

MOUNT SINAI BETH ISRAEL

SITE INFORMATION

Alternate contact: Brad Beckstrom

Email: brad.beckstrom@mssm.edu

Project Site Information:

45 Rivington Street

New York (New York County), New York 10002

PFI: 1439

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

Mount Sinai Beth Israel (MSBI), an existing, not-for-profit, acute care facility, is submitting this Full Review Certificate of Need (C.O.N.) Application that seeks approval to create a replacement building for MSBI's inpatient and outpatient behavioral health services at 45 Rivington Street, New York (New York County), New York 10002, which until recently was a residential health care facility for people with HIV/AIDS. Upon completion, MSBI will relocate all of MSBI's inpatient and outpatient mental health and substance use disorder services from the Bernstein Pavilion and other locations at the main Hospital to the 45 Rivington Street location. The new site will be named "Mount Sinai Comprehensive Behavioral Health Center" and will operate as a division of MSBI.

Modify Name/Address:

N/A

Beds:

Please provide table of existing and proposed bed numbers (similar to Schedule 16/17).

Category	Code	Current Capacity	Add	Remove	Proposed Capacity
AIDS	30		<input type="checkbox"/>	<input type="checkbox"/>	
BONE MARROW TRANSPLANT	21		<input type="checkbox"/>	<input type="checkbox"/>	
BURNS CARE	09		<input type="checkbox"/>	<input type="checkbox"/>	
CHEMICAL DEPENDENCE-DETOX * ***	12	31	<input type="checkbox"/>	5	26
CHEMICAL DEPENDENCE-REHAB * ***	13	30	<input type="checkbox"/>	5	25
COMA RECOVERY	26		<input type="checkbox"/>	<input type="checkbox"/>	
CORONARY CARE	03		<input type="checkbox"/>	<input type="checkbox"/>	
INTENSIVE CARE	02		<input type="checkbox"/>	<input type="checkbox"/>	
MATERNITY	05		<input type="checkbox"/>	<input type="checkbox"/>	
MEDICAL/SURGICAL	01		<input type="checkbox"/>	<input type="checkbox"/>	
NEONATAL CONTINUING CARE	27		<input type="checkbox"/>	<input type="checkbox"/>	
NEONATAL INTENSIVE CARE	28		<input type="checkbox"/>	<input type="checkbox"/>	

NEONATAL INTERMEDIATE CARE	29		<input type="checkbox"/>	<input type="checkbox"/>	
PEDIATRIC	04		<input type="checkbox"/>	<input type="checkbox"/>	
PEDIATRIC ICU	10		<input type="checkbox"/>	<input type="checkbox"/>	
PHYSICAL MEDICINE & REHABILITATION	07		<input type="checkbox"/>	<input type="checkbox"/>	
PRISONER				<input type="checkbox"/>	
PSYCHIATRIC** ***	08	92	<input type="checkbox"/>	28	64
RESPIRATORY				<input type="checkbox"/>	
SPECIAL USE				<input type="checkbox"/>	
SWING BED PROGRAM				<input type="checkbox"/>	
TRANSITIONAL CARE	33		<input type="checkbox"/>	<input type="checkbox"/>	
TRAUMATIC BRAIN INJURY	11		<input type="checkbox"/>	<input type="checkbox"/>	
TOTAL		153			115

Services:

	Current	Add	Remove	Proposed
MEDICAL SERVICES – PRIMARY CARE ⁶	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
MEDICAL SERVICES – OTHER MEDICAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AMBULATORY SURGERY				
MULTI-SPECIALTY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY –	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – OPHTHALMOLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – ORTHOPEDICS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – PAIN MANAGEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – OTHER (SPECIFY)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CARDIAC CATHETERIZATION				
ADULT DIAGNOSTIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ELECTROPHYSIOLOGY (EP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRIC DIAGNOSTIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRIC INTERVENTION ELECTIVE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PERCUTANEOUS CORONARY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CARDIAC SURGERY ADULT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CARDIAC SURGERY PEDIATRIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH O/P ¹	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHEMICAL DEPENDENCE - REHAB ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHEMICAL DEPENDENCE - WITHDRAWAL O/P ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CLINIC PART-TIME SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPREHENSIVE PSYCH EMERGENCY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY DEPARTMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EPILEPSY COMPREHENSIVE SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOME PERITONEAL DIALYSIS TRAINING &	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

HOME HEMODIALYSIS TRAINING & SUPPORT ⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTEGRATED SERVICES – MENTAL HEALTH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTEGRATED SERVICES – SUBSTANCE USE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P ²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY-THERAPEUTIC ⁵	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS, ACUTE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS, CHRONIC [Complete the ESRD section 16C-3(a)&				

TABLE 16C-2 LICENSED SERVICES (cont.)	Current	Add	Remov	Propose
TRANSPLANT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEART - ADULT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEART - PEDIATRIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KIDNEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIVER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRAUMATIC BRAIN INJURY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Remove Site:
N/A

Executive Summary

Mount Sinai Beth Israel (MSBI), located at First Avenue and 16th Street, New York (New York County), New York 10003, proposes to create a replacement building for MSBI's inpatient and outpatient behavioral health services at 45 Rivington Street, New York (New York County), New York 10002, which until recently was a residential health care facility for people with HIV/AIDS. Upon completion, MSBI will relocate all of MSBI's inpatient and outpatient mental health and substance use disorder services from the Bernstein Pavilion and other locations at the main Hospital to the 45 Rivington Street location. This will not be simply a re-location of services, however. This model will be a transformational, state-of-the-art, community-oriented destination for "one-stop" care and services. MSBI is proposing a new model of comprehensive care by creating a continuum of integrated care for behavioral health, physical health, and psychosocial needs of the community. The model will address significant gaps in services by expanding and diversifying the behavioral health crisis and outpatient platform, and integrating these new services into re-designed existing inpatient and outpatient services. MSBI developed this model from its work in multiple population health pilots and partnerships, as well as experience with other innovative clinical programs within the Mount Sinai Health System. In brief, the model consists of:

- 1) an expansion of the crisis platform by the creation of new Intensive Crisis and Respite beds;
- 2) creation of a behavioral health "sub-acute"/intensive outpatient platform, including a Partial Hospitalization Program (PHP)/Intensive Outpatient Program (IOP);
- 3) introduction of new integrated primary care services with select specialty services;
- 4) operational integration of all inpatient, crisis, and outpatient services to create a singular, streamlined care experience in one location; and
- 5) Specialized peer-based Behavioral Health Care Engagement Teams focusing on critical transitions of care and master treatment plan coordination.

The new site will be named "Mount Sinai Comprehensive Behavioral Health Center" and will operate as a division of MSBI. In order to create this new transformational model and to remove excess inpatient bed capacity from the healthcare system, MSBI will decertify 28 inpatient psychiatric beds, five (5) chemical dependency – detoxification beds and five (5) chemical dependency – rehabilitation beds from the operating certificate, resulting in 64 inpatient psychiatric beds, 26 chemical dependency – detoxification beds and 25 chemical dependency – rehabilitation beds.

New York State Department of Health
Certificate of Need Application

Schedule 1

General Information - All Applicants

Main Site	MAIN SITE PFI	MEDICAID PROVIDER ID	TYPE OF FACILITY	MAIN SITE NAME	
	1439	00243105	Hospital	Mount Sinai Beth Israel	
	STREET & NUMBER				
	First Avenue at 16 th Street				
	CITY		COUNTY		ZIP
New York		New York		10003	

Project Site	PROJECT SITE PFI	MEDICAID PROVIDER ID	TYPE OF FACILITY	PROJECT SITE NAME	
	TBD	00243105	Hospital	The Mount Sinai Comprehensive Behavioral Health Center	
	STREET & NUMBER				
	45 Rivington Street				
	CITY		COUNTY		ZIP
New York		New York		10002	

Operator Information	OPERATING CERTIFICATE NUMBER	TYPE OF FACILITY	LEGAL ENTITY THAT WILL OPERATE OF THE FACILITY (or proposed operator)		
	7002002H	Hospital	Mount Sinai Beth Israel		
	STREET & NUMBER				
	First Avenue at 16 th Street				
	CITY		COUNTY		ZIP
New York		New York		10003	

		Title of Attachment:
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 checked="" type="checkbox"/> NO <input type="checkbox"/>	Schedule 1 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 checked="" type="checkbox"/> NO <input type="checkbox"/>	Schedule 1 Attachment

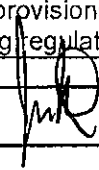
Type of Application: Establishment Construction Administrative Limited

Total Project Cost: \$140,677,876
 Amount of Application Fee (see Schedule 8) \$2,000 / \$769,485

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: **Mount Sinai Beth Israel**

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
	July 11, 2019
PRINT OR TYPE NAME	TITLE
Jeremy Boal, M.D.	President, Mount Sinai Beth Israel

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

Schedule 1

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		
	Kenneth Davis, M.D., President and CEO, Mount Sinai Health System		
	STREET & NUMBER		
	One Gustave L. Levy Place		
	CITY	STATE	ZIP
	New York	New York	10029
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS
(212) 659-8888	(212) 410-6111	kenneth.davis@mssm.edu	

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 applicant's attorney, or a consultant)

CONTACT INFORMATION	CONTACT PERSON'S COMPANY	NAME AND TITLE OF CONTACT PERSON	
	Mount Sinai Health System	Brad Beckstrom, Senior Director, Government and Community Affairs	
	STREET & NUMBER		
	150 East 42 nd Street		
	CITY	STATE	ZIP
	New York	New York	10017
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS
(646) 605-7201	(646) 605-3075	brad.beckstrom@mmsm.edu	

The applicant's lead attorney should be identified:

ATTORNEY	NAME		
	Beth Essig, Esq., General Counsel, Mount Sinai Health System		
	STREET & NUMBER		
	One Gustave L. Levy Place		
	CITY	STATE	ZIP
	New York	New York	10029
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS
(212) 523-2162	(212) 410-6111	beth.essig@mountsinai.org	

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

CONSULTANT	NAME		
	Frank M. Cicero, Cicero Consulting Associates		
	STREET & NUMBER		
	701 Westchester Avenue, Suite 210W		
	CITY	STATE	ZIP
	White Plains	New York	10604
	TELEPHONE	FAX NUMBER	E-MAIL ADDRESS
(914) 682-8657	(914) 682-8895	conadmin@ciceroassociates.com	

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

Schedule 1

The applicant's lead accountant should be identified:

ACCOUNTANT	NAME		
	Donald Scanlon, Chief Financial Officer, Mount Sinai Health System		
	STREET & NUMBER		
	One Gustave L. Levy Place		
	CITY	STATE	ZIP
	New York	New York	10029
TELEPHONE		FAX NUMBER	E-MAIL ADDRESS
(212) 731-3534		(212) 731-3532	Donald.Scanlon@mountsinai.org

Please list all Architects and Engineer contacts.

ARCHITECT and/or ENGINEER	NAME		FIRM	STREET & NUMBER	
	Eric Thomas, AIA, LEED AP		HKS Architects, P.C.	107 Grand Street, 6 th Floor	
	CITY, STATE, ZIP		TELEPHONE	E-MAIL ADDRESS	
New York, New York 10013		(917) 677-1369	ethomas@hksinc.com		

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

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

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

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

Schedule 1

Checklist of Schedules Included in This Application

Schedule Number	Schedule Name	Required	Included
1	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 type="checkbox"/>	<input type="checkbox"/>
3 (A-B)	CON Forms Related to Legal Issues	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
17 (A-E)	CON Forms Specific to Diagnostic & Treatment Centers-Article 28	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input checked="" 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"/>

Other Facilities Owned or Controlled by the Applicant

(Establishment Applications only) **Not Applicable**

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 type="checkbox"/>
Nursing Home	NH	Yes <input type="checkbox"/> No <input type="checkbox"/>
Diagnostic and Treatment Center	DTC	Yes <input type="checkbox"/> No <input type="checkbox"/>
Licensed Home Care Services Agency	LHH	Yes <input type="checkbox"/> No <input type="checkbox"/>
Certified Home Health Agency	CHH	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hospice	HSP	Yes <input type="checkbox"/> No <input type="checkbox"/>
Adult Home	ADH	Yes <input type="checkbox"/> No <input type="checkbox"/>
Assisted Living Program	ALP	Yes <input type="checkbox"/> No <input type="checkbox"/>
Long Term Home Health Care Program	LTC	Yes <input type="checkbox"/> No <input type="checkbox"/>
Enriched Housing Program	EHP	Yes <input type="checkbox"/> No <input type="checkbox"/>
Health Maintenance Organization	HMO	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other	OTH	Yes <input type="checkbox"/> No <input type="checkbox"/>

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			
2			
3	<u>Not Applicable</u>		
4			
5			
6			
7			
8			
9			
10			

Attach additional sheet if necessary.

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

Schedule 1

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				
2				
3	<u>Not Applicable</u>			
4				
5				
6				
7				
8				
9				
10				

Schedule 1 Attachment

1. Board Resolution – To be filed under separate cover
2. Article 28 Network Statement
3. Project Narrative

MOUNT SINAI BETH ISRAEL

ARTICLE 28 NETWORK DESCRIPTION

Mount Sinai Hospitals Group, Inc. (MSHG), a not-for-profit corporation, is the active parent and co-operator of Mount Sinai Hospital (including its division, Mount Sinai Hospital of Queens), Mount Sinai Beth Israel, Mount Sinai Brooklyn, Mount Sinai St. Luke's, Mount Sinai Roosevelt, the New York Eye and Ear Infirmary of Mount Sinai and South Nassau Communities Hospital.

Mount Sinai Hospital (MSH) is located at One Gustave L. Levy Place, New York (New York County), New York 10029. MSH also has a division, Mount Sinai Hospital of Queens, which is located at 25-10 30th Avenue, Long Island City (Queens County), New York 11102. Mount Sinai Beth Israel is located at First Avenue at 16th Street, New York (New York County), New York 10003. Mount Sinai Brooklyn is located at 3201 Kings Highway, Brooklyn (Kings County), New York 11234. Mount Sinai St. Luke's is located at 1111 Amsterdam Avenue, New York (New York County), New York 10025. Mount Sinai Roosevelt is located at 1000 Tenth Avenue, New York (New York County), New York 10019. New York Eye and Ear Infirmary of Mount Sinai is located at 310 East 14th Street, New York (New York County), New York 10003. South Nassau Communities Hospital is located at One Healthy Way, Oceanside (Nassau County), New York 11572.

The following table provides information on operating certificate numbers and PFI numbers for the above-referenced facilities:

Facility Name	Operating Certificate #	PFI #
Mount Sinai Hospital	7002024H	1456
Mount Sinai Hospital of Queens	7002024H	1639
Mount Sinai Beth Israel	7002002H	1439
Mount Sinai Brooklyn	7002002H	1324
Mount Sinai St. Luke's	7002032H	1469
Mount Sinai Roosevelt	7002032H	1466
New York Eye and Ear Infirmary of Mount Sinai	7002026H	1460
South Nassau Communities Hospital	2950001H	0527

MOUNT SINAI BETH ISRAEL

PROJECT NARRATIVE

Mount Sinai Beth Israel (MSBI), located at First Avenue and 16th Street, New York (New York County), New York 10003, proposes to create a replacement building for MSBI's inpatient and outpatient behavioral health services at 45 Rivington Street, New York (New York County), New York 10002, which until recently was a residential health care facility for people with HIV/AIDS. Upon completion, MSBI will relocate all of MSBI's inpatient and outpatient mental health and substance use disorder services from the Bernstein Pavilion and other locations at the main Hospital to the 45 Rivington Street location. This will not be simply a re-location of services, however. This model will be a transformational, state-of-the-art, community-oriented destination for "one-stop" care and services. MSBI is proposing a new model of comprehensive care by creating a continuum of integrated care for behavioral health, physical health, and psychosocial needs of the community. The model will address significant gaps in services by expanding and diversifying the behavioral health crisis and outpatient platform, and integrating these new services into re-designed existing inpatient and outpatient services. MSBI developed this model from its work in multiple population health pilots and partnerships, as well as experience with other innovative clinical programs within the Mount Sinai Health System. In brief, the model consists of:

- 1) an expansion of the crisis platform by the creation of new Intensive Crisis and Respite beds;
- 2) creation of a behavioral health "sub-acute"/intensive outpatient platform, including a Partial Hospitalization Program (PHP)/Intensive Outpatient Program (IOP);
- 3) introduction of new integrated primary care services with select specialty services;
- 4) operational integration of all inpatient, crisis, and outpatient services to create a singular, streamlined care experience in one location; and
- 5) Specialized peer-based Behavioral Health Care Engagement Teams focusing on critical transitions of care and master treatment plan coordination.

