 655,155	\$ 91,722	\$ 79,907	\$ 31,930	\$ 871,236	\$ -	\$ 1,729,950	\$ (373,013)	\$ 1,356,937
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 964,620	\$ 135,047		\$ 430,412	\$ 1,643,199		\$ 3,173,278	\$ 373,013	\$ 3,546,291
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 964,620	\$ 135,047	\$ -	\$ 430,412	\$ 1,643,199	\$ -	\$ 3,173,278	\$ 373,013	\$ 3,546,291

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2016 to 12/31/2016

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,676,467	\$ 234,705	\$ 82,305	\$ 480,649	\$ 2,593,364		\$ 5,067,490		\$ 5,067,490
	I. Core Cost Centers									
329	a. Administration	\$ 620,239	\$ 86,833	\$ 75,939	\$ 32,888	\$ 438,152		\$ 1,254,052	146,778	\$ 1,400,830
330	b. Facility	\$ 57,846	\$ 8,098	\$ 6,365		\$ 458,659		\$ 530,969	\$ (530,969)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 678,085	\$ 94,932	\$ 82,305	\$ 32,888	\$ 896,810	\$ -	\$ 1,785,020	\$ (384,190)	\$ 1,400,830
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 998,382	\$ 139,773		\$ 447,762	\$ 1,696,553		\$ 3,282,470	\$ 384,190	\$ 3,666,661
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 998,382	\$ 139,773	\$ -	\$ 447,762	\$ 1,696,553	\$ -	\$ 3,282,470	\$ 384,190	\$ 3,666,661

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$0
		Managed Care	\$3,350,355
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
Bad Debt			
Ordered Ambulatory Services			
	TOTAL		\$6,761,047
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		\$0
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		\$0
IV. Total Revenue (I, II, and III)			\$6,761,047

New York State Department of Health
 Certificate Of Need Application

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

Charges **			Total Charges	Adjustments
	Commercial	Fee for Service		
	Managed Care			
Medicare	Fee for Service			
	Managed Care			
Medicaid	Fee for Service			
	Managed Care			
Private Pay				
OASAS				
OMH				
Charity Care				
Bad Debt				
Ordered Ambulatory Services				
All Other				
TOTAL			\$0	\$0

Certificate of Need Application

Schedule 17 A - Diagnostic and Treatment Center Program Information.

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

Instructions: In the space below, briefly indicate how the facility intends to comply with state and federal regulations. If the application involves conversion of an existing practice, state who owns the practice and how the conversion will be done. If there are other entities utilizing the same space or resources, please state exactly how the space and resources will be allocated. Also, provide a description of the other entities.

Michael Molaei, M.D. will be the operator of the Article 28 Diagnostic and Treatment Center proposed in this application. The physician practice which he currently owns, Parkmed NYC, is accredited by the Accreditation Association for Ambulatory Health Care. Thus, Dr. Molaei and his practice has experience in compliance with rigorous standards and will utilize this experience in complying with all State and Federal regulations that apply to Article 28 Diagnostic and Treatment Centers in New York State. As part of the mission the Center is committed to serving patients without regard to their ability to pay for services.

Schedule 17 B - Community Need

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

Public Need Summary:

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

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

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

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

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

- (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

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

Quality and Accreditation:

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:

- a. Programs specially tailored to the health needs of the population of the service area.
- b. Grant funded programs.
- c. Scholarships or fellowships.

3. Describe the applicant's experience or track record serving similar populations:

**Primary and Specialty Care Services Review Criteria:
Expansion of Services**

When a CON application proposes conversion of a group or solo medical practice to Article 28 status, the applicant must provide a written analysis of the effect of the proposal on the following factors:

1. The full time equivalent (FTE) number of primary care physicians and specialists, by specialty, engaged in the practice after the conversion compared with the number before conversion.

2. The (FTE) number of non-physician providers of primary care and specialty care, by specialty, such as Physician Assistants, Certified Nurse Practitioners, Physical Therapists, and Dental Assistants after the conversion compared with the number before conversion.

3. The number of primary care and specialty visits, by specialty, after the conversion compared with the number before conversion.

4. The array of services to underserved clients after the conversion compared with the number before conversion.

Target Population and Service Area:

All applications involving primary care services must provide a written analysis that clearly demonstrates that the proposal meets at least one of the following criteria. For criteria that do not apply, enter "not applicable":

1. The proposed clinic is in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA).

2. The population to be served exhibits poor health status, as measured by factors such as high levels of inpatient discharges for ambulatory care sensitive conditions (ACSC), incidences of diseases and conditions in excess of standards in Healthy People 2010 or other pertinent indicators.

3. The primary care services of the proposed clinic will be targeted to a group or population with special needs or conditions that make it difficult for them to obtain adequate primary care in clinics or physician practices serving the general population. Examples of such needs and conditions are:
- Developmental disabilities.
 - HIV.
 - Alcohol Substance Abuse.
 - Health needs relating to aging.
 - Mental Health needs.
 - Homelessness
 - Linguistic or cultural barriers in obtaining access to primary care.

Capacity of Existing Primary Care Providers

The project narrative should describe existing primary care services in the proposed service area. The narrative should include the number and location of existing D&TCs, extension clinics and part-time clinics and a summary of primary care services available through private practices. The narrative should indicate whether travel time and transportation are factors in access to primary care. Examples of travel related issues include topography, seasonal weather conditions, and availability of public transportation. Applicants are not expected to describe the volume of services delivered by existing providers, since they will rarely have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

In instances where the target area is likely to already have significant primary care resources, the CON proposal will be reviewed for the following need related factors:

- The ratio of primary care physicians to population in the proposed service area. HPSA uses a ratio of 1.0 FTE physicians to 3000 persons; Medicaid Managed Care uses a ratio of 1 to 1500.
- The number of primary care physicians in the proposed service area who are "active" in serving the Medicaid population. This is often measured as physicians who are reimbursed \$5000 or more per year by Medicaid.
- The annual number of primary care visits per person by Medicaid eligible persons in the proposed service area. An average lower than 2.0 visits per person is often considered a problem.
- The percentage of the Medicaid population that is enrolled in Managed care will be taken into account where appropriate.
- The current volume of primary care visits to existing D&TC and Extension clinics.