The new site will be named "Mount Sinai Comprehensive Behavioral Health Center" and will operate as a division of MSBI. In order to create this new transformational model and to remove excess inpatient bed capacity from the healthcare system, MSBI will decertify 28 inpatient psychiatric beds, five (5) chemical dependency – detoxification beds and five (5) chemical dependency – rehabilitation beds from the operating certificate, resulting in 64 inpatient psychiatric beds, 26 chemical dependency – detoxification beds and 25 chemical dependency – rehabilitation beds. Concurrently, MSBI will significantly expand and diversify types of services by creating new crisis and respite beds, a partial hospital program and intensive outpatient program, and integrated primary care.

As background, MSBI is a safety-net hospital, with 92.04% of its outpatient visits comprised of Medicaid-eligible, uninsured and dually-eligible individuals, and 57.27% of its inpatient discharges comprised of Medicaid-eligible, uninsured, or dually-eligible individuals. These percentages are among the highest for voluntary hospitals in New York State. According to the DSRIP Dashboard,

MSBI served 73,277 unique members (with 1,553,339 claims) covered by Medicaid in 2017. MSBI is the largest acute care hospital in Manhattan in terms of the number of claims (1,521,338) attributed to members residing in New York City¹. MSBI is the largest provider of mental health services in New York City in 2017 with 13,490 members and 896,941 claims.²

This project will help to improve population health by implementing a sustainable comprehensive care model built around integrated behavioral health, primary care and subspecialty care, which will likely include such specialties as cardiology, endocrinology and geriatrics. Area residents experience substantial rates of preventable hospital admissions for behavioral health conditions. This proposed project will help MSBI to reduce avoidable hospital use and improve other public health measures at both the system and the State levels, thereby reducing costs of healthcare services. This project will ensure increased access to appropriate and high-quality health care and will support transformational change to the healthcare delivery system. Building behavioral health infrastructure that is fully integrated with primary care and subspecialty services, located directly in the community, will result in a substantially reduced need for inpatient psychiatric and detoxification/rehab beds, as well as long-term and general medical/surgical beds across the Mount Sinai system.

Bernstein Pavilion, where the majority of the behavioral health services offered at the main Hospital are located, is the quintessential example of 1950s hospital architecture; the building is aged and not designed to facilitate the behavioral health care models of the 21st century. As a safety-net provider, MSBI is a critically important health care resource for primary care, specialty care and behavioral health care to the residents in the downtown Manhattan area, Brooklyn and Queens. MSBI's vision is to create a transformational, state-of-the-art, community-oriented center for inpatient and outpatient behavioral health care and a one-stop location of services for mental health, substance use, physical health and social service needs for the residents of MSBI's primary service area (PSA). As discussed throughout this narrative, the comprehensive behavioral health center will address some of the critical gaps identified in the behavioral health services continuum of care through the expansion of existing outpatient behavioral health services and by providing new intensive outpatient programs; short-term crisis and respite housing with intensive therapeutic services; on-site, integrated primary care and subspecialty care services; and seamless coordination of services via specialized behavioral health care coordinators.

This application seeks approval to renovate an existing, six-(6)-story-building, with a cellar and one (1) mechanical penthouse level, at 45 Rivington Street, relocate MSBI's inpatient and outpatient behavioral health services from the current MSBI Hospital campus into the newly renovated building at 45 Rivington Street, and expand outpatient behavioral health services to the community by providing new intensive outpatient programs. This project will allow MSBI to better meet the needs of PSA residents by:

¹ DSRIP Dashboard B2, CY2017

² DSRIP Dashboard B4, CY2017

- Creating an integrated, collaborative, and accountable service delivery system that incorporates the full continuum of services, transforming the current service delivery system from one that is institutionally based to one that is community-based.
- Creating a community-based navigation system to assist patients in getting the services they need, when they need them, and thereby, avoiding unnecessary hospital use.
- Improving population health through the integration of behavioral health and primary care services.
- Enhancing access to outpatient behavioral health services by expanding the current outpatient behavioral health services to be relocated from the Bernstein Pavilion and adding new intensive outpatient programs.

The vision for a comprehensive behavioral health center is to ensure clinical and operational integration of existing and new mental health, substance use, primary care, and subspecialty care services to better meet the needs of the community, and to help transform the health system into a proactive treatment and prevention model based on principles of recovery, health promotion, chronic disease management, treatment adherence, and patient-centered care. By creating a unified physical platform where mental health, substance use and primary care services are operationally integrated, MSBI, as well as its provider partners in the Mount Sinai Performing Provider System (PPS), will be better able to treat the whole patient, reduce operational inefficiencies, and help reduce the overutilization of acute and emergency levels of care.

The project proposes to renovate approximately 134,100 square feet throughout the building to achieve the following:

- Relocate 64 inpatient psychiatric beds, 26 chemical dependency – detoxification beds and 25 chemical dependency – rehabilitation beds from the Bernstein Pavilion.
- Relocate the following dually-certified New York State Office of Mental Health and New York State Department of Health outpatient programs from the Bernstein Pavilion:
 - Assertive Community Treatment (ACT) Program.
 - Adult Clinic Treatment Program.
- Place eight (8) extended observation beds (EOB) of MSBI’s comprehensive psychiatric emergency program (CPEP) at 45 Rivington Street. This will be accomplished by relocating four (4) of the six (6) currently certified EOB beds to 45 Rivington Street and certifying four (4) additional EOB beds. The CPEP and two (2) extended observation beds will relocate from the current MSBI campus to the new hospital proposed for 13th Street (note: the 13th Street project is being submitted as a separate C.O.N. Application).
- Relocate the following dually-certified New York State Office of Alcoholism and Substance Abuse Services and New York State Department of Health outpatient programs from the Bernstein Pavilion:
 - Medical Managed Detoxification.
 - Medically Supported Withdrawal Outpatient.

- Chemical Dependence Outpatient Clinic.
- Chemical Dependence Outpatient Rehabilitation.
- Create a 25-slot Partial Hospitalization Program (PHP)/35-slot Intensive Outpatient Program (IOP) on the first floor.
- Create a 10-bed Crisis and Respite Center on the first floor.
- Provide integrated outpatient behavioral health, primary care and subspecialty clinic space on the second floor.
- Provide ancillary support and administrative space for the behavioral health inpatient and outpatient services to be provided at the 45 Rivington Street location.

Please refer to the Architectural Narrative provided under the **Schedule 6 Attachment** for a complete description of the project.

The Total Project Cost (TPC) for this project is \$140,677,876, which will be funded by equity from Mount Sinai Hospital and Mount Sinai Beth Israel. It should also be noted that this project may be included as part of a future DASNY bond financing of Mount Sinai Health System. It is expected that this bond financing would have typical DASNY terms. The applicant is prepared to discuss this financing with the State Health Department but wants to make sure the Department is fully aware that this may occur. In addition, the applicant understands that it must propose such a financing prior to the completion of work on this project, i.e., before the project is closed out.

The following sections demonstrate the need for this project, an overview of how the project will address the objectives of the DSRIP program and New York State's Prevention Agenda, and how MSBI will ensure that all patients receive high-quality health care as a result of this project.

Public Need

Geographic Area and Population Served by Mount Sinai Beth Israel

The primary service area (PSA) for this project is based on a patient origin analysis of MSBI. The PSA is comprised of 73 ZIP Codes (see Project Narrative Appendix A). This area encompasses almost all of Manhattan, as well as some or all of the following Brooklyn neighborhoods: Williamsburg/Greenpoint, Bedford-Stuyvesant, Bushwick, Crown Heights/Prospect Heights and Brownsville.

Demographics of the Primary Service Area

In 2017, the PSA contained over two (2) million residents, which represents over 10% of the total New York State (NYS) population. About 70% of the PSA residents are working age adults between the ages of 18 and 64, approximately one-fifth (17%) are aged 18 and under and 14% are aged 65 or older. The PSA is similar to Manhattan and more diverse than NYS as a whole. In 2017, about 26% of PSA residents were Hispanic, 17% were non-Hispanic African-American, 44% were non-Hispanic White and 11% were non-Hispanic Asian. Lastly, 24% of the PSA population in 2017 was foreign-born. Please refer to the following table for these statistics.

Table 1. Population Demographics, 2017

	PSA	Manhattan	New York State
2017 Population	2,163,997	1,653,877	19,798,228
Percent Age 18 and under	16.8%	14.5%	21.2%
Percent Age 65 and over	14.0%	15.3%	15.2%
Percent African-American, Non-Hispanic	17.1%	12.5%	14.4%
Percent Asian, Non-Hispanic	10.9%	11.9%	8.3%
Percent Hispanic	25.5%	26.1%	18.8%
Percent White, Non-Hispanic	43.9%	46.8%	55.9%
Percent Other, Including Two or More Races	2.6%	2.7%	2.6%
Percent Foreign-Born Individuals	24.4%	28.9%	22.7%

Source: U.S. Census Bureau

Socio-Economic

In 2017, the median income in the PSA was \$76,336, lower than that of Manhattan as a whole. Throughout the NYC boroughs, there is great disparity in median income levels. For example, in Manhattan, the median annual income at the census tract level ranges from a high of \$243,622 to a low of \$11,270. In addition, about 19% of the residents of the PSA live at or below the Federal Poverty Level (FPL) as compared to 17% for all of Manhattan and 15% for all of the State of New York. Pockets of high poverty in the PSA include East Harlem, Central Harlem and Manhattanville in Manhattan, as well as Bedford-Stuyvesant and Bushwick in Brooklyn. Homelessness and housing instability are also prevalent. In NYC, 56% of New York City’s renter households were rent-burdened in 2017³ and over 63,600 residents sleep in homeless shelters nightly⁴. Almost 8% of residents of the PSA are uninsured, similar to the rate for Statewide. The PSA has a higher rate of unemployment (6.8%) than Manhattan (4.2%) and NYS (4.3%). 85% of the PSA residents aged 25 and over have a high school degree, compared to Manhattan (87%) and NYS (86%).

In 2017, the PSA had the same percentage of residents who are disabled as Manhattan (10.2%). The median earnings of people with disabilities tend to be about two-thirds of the median earnings of people without disabilities. In addition, poverty among people with disabilities is typically higher than people without disabilities. Please refer to the following table for detailed socio-economic data.

Table 2. Socio-Economic Characteristics, 2017

	PSA	Manhattan	New York State
Median Income	\$76,336	\$79,781	\$62,765
Percent Unemployed (Age 16 and over)	6.8%	4.2%	4.3%
Percent Individuals at or below Federal Poverty Level	19.4%	17.3%	15.1%
Percent Uninsured	7.7%	6.7%	7.6%
Education High School Graduate or Higher	84.9%	86.8%	86.1%
Percent with a Disability	10.2%	10.2%	11.4%

Source: U.S. Census Bureau

³ Citizens Budget Commission, Think Your Rent is High? Documenting New York City’s Severest Rent Burdens, October 11, 2018

⁴ Coalition for the Homeless, New York City Homeless Municipal Shelter Population, Monthly Census 1983 – Present, April 8, 2019

The residents of the PSA have characteristics (i.e., being elderly, young and/or living below the Federal Poverty Level) that make them likely candidates for being medically underserved and/or otherwise in need of increased access to care, as proposed in this Application.

Leading Causes of Death and Hospitalizations

In 2014 (latest information available), the leading causes of hospitalizations among Medicaid patients in the PSA were hypertension (49,122 admissions), cocaine abuse (33,658 admissions), opioid abuse (32,848 admissions) diabetes (32,178 admissions), chronic alcohol abuse (31,906), depression 31,608 admissions), and asthma (30,359 admissions).⁵ The leading causes of ED visits for Medicaid beneficiaries in the PSA were hypertension (84,260 visits), asthma (78,672 visits), depression (55,967 visits), diabetes (46,786 visits) chronic alcohol abuse (45,688 visits) and depressive and other psychoses (44,729 visits).⁶

Heart disease is the leading cause of death in all boroughs in NYC and the State. Of the 3.9 million Medicaid enrollees in NYC, 1,132,680 (28.5%) have a cardiovascular disease or related disorder. In the PSA, about 199,991 (26%) enrollees have cardiovascular disease. About 11% of Medicaid enrollees in the PSA has diabetes, similar to peer New York City residents.

Persons with mental illness and/or addictions tend to have co-occurring physical illnesses that typically require medical care that is not traditionally available in, or linked to, their behavioral healthcare services. For instance, individuals living with a substance abuse disorder often have one (1) or more physical health problems such as lung disease, hepatitis, HIV/AIDS, cardiovascular disease, cancer and mental disorders, such as depression, anxiety, bipolar disorder and schizophrenia.⁷ The integration of primary and subspecialty care with behavioral health will help to address these often-interrelated illnesses by ensuring coordinated, cost-effective care and help to negate barriers to primary and subspecialty care. The integration of care will contribute to improved health and decrease the risk of adverse outcomes, including hospital admissions.

Behavioral Health

Nearly one (1) million NYC Medicaid beneficiaries (977,287 individuals), or 25% of the total Medicaid beneficiaries in NYC, are diagnosed with a mental health condition or substance use disorder. The PSA contains 157,929 (21%) with a mental health disorder and 66,305 enrollees (9%) with a substance use disorder (for a total of 30% with a mental health condition or substance use disorder). In addition, 47% of Medicaid beneficiaries with mental health disorders and 60% of Medicaid beneficiaries with substance use disorders visited the ED at least once. In addition, 33% of Medicaid beneficiaries with mental health disorders and 64% of Medicaid beneficiaries with substance use disorders were hospitalized in 2014.

⁵Medicaid_Chronic_Conditions__Inpatient_Admissions_and_Emergency_Room_Visits_by_Zip_Code__Beginning_2012 NYC

⁶ Ibid.

⁷ Mertens JR, Lu YW, Parthasarathy S, Moore C, Weisner CM. Medical and psychiatric conditions of alcohol and drug treatment patients in an HMO, 2003, Arch Int Med 163:2511-2517

Of the PSA Medicaid beneficiaries with a mental health disorder, approximately 24% are diagnosed with depression, 20% are diagnosed with depressive and other psychoses, 13% have schizophrenia and 12% have chronic stress/anxiety. Many individuals with mental health conditions have co-morbidities, including substance use disorders, cardiovascular disease and diabetes. In a survey that was distributed to potential PPS partners⁸, the results of which are certainly applicable to the PSA population, the following was found:

- About 68% of respondents indicated that Medicaid beneficiaries have a “Difficult” or “Very Difficult” time accessing mental health services.
- About 39% of respondents indicated that Medicaid beneficiaries have a “Difficult” or “Very Difficult” time accessing substance use disorder services, and 35% indicated that they were “Not Sure” about the accessibility of such services, potentially due to the burden of stigma.
- About 60% of respondents indicated that primary care providers and behavioral health providers are “Ineffective” at co-managing Medicaid beneficiaries with a behavioral health co-morbidity.

A total of 65,433 residents of Manhattan received services funded by Medicaid through the New York State Office of Mental Health (OMH) and/or New York State Office of Addiction Services and Supports (OASAS) in 2017.⁹ In Manhattan, the average Medicaid expenditure per individual for psychiatric inpatient services was \$17,583, followed by an average expenditure per individual of \$2,095 for outpatient services and \$806 per individual for emergency room services, including CPEP. NYSOMH also provides a synopsis of Medicaid spending on patients who use its services, including non-behavioral health services. In Manhattan, 31% of spending on behavioral health patients was for OMH-licensed services. Another 10% is spent on OASAS-licensed services. 4% is spent on health home services and 5% is spent on miscellaneous categories such as medications, physician services and non-licensed OMH services. Importantly, 50% of spending on behavioral health patients was for non-behavioral health services, indicating that these patients have other health needs that need to be addressed in addition to their behavioral health needs (which will be addressed, in large part, by integrated behavioral health and primary care services through this MSBI project).¹⁰ NYC has a higher readmission rate within 30 days for mental health conditions (22.5%), as compared to that of the State, which averages 19.9%. In terms of quality, NYC performs worse than the State for ensuring that there is an ambulatory follow-up within seven (7) days of discharge (36.3% for NYC vs. 38.5% for NYS).

Of all Medicaid enrollees in the PSA with a substance use disorder, the most frequent diagnosis is opioid use (27% or 17,676 persons), followed by chronic use of alcohol (21% or 14,104 persons), drug use/cannabis (17% or 11,288 persons) and cocaine use (15% or 10,167 persons). In addition, NYC has a large number of adult substance use disorder discharges (15,118), and it also has the

⁸ Mount Sinai PPS Community Needs Assessment Survey #1, 2014

⁹ <http://bi.omh.ny.gov/cmhp/mh-services>

¹⁰ New York Office of Mental Health, 2017 Medicaid Service Utilization Distribution. Dual eligibles are excluded from this data.

highest percentage of substance use disorder readmissions within 30 days (32.4%), compared to Statewide (22.5%). NYC also has the lowest rate of substance use disorder – detoxification discharges receiving follow-up within 14 days of discharge (30.2%), as compared to the rest of New York State (the NYS average is 35.8%).

Co-morbidity of Chronic Medical Conditions and Mental Health Conditions

Individuals living with a mental health condition and/or substance use disorder are at greater risk for complex physical health problems and may face more barriers in accessing primary medical care. The New York State Office of Mental Health (OMH) conducts a patient characteristics survey every two (2) years to collect demographic, clinical and service-related information for each person who receives a public mental health service during a specified one-(1)-week period. The following table shows information on the number of people treated in New York City mental health programs identified during the most recently available (2017) patient characteristics survey as having one (1) or more chronic medical condition, compared to Statewide:

Table 3. Chronic Medical Conditions

	New York City	New York State
All Age Groups (Combined)		
Total served	94,054	187,192
No. with at least one chronic medical condition	53,423	96,086
% with at least one chronic medical condition	56.8%	51.3%

Source: New York State Office of Mental Health, 2017 Patient Characteristics Survey

As indicated in the table above, the percentage of individuals receiving treatment in a mental health program with at least one (1) chronic medical condition is significantly higher in New York City, compared to Statewide.

Persons with mental illness and/or addictions tend to have co-occurring physical illnesses that typically require medical care that is not traditionally available in, or linked to, their behavioral healthcare services. For instance, individuals living with a substance use disorder often have one (1) or more physical health problems such as lung disease, hepatitis, HIV/AIDS, cardiovascular disease, cancer and mental disorders, such as depression, anxiety, bipolar disorder and schizophrenia.¹¹ The connectivity of primary care and behavioral health as a result of the proposed project will help to address these often-interrelated illnesses by ensuring coordinated, cost-effective care and help to negate barriers to primary care. The seamless continuum of care will contribute to improved health and decrease the risk of adverse outcomes, including hospital admissions.

As the demographic and health status data outlined above shows, the underserved population in MSBI’s service area is particularly vulnerable to poor health outcomes compared to the rest of New York City and Statewide. The ethnic and cultural characteristics, as well as the socio-economic characteristics of the PSA residents, have created barriers to health care access for the vulnerable and

¹¹ Mertens JR, Lu YW, Parthasarathy S, Moore C, Weisner CM. Medical and psychiatric conditions of alcohol and drug treatment patients in an HMO, 2003, Arch Int Med 163:2511-2517

at-risk population served by Mount Sinai Beth Israel. The proposed project will transform the health care delivery system into a highly effective, integrated health delivery system, providing enhanced access to high-quality behavioral health and primary care, and community-based specialty care in collaboration with community partners.

Decreasing Inpatient Utilization – Right-Sizing Number of Beds

As documented in several tables below, MSBI has experienced a decline in inpatient utilization (i.e., discharges and/or patient days) on its behavioral health units and chemical dependency – detoxification unit since 2014. The chemical dependency – rehabilitation unit has seen an increase in discharges and patient days since 2014.

Inpatient Discharges – Behavioral Health and Chemical Dependency 2014-2018

	2014	2015	2016	2017	2018
Psychiatry	2,179	2,401	2,451	2,186	1,831
Chemical Dependency - Detox	4,700	3,255	2,495	2,629	2,610
Chemical Dependency - Rehab	699	670	673	720	872

Inpatient Days – Behavioral Health and Chemical Dependency 2014-2018

	2014	2015	2016	2017	2018
Psychiatry	27,752	26,921	26,755	20,085	16,510
Chemical Dependency - Detox	16,742	11,476	9,074	9,886	9,724
Chemical Dependency - Rehab	9,772	9,462	9,226	9,509	10,082

The decline in discharges and patient days for behavioral health and chemical dependency – detoxification is largely due to the increased availability of crisis and transitional services, enhanced outpatient services, and new care management and residential services in New York State for people with behavioral health and substance use disorders. The Mount Sinai Health System has heavily focused on effective access and utilization of these services by its providers, and has led several innovative pilots and programs. Such pilots/programs include the Behavioral Health Crisis Response Pilot (with OMH, OASAS and DOHMH); a HARP VBP Pilot; widespread scaling of integrated behavioral health and primary care services; a new Partial Hospitalization Program at Mount Sinai Hospital; and multiple DSRIP-related pilots focusing on transitions of care and access to housing. The net result has been a continuous decline in the need for inpatient psychiatric hospitalization, as there are many more options for safe and effective treatments and support in the community. The Hospital has therefore determined that the most effective way to serve its patients at the proposed comprehensive behavioral health center, given the decreasing utilization noted above, is to operate 64 inpatient psychiatric beds, 26 chemical dependency – detoxification beds and 25 chemical dependency – rehabilitation beds.

Alignment with Community Need

Due to a lack of access to primary care, behavioral health services, and stabilizing social supports, high-cost acute care inpatient and emergency department services continue to be utilized when they might be preventable. In 2014, there were almost 1.2 million potentially preventable Medicaid ED visits (PPVs) in New York City, representing a rate of 29 visits per 100 members. The highest rate is found in Manhattan (39 visits per 100 members), where the great majority of MSBI's PSA ZIP Codes are located. In 2014, there were almost 52,000 potentially preventable adult Medicaid hospital (PQI) hospitalizations¹² in New York City, representing a prevention quality overall composite rate of 1.9 admissions per 100 members. Manhattan's rate, which is the second highest of the five (5) boroughs after the Bronx, was 2.2 admissions per 100 members (which will still meet the need for this latter population).

It is extremely difficult for Medicaid beneficiaries to access all types of outpatient care with the exception of emergency services. Increasing access to ambulatory care, health education and social services will bridge gaps within the current delivery system. By shifting the focus of care toward community-based settings and prevention, the entire health care delivery system will see a number of benefits. Patients will experience improved health outcomes and a better quality of life, while avoidable hospitalizations and health care costs will be reduced.

This proposed project, which will reallocate resources toward additional outpatient behavioral health care services with integrated primary medical care services, will result in reduced inpatient admissions for the behavioral health population. As indicated above, most behavioral health dollars are spent on emergency care and inpatient stays. This project seeks to provide a comprehensive inpatient and outpatient community-oriented center for behavioral health care and a one-stop location of services for mental health, substance use, physical health and social service needs for the residents of MSBI's primary service area (PSA).

Project Impact on Individuals Covered by Medicaid or the Uninsured

The project will have a significant impact on the Medicaid and uninsured community by providing increased access to integrated primary care and behavioral health services. As noted above, according to the DSRIP Dashboard, MSBI served 73,277 unique members (with 1,553,339 claims) covered by Medicaid in 2017. In addition, MSBI was the largest provider of mental health services in New York City in 2017 with 13,490 members and 896,941 claims. The creation of a comprehensive inpatient and outpatient behavioral health center, which will include the development of expanded outpatient mental health programs, will facilitate a reduction in the number of preventable inpatient admissions and ED visits within MSBI's PSA, as well as the three-(3)-county service area of the Mount Sinai PPS, and will meet community need by becoming a one-stop location of services for mental health, substance use, physical health and social service needs.

Advancement of DSRIP Program Goals

¹² Medicaid Inpatient Prevention Quality Indicators_PQI_for Adult Discharges_by Patient County_Beginning_2011,

MSBI's proposed project to create a comprehensive behavioral health center at the Rivington Street site directly contributes to Mount Sinai PPS selected DSRIP projects focused on:

- *Creating an integrated, collaborative, and accountable service delivery structure that incorporates the full continuum of services. Transform the current service delivery system from one that is institutionally-based to one that is community-based (project 2.a.i – The creation of an integrated delivery system);*
- *Creating a community-based navigation system to help patients get the services they need, when and where they need them, and to avoid unnecessary hospital use (project 2.c.i – Development of community-based health navigation services);*
- *Integrating behavioral health and primary care services (projects 3.a.i – Integration of Primary Care and Behavioral Health Services; and 3.a.iii – Implementation of Evidence-Based Medication Adherence Program in Community Based Sites for Behavioral Health Medication Adherence); and*
- *Achieving population-based reductions in morbidity and mortality (project 4.b.ii – Increase Access to High Quality Chronic Disease Preventative Care and Management in both Clinical and Community Settings).*

In particular, this project advances DSRIP program goals, as follows:

Goal #1 – Improve Population Health: Through this project, MSBI expects to make significant improvements in population health for its PSA of over two (2) million residents, as well as the three-(3)-county Mount Sinai PPS service area (Manhattan, Brooklyn and Queens). Specifically, MSBI will provide expanded space for integrated primary medical care and behavioral health services. MSBI will specifically target individuals who are significant users of healthcare services. It is the goal of MSBI to **improve the health outcomes** of the population it serves by focusing on the poor health outcomes identified above for its service area population.

Goal #2 – Support Transformational Change to Healthcare Delivery System: This project will **directly support transformational change** to the healthcare delivery system. Building behavioral health infrastructure that is integrated with primary care services, located directly in the community, will result in a substantially reduced need for inpatient psychiatric and detoxification/rehab beds, as well as long-term and general medical/surgical beds across the Mount Sinai system.

Goal #3 – Reduce Costs of Healthcare Services: Through this project, MSBI will achieve a reduction in the costs of healthcare services through a shift from costly inpatient care to less-costly outpatient care for behavioral health patients. To this end, cost reduction is expected to result from the **reduced inpatient hospital admissions** through the creation of an outpatient behavioral health center with integrated primary care services.

Goal #4 – Increase Access to Appropriate and High-Quality Healthcare for all New Yorkers: It is the goal of MSBI, through this project, to increase access to appropriate and high-quality healthcare for

its behavioral health service population, including not only individuals covered by Medicaid or who are uninsured, but for the entire service population. This proposed project will increase behavioral health patients' access to both inpatient and ambulatory care services.

Goal #5 – Reduce Avoidable Hospital Use and Improve Other Health and Public Health Measures at both the System and State Levels: As noted above, through this project, MSBI will achieve a reduction in the use of preventable healthcare services through the shift from costly inpatient care to less-costly outpatient care for the behavioral health population. The project is expected to result in **reduced inpatient hospital admissions** through the creation of a comprehensive behavioral health center with integrated primary care services.

Goal #6 – Preserve Essential Safety Net Providers Across the State: As noted above, MSBI meets the definition of a safety net hospital, with 92.04% of its outpatient visits comprised of Medicaid-eligible, uninsured and dually-eligible individuals, and 57.27% of its inpatient discharges comprised of Medicaid-eligible, uninsured or dually-eligible individuals. These percentages are among the highest for voluntary hospitals in New York State. This project will preserve and improve MSBI for future generations.

Project Impact on New York State's Prevention Agenda 2019 - 2024

MSBI is committed to improving the health and well-being of the community. MSBI and the Mount Sinai Health System actively assess the community's health needs on an annual basis and recommend programs and/or services to meet those needs. The System's action plan has been identified through its Community Advisory Board as it continues ongoing dialogue with patients, staff (including physicians, nurses and other personnel), volunteers, board members, local organizations, area business leaders, elected officials, not-for-profits and the New York City Department of Health and Mental Hygiene. These efforts have brought together a variety of health care providers and stakeholders to collaborate on the priority Prevention Agenda focus areas, as well as developing a Community Health Assessment. Based on the Community Health Assessment compiled by the Mount Sinai PPS in collaboration with other PPS partners, the Mount Sinai Health System has selected the following Prevention Agenda priority items: increase access to high quality chronic disease preventive care and management in both clinical and community settings; and promote mental health and prevent substance use. These selected priorities are fully compatible with MSBI's community health initiatives, and are and will continue to be supported by existing programs and staff, as well as the addition of new and modified programs, including MSBI's plan to create a comprehensive behavioral health center to provide both inpatient and outpatient services to the community.

Summary

MSBI and Mount Sinai Health System continually strive to adopt new ideas, directions and initiatives that most effectively respond to the health needs of the community, while remaining a viable institution prepared to meet the financial and regulatory challenges facing today's healthcare facilities. This proposed transformational project would meet community need by creating a

sustainable comprehensive care model built around integrated behavioral health and primary care in one location. Completion of this project will lead to an integrated delivery system that will strengthen, protect and expand access to this essential safety-net provider as well as ensure health and wellness services in the right locations while delivering high-value care in collaboration with other providers in meeting the needs of the community now and into the future.

Appendix A

List of Primary Service Area ZIP Codes

MOUNT SINAI BETH ISRAEL

LIST OF PSA ZIP CODES

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Working Capital Financing Plan

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

This section should be completed in conjunction with the monthly Cash Flow. The general guidelines for working capital requirements are two months of first year expenses for changes of ownership and two months' of third year expenses for new establishments, construction projects or when the first year budget indicates a net operating loss. Any deviation from these guidelines must be supported by the monthly cash flow analysis. If working capital is required for the project, all sources of working capital must be indicated clearly. Borrowed funds are limited to 50% of total working capital requirements. 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
Example: <i>First borrowed fund source</i>	Example: <i>first_bor_fund.pdf</i>
<u>Not Applicable</u>	

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

Mount Sinai Beth Israel is proposing to construct/renovate a replacement facility for the Hospital's inpatient and outpatient behavioral health services and expand the outpatient behavioral health services offerings to the community. Existing cash is sufficient to meet the working capital needs of the proposed expansion of outpatient behavioral health services. Please refer to the **Schedule 5 Attachment** for a Monthly Cash Flow Analysis showing sufficient cash throughout the first year of operations. Please also refer to the **Schedule 9 Attachment** for the 2018 Certified Financial Statement and the most recent 2019 Internal Financial Statement of Mount Sinai Beth Israel, Mount Sinai Hospital.

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
<i>Example: Attachment to operational balance sheet</i>	<i>Example: Operational_bal_sheet.pdf</i>
<u>Not Applicable</u>	

Schedule 5 Attachment

1. Year 1 Monthly Cash Flow

The Hospital is providing three (3) separate sets of Year 1 Monthly Cash Flow as part of this C.O.N. Application, as follows:

- Set #1 – Includes Mount Sinai Beth Israel (MSBI), Mount Sinai Brooklyn (MSB, which is a division of MSBI) and the New York Eye and Ear Institute of Mount Sinai (NYEEI) combined, inclusive of all services (including acute and behavioral health services). This set of documents represents the information in Set #2 plus the information in Set #3.
- Set #2 – Includes MSBI (with its MSB division) and NYEEI for the new hospital campus, exclusive of behavioral health services of MSBI (which will not be located on the new hospital campus).
- Set #3 – Includes all behavioral health services of MSBI (neither MSB nor NYEEI provide behavioral health services).