Not all of the above criteria need be evaluated for all applications. The number will vary depending on the type and location of services proposed and on how thoroughly the application addresses need in the project narrative and the related schedules.

Need Review for Specialty Clinics:

Applications not involving primary care services must also provide a written analysis that clearly demonstrates that the need exists for the proposed services

1. Is the proposed clinic in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA)?

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

Schedule 17B

2. Describe in very specific terms the patients who require the specialty services, including the number of patients and their specific health problems, and how the proposed facility will meet their needs better than existing providers.

3. In the case of Dental clinics, is the application supported by the local Health Department? Is the proposal supported by the Department of Health's Bureau of Dental Services? Is the applicant participating in current dental health initiatives? Has the applicant consulted with resources such as the New York State Oral Health Technical Assistance Center?

Parkmed NYC CON Schedule 17B

SCHEDULE 17 B - COMMUNITY NEED

Public Need Summary

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

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

The current office-based practice, Parkmed NYC which was established in December 2009, is a major provider of [REDACTED] and other reproductive health services for women who reside largely in New York City. An analysis of the 46 zip codes where 55.1 percent of the office's patients reside indicates that the majority reside in the New York City boroughs of the Bronx and Manhattan (77.1 percent). The patient origin data are presented in Table 1.

**Table 1
Patient Origin by Zip Code
2012**

Location	Percent
Bronx	42.4
Manhattan	34.7
Brooklyn	20.1
Queens	1.5
Staten Island	1.3
Total	100.0

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

Parkmed NYC, the physician practice proposing the Article 28 Diagnostic and Treatment Center in this application, currently serves a patient population that has a variety of insurance coverage as is demonstrated in the data presented in Table 2. The most frequent payor, representing nearly one-half of its patients (49.5 percent) is the New York State Medicaid program.

**Table 2
Payor Mix
2012**

<i>Insurer</i>	<i>Percent</i>
New York Medicaid	49.5
Commercial Insurance	26.3
Private Pay	13.9
Medicaid Managed Care	4.6
Union	5.7
Total	100.0

The data on patients served by race in 2012 by the Parkmed NYC physician practice which are displayed in Table 3 indicate that nearly one-half (45.6 percent) were African American with the White population accounting for over one-quarter (28.8 percent).

**Table 3
Patients by Race
2012**

<i>Race</i>	<i>Percent</i>
African American	45.6
White	28.8
Hispanic	6.6
Asian	2.1
Unreported	13.2
Other	3.7
Total	100.0

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

Parkmed NYC is currently an office-based physician practice where abortion services and a comprehensive range of reproductive healthcare services are provided. In 2012 the practice performed [REDACTED]. The office was also the site of over 7,659 GYN and Family Planning visits. It is anticipated that a similar volume of [REDACTED] and office visits will continue in the future if the proposed Diagnostic and Treatment Center is approved.

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

As described in Number 3 previously, patients are currently receiving services in the Parkmed NYC physician-based practice that are similar in nature to those which will be provided in the proposed Article 28 Diagnostic and Treatment Center.

4. (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

This project is consistent with Parkmed NYC's goal of providing the highest quality women's reproductive health services. By seeking licensure as an Article 28 Diagnostic and Treatment Center, the organization is expressing its desire to meet women's needs through a New York State licensed facility which will be accredited and regulated in accordance with State requirements.

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

As expressed previously, the services to be provided in Diagnostic and Treatment Center proposed in this application are currently being provided in the private physician practice Parkmed NYC.

QUALITY AND ACCREDITATION

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

Parkmed NYC is accredited by the Accreditation Association for Ambulatory Health Care.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:

N/A

- a. Programs specially tailored to the health needs of the population of the service**
- b. Grant funded programs.**
- c. Scholarships or fellowships.**

N/A

3. Describe the applicant's experience or track record serving similar populations:

As documented previously under Public Need, the Diagnostic and Treatment Center applicant through Parkmed NYC has been serving similar populations since December 2009 in its office-based practice.

PRIMARY AND SPECIALTY CARE SERVICES REVIEW CRITERIA:

Expansion of Services

When a CON application proposes...

1. The full time equivalent (FTE) number of primary care physicians...

The proposed Diagnostic and Treatment Center will provide abortion services as well as primary care services. The staffing at the proposed facility will be similar to that currently in place at the physician practice (Parkmed NYC) which includes four FTE Gynecologists.

2. The (FTE)...

There are currently no non-physician providers of primary care and specialty care and none are proposed for the Diagnostic and Treatment Center.

3. The number...

The number of primary care visits (GYN and Family Planning) in the Parkmed NYC physicians practice was 7,659 in 2012 and is projected to be similar in the initial year of operation of the proposed Diagnostic and Treatment Center.

4. The array.....

The full array of services provided to underserved clients after the proposed conversion to an Article 28 Diagnostic and Treatment Center will be the same as currently exists in the private practice of Parkmed NYC.

TARGET POPULATION AND SERVICE AREA:

All applications involving primary care services...

1. The proposed clinic is in an...

N/A

2. The population to be served exhibits poor health status,.....

In excess of 50 percent of the populations served by Parkmed NYC are currently enrolled in Medicaid and Medicaid managed care. They will receive services in the future at the proposed Diagnostic and Treatment Center and it is well documented that this is a population that frequently exhibits poor health status.

3. The primary care...

The primary care services to be provided in the proposed Diagnostic and Treatment Center will focus on women's reproductive health care. Many of these women will receive these services along with the services to be provided in the facility.