Mount Sinai Beth Israel
MSBI/MSBrooklyn/NYEEI

MONTHLY CASH FLOW ANALYSIS - YEAR 1
 (in Thousands)

Month	1	2	3	4	5	6	7	8	9	10	11	12
Starting Cash	\$170,650	\$161,523	\$157,900	\$154,278	\$150,655	\$147,033	\$143,410	\$139,788	\$136,165	\$132,543	\$128,920	\$125,298
Monthly Revenue	\$66,058	\$71,563	\$71,563	\$71,563	\$71,563	\$71,563	\$71,563	\$71,563	\$71,563	\$71,563	\$71,563	\$71,563
Monthly Expenses	\$75,186	\$75,186	\$75,186	\$75,186	\$75,186	\$75,186	\$75,186	\$75,186	\$75,186	\$75,186	\$75,186	\$75,186
Remaining Cash	\$161,523	\$157,900	\$154,278	\$150,655	\$147,033	\$143,410	\$139,788	\$136,165	\$132,543	\$128,920	\$125,298	\$121,675

Note: Starting cash reflects Cash on the March 31, 2019 Balance Sheets of Mount Sinai Beth Israel and Mount Sinai Hospital, and the June 30, 2019 Balance Sheet of New York Eye and Ear Infirmary of Mount Sinai

Mount Sinai Beth Israel
New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

MONTHLY CASH FLOW ANALYSIS - YEAR 1
 (in Thousands)

Month	1	2	3	4	5	6	7	8	9	10	11	12
Starting Cash	\$170,650	\$164,239	\$162,900	\$161,561	\$160,222	\$158,883	\$157,543	\$156,204	\$154,865	\$153,526	\$152,187	\$150,848
Monthly Revenue	\$60,856	\$65,927	\$65,927	\$65,927	\$65,927	\$65,927	\$65,927	\$65,927	\$65,927	\$65,927	\$65,927	\$65,927
Monthly Expenses	\$67,266	\$67,266	\$67,266	\$67,266	\$67,266	\$67,266	\$67,266	\$67,266	\$67,266	\$67,266	\$67,266	\$67,266
Remaining Cash	\$164,239	\$162,900	\$161,561	\$160,222	\$158,883	\$157,543	\$156,204	\$154,865	\$153,526	\$152,187	\$150,848	\$149,508

Note: Starting cash reflects Cash on the March 31, 2019 Balance Sheets of Mount Sinai Beth Israel and Mount Sinai Hospital, and the June 30, 2019 Balance Sheet of New York Eye and Ear Infirmary of Mount Sinai

Mount Sinai Beth Israel
The Mount Sinai Comprehensive Behavioral Health Center

MONTHLY CASH FLOW ANALYSIS - YEAR 1
 (in Thousands)

Month	1	2	3	4	5	6	7	8	9	10	11	12
Starting Cash	\$170,650	\$168,956	\$167,696	\$166,436	\$165,175	\$163,915	\$162,655	\$161,394	\$160,134	\$158,874	\$157,614	\$156,353
Monthly Revenue	\$5,203	\$5,636	\$5,636	\$5,636	\$5,636	\$5,636	\$5,636	\$5,636	\$5,636	\$5,636	\$5,636	\$5,636
Monthly Expenses	\$6,897	\$6,897	\$6,897	\$6,897	\$6,897	\$6,897	\$6,897	\$6,897	\$6,897	\$6,897	\$6,897	\$6,897
Remaining Cash	\$168,956	\$167,696	\$166,436	\$165,175	\$163,915	\$162,655	\$161,394	\$160,134	\$158,874	\$157,614	\$156,353	\$155,093

Note: Starting cash reflects Cash on the March 31, 2019 Balance Sheets of Mount Sinai Beth Israel and Mount Sinai Hospital, and the June 30, 2019 Balance Sheet of New York Eye and Ear Infirmary of Mount Sinai

New York State Department of Health Certificate of Need Application

Schedule 6

Architectural Submission Requirements for Contingent Approval and Contingency Satisfaction

Schedule applies to all projects with construction, including Articles- 28, 36 & 40, i.e., Hospitals, D&TCs, RHCs, CHHAs, LTHHCPs and Hospices.

Instructions

- Provide Narrative using format below.
- Provide Architect/Engineering Certification Form
 - List of Architectural or Engineering Certification Forms
 - [Architect's Letter of Certification for Proposed Construction or Renovation for Projects That Will Be Self-Certified. Self-Certification Is Not an Option for Full Review Projects, Projects over \\$15 Million, or Projects Requiring a Waiver](#) (PDF)
 - [Architect's Letter of Certification for Proposed Construction or Renovation Projects to Be Reviewed by DOH or DASNY](#) (PDF) (Not to Be Submitted with Self-Certification Projects)
 - [Architect's Letter of Certification for Completed Projects](#) (PDF)
 - [Architect's or Engineer's Letter of Certification for Inspecting Existing Buildings](#) (PDF)
- Provide FEMA BFE Certificate
 - [FEMA BFE Certificate](#)
- Provide Architecture/Engineering Drawings in PDF format for review. Refer to Electronic Review Guidance Document for instructions for providing drawings for CON review.
- Provide Physicist's Report and the supporting information including drawings, details and supporting information.
 - [Physicist's Letter of Certification](#) (PDF)
- Required attachments must be submitted as separate documents and labeled accordingly.
- If any of the attachments require to be updated, provide an updated Schedule 6 form with the revised dates indicated on the form, in the date column.
- Do not combine the narrative, A/E Cert Form and FEMA BFE Certificate into one document.
- Refer to the Contingent Approval or Contingency Satisfaction for Submission Table requirements listed below.

Format

- Refer to "NYSDOH and DASNY Electronic Drawing Submission Guidance for CON Reviews" located on the NYSDOH Website. (Drawing files less than 100 MB can be uploaded into one file and bookmarked in PDF format.)

"Architecture/Engineering Narrative"

Narrative shall include but not limited to the following information. Please address all items in the narrative located in the response column.

Description
Intent/Purpose: <u>Please refer to the Architectural Narrative and Functional Space Program.</u>
Site Location: 45 Rivington Street, New York (New York County), New York 10002
Brief description of current facility, including Facility Type: <u>Please refer to the Architectural Narrative and Functional Space Program.</u>
Brief description of proposed facility: <u>Please refer to the Architectural Narrative and Functional Space Program.</u>

New York State Department of Health Certificate of Need Application

Schedule 6

Location of proposed spaces or spaces. (Occupancy type for each occupied space.) <u>Please refer to the Architectural Narrative and Functional Space Program.</u>	
Indicate if mixed occupancies, multiple occupancies and or separated occupancies. Please describe the required smoke and fire separations between occupancies: <u>See Life Safety Plan documents provided as part of this Application.</u>	
Relationship of spaces conforming with Article 28 space and Non-Article 28 space: <u>Please refer to the Architectural Narrative and Functional Space Program.</u>	
List all Exceptions to the NYSDOH referenced standards. <u>Please refer to the Architectural Narrative.</u> (Also, to be noted on the exceptions portion of the Architecture/Engineering Certification Form.)	
List all Requests for equivalencies. <u>Please refer to the Architectural Narrative</u> (Also, to be noted on the exceptions portion of the Architecture/Engineering Certification Form.)	
Describe scope of work involved in building system upgrades and or replacements, fire protection systems, HVAC systems, Sprinkler, etc. <u>Gut renovation of building; All new MEP systems.</u>	
Is the work involved associated with a waiver provided by NYSDOH and or CMS? If yes, provide waiver number. <u>N/A</u>	
Fire Detection, Alarm and Communication System: Describe existing system: <u>Existing building is being protected by an older, obsolete Edwards Signaling Technologies (EST) fire alarm control panel (EST2), which is no longer compatible with the current EST fire alarm head-end equipment.</u> Describe proposed system: <u>Proposed system will comply with requirements of New York Building Code 907 and NFPA 72-2010 for Protected Premises Fire Alarm Systems (per Appendix Q). A manual and automatic fire alarm system with emergency voice/alarm communications and two-way communications will be installed in accordance with section 907.2.2; 907.2.1.2.3 and 907.2.13 of the New York City Building Code.</u>	
Provide a FEMA BFE Certificate from the FEMA website link www.fema.gov if located in a flood zone. What type of work will be associated to mitigate damage and provide the ability to maintain operations if located in a Flood Zone? <u>N/A</u>	
Does the project contain imaging equipment used for diagnostic or treatment purposes? If yes, describe equipment. <u>N/A</u>	
If yes, provide Physicist's Report and the respective drawings and information shall be submitted for review at the Design Development phase of review.	
Compliance with ADA. <u>100% compliance with ADA.</u>	
Any other additional information?	
Description	Response
Type of Work:	Renovation
Square footages of existing areas of work, existing floor and or existing building.	134,125sf
Square footages of the proposed work area or areas.	134,125sf
Does the area of work exceed more than 50% of the area, floor or building?	Exceeds 50% of the area
Square Footage of Proposed Spaces.	134,125sf
Sprinklered	Will be sprinklered as part of the work.
Construction Types for the Existing Building and or Proposed Building (NFPA 101 per occupancy, NFPA 220)	Type 1 (332)
Building Height	95'11'

New York State Department of Health Certificate of Need Application

Schedule 6

Number of Stories	6
Is the proposed Article 28 space located in a basement or underground building?	Basement
Is the proposed Article 28 space windowless space, area or building?	Yes
Is the building a High Rise?	Yes
Does the high-rise building have a generator?	Yes
What is the occupancy of this project per NFPA 101 Life Safety Code Handbook?	Chapter 18 New Healthcare /Chapter 19 Existing Healthcare
List other occupancies that are relevant to this project: Business and Institutional (I2)	
Will the project construction be phased?	No
If yes, how many phases and what is the duration for each phase? <u>N/A</u>	
Does the project contain shell space?	No
Will spaces be temporarily relocated during the construction of this project.	No
If yes, where will the temporary space be? <u>N/A</u>	
Does the temporary space meet the current DOH referenced standards?	Not Applicable
Will spaces be permanently relocated to allow the construction of this project.	Not Applicable
If yes, where will this space be? Click or tap here to enter text.	
Does the proposed temporary space meet the current DOH referenced standards?	Not Applicable
Is there a companion CON associated with the temporary space? If so, provide the associated CON number. Click or tap here to enter text.	Not Applicable
Which edition of FGI is being used for this project?	2018 Edition of FGI
Changes in bed capacity?	Decrease
Changes in the number of occupants? If yes, what is new number of occupants? 1,581	Yes
Does the facility have an EES system? If yes, what type? Proposed will be EES Type 1	Yes
Is the existing EES Type 1 and does it meet the current referenced standards?	No
Does the project involve Operating Room alterations, renovations or rehabilitation?	No
Does the project involve a pool?	No

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

Schedule 6

REQUIRED ATTACHMENT TABLE			
CONTINGENT APPROVAL	CONTINGENCY APPROVAL	Title of Attachment	Attachment File Name in PDF format
<input type="checkbox"/>	<input type="checkbox"/>	Architectural/Engineering Narrative	A/E Narrative.PDF
<input type="checkbox"/>	<input type="checkbox"/>	Architect/Engineer Certification Form	A/E Cert Form. PDF
N/A	<input type="checkbox"/>	FEMA BFE Certificate	FEMA BFE Certificate.PDF
N/A	<input type="checkbox"/>	Article 28 Space/Non-Article 28 Space Plans	CON100.PDF
<input type="checkbox"/>	<input type="checkbox"/>	Site Plans	SP100.PDF
<input type="checkbox"/>	<input type="checkbox"/>	Life Safety Code Plans (Floor plans and reflected ceiling plans.)	LSC100.PDF
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Floor Plans, Roof Plans and Details	A100.PDF
<input type="checkbox"/>	<input type="checkbox"/>	Exterior Elevations and Building Sections	A200.PDF
<input type="checkbox"/>	<input type="checkbox"/>	Vertical Circulation	A300.PDF
<input type="checkbox"/>	<input type="checkbox"/>	Reflected Ceiling Plans and Details	A400.PDF
Optional	<input type="checkbox"/>	Wall Sections and Details	A500.PDF
Optional	<input type="checkbox"/>	Interior Elevations, Enlarged Plans and Details	A600.PDF
	<input type="checkbox"/>	Fire Protection	FP100.PDF
	<input type="checkbox"/>	Mechanical Systems	M100.PDF
	<input type="checkbox"/>	Electrical Systems	E100.PDF
	<input type="checkbox"/>	Plumbing Systems	P100.PDF
	<input type="checkbox"/>	Physicist's Report and the respective drawings and information	X100.PDF

Schedule 6 Attachment

1. Architect's/Applicant's Letter of Certification
2. Architectural Narrative
3. Functional Space Program
4. Architectural Drawings



Department of Health

ANDREW M. CUOMO
Governor

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

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

CONSTRUCTION PROJECT CERTIFICATION LETTER FOR AER REVIEWS ARCHITECTS & ENGINEERS

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

Date: 5/13/2019

CON Number:

Facility Name: Mount Sinai Beth Israel

Facility ID Number: 1439

Facility Address: 45 Rivington Street, New York, NY 10002

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

To The New York State Department of Health:

I hereby certify that:

1. I have been retained by the aforementioned facility, to provide professional architectural/engineering services related to the design and preparation of construction documents, including drawings and specifications for the aforementioned project. During the course of construction, periodic site observation visits will be performed, and the necessary standard of care, noting progress, quality and ensuring conformance of the work with documents provided for all regulatory approvals associated with the aforementioned project.
2. I have ascertained that, to the best of my knowledge, information and belief, the completed structure will be designed and constructed, in accordance with the functional program for the referenced construction project and in accordance with any project definitions, waivers or revisions approved or required by the New York State Department of Health.
3. The above-referenced construction project will be designed and constructed in compliance with all applicable local codes, statutes, and regulations, and the applicable provisions of the State Hospital Code -- 10 NYCRR Part 711 (General Standards for Construction) and Parts (check all that apply):
 - a. 712 (Standards of Construction for General Hospital Facilities)
 - b. 713 (Standards of Construction for Nursing Home Facilities)
 - c. 714 (Standards of Construction for Adult Day Health Care Program Facilities)
 - d. 715 (Standards of Construction for Freestanding Ambulatory Care Facilities)
 - e. 716 (Standards of Construction for Rehabilitation Facilities)
 - f. 717 (Standards of Construction for New Hospice Facilities and Units)

PLEASE NOTE ANY EXCEPTIONS HERE:

~~FGL 2018 2.2.3.2.1.2 EOB Unit without CPEP Unit; FGI 2018 2.2-3.2.8 and FGI 2018 2.5-2.2.8 Shared Support Spaces; FGI 2018 2.5-2.2.4.3 Number of Seclusion Rooms; FGI 2018 2.1-5.3.3.2 and 2.1-5.3.3.3 reduced storage provided~~

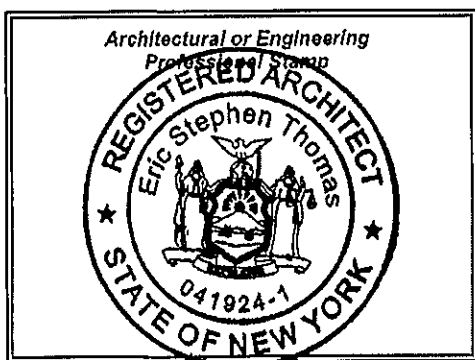
4. I understand that as the design of this project progresses, if a component of this project is inconsistent with the State Hospital Code (10 NYCRR Parts 711, 712, 713, 714, 715, 716, or 717), I shall bring this to the attention of the Bureau of Architecture and Engineering Review (BAER) of the New York State Department of Health prior to or upon submitting final drawings for compliance resolution.

ARCHITECTURAL AND ENGINEERING LETTER OF CERTIFICATION

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

This certification is being submitted to facilitate the CON review and subsequent to formal plan approval by your office. It is understood that an electronic copy of final Construction Documents on CD, meeting the requirements of DSG-05 must be submitted to PMU for all projects, including limited, administrative, full review, self-certification and reviews performed and completed by DASNY.

Project Name: Mount Sinai Health System – Comprehensive Behavioral Health Center
Location: 45 Rivington, New York, NY 10002
Description: Full gut renovation of an existing nursing home to become a Behavioral Health Center



[Handwritten Signature]

Signature of Architect or Engineer

Eric Thomas

Name of Architect or Engineer (Print)

041924-1

Professional New York State License Number

107 Grand Street, New York, NY 10013

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.

5/22/19
Date

[Handwritten Signature]

Authorized Signature for Applicant

Kenneth Davis, MD, President & CEO

Name (Print) Title
Mount Sinai Hospitals Group

Notary signing required for the applicant

BRANDI VAUGHAN
 Notary Public, State of New York
 Reg. No. 01VA8375214
 Qualified in Kings County
 Commission Expires May 14, 2022

STATE OF NEW YORK)

County of New York)

) SS:

On the 22nd day of May, 2019, before me personally appeared KENNETH DAVIS, to me known, who being by me duly sworn, did depose and say that he/she resides at NEW YORK, NY, that he/she is the PRESIDENT + CEO of the MOUNT SINAI HOSPITALS GROUP, 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) *[Handwritten Signature]*

ARCHITECTURAL AND ENGINEERING LETTER OF CERTIFICATION



The Mount Sinai Comprehensive Behavioral Health Center
45 Rivington Street, New York, NY

CON Number: _____

Architectural Narrative

The Mount Sinai Health System is an integrated health care system providing exceptional medical care to local and global communities. Encompassing the Icahn School of Medicine at Mount Sinai and seven hospital campuses, including Mount Sinai Beth Israel, in the New York metropolitan area, as well as a large, regional ambulatory footprint, Mount Sinai is acclaimed internationally for its excellence in research, patient care and education across a range of specialties.

Mount Sinai Beth Israel (MSBI) Campus is in the process of being transformed and all functions will be moving to new campuses. All Behavioral Health programs currently located on this campus will be consolidated to a new campus at 45 Rivington Street on the Lower East Side. This is an existing vacated building that was a Nursing Home. MSBI has leased this building and will renovate it to become the new Mount Sinai Comprehensive Behavioral Health Center (MS BHC). This center will be a state-of-the-art, community-oriented destination for behavioral health care. Services will include mental health, addictions, physical health, integrated outpatient services and social service needs. MS BHC will bring inpatient care, detoxification, rehabilitation, intensive crisis and respite patient beds, primary care and a partial hospitalization program all under one roof.

The existing building at 45 Rivington Street is a high rise building and consists of a main five-story building and an adjacent one-story structure on the south-west side of the main building. The main building has a full footprint cellar and a penthouse level that occupies a portion of the roof. The top of the penthouse roof is approximately 95'-11". The building was constructed in the early 1900s and consists primarily of terracotta floor slabs and cast-iron columns. An infill addition did take place in the 1990's and has different structural construction.

A full gut renovation, including new MEP infrastructure, complete rebuild of two egress stairs, and new elevators is required to convert the existing building into the Comprehensive Behavioral Health Center. The project is being designed towards 2018 FGI Guidelines for Design and Construction of Hospitals. Space program includes:

- Cellar Level (23,260 sf): Full Kitchen, auditorium, pharmacy, outpatient ACT, support services, and MEP services.
- Level 01 (22,676 sf): Main lobby, central intake, Partial hospitalization/Intensive outpatient services, Inpatient crisis and respite, an existing 3-berth loading dock renovated to include 1-ambulance bay and 2-receiving bays and an exterior courtyard located behind the loading berths.
- Level 02 (19,772 sf): Integrated Outpatient Services
- Level 03 (19,772 sf): Inpatient Psychiatry and Extended Observation Beds (EOB)

- Level 04 (19,772 sf): Inpatient Psychiatry beds
- Level 05 (19,772 sf): Inpatient detoxification and rehabilitation beds
- Level 06 (9,101 sf): Administration, FPA, Clinical Research, MEP services and partial roof.
- Level 07: Upper Roof, Roof top equipment

Additional scope of work for the project includes the following:

- Total estimated square feet of renovation totals 134,125 sf
- The existing building construction type is Type I per NFPA 220 Table 4.1.1
- All private and semi-private patient rooms will be ADA accessible
- MS BHC bed counts:
 - (10) Crisis and Respite beds on Level 01
 - (64) Inpatient Psychiatry beds on Levels 03 and 04
 - (8) Extended observation beds, Level 03
 - (51) Inpatient detoxification and rehabilitation beds, Level 05
 - Total Bed Count = 133 Beds
- The building will be fully sprinklered as part of this project.
- All medical equipment and furniture will be new.
- The Construction period is expected to be 27 months

Waivers being requested from the NYSDOH

- **PHP/IOP & Central Intake**
 - Sharing Support Spaces
Exam Room, Meds Room, Soiled Utility, Clean Supply, Staff Toilets
- **Integrated Outpatient Psych Clinics**
 - Shared Support Spaces
Waiting, Meds Room, Soiled Utility, Clean Supply, Staff Toilets
- **Extended Observation Unit**
 - EOB Unit without CPEP Unit
 - Shared Support Spaces with Inpatient Psych
Nurse Manager Office, Nurse Station Meds Room, Soiled Utility, Clean Supply,
- **Inpatient Psych Units**
 - Shared Support Spaces with EOB
Nurse Manager Office, Nurse Station Meds Room, Soiled Utility, Clean Supply,
 - Reduced Seclusion Rooms Count
6 Required (1 Room/ 12 Beds, total 64 Beds)
1 Provided
Functional Program Required only 1 Seclusion Room
- **Inpatient Rehab & Detox Unit**
 - Swing Bed Use
 - Three and Four Bedded Rooms
 - Reduced Social Space Provided;
3060 sf Required (51 Beds x 60 sf/bed)
1,840 sf Provided
- **Central Storage**

- o Reduced Storage Provided
3,875 sf Required (133 Beds x 20 sf/bed + 5% of 24,300sf Outpatient Clinics)
1020 sf Provided
Additional Storage Provided Off-site locations

End of Architectural Narrative



**Mount
Sinai**

HKS

May 13, 2019

Mount Sinai
Comprehensive Behavioral Health Center

LEVEL	PROGRAM	NET SF	DGSF	BGSF
Cellar				
	Public	2,628	5,575	
	Outpatient Psych Clinics (ACT)	1,285	1,711	
	Pharmacy	999	1,104	
	Food Services	3,187	3,368	
	Clinical Support	1,795	1,968	
	On Call Suite	248	439	
	Facilities Management	840	966	
	Building Support	3,831	5,361	
			20,492	23,260
Level 01				
	Public & Building Support	3,817	4,008	
	Crisis & Respite	3,672	4,997	
	Central Intake & PHP/IOP	5,080	7,026	
	Loading	2,988	3,109	
			19,140	22,676
Level 02				
	Public & Building Support	1,164	1,291	
	Outpatient Integrated Psych Clinics	10,300	15,572	
			16,863	19,772
Level 03				
	Public & Building Support	1,176	1,286	
	Inpatient Psych Beds	9,385	12,519	
	Extended Observation Beds	1,744	3,107	
			16,912	19,772
Level 04				
	Public & Building Support	1,176	1,286	
	Inpatient Psych Beds	11,091	15,701	
			16,987	19,772
Level 05				
	Public & Building Support	1,175	1,284	
	Inpatient Rehab and Detox Beds	11,552	15,701	
			16,985	19,772
Level 06				
	Public & Building Support	1,122	1,218	
	Administration, FPA & Research	3,167	5,144	
			6,362	9,101
Total			113,741	134,125



**Mount
Sinai**

Mount Sinai
Comprehensive Behavioral Health Center
Space Program

HKS

May 13, 2019

Cellar

Department Name	Waiver	Unit Area	No of Units	Total Area	Remarks
Public					
Public Elevator Vestibule		362	1	362	
Service Elevator Vestibule		306	1	306	
Community Room		752	1	752	
Storage		146	1	146	
Pantry		64	1	64	
AV Room		70	1	70	
Security Lockers		140	1	140	
Dress		71	1	71	
Staff Lounge		279	1	279	
Staff Lockers		138	1	138	
Toilet		50	6	300	
Sub-Total Net Square Feet				2,628	
Sub-Total Departmental Gross Sq. Ft.				5,575	

Outpatient Psych Clinics (ACT)

Reception Area					
Waiting		152	1	152	
Registration		41	1	41	
Copy/ Work		46	1	46	
Patient Area					
Nurse Assessment		79	1	79	
Office Program Manager		80	1	80	
Office Physician		74	1	74	
Office Shared (2)		74	1	74	
Office Shared (3)		116	1	116	
Office Case Manager		60	1	60	
Office Shared		74	1	74	
Office Shared (2) Trainee		55	1	55	
Clinical Support Area					
Toilet Patient		62	1	62	
Soiled Holding		36	1	36	
Clean Supply		51	1	51	
Medication		41	1	41	
Staff and Administrative Area					
Group Room		244	1	244	
Sub-Total Net Square Feet				1,285	
Sub-Total Departmental Gross Sq. Ft.				1,711	

Pharmacy

Breakdown	117	1	117
Inpatient Pharmacy	341	1	341
Outpatient Pharmacy	367	1	367
Secured Storage	98	1	98
Office	76	1	76

Sub-Total Net Square Feet			999
Sub-Total Departmental Gross Sq. Ft.			1,104

Food Services

Kitchen	2496	1	2496
Storage	363	1	363
EVS	35	1	35
Trash	45	1	45
Office (3)	82	1	82
Office (3)	98	1	98
Office (2)	68	1	68

Sub-Total Net Square Feet			3,187
Sub-Total Departmental Gross Sq. Ft.			3,368

Clinical Support

Break Down Room	126	1	126
Materials Management	333	1	333
EVS	325	1	325
Vestibule	166	1	166
Linen Soiled	209	1	209
Linen Clean	349	1	349
EVS Equipment Room	117	1	117
Mail Room	92	1	92
Patient Belongings	78	1	78

Sub-Total Net Square Feet			1,795
Sub-Total Departmental Gross Sq. Ft.			1,968

On Call Suite

On Call Room 1	68	1	68
On Call Room 2	59	1	59
On Call Room 3	62	1	62
Toilet w/ Shower	59	1	59

Sub-Total Net Square Feet			248
Sub-Total Departmental Gross Sq. Ft.			439

Facilities Management

Work Room	201	1	201
Facilities Control Room	76	1	76
Office Coordinator	60	1	60
Office Director	66	1	66
Bio Med Repair	99	1	99
Facilities Storage	101	1	101
IT Office	89	1	89
IT Storage	148	1	148

Sub-Total Net Square Feet			840
Sub-Total Departmental Gross Sq. Ft.			966

Building Support

BMS FA Room	75	1	75
IT Room	129	1	129
EVS	62	1	62
Mechanical	848	1	848
ATS Room	350	1	350
Emergency Service Room	216	1	216
Fire Pump Room	401	1	401
Plumbing Services 1	598	1	598
Plumbing Services 2	377	1	377
Electrical Services	610	1	610
Electrical Closet A	106	1	106
Electrical Closet B	59	1	59

Sub-Total Net Square Feet	3,831
Sub-Total Departmental Gross Sq. Ft.	5,361

Total Departmental Gross Sq. Ft.	20,492
Total Building Gross Sq. Ft.	28,260



May 13, 2019

Mount Sinai
 Comprehensive Behavioral Health Center
 Space Program Guidelines

Level 01

Department Name	Waiver	Unit Area	No of Units	Total Area	Remarks
Public & Building Support					
Vestibule		182	1	182	
Lobby		1282	1	1282	
Reception		172	1	172	
Visitor Waiting		138	1	138	
Fire Command Center		50	1	50	
Security Office		81	1	81	
Public Toilet		47	2	94	
Public Elevator Vestibule		362	1	362	
Service Elevator Vestibule		307	1	307	
Service Vestibule		367	1	367	
Wheel Chair/ Stretcher Stor		128	1	128	
Security Post		102	1	102	
Vestibule		58	1	58	
BMS FA Room		87	1	87	
UPS		127	1	127	
Electrical Closet A		112	1	112	
Electrical Closet B		113	1	113	
EVS		55	1	55	
Sub-Total Net Square Feet				3,817	
Sub-Total Departmental Gross Sq. Ft.				4,008	

Crisis & Respite

Patient Area

Patient Room Single w/ Toilet		245	6	1470	
Patient Room Double w/ Toilet		250	2	500	
Consult 1		65	1	65	
Consult 2		68	1	68	
Quiet Room		62	1	62	
Welcome Room		77	1	77	

Clinical Support Area

Vestibule		278	1	278	
Living Room/ Subwait/ Dining		479	1	479	
Kitchenette		90	1	90	
Medication		133	1	133	
Clean Supply		59	1	59	
Soiled Holding		58	1	58	
Laundry		66	1	66	
Toilet Staff		64	1	64	

Staff and Administrative Area

Office Private		82	1	82	
Office Shared		121	1	121	

Sub-Total Net Square Feet				3,672	
Sub-Total Departmental Gross Sq. Ft.				4,997	

Central Intake

Central Intake Waiting	321	1	321
Secured Waiting	143	1	143
Check In/ Out, Supervisor	115	1	115
Exam	121	4	484
Therapy	81	3	243
Therapy Medical Director	108	1	108
Toilet Patient	46	2	92
Admin Office Manager & Operations	79	1	79
Office Shared (4)	129	1	129
Office Shared (3)	83	1	83
Office Shared (2)	84	1	84

PHP/IOP

PHP/IOP Waiting	456	1	456
Registration/ Clerical Workroom	158	1	158
Dining/ Pantry / Subwait /Lounge	378	1	378
Group Therapy 1	216	1	216
Group Therapy 2	181	1	181
Group Therapy 3	178	1	178
Group Therapy 4	180	1	180
Group Therapy 5	180	1	180
Therapy Medical Director	102	1	102
Therapy Private	80	2	160
Therapy Swing	78	5	390
Office Program Director	161	1	161
Closet	26	1	26
Toilet Patient	45	3	135

Shared

Clean Supply	49	1	49
Soiled Utility	83	1	83
Medication Room	80	1	80
Toilet Staff	43	2	86

Sub-Total Net Square Feet			5,080
Sub-Total Departmental Gross Sq. Ft.			7,026

Loading

Ambulance Bays	852	1	852
Loading Bays	1469	1	1469
EMS Room	70	1	70
Materials Management	112	1	112
MM Staging Cage	173	1	173
Red Bag Cage	120	1	120
Sharps Cage	120	1	120
Storage Cage	72	1	72

Sub-Total Net Square Feet			2,988
Sub-Total Departmental Gross Sq. Ft.			3,109

Total Departmental Gross Sq. Ft.			19,140
Total Building Gross Sq. Ft.			22,676



May 13, 2019

Mount Sinai
Comprehensive Behavioral Health Center
Space Program Guidelines

Level 02

Department Name	Waiver	Unit Area	No of Units	Total Area	Remarks
Public & Building Support					
Public Elevator Vestibule		362	1	362	
Service Elevator Vestibule		307	1	307	
BMS FA Room		89	1	89	
IT Room		126	1	126	
Electrical Closet A		112	1	112	
Electrical Closet B		113	1	113	
EVS		55	1	55	
Sub-Total Net Square Feet				1,164	
Sub-Total Departmental Gross Sq. Ft.				1,291	

Integrated Outpatient Psych Clinics

Reception Area

Waiting		760	1	760	
Waiting Subwait		230	1	230	
Intake/ Discharge		290	1	290	
Workroom		155	1	155	