NEED REVIEW FOR SPECIALTY CLINICS:

1. *Is the proposed clinic...*

N/A

2. *Describe in very specific terms the patient who...*

Abortion services will be provided in the proposed Diagnostic and Treatment Center. These services are currently being provided in the Parkmed NYC physician practice. The conversion of this practice to a Diagnostic and Treatment Center which is licensed and regulated by the New York State Department of Health will assure that quality services will be available to those in need. In 2012, [REDACTED] were performed at Parkmed NYC's office practice.

3. *In the case of Dental clinics...*

N/A

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

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location

For Chronic Dialysis Services only, enter only location below and proceed to page 2

Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes

Column d: Mark "x" in the box this CON application seeks to add. **Column e:** Mark "x" in the box this CON application seeks to decertify.

Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION:

(Enter street address of facility)

MOBILE CLINIC DESIGNATION (217) *

Check box only if extension clinic is mobile

(A mobile clinic must be an extension clinic with a fixed main site)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
[REDACTED]		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHALMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDECS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY O/P(See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each site where the Mobile Clinic vehicle will be parked to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.

** AMBULATORY SURGERY requires additional approval by Medicare

*** MENTAL HEALTH requires additional approval by Office of Mental Health

**** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from: Project Management Group, Division of Health Facility Planning, Offices of Primary Care and Health Systems Management, New York State Department of Health, Corning Tower, ESP, Room 1842, Albany, NY 12237

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

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS – HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

END STAGE RENAL DISEASE (ESRD)

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TABLE 17C-1(b) PROCEDURES	Last 12 mos	2 years prior	3 years prior
CHRONIC DIALYSIS			

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

END STAGE RENAL DISEASE (cont.)

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

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

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

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

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

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

Schedule 17C

Table 17C-2 - Projected Utilization of Services:

The number of projected "visits" should be listed in this table for each existing or proposed certified service. Visits should be estimated for the current, first and third year of the project.

Service Classification Code	Description	Current Year Visits	Year of Project (2014)	3rd Full Year of Project (2016)
	Medical Visits	Not Applicable	7,659	7,813
	Procedures		10,224	10,429
Total Visits		0	17,883	18,242

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 1 from 1/1/2014 to 12/31/2014

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,565,000	\$ 219,100	\$ 77,580	\$ 444,743	\$ 2,443,587		\$ 4,750,009		\$ 4,750,009
	I. Core Cost Centers									
329	a. Administration	\$ 579,000	\$ 81,060	\$ 71,580	\$ 31,000	\$ 413,000		\$ 1,175,640	138,606	\$ 1,314,246
330	b. Facility	\$ 54,000	\$ 7,560	\$ 6,000		\$ 433,395		\$ 500,955	\$ (500,955)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 633,000	\$ 88,620	\$ 77,580	\$ 31,000	\$ 846,395	\$ -	\$ 1,676,595	\$ (362,349)	\$ 1,314,246
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 932,000	\$ 130,480		\$ 413,743	\$ 1,597,192		\$ 3,073,414	\$ 362,349	\$ 3,435,764
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health									
349	SUBTOTAL a	\$ 932,000	\$ 130,480	\$ -	\$ 413,743	\$ 1,597,192	\$ -	\$ 3,073,414	\$ 362,349	\$ 3,435,764

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2015 to 12/31/2015

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,619,775	\$ 226,769	\$ 79,907	\$ 462,342	\$ 2,514,435		\$ 4,903,228		\$ 4,903,228
	I. Core Cost Centers									
329	a. Administration	\$ 599,265	\$ 83,897	\$ 73,727	\$ 31,930	\$ 425,390		\$ 1,214,210	142,728	\$ 1,356,937
330	b. Facility	\$ 55,890	\$ 7,825	\$ 6,180		\$ 445,846		\$ 515,741	\$ (515,741)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 655,155	\$ 91,722	\$ 79,907	\$ 31,930	\$ 871,236	\$ -	\$ 1,729,950	\$ (373,013)	\$ 1,356,937
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 964,620	\$ 135,047		\$ 430,412	\$ 1,643,199		\$ 3,173,278	\$ 373,013	\$ 3,546,291
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 964,620	\$ 135,047	\$ -	\$ 430,412	\$ 1,643,199	\$ -	\$ 3,173,278	\$ 373,013	\$ 3,546,291

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2016 to 12/31/2016

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,676,467	\$ 234,705	\$ 82,305	\$ 480,649	\$ 2,593,364		\$ 5,067,490		\$ 5,067,490
	I. Core Cost Centers									
329	a. Administration	\$ 620,239	\$ 86,833	\$ 75,939	\$ 32,888	\$ 438,152		\$ 1,254,052	146,778	\$ 1,400,830
330	b. Facility	\$ 57,846	\$ 8,098	\$ 6,365		\$ 458,659		\$ 530,969	\$ (530,969)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 678,085	\$ 94,932	\$ 82,305	\$ 32,888	\$ 896,810	\$ -	\$ 1,785,020	\$ (384,190)	\$ 1,400,830
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 998,382	\$ 139,773		\$ 447,762	\$ 1,696,553		\$ 3,282,470	\$ 384,190	\$ 3,666,661
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 998,382	\$ 139,773	\$ -	\$ 447,762	\$ 1,696,553	\$ -	\$ 3,282,470	\$ 384,190	\$ 3,666,661

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$0
		Managed Care	\$3,350,355
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
	Bad Debt		
Ordered Ambulatory Services			
TOTAL		\$6,761,047	
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		\$0
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		\$0
IV. Total Revenue (I, II, and III)			\$6,761,047

New York State Department of Health
 Certificate Of Need Application

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

Charges **			Total Charges	Adjustments
	Commercial	Fee for Service		
	Managed Care			
Medicare	Fee for Service			
	Managed Care			
Medicaid	Fee for Service			
	Managed Care			
Private Pay				
OASAS				
OMH				
Charity Care				
Bad Debt				
Ordered Ambulatory Services				
All Other				
TOTAL			\$0	\$0

Certificate of Need Application

Schedule 17 A - Diagnostic and Treatment Center Program Information.