Patient Area

Office/Therapy		80	41	3280	
Office/Therapy Large		100	1	100	
Group Therapy		180	2	360	
Observation/ Touchdown		100	1	100	

Patient Area (Addiction)

Office Shared/Therapy/ Consult		80	8	640	
Group Therapy		180	4	720	
Nurse Office		120	1	120	
Ambulatory Detox Recliner		255	1	255	

Patient Area (Primary Care)

Exam		120	5	600	
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Clinical Support Area

Toilet Patient, Staff & Public		55	9	495	
Clean Supply		65	1	65	
Soiled Utility		80	1	80	
Medication Room		95	1	95	
Multipurpose/ Conference/ Dining/ Pantry		895	1	895	

Staff and Administrative Area

Additions

Office Shared Clinical Workstations	160	1	160
Admin Office Clinical Manager	95	1	95
POSA			
Admin Office/ Therapy Med Director	140	1	140
Admin Office/ Shared Admitting Specialist, Supervisor	80	1	80
Admin Office/ Shared Exe. Assistant	80	1	80
Admin Office/ Shared IT. Prog. Data Manager	120	1	120
Admin Office Operations Manager	95	1	95
Primary care			
Preceptor / Shared Physician	140	1	140
Staff Pantry	150	1	150

Sub-Total Net Square Feet	10,300
Sub-Total Departmental Gross Sq. Ft.	15,572

Total Departmental Gross Sq. Ft.	16,863
Total Building Gross Sq. Ft.	19,772



Mount Sinai

Mount Sinai
Comprehensive Behavioral Health Center
Space Program Guidelines

Level 03

Department Name	Unit Area	No of Units	Total Area
Public & Building Support			
Public Elevator Vestibule	362	1	362
Service Elevator Vestibule	307	1	307
BMS FA Room	88	1	88
IT Room	126	1	126
Electrical Closet A	112	1	112
Electrical Closet B	113	1	113
EVS	68	1	68
Sub-Total Net Square Feet			1,176
Sub-Total Departmental Gross Sq. Ft.			1,286

Inpatient Psych Beds

Patient Care Area

Patient Room Single & Toilet	210	2	420
Patient Room Double & Toilet	288	13	3744

Clinical Support Area

Sally Port	600	1	600
Noisy Activity/ Dining	586	1	586
Group Therapy	243	1	243
Noisy Activity	194	1	194
Quiet Activity	372	1	372
Seclusion Room	82	1	82
Ante Room Seclusion Room	43	1	43
Toilet Seclusion Room	56	1	56
Quiet Room / Comfort Room	91	1	91
Consult	122	1	122
Exam	133	1	133
Visitors Room	137	1	137
Administrative Center/ Nurse Station	275	2	550
Toilets Staff, Visitor, Patient	58	3	174

Shared Clinical Support Area

Storage Visitor	20	1	20
Storage Patient (Staff Controlled)	82	1	82
Multipurpose Room / Staff Lounge/ Lockers	230	1	230
Medication Room	86	2	172
Nourishment Room	79	1	79
Clean Supply & Linen Carts	130	1	130
Soiled Utility	158	1	158
Equipment Storage	152	1	152
Laundry (Staff Controlled)	120	1	120
Office Nurse Manager	104	1	104

Staff Support Area

Admin Office Shared Social	73	1	73
Preceptor Room Trainees	199	1	199
Office Shared Hoteling	124	1	124
Office MDs	65	3	195

Sub-Total Net Square Feet			9,385
Sub-Total Departmental Gross Sq. Ft.			12,519

Extended Observation Beds

Patient Area

Observation - Single-Patient	126	8	1008
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Clinical Support Area

Group Therapy / Dining	267	1	267
Nurse Touchdown Stations	98	1	98
Hand-washing station	14	2	28
Shower w/ Toilet Patient	60	2	120
Med Gas Room	50	1	50
Exam room	120	1	120

Staff Support

Toilet Staff	53	1	53
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Sub-Total Net Square Feet			1,744
Sub-Total Departmental Gross Sq. Ft.			3,107

Total Departmental Gross Sq. Ft.			16,912
Total Building Gross Sq. Ft.			19,772



Mount Sinai

Mount Sinai
Comprehensive Behavioral Health Center
Space Program Guidelines

Level 04

Department Name	Unit Area	No of Units	Total Area
Public & Building Support			
Public Elevator Vestibule	362	1	362
Service Elevator Vestibule	307	1	307
BMS FA Room	88	1	88
IT Room	126	1	126
Electrical Closet A	112	1	112
Electrical Closet B	113	1	113
EVS	68	1	68
Sub-Total Net Square Feet			1,176
Sub-Total Departmental Gross Sq. Ft.			1,286

Inpatient Psych Beds

Patient Care Area

Patient Room Single & Toilet	230	4	920
Patient Room Double & Toilet	288	16	4608

Clinical Support Area

Sally Port	545	1	545
Noisy Activity/ Dining	586	1	586
Group Therapy	563	1	563
Social Noisy Activity 1	192	1	192
Social Noisy Activity 2	192	1	192
Social Quiet Activity	298	1	298
Quiet Room / Comfort Room	81	1	81
Consult	117	1	117
Exam	133	1	133
Consult	97	1	97
Visitors Room	132	1	132
Administrative Center/ Nurse Station	247	2	494
Documentation	21	1	21
Toilets Staff, Visitor, Patient	54	4	216

Shared Clinical Support Area

Storage Visitor	20	1	20
Storage Patient (Staff Controlled)	83	1	83
Multipurpose Room / Staff Lounge/ Lockers	230	1	230
Medication Room	104	2	208
Nourishment Room	74	1	74
Clean Supply & Linen Carts	133	1	133
Soiled Utility	160	1	160
Equipment Storage	166	1	166
Laundry (Staff Controlled)	120	1	120
Office Nurse Manager	108	1	108

Staff Support Area

Admin Office Shared | Social

73 1 73

Preceptor Room | Trainees

202 1 202

Office | Shared Hoteling

124 1 124

Office | MDs

65 3 195

Sub-Total Net Square Feet	11,091
Sub-Total Departmental Gross Sq. Ft.	15,701

Total Departmental Gross Sq. Ft.	16,987
Total Building Gross Sq. Ft.	19,772



Mount Sinai
 Comprehensive Behavioral Health Center
 Space Program Guidelines

May 13, 2019

Level 05

Department Name	Waiver	Unit Area	No of Units	Total Area	Remarks
Public & Building Support					
Public Elevator Vestibule		362	1	362	
Service Elevator Vestibule		307	1	307	
BMS FA Room		88	1	88	
IT Room		125	1	125	
Electrical Closet A		112	1	112	
Electrical Closet B		113	1	113	
EVS		68	1	68	
Sub-Total Net Square Feet				1,175	
Sub-Total Departmental Gross Sq. Ft.				1,284	

Inpatient Rehab & Detox Beds

Patient Care Area					
	Patient Bed Room Single		235	2	470
	Patient Bed Room Double		301	2	602
	Patient Bed Room Triple		353	11	3883
	Patient Bed Room Quad		565	3	1695
Clinical Support Area					
	Sally Port		390	1	390
	Dining Room / Activity 1		482	1	482
	Dining Room / Activity 2		603	1	603
	Group Therapy 1		244	1	244
	Group Therapy 2		248	1	248
	Group Therapy 3		253	1	253
814.4	Exam 1		124	1	124
	Exam 2		125	1	125
	Serch/ Welcome Room		100	1	100
	Interview/ Therapy 1		89	1	89
	Interview/ Therapy 2		74	1	74
	Interview/ Therapy 3		67	1	67
	Nourishment Alcove		33	2	66
814.4	Nurse Station/ Administrative Center 1		182	1	182
	Nurse Station/ Administrative Center 2		186	1	186
814.4	Patient Storage		42	1	42
	Medication Room		129	1	129
	Patient Laundry (Staff Control)		75	1	75
814.4	Clean Supply		123	1	123
814.4	Soiled Utility		119	1	119
	Equipment Storage		123	1	123
	Toilet Patient		58	1	58
	Toilet Staff & Visitor		40	2	80

Staff Support Area				
	Counselor 1	113	1	113
	Counselor 2	77	1	77
	Counselor 3	77	1	77
	Counselor 4	95	1	95
814.4	Office Med Director	87	1	87
	Office Nurse Manager & Assist.	84	1	84
	Office Program Manager & Supervisor	66	1	66
	Office / Shared PAs Touchdown	102	1	102
	Staff Lounge / Lockers	219	1	219

Sub-Total Net Square Feet	11,552
Sub-Total Departmental Gross Sq. Ft.	15,701

Total Departmental Gross Sq. Ft.	16,985
Total Building Gross Sq. Ft.	19,772



Mount Sinai
Comprehensive Behavioral Health Center
Space Program Guidelines

May 13, 2019

Level 06

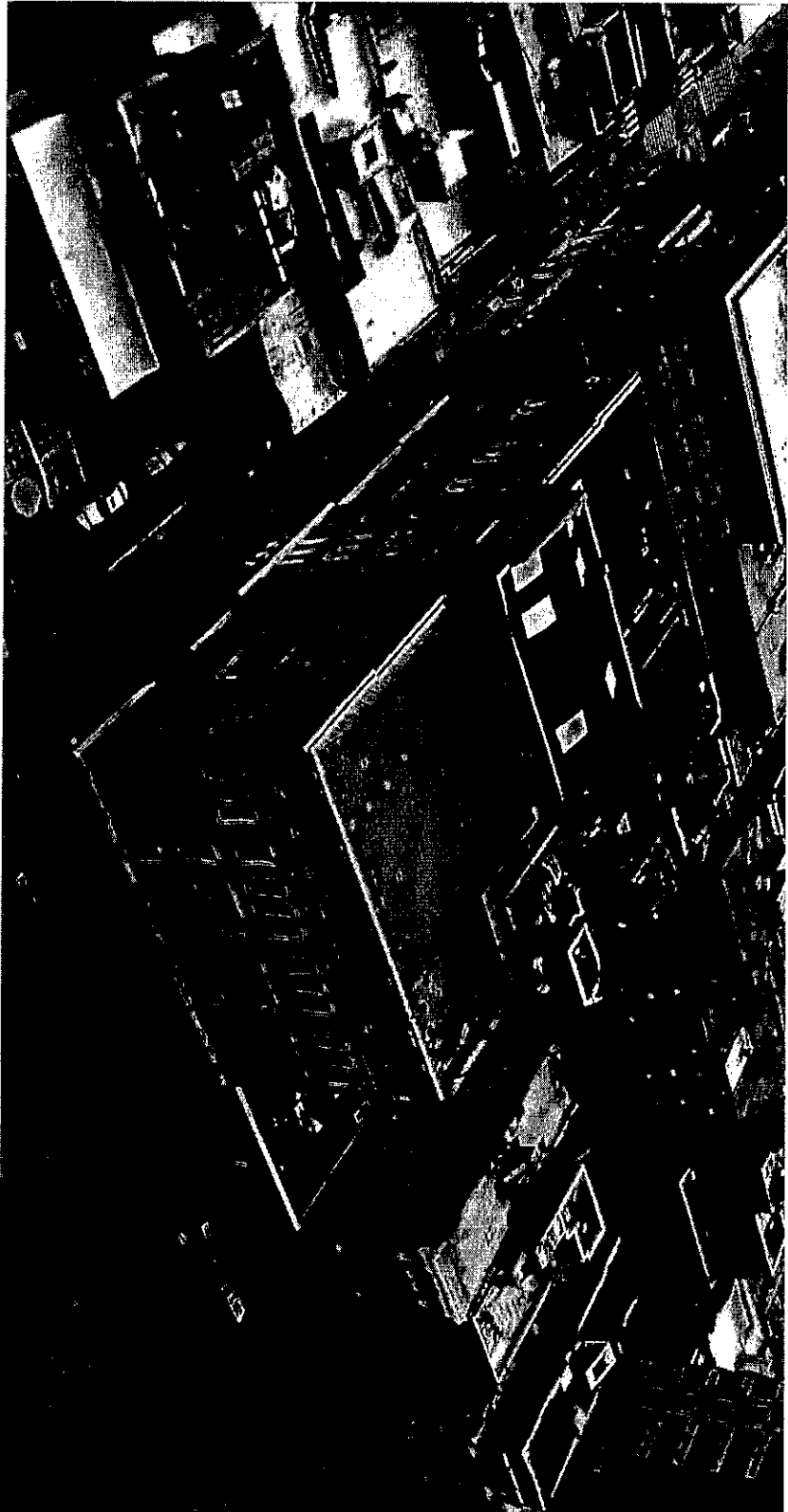
Department Name	Waiver	Unit Area	No of Units	Total Area	Remarks
Public & Building Support					
Public Elevator Vestibule		362	1	362	
Service Elevator Vestibule		307	1	307	
BMS FA Room		86	1	86	
IT Room		125	1	125	
Electrical Closet A		82	1	82	
Electrical Closet B		92	1	92	
EVS		68	1	68	
Sub-Total Net Square Feet				1,122	
Sub-Total Departmental Gross Sq. Ft.				1,218	

Administration, FPA & Research

Reception Area					
Waiting		90	1	90	
Reception		56	1	56	
Administrative					
Admin Office Chairman		158	1	158	
Admin Office Vice Chair Director		155	1	155	
Admin Office Deputy Director		122	1	122	
Admin Office Psych Admin Team		78	11	858	
Admin Office/ Shared (3)		105	1	105	
Admin Office Hoteling		93	1	93	
Training Room / Conference		112	1	112	
Conference 1/ Command Center		338	1	338	
FPA Office Director & Assistant		95	1	95	
FPA Office 1		81	1	81	
FPA Office 2		80	1	80	
FPA Office 3		93	1	93	
FPA Office 4		96	1	96	
Office Research		148	1	148	
Office Work Room		94	1	94	
Shared Support					
Work Alcove		54	1	54	
Pantry		54	1	54	
Toilet Patient		65	1	65	
Toilet Staff		60	2	120	
Toilet Public		50	2	100	
Sub-Total Net Square Feet				3,167	
Sub-Total Departmental Gross Sq. Ft.				5,144	
Total Departmental Gross Sq. Ft.				6,362	
Total Building Gross Sq. Ft.				9,101	



MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
NEW YORK, NEW YORK



NYSDOH - DSG 1.0 SCHEMATIC DESIGN SUBMISSION

OWNER	Mount Sinai Health System 111 West 30th Street New York, NY 10018
ARCHITECT	HIKS 111 West 30th Street New York, NY 10018
STRUCTURAL / CIVIL	Structural Design Group, Inc. 111 West 30th Street New York, NY 10018
MED / EP / LIGHTING	Med / EP / Lighting 111 West 30th Street New York, NY 10018
ACoustics / VIBRATION	Acoustics / Vibration 111 West 30th Street New York, NY 10018
LANDSCAPE	Landscape 111 West 30th Street New York, NY 10018
MECHANICAL / ELECTRICAL / PLUMBING	Mechanical / Electrical / Plumbing 111 West 30th Street New York, NY 10018
VERTICAL TRANSPORTATION	Vertical Transportation 111 West 30th Street New York, NY 10018
OWNER'S CONSULTANTS	Owner's Consultants 111 West 30th Street New York, NY 10018
MECHANICAL ROOM PLANNING	Mechanical Room Planning 111 West 30th Street New York, NY 10018
POOR SERVICE	Poor Service 111 West 30th Street New York, NY 10018

YES
 NO
 I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS CONTRACT AND I AGREE TO THE TERMS AND CONDITIONS HEREIN.

NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	CONCRETE	CU YD			
2	STEEL	TON			
3	BRICK	SQ YD			
4	CEMENT	CU YD			
5	SAND	CU YD			
6	GRAVEL	CU YD			
7	ASPHALT	SQ YD			
8	PAVING	SQ YD			
9	ROOFING	SQ YD			
10	MECHANICAL	HR			
11	ELECTRICAL	HR			
12	PLUMBING	HR			
13	PAINTING	SQ YD			
14	LANDSCAPE	SQ YD			
15	CONCRETE	CU YD			
16	STEEL	TON			
17	BRICK	SQ YD			
18	CEMENT	CU YD			
19	SAND	CU YD			
20	GRAVEL	CU YD			
21	ASPHALT	SQ YD			
22	PAVING	SQ YD			
23	ROOFING	SQ YD			
24	MECHANICAL	HR			
25	ELECTRICAL	HR			
26	PLUMBING	HR			
27	PAINTING	SQ YD			
28	LANDSCAPE	SQ YD			
29	CONCRETE	CU YD			
30	STEEL	TON			
31	BRICK	SQ YD			
32	CEMENT	CU YD			
33	SAND	CU YD			
34	GRAVEL	CU YD			
35	ASPHALT	SQ YD			
36	PAVING	SQ YD			
37	ROOFING	SQ YD			
38	MECHANICAL	HR			
39	ELECTRICAL	HR			
40	PLUMBING	HR			
41	PAINTING	SQ YD			
42	LANDSCAPE	SQ YD			
43	CONCRETE	CU YD			
44	STEEL	TON			
45	BRICK	SQ YD			
46	CEMENT	CU YD			
47	SAND	CU YD			
48	GRAVEL	CU YD			
49	ASPHALT	SQ YD			
50	PAVING	SQ YD			
51	ROOFING	SQ YD			
52	MECHANICAL	HR			
53	ELECTRICAL	HR			
54	PLUMBING	HR			
55	PAINTING	SQ YD			
56	LANDSCAPE	SQ YD			
57	CONCRETE	CU YD			
58	STEEL	TON			
59	BRICK	SQ YD			
60	CEMENT	CU YD			
61	SAND	CU YD			
62	GRAVEL	CU YD			
63	ASPHALT	SQ YD			
64	PAVING	SQ YD			
65	ROOFING	SQ YD			
66	MECHANICAL	HR			
67	ELECTRICAL	HR			
68	PLUMBING	HR			
69	PAINTING	SQ YD			
70	LANDSCAPE	SQ YD			
71	CONCRETE	CU YD			
72	STEEL	TON			
73	BRICK	SQ YD			
74	CEMENT	CU YD			
75	SAND	CU YD			
76	GRAVEL	CU YD			
77	ASPHALT	SQ YD			
78	PAVING	SQ YD			
79	ROOFING	SQ YD			
80	MECHANICAL	HR			
81	ELECTRICAL	HR			
82	PLUMBING	HR			
83	PAINTING	SQ YD			
84	LANDSCAPE	SQ YD			
85	CONCRETE	CU YD			
86	STEEL	TON			
87	BRICK	SQ YD			
88	CEMENT	CU YD			
89	SAND	CU YD			
90	GRAVEL	CU YD			
91	ASPHALT	SQ YD			
92	PAVING	SQ YD			
93	ROOFING	SQ YD			
94	MECHANICAL	HR			
95	ELECTRICAL	HR			
96	PLUMBING	HR			
97	PAINTING	SQ YD			
98	LANDSCAPE	SQ YD			
99	CONCRETE	CU YD			
100	STEEL	TON			

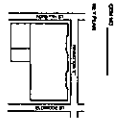
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MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER
 1575 BROADWAY, NEW YORK, NY 10036

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 OF ALL INFORMATION
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CONTRACT
 NO. 22863400
 DATE
 MAY 10, 2018
 PROJECT
 MOUNT SINAI COMPREHENSIVE
 BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION
 INDEX OF
 DRAWINGS

CONTRACT
 NO. 22863400
 DATE
 MAY 10, 2018
 PROJECT
 MOUNT SINAI COMPREHENSIVE
 BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION
 INDEX OF
 DRAWINGS
A.001.00

ROOM NAME ABBREVIATIONS

A Administration	B Board Room	C Conference Room	D Director's Office	E Executive Office	F Finance	G General Office	H Health Services	I Information Systems	J Janitor	K Kitchen	L Laboratory	M Meeting Room	N Nurse Station	O Office	P Pharmacy	Q Quality Improvement	R Reception	S Staff Office	T Training	U Utility	V Visitor	W Waiting Room	X X-ray	Y Yoga	Z Zoning
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DRAWING ABBREVIATIONS

A Architectural	B Building	C Civil	D Detail	E Electrical	F Foundation	G General	H Heating	I Interior	J Joinery	K Kitchen	L Landscape	M Mechanical	N Noise	O Other	P Plumbing	Q Quantity	R Roof	S Structural	T Trench	U Utility	V Vertical	W Windows	X X-ray	Y Yoga	Z Zoning
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INDEX OF DRAWINGS

A Architectural	B Building	C Civil	D Detail	E Electrical	F Foundation	G General	H Heating	I Interior	J Joinery	K Kitchen	L Landscape	M Mechanical	N Noise	O Other	P Plumbing	Q Quantity	R Roof	S Structural	T Trench	U Utility	V Vertical	W Windows	X X-ray	Y Yoga	Z Zoning
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PROJECT INFORMATION

PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

CLIENT: MOUNT SINAI HEALTH SYSTEM

ARCHITECT: HKS

DATE: MAY 10, 2018

PROJECT INFORMATION

LEGEND

FINISHES

- WOOD GRAIN: OAK
- WOOD GRAIN: MAPLE
- WOOD GRAIN: PINE
- WOOD GRAIN: BIRCH
- WOOD GRAIN: WALNUT
- WOOD GRAIN: CHERRY
- WOOD GRAIN: HICKORY
- WOOD GRAIN: SWEET GUM
- WOOD GRAIN: REDWOOD
- WOOD GRAIN: CEDAR
- WOOD GRAIN: SPRUCE
- WOOD GRAIN: FIR
- WOOD GRAIN: PINE
- WOOD GRAIN: BIRCH
- WOOD GRAIN: WALNUT
- WOOD GRAIN: CHERRY
- WOOD GRAIN: HICKORY
- WOOD GRAIN: SWEET GUM
- WOOD GRAIN: REDWOOD
- WOOD GRAIN: CEDAR
- WOOD GRAIN: SPRUCE
- WOOD GRAIN: FIR

BUILDING SUMMARY

GENERAL BUILDING LIMITATIONS

ITEM	DESCRIPTION	STATUS
1	FOUNDATION	COMPLETED
2	STRUCTURAL	COMPLETED
3	MECHANICAL	COMPLETED
4	ELECTRICAL	COMPLETED
5	PLUMBING	COMPLETED
6	HEATING	COMPLETED
7	CIVIL	COMPLETED
8	LANDSCAPE	COMPLETED
9	INTERIOR	COMPLETED
10	EXTERIOR	COMPLETED
11	FINISHES	COMPLETED
12	MECHANICAL	COMPLETED
13	ELECTRICAL	COMPLETED
14	PLUMBING	COMPLETED
15	HEATING	COMPLETED
16	CIVIL	COMPLETED
17	LANDSCAPE	COMPLETED
18	INTERIOR	COMPLETED
19	EXTERIOR	COMPLETED
20	FINISHES	COMPLETED

PROJECT INFORMATION

PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

CLIENT: MOUNT SINAI HEALTH SYSTEM

ARCHITECT: HKS

DATE: MAY 10, 2018

PROJECT INFORMATION

LEGEND

FINISHES

- WOOD GRAIN: OAK
- WOOD GRAIN: MAPLE
- WOOD GRAIN: PINE
- WOOD GRAIN: BIRCH
- WOOD GRAIN: WALNUT
- WOOD GRAIN: CHERRY
- WOOD GRAIN: HICKORY
- WOOD GRAIN: SWEET GUM
- WOOD GRAIN: REDWOOD
- WOOD GRAIN: CEDAR
- WOOD GRAIN: SPRUCE
- WOOD GRAIN: FIR
- WOOD GRAIN: PINE
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15	HEATING	COMPLETED
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17	LANDSCAPE	COMPLETED
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PROJECT INFORMATION

PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

CLIENT: MOUNT SINAI HEALTH SYSTEM

ARCHITECT: HKS

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CLIENT: MOUNT SINAI HEALTH SYSTEM

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PROJECT INFORMATION

PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

CLIENT: MOUNT SINAI HEALTH SYSTEM

ARCHITECT: HKS

DATE: MAY 10, 2018

PROJECT INFORMATION

LEGEND

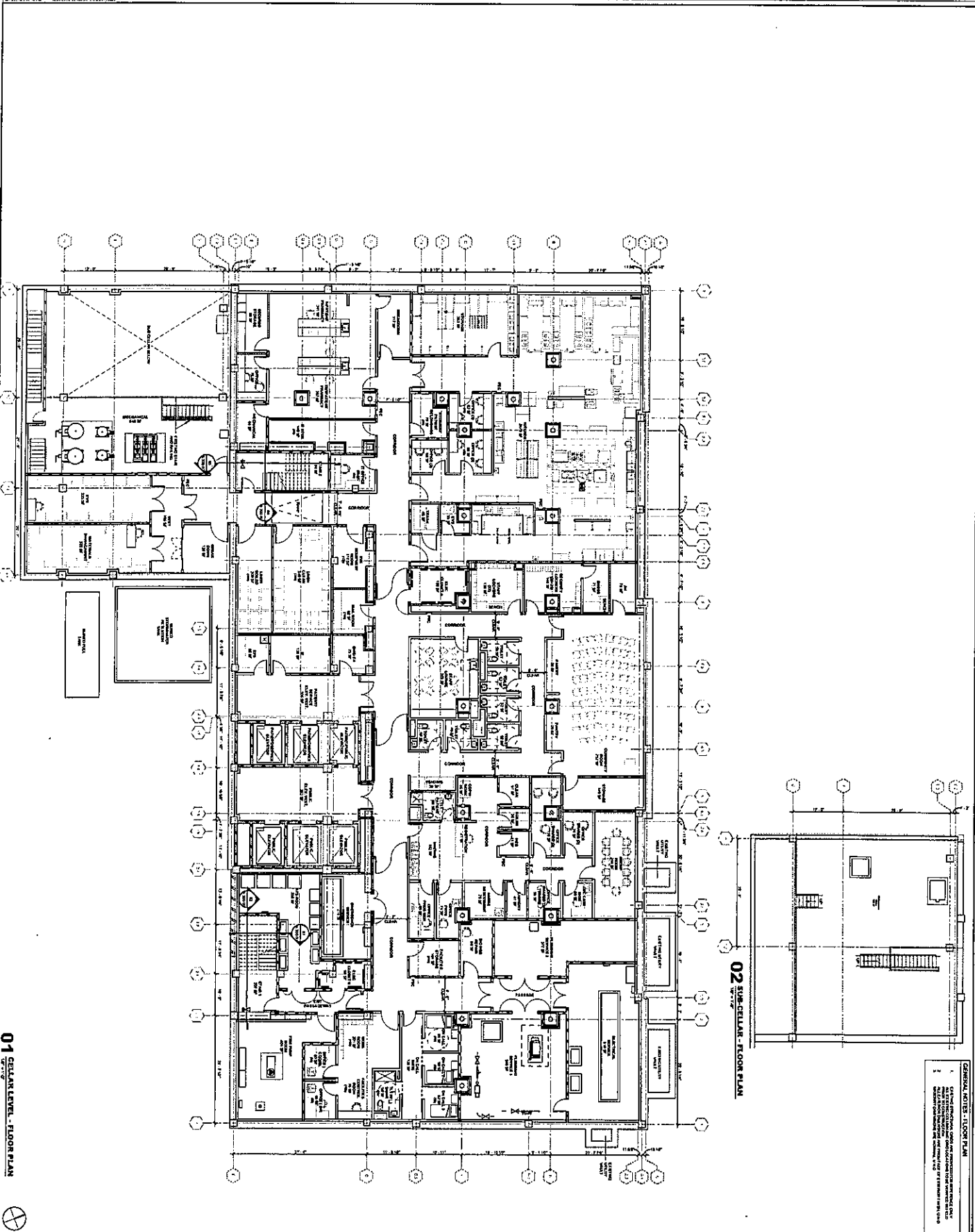
FINISHES

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18	INTERIOR	COMPLETED
19	EXTERIOR	COMPLETED
20	FINISHES	COMPLETED



01 CELLAR LEVEL - FLOOR PLAN

02 SUB-CELLAR - FLOOR PLAN

GENERAL NOTES - FLOOR PLAN

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL ROOMS SHALL BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE MOUNT SINAI ARCHITECTURAL STANDARDS.

010100.00

A.100.00

DATE: MAY 10, 2018

PROJECT: MOUNT SINAI ARCHITECTURAL STANDARDS

DESIGNER: HKS

CLIENT: MOUNT SINAI HEALTH SYSTEM

PROJECT LOCATION: 1275 N. YERGEN AVENUE, WEST PALM BEACH, FL 33411

HKS

ARCHITECT

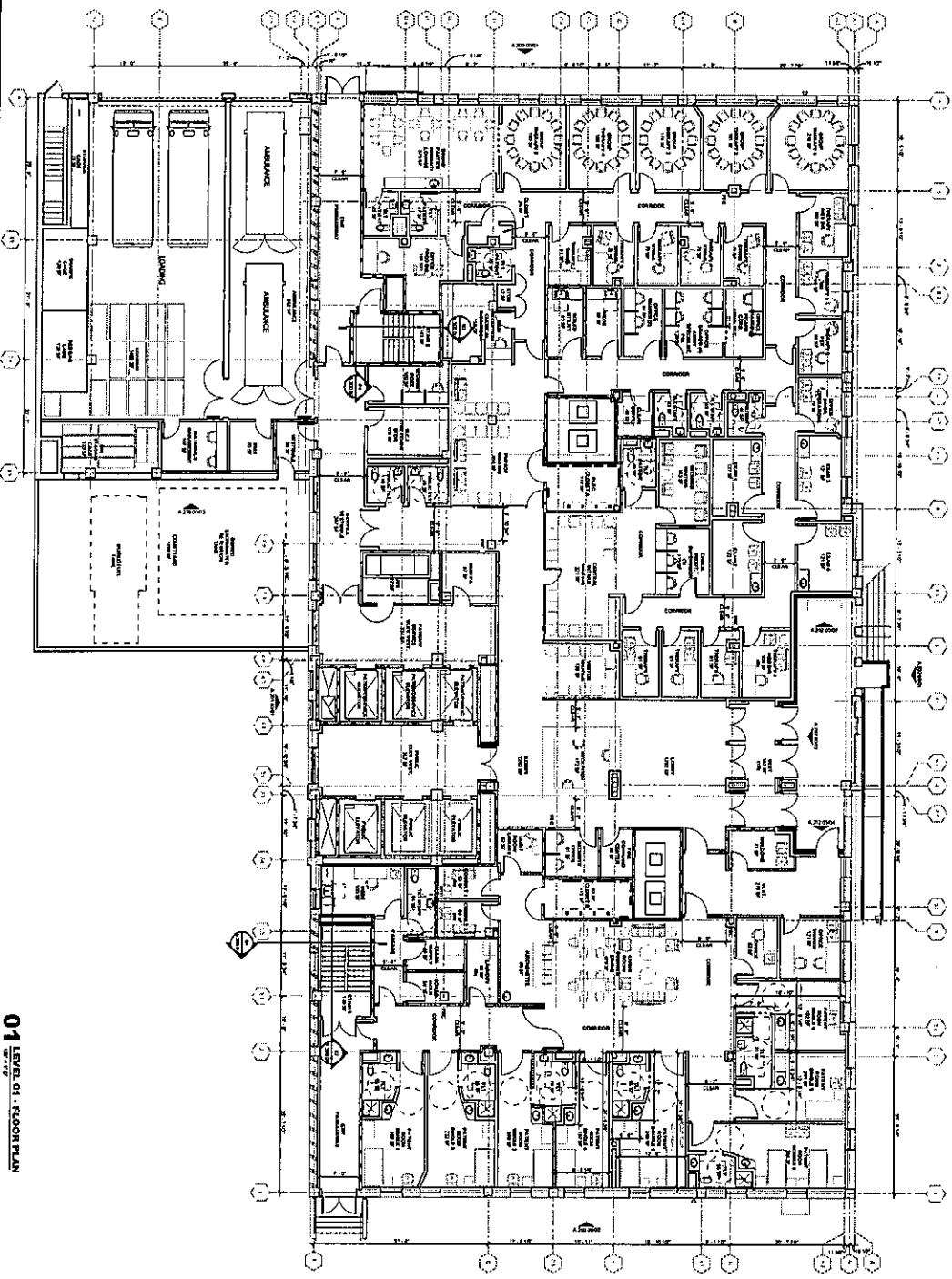
1275 N. YERGEN AVENUE
WEST PALM BEACH, FL 33411
TEL: 561.838.1000
WWW.HKS.COM

PROJECT: MOUNT SINAI ARCHITECTURAL STANDARDS

DESIGNER: HKS

CLIENT: MOUNT SINAI HEALTH SYSTEM

PROJECT LOCATION: 1275 N. YERGEN AVENUE, WEST PALM BEACH, FL 33411



01 LEVEL, 01 - FLOOR PLAN

GENERAL NOTES - FLOOR PLAN
 1. REFER TO GENERAL NOTES AND SPECIFICATIONS FOR ALL NOTES AND SPECIFICATIONS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MECHANICAL, ELECTRICAL AND PLUMBING CODES AND REGULATIONS.