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

Instructions: In the space below, briefly indicate how the facility intends to comply with state and federal regulations. If the application involves conversion of an existing practice, state who owns the practice and how the conversion will be done. If there are other entities utilizing the same space or resources, please state exactly how the space and resources will be allocated. Also, provide a description of the other entities.

Michael Molaei, M.D. will be the operator of the Article 28 Diagnostic and Treatment Center proposed in this application. The physician practice which he currently owns, Parkmed NYC, is accredited by the Accreditation Association for Ambulatory Health Care. Thus, Dr. Molaei and his practice has experience in compliance with rigorous standards and will utilize this experience in complying with all State and Federal regulations that apply to Article 28 Diagnostic and Treatment Centers in New York State. As part of the mission the Center is committed to serving patients without regard to their ability to pay for services.

Schedule 17 B - Community Need

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

Public Need Summary:

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

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

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

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

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

- (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

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

Quality and Accreditation:

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:

- a. Programs specially tailored to the health needs of the population of the service area.
- b. Grant funded programs.
- c. Scholarships or fellowships.

3. Describe the applicant's experience or track record serving similar populations:

**Primary and Specialty Care Services Review Criteria:
Expansion of Services**

When a CON application proposes conversion of a group or solo medical practice to Article 28 status, the applicant must provide a written analysis of the effect of the proposal on the following factors:

1. The full time equivalent (FTE) number of primary care physicians and specialists, by specialty, engaged in the practice after the conversion compared with the number before conversion.

2. The (FTE) number of non-physician providers of primary care and specialty care, by specialty, such as Physician Assistants, Certified Nurse Practitioners, Physical Therapists, and Dental Assistants after the conversion compared with the number before conversion.

3. The number of primary care and specialty visits, by specialty, after the conversion compared with the number before conversion.

4. The array of services to underserved clients after the conversion compared with the number before conversion.

Target Population and Service Area:

All applications involving primary care services must provide a written analysis that clearly demonstrates that the proposal meets at least one of the following criteria. For criteria that do not apply, enter "not applicable":

1. The proposed clinic is in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA).

2. The population to be served exhibits poor health status, as measured by factors such as high levels of inpatient discharges for ambulatory care sensitive conditions (ACSC), incidences of diseases and conditions in excess of standards in Healthy People 2010 or other pertinent indicators.

3. The primary care services of the proposed clinic will be targeted to a group or population with special needs or conditions that make it difficult for them to obtain adequate primary care in clinics or physician practices serving the general population. Examples of such needs and conditions are:
- Developmental disabilities.
 - HIV.
 - Alcohol Substance Abuse.
 - Health needs relating to aging.
 - Mental Health needs.
 - Homelessness
 - Linguistic or cultural barriers in obtaining access to primary care.

Capacity of Existing Primary Care Providers

The project narrative should describe existing primary care services in the proposed service area. The narrative should include the number and location of existing D&TCs, extension clinics and part-time clinics and a summary of primary care services available through private practices. The narrative should indicate whether travel time and transportation are factors in access to primary care. Examples of travel related issues include topography, seasonal weather conditions, and availability of public transportation. Applicants are not expected to describe the volume of services delivered by existing providers, since they will rarely have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

In instances where the target area is likely to already have significant primary care resources, the CON proposal will be reviewed for the following need related factors:

- The ratio of primary care physicians to population in the proposed service area. HPSA uses a ratio of 1.0 FTE physicians to 3000 persons; Medicaid Managed Care uses a ratio of 1 to 1500.
- The number of primary care physicians in the proposed service area who are "active" in serving the Medicaid population. This is often measured as physicians who are reimbursed \$5000 or more per year by Medicaid.
- The annual number of primary care visits per person by Medicaid eligible persons in the proposed service area. An average lower than 2.0 visits per person is often considered a problem.
- The percentage of the Medicaid population that is enrolled in Managed care will be taken into account where appropriate.
- The current volume of primary care visits to existing D&TC and Extension clinics.

Not all of the above criteria need be evaluated for all applications. The number will vary depending on the type and location of services proposed and on how thoroughly the application addresses need in the project narrative and the related schedules.

Need Review for Specialty Clinics:

Applications not involving primary care services must also provide a written analysis that clearly demonstrates that the need exists for the proposed services

1. Is the proposed clinic in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA)?

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

Schedule 17B

2. Describe in very specific terms the patients who require the specialty services, including the number of patients and their specific health problems, and how the proposed facility will meet their needs better than existing providers.

3. In the case of Dental clinics, is the application supported by the local Health Department? Is the proposal supported by the Department of Health's Bureau of Dental Services? Is the applicant participating in current dental health initiatives? Has the applicant consulted with resources such as the New York State Oral Health Technical Assistance Center?

Parkmed NYC CON Schedule 17B

SCHEDULE 17 B - COMMUNITY NEED

Public Need Summary

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

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

The current office-based practice, Parkmed NYC which was established in December 2009, is a major provider of [REDACTED] and other reproductive health services for women who reside largely in New York City. An analysis of the 46 zip codes where 55.1 percent of the office's patients reside indicates that the majority reside in the New York City boroughs of the Bronx and Manhattan (77.1 percent). The patient origin data are presented in Table 1.

**Table 1
Patient Origin by Zip Code
2012**

Location	Percent
Bronx	42.4
Manhattan	34.7
Brooklyn	20.1
Queens	1.5
Staten Island	1.3
Total	100.0

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

Parkmed NYC, the physician practice proposing the Article 28 Diagnostic and Treatment Center in this application, currently serves a patient population that has a variety of insurance coverage as is demonstrated in the data presented in Table 2. The most frequent payor, representing nearly one-half of its patients (49.5 percent) is the New York State Medicaid program.

**Table 2
Payor Mix
2012**

<i>Insurer</i>	<i>Percent</i>
New York Medicaid	49.5
Commercial Insurance	26.3
Private Pay	13.9
Medicaid Managed Care	4.6
Union	5.7
Total	100.0

The data on patients served by race in 2012 by the Parkmed NYC physician practice which are displayed in Table 3 indicate that nearly one-half (45.6 percent) were African American with the White population accounting for over one-quarter (28.8 percent).

**Table 3
Patients by Race
2012**

<i>Race</i>	<i>Percent</i>
African American	45.6
White	28.8
Hispanic	6.6
Asian	2.1
Unreported	13.2
Other	3.7
Total	100.0

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

Parkmed NYC is currently an office-based physician practice where abortion services and a comprehensive range of reproductive healthcare services are provided. In 2012 the practice performed [REDACTED]. The office was also the site of over 7,659 GYN and Family Planning visits. It is anticipated that a similar volume of [REDACTED] and office visits will continue in the future if the proposed Diagnostic and Treatment Center is approved.

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

As described in Number 3 previously, patients are currently receiving services in the Parkmed NYC physician-based practice that are similar in nature to those which will be provided in the proposed Article 28 Diagnostic and Treatment Center.

4. (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

This project is consistent with Parkmed NYC's goal of providing the highest quality women's reproductive health services. By seeking licensure as an Article 28 Diagnostic and Treatment Center, the organization is expressing its desire to meet women's needs through a New York State licensed facility which will be accredited and regulated in accordance with State requirements.

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

As expressed previously, the services to be provided in Diagnostic and Treatment Center proposed in this application are currently being provided in the private physician practice Parkmed NYC.

QUALITY AND ACCREDITATION

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

Parkmed NYC is accredited by the Accreditation Association for Ambulatory Health Care.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:

N/A

- a. Programs specially tailored to the health needs of the population of the service**
- b. Grant funded programs.**
- c. Scholarships or fellowships.**

N/A

3. Describe the applicant's experience or track record serving similar populations:

As documented previously under Public Need, the Diagnostic and Treatment Center applicant through Parkmed NYC has been serving similar populations since December 2009 in its office-based practice.

PRIMARY AND SPECIALTY CARE SERVICES REVIEW CRITERIA:

Expansion of Services

When a CON application proposes...

1. The full time equivalent (FTE) number of primary care physicians...

The proposed Diagnostic and Treatment Center will provide abortion services as well as primary care services. The staffing at the proposed facility will be similar to that currently in place at the physician practice (Parkmed NYC) which includes four FTE Gynecologists.

2. The (FTE)...

There are currently no non-physician providers of primary care and specialty care and none are proposed for the Diagnostic and Treatment Center.

3. The number...

The number of primary care visits (GYN and Family Planning) in the Parkmed NYC physicians practice was 7,659 in 2012 and is projected to be similar in the initial year of operation of the proposed Diagnostic and Treatment Center.

4. The array.....

The full array of services provided to underserved clients after the proposed conversion to an Article 28 Diagnostic and Treatment Center will be the same as currently exists in the private practice of Parkmed NYC.

TARGET POPULATION AND SERVICE AREA:

All applications involving primary care services...

1. The proposed clinic is in an...

N/A

2. The population to be served exhibits poor health status,.....

In excess of 50 percent of the populations served by Parkmed NYC are currently enrolled in Medicaid and Medicaid managed care. They will receive services in the future at the proposed Diagnostic and Treatment Center and it is well documented that this is a population that frequently exhibits poor health status.

3. The primary care...

The primary care services to be provided in the proposed Diagnostic and Treatment Center will focus on women's reproductive health care. Many of these women will receive these services along with the [REDACTED] services to be provided in the facility.

NEED REVIEW FOR SPECIALTY CLINICS:

1. *Is the proposed clinic...*

N/A

2. *Describe in very specific terms the patient who...*

Abortion services will be provided in the proposed Diagnostic and Treatment Center. These services are currently being provided in the Parkmed NYC physician practice. The conversion of this practice to a Diagnostic and Treatment Center which is licensed and regulated by the New York State Department of Health will assure that quality services will be available to those in need. In 2012, [REDACTED] were performed at Parkmed NYC's office practice.

3. *In the case of Dental clinics...*

N/A

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

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location
 For Chronic Dialysis Services only, enter only location below and proceed to page 2
Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes
Column d: Mark "x" in the box this CON application seeks to add. **Column e:** Mark "x" in the box this CON application seeks to decertify.
Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

<p>LOCATION:</p> <p><small>(Enter street address of facility)</small></p>	<p><input type="checkbox"/> MOBILE CLINIC DESIGNATION (217) *</p> <p><small>Check box only if extension clinic is mobile (A mobile clinic must be an extension clinic with a fixed main site)</small></p>
--	--

		c	d	e	f
		Existing	Add	Remove	Proposed
[REDACTED]		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHALMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDECS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P(See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each site where the Mobile Clinic vehicle will be parked to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.

** AMBULATORY SURGERY requires additional approval by Medicare

*** MENTAL HEALTH requires additional approval by Office of Mental Health

**** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from: Project Management Group, Division of Health Facility Planning, Offices of Primary Care and Health Systems Management, New York State Department of Health, Corning Tower, ESP, Room 1842, Albany, NY 12237

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

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS – HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

END STAGE RENAL DISEASE (ESRD)

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TABLE 17C-1(b) PROCEDURES	Last 12 mos	2 years prior	3 years prior
CHRONIC DIALYSIS			

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

END STAGE RENAL DISEASE (cont.)

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

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

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

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

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

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

Schedule 17C

Table 17C-2 - Projected Utilization of Services:

The number of projected "visits" should be listed in this table for each existing or proposed certified service. Visits should be estimated for the current, first and third year of the project.

Service Classification Code	Description	Current Year Visits	Year of Project (2014)	3rd Full Year of Project (2016)
	Medical Visits	Not Applicable	7,659	7,813
	Procedures		10,224	10,429
Total Visits		0	17,883	18,242

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 1 from 1/1/2014 to 12/31/2014

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,565,000	\$ 219,100	\$ 77,580	\$ 444,743	\$ 2,443,587		\$ 4,750,009		\$ 4,750,009
	I. Core Cost Centers									
329	a. Administration	\$ 579,000	\$ 81,060	\$ 71,580	\$ 31,000	\$ 413,000		\$ 1,175,640	138,606	\$ 1,314,246
330	b. Facility	\$ 54,000	\$ 7,560	\$ 6,000		\$ 433,395		\$ 500,955	\$ (500,955)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 633,000	\$ 88,620	\$ 77,580	\$ 31,000	\$ 846,395	\$ -	\$ 1,676,595	\$ (362,349)	\$ 1,314,246
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 932,000	\$ 130,480		\$ 413,743	\$ 1,597,192		\$ 3,073,414	\$ 362,349	\$ 3,435,764
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health									
349	SUBTOTAL a	\$ 932,000	\$ 130,480	\$ -	\$ 413,743	\$ 1,597,192	\$ -	\$ 3,073,414	\$ 362,349	\$ 3,435,764

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2015 to 12/31/2015

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,619,775	\$ 226,769	\$ 79,907	\$ 462,342	\$ 2,514,435		\$ 4,903,228		\$ 4,903,228
	I. Core Cost Centers									
329	a. Administration	\$ 599,265	\$ 83,897	\$ 73,727	\$ 31,930	\$ 425,390		\$ 1,214,210	142,728	\$ 1,356,937
330	b. Facility	\$ 55,890	\$ 7,825	\$ 6,180		\$ 445,846		\$ 515,741	\$ (515,741)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 655,155	\$ 91,722	\$ 79,907	\$ 31,930	\$ 871,236	\$ -	\$ 1,729,950	\$ (373,013)	\$ 1,356,937
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 964,620	\$ 135,047		\$ 430,412	\$ 1,643,199		\$ 3,173,278	\$ 373,013	\$ 3,546,291
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 964,620	\$ 135,047	\$ -	\$ 430,412	\$ 1,643,199	\$ -	\$ 3,173,278	\$ 373,013	\$ 3,546,291

New York State Department of Health
Certificate Of Need Application

Schedule 17D

Table 17D-1 D&TC Allocation of Operating Costs

Year 2 from 1/1/2016 to 12/31/2016

a	b	c	d	e	f	g	h	i	j	k
		Salary & Wages	Employee Benefits	Purchased Services	Supplies	General Costs	Donations	Total Before Distrib	Distrib of Facility Costs	Total after Distribution
328	TOTAL ADJUSTED COSTS	\$ 1,676,467	\$ 234,705	\$ 82,305	\$ 480,649	\$ 2,593,364		\$ 5,067,490		\$ 5,067,490
	I. Core Cost Centers									
329	a. Administration	\$ 620,239	\$ 86,833	\$ 75,939	\$ 32,888	\$ 438,152		\$ 1,254,052	146,778	\$ 1,400,830
330	b. Facility	\$ 57,846	\$ 8,098	\$ 6,365		\$ 458,659		\$ 530,969	\$ (530,969)	\$ -
331	c. Patient Transportation							\$ -		
332	Subtotal	\$ 678,085	\$ 94,932	\$ 82,305	\$ 32,888	\$ 896,810	\$ -	\$ 1,785,020	\$ (384,190)	\$ 1,400,830
	II. Patient Care Cost Centers									
	a. Multi-service, child health									
342	1. Medical	\$ 998,382	\$ 139,773		\$ 447,762	\$ 1,696,553		\$ 3,282,470	\$ 384,190	\$ 3,666,661
343	2. Dental									
344	3. Laboratory									
345	4. X-ray									
346	5. Pharmacy									
	6. Mental Health									
347	7. Rehab Therapies									
348	8. Other Health							\$ -	\$ -	\$ -
349	SUBTOTAL a	\$ 998,382	\$ 139,773	\$ -	\$ 447,762	\$ 1,696,553	\$ -	\$ 3,282,470	\$ 384,190	\$ 3,666,661

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$0
		Managed Care	\$3,350,355
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
	Bad Debt		
Ordered Ambulatory Services			
TOTAL		\$6,761,047	
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		\$0
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		\$0
IV. Total Revenue (I, II, and III)			\$6,761,047

New York State Department of Health
 Certificate Of Need Application

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

Charges **			Total Charges	Adjustments
	Commercial	Fee for Service		
	Managed Care			
Medicare	Fee for Service			
	Managed Care			
Medicaid	Fee for Service			
	Managed Care			
Private Pay				
OASAS				
OMH				
Charity Care				
Bad Debt				
Ordered Ambulatory Services				
All Other				
TOTAL			\$0	\$0

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$0
		Managed Care	\$3,350,355
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
Bad Debt			
Ordered Ambulatory Services			
	TOTAL		\$6,761,047
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		\$0
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		\$0
IV. Total Revenue (I, II, and III)			\$6,761,047

New York State Department of Health
 Certificate Of Need Application

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

Charges **			Total Charges	Adjustments
	Commercial	Fee for Service		
	Managed Care			
Medicare	Fee for Service			
	Managed Care			
Medicaid	Fee for Service			
	Managed Care			
Private Pay				
OASAS				
OMH				
Charity Care				
Bad Debt				
Ordered Ambulatory Services				
All Other				
TOTAL			\$0	\$0

Certificate of Need Application

Schedule 17 A - Diagnostic and Treatment Center Program Information.

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

Instructions: In the space below, briefly indicate how the facility intends to comply with state and federal regulations. If the application involves conversion of an existing practice, state who owns the practice and how the conversion will be done. If there are other entities utilizing the same space or resources, please state exactly how the space and resources will be allocated. Also, provide a description of the other entities.

Michael Molaei, M.D. will be the operator of the Article 28 Diagnostic and Treatment Center proposed in this application. The physician practice which he currently owns, Parkmed NYC, is accredited by the Accreditation Association for Ambulatory Health Care. Thus, Dr. Molaei and his practice has experience in compliance with rigorous standards and will utilize this experience in complying with all State and Federal regulations that apply to Article 28 Diagnostic and Treatment Centers in New York State.

Schedule 17 B - Community Need

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

Public Need Summary:

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

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

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

3. Document the current and projected demand for the proposed services. If the proposed services are covered by a DOH need methodology, demonstrate how the proposed service is consistent with it.

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

- (b) Describe how this project is consistent with your facility's Community Service Implementation Plan (voluntary not-for-profit hospitals) or strategic plan (other providers).

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

Quality and Accreditation:

1. Please cite relevant accreditations, certifications or awards attained by the applicant which build confidence in services of high quality. Examples include certification as a Federally Qualified Neighborhood Health Center.

2. Describe relevant programs or resources the applicant will bring to the new facility. Include existing programs that have proven track records at the applicant's other sites, if applicable, as well as programs the applicant plans for the future. Such programs include:
 - a. Programs specially tailored to the health needs of the population of the service area.
 - b. Grant funded programs.
 - c. Scholarships or fellowships.

3. Describe the applicant's experience or track record serving similar populations:

**Primary and Specialty Care Services Review Criteria:
Expansion of Services**

When a CON application proposes conversion of a group or solo medical practice to Article 28 status, the applicant must provide a written analysis of the effect of the proposal on the following factors:

1. The full time equivalent (FTE) number of primary care physicians and specialists, by specialty, engaged in the practice after the conversion compared with the number before conversion.

2. The (FTE) number of non-physician providers of primary care and specialty care, by specialty, such as Physician Assistants, Certified Nurse Practitioners, Physical Therapists, and Dental Assistants after the conversion compared with the number before conversion.

3. The number of primary care and specialty visits, by specialty, after the conversion compared with the number before conversion.

4. The array of services to underserved clients after the conversion compared with the number before conversion.

Target Population and Service Area:

All applications involving primary care services must provide a written analysis that clearly demonstrates that the proposal meets at least one of the following criteria. For criteria that do not apply, enter "not applicable":

1. The proposed clinic is in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA).

2. The population to be served exhibits poor health status, as measured by factors such as high levels of inpatient discharges for ambulatory care sensitive conditions (ACSC), incidences of diseases and conditions in excess of standards in Healthy People 2010 or other pertinent indicators.

3. The primary care services of the proposed clinic will be targeted to a group or population with special needs or conditions that make it difficult for them to obtain adequate primary care in clinics or physician practices serving the general population. Examples of such needs and conditions are:
- Developmental disabilities.
 - HIV.
 - Alcohol Substance Abuse.
 - Health needs relating to aging.
 - Mental Health needs.
 - Homelessness
 - Linguistic or cultural barriers in obtaining access to primary care.

Capacity of Existing Primary Care Providers

The project narrative should describe existing primary care services in the proposed service area. The narrative should include the number and location of existing D&TCs, extension clinics and part-time clinics and a summary of primary care services available through private practices. The narrative should indicate whether travel time and transportation are factors in access to primary care. Examples of travel related issues include topography, seasonal weather conditions, and availability of public transportation. Applicants are not expected to describe the volume of services delivered by existing providers, since they will rarely have access to such data, but the project narrative should indicate that the applicant is reasonably familiar with the overall availability of primary care in the targeted area.

In instances where the target area is likely to already have significant primary care resources, the CON proposal will be reviewed for the following need related factors:

- The ratio of primary care physicians to population in the proposed service area. HPSA uses a ratio of 1.0 FTE physicians to 3000 persons; Medicaid Managed Care uses a ratio of 1 to 1500.
- The number of primary care physicians in the proposed service area who are "active" in serving the Medicaid population. This is often measured as physicians who are reimbursed \$5000 or more per year by Medicaid.
- The annual number of primary care visits per person by Medicaid eligible persons in the proposed service area. An average lower than 2.0 visits per person is often considered a problem.
- The percentage of the Medicaid population that is enrolled in Managed care will be taken into account where appropriate.
- The current volume of primary care visits to existing D&TC and Extension clinics.

Not all of the above criteria need be evaluated for all applications. The number will vary depending on the type and location of services proposed and on how thoroughly the application addresses need in the project narrative and the related schedules.

Need Review for Specialty Clinics:

Applications not involving primary care services must also provide a written analysis that clearly demonstrates that the need exists for the proposed services

1. Is the proposed clinic in an underserved area as indicated by location in a Health Professional Shortage Area (HPSA) or Medically Underserved Area (MUA)?

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

Schedule 17B

2. Describe in very specific terms the patients who require the specialty services, including the number of patients and their specific health problems, and how the proposed facility will meet their needs better than existing providers.

3. In the case of Dental clinics, is the application supported by the local Health Department? Is the proposal supported by the Department of Health's Bureau of Dental Services? Is the applicant participating in current dental health initiatives? Has the applicant consulted with resources such as the New York State Oral Health Technical Assistance Center?

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

Schedule 17C

Impact of Proposed CON on Diagnostic & Treatment Center Operating Certificate

TABLE 17C-1 AUTHORIZED SERVICES

Instructions:

For applications requesting changes to more than one location, complete a separate Table 17-C-1 for each location
 For Chronic Dialysis Services only, enter only location below and proceed to page 2
Column c: Mark "x" in the box only if the service currently appears on the operating certificate (OpCert) not including requested changes
Column d: Mark "x" in the box this CON application seeks to add. **Column e:** Mark "x" in the box this CON application seeks to decertify.
Column f: Mark "x" in the box corresponding to all the services that will ultimately appear on the OpCert.

LOCATION:

(Enter street address of facility)

MOBILE CLINIC DESIGNATION (217) *

Check box only if extension clinic is mobile
 (A mobile clinic must be an extension clinic with a fixed main site)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
[REDACTED]		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH	58	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADULT DAY HEALTH - AIDS	172	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY**					
MULTI-SPECIALTY**	204	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE-SPECIALTY** (UNDESIGNATED SPECIALTY)	205	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GASTROENTEROLOGY**	202	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY**	195	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ORTHOPEDICS**	203	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AUDIOLOGY O/P(See Section 700.2)	159	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIRTHING SERVICE O/P	180	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH SERVICES O/P***	53	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE-REHABILITATION O/P	150	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC OMRDD ARTICLE 16 SERVICES	218	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINIC PART TIME SERVICES****	18	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLINICAL LABORATORY SERVICES O/P	018	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CT SCANNER	400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL O/P	145	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAMILY PLANNING O/P	148	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEALTH FAIRS O/P	197	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HYPERBARIC CHAMBER	401	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LINEAR ACCELERATOR	402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY O/P	223	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MAGNETIC RESONANCE IMAGING (MRI)	403	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SOCIAL SERVICES O/P	50	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P	149	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING FACILITY	305	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTIPHASIC SCREENING O/P	188	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – DIAGNOSTIC O/P	224	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCLEAR MEDICINE – THERAPEUTIC O/P	225	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* MOBILE CLINIC: For each site where the Mobile Clinic vehicle will be parked to provide services, a separate "Mobile Clinic Site Approval Request" must be attached. A blank form is included below.

** AMBULATORY SURGERY requires additional approval by Medicare

*** MENTAL HEALTH requires additional approval by Office of Mental Health

**** PART-TIME CLINICS: For each site, enclose a completed copy of form DOH-4-197 (9/00), which is available from: Project Management Group, Division of Health Facility Planning, Offices of Primary Care and Health Systems Management, New York State Department of Health, Corning Tower, ESP, Room 1842, Albany, NY 12237

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

Schedule 17C

TABLE 17C-1 AUTHORIZED SERVICES (cont.)

a	b	c	d	e	f
		Existing	Add	Remove	Proposed
NUTRITIONAL O/P	185	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPHTHAMOLOGY O/P	227	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OPTOMETRY O/P	228	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OUTPATIENT SURGERY	68	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRICS O/P	152	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PET SCANNER	404	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHARMACEUTICAL SERVICES	073	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYSICAL MEDICINE AND REHABILITATION O/P	160	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PODIATRY O/P	177	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRENATAL O/P	081	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PRIMARY MEDICAL CARE O/P	071	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSYCHOLOGY O/P	085	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - DIAGNOSTIC	184	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY - THERAPEUTIC	230	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS – HOME TRAINING O/P	37	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - OCCUPATIONAL O/P	146	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - PHYSICAL O/P	147	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - RESPIRATORY O/P	231	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - SPEECH LANGUAGE PATHOLOGY	155	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
THERAPY - VOCATIONAL REHABILITATION	107	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - FULL	102	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRANSFUSION SERVICES - LIMITED	189	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WELL-CHILD	186	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

END STAGE RENAL DISEASE (ESRD)

TABLE 17C-1(a) CAPACITY	Existing	Add	Remove	Proposed
CHRONIC DIALYSIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TABLE 17C-1(b) PROCEDURES	Last 12 mos	2 years prior	3 years prior
CHRONIC DIALYSIS			

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

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

Schedule 17C

END STAGE RENAL DISEASE (cont.)

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

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

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

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

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

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

Schedule 17C

Table 17C-2 - Projected Utilization of Services:

The number of projected "visits" should be listed in this table for each existing or proposed certified service. Visits should be estimated for the current, first and third year of the project.

Service Classification Code	Description	Current Year Visits	Year of Project (2014)	3rd Full Year of Project (2016)
	Medical Visits	Not Applicable	7,659	7,813
	Procedures		10,224	10,429
Total Visits		0	17,883	18,242

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

Schedule 17E

Schedule 17 E - D&TC Statement of Revenue:

This schedule consists of the Detailed Monthly Cash Flow Analysis for the first year of operations (to be submitted as an attachment) and analysis of:

- Patient Revenue
- Other Operating Revenue
- Non-Operating Revenue
- Charges

Please see Attachment #15 for Monthly Cash Flow Analysis for First Year

Provide a breakdown of the utilization (threshold visits) by payer source. Provide supporting calculations for the rates assumed for each payer.

Please see Attachment #16 for Utilization by Payor

I. Patient Revenue	Commercial	Fee for Service	\$2,351,402
		Managed Care	
	Medicare	Fee for Service	
		Managed Care	
	Medicaid	Fee for Service	\$3,163,075
		Managed Care	\$187,280
	Private Pay		\$1,023,489
	Workers comp		
	OASAS		
	OMH		
	Charity Care		\$35,800
	Other Payors		
	Bad Debt		
Ordered Ambulatory Services			
TOTAL		\$6,761,047	
II. Other Operating Revenue	Sale of Literature		
	Sale of Supplies to Other than Patients		
	Telephone		
	Other		
	TOTAL		\$0
III. Non-Operating Revenue	Gifts, Legacies, and Bequests		
	Grants		
	Other Non-Operating Revenue		
	NYS Bad Debt Charity Care Pool Distrib.		
	TOTAL		\$0
IV. Total Revenue (I, II, and III)			\$6,761,047