HKS
 ARCHITECT
 1000 RAVENSWOOD DRIVE
 SUITE 1000
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 TEL: 713.865.7000
 FAX: 713.865.7001
 WWW.HKS.COM

**MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER**
 A DIVISION OF MOUNT SINAI HEALTH SYSTEM

Mount Sinai
 ROBERT A. MANN BUILDING
 1000 RAVENSWOOD DRIVE
 SUITE 1000
 HOUSTON, TEXAS 77002
 TEL: 713.865.7000
 FAX: 713.865.7001
 WWW.MOUNTSINAI.ORG

OTHER REFER DATA
 PROJECT NO. 229834008
 SHEET NO. 01-101.00
 DATE: MAY 10, 2018

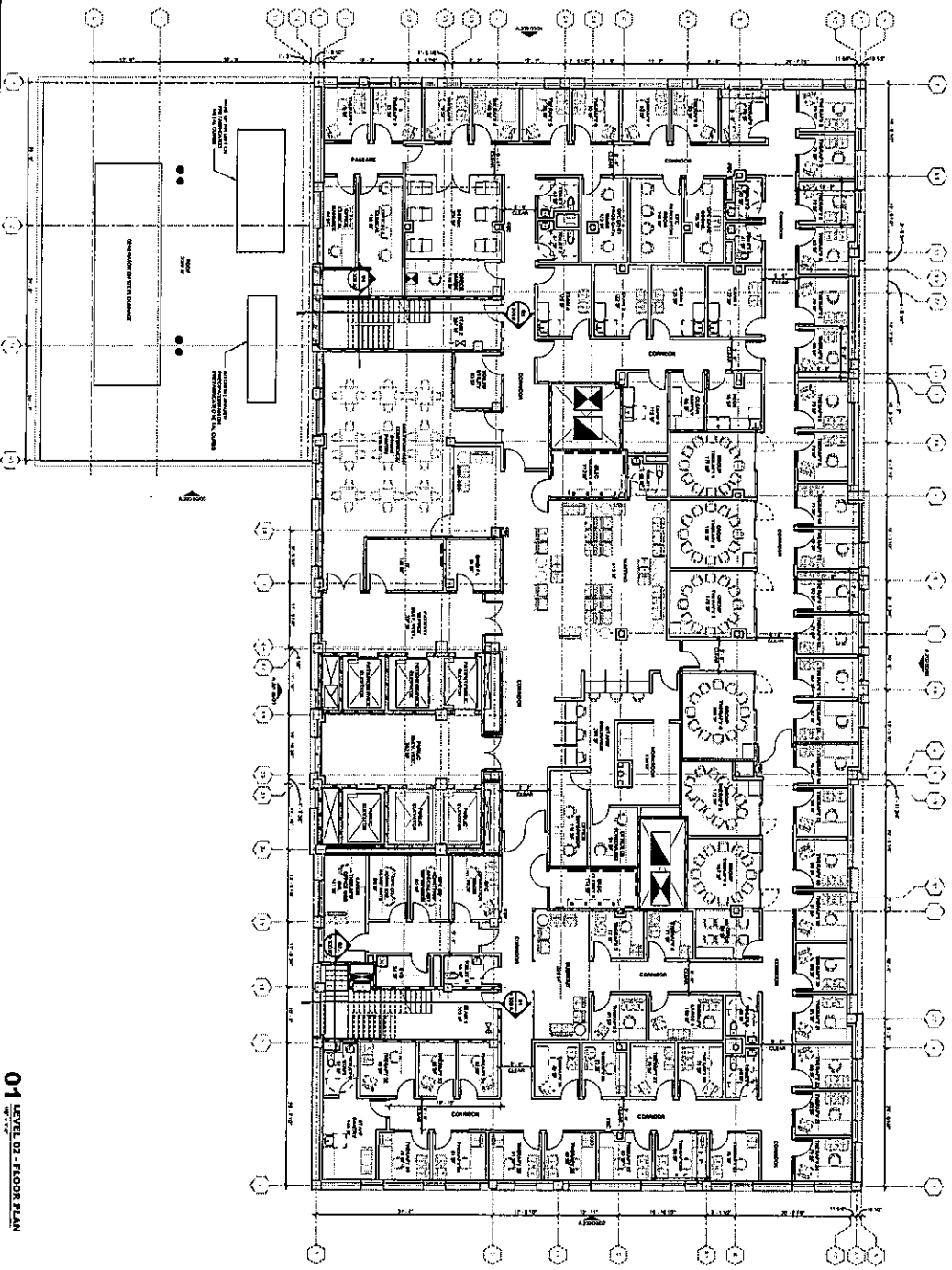
DESIGNER'S DATA
 PROJECT NO. 229834008
 SHEET NO. 01-101.00
 DATE: MAY 10, 2018

NO.	REVISION	DATE

CONTRACTOR'S DATA
 CONTRACT NO. 229834008
 SHEET NO. 01-101.00
 DATE: MAY 10, 2018

PROJECT INFORMATION
 PROJECT NO. 229834008
 SHEET NO. 01-101.00
 DATE: MAY 10, 2018
 PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGNER: HKS
 ARCHITECT: HKS
 ENGINEER: HKS
 CONTRACTOR: HKS
 LEVEL: 01 - FLOOR PLAN

A.101.00



01 LEVEL 02 - FLOOR PLAN

GENERAL NOTES - FLOOR PLAN

1. REFER TO ALL NOTES ON ALL SHEETS OF THIS SET.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS APPLICABLE TO THE PROJECT.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MANUFACTURER'S INSTRUCTIONS FOR THE PRODUCTS SPECIFIED.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMC).
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL EXHAUST CODE (IPMEC).
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND MARINE SPRINKLER CODE (IFMSP).
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING EXHAUST CODE (IMPEC).
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING EXHAUST CODE (IMPEC).

A.102.00

PROJECT NUMBER: 20090008
 DATE: MAY 16, 2019
 DRAWING TITLE: 1.0 SCHEMATIC DESIGN SUBMISSION
 LEVEL: 02 - FLOOR PLAN

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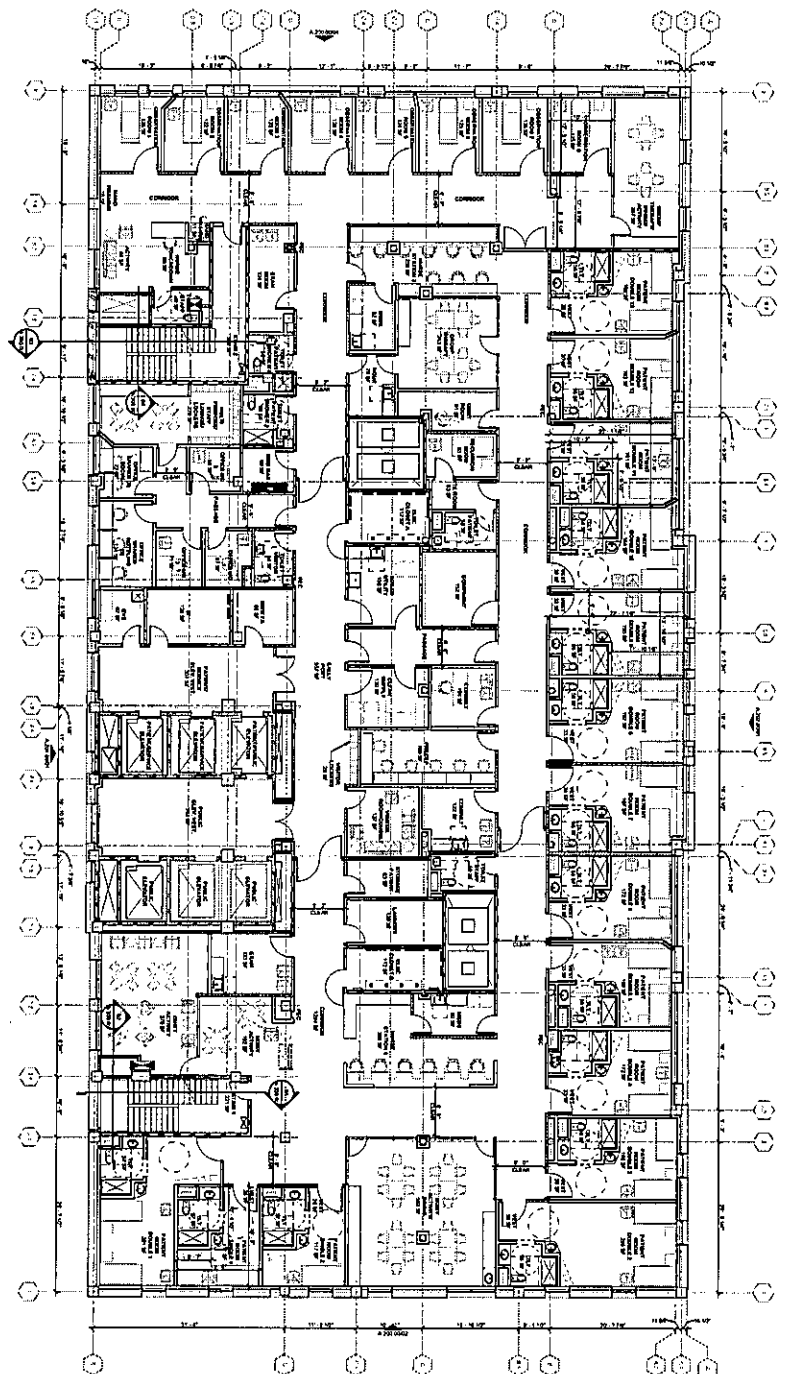
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**MOUNT SINAI
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 BEHAVIORAL
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DESIGNED BY HKS FOR THE
 MOUNT SINAI HEALTH SYSTEM
 1000 RIVERCHASE BLVD, SUITE 2000
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 TEL: 713.865.7000
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01 LEVEL 03 - FLOOR PLAN

GENERAL NOTES - FLOOR PLAN
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WWW.HKS.COM

STYLISTIC/CIVIL

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WWW.HKS.COM

MECHANICAL/ELECTRICAL/PLUMBING

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DENVER, CO 80202

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STRUCTURAL/MECHANICAL/ELECTRICAL/PLUMBING

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1000 WEST 10TH AVENUE, SUITE 1000
 DENVER, CO 80202



Mount Sinai Health System

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MECHANICAL/ELECTRICAL/PLUMBING

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MECHANICAL/ELECTRICAL/PLUMBING

1000 WEST 10TH AVENUE, SUITE 1000

DENVER, CO 80202

PH: 303.733.0000

A.103.00

01 LEVEL 03 - FLOOR PLAN

DATE: MAY 16, 2019

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

DESIGNER: HKS

SCALE: AS SHOWN

DATE: MAY 16, 2019

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

A.103.00

01 LEVEL 03 - FLOOR PLAN

DATE: MAY 16, 2019

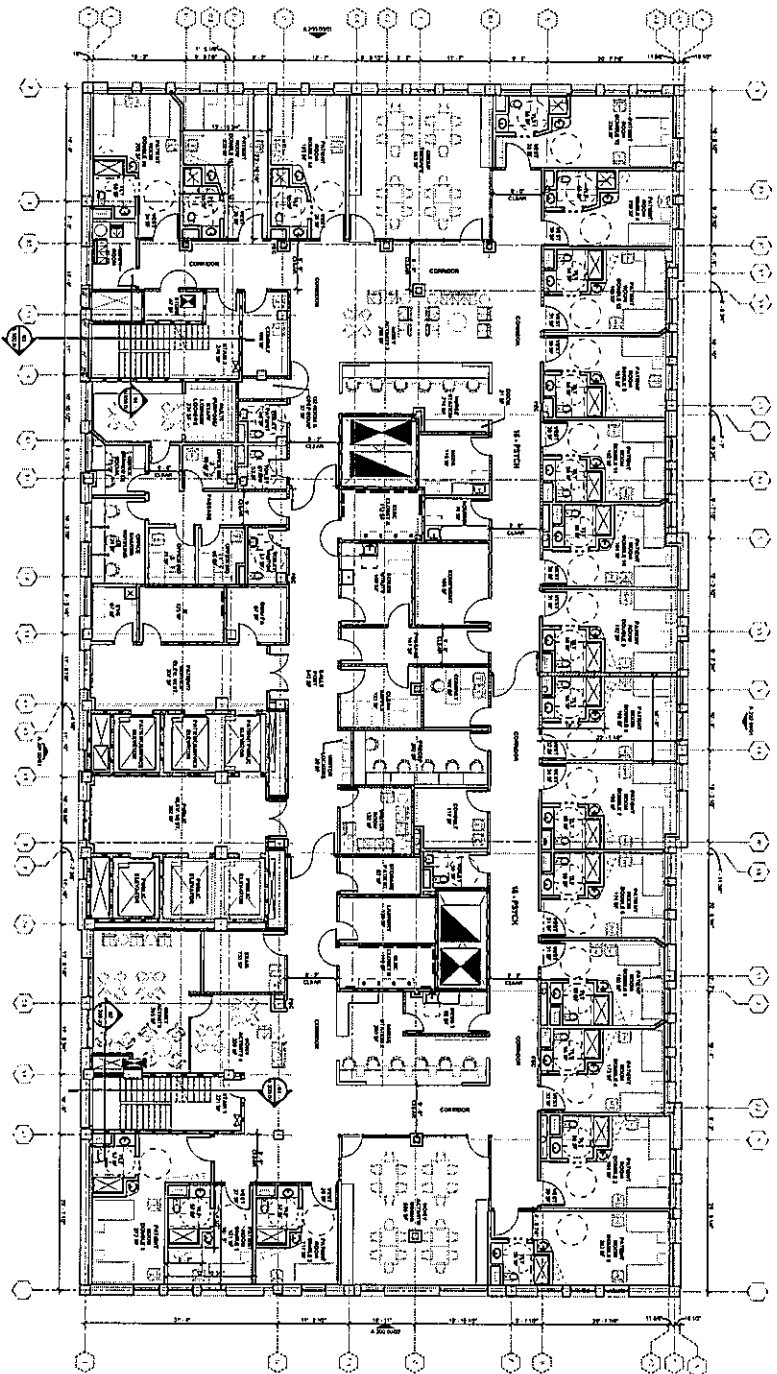
PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

DESIGNER: HKS

SCALE: AS SHOWN

DATE: MAY 16, 2019

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER



01 LEVEL 04 - FLOOR PLAN

CRITICAL NOTES - FLOOR PLAN

1. VERIFY ALL INFORMATION ON THIS FLOOR PLAN AGAINST THE ARCHITECT'S RECORD DRAWINGS AND THE ARCHITECT'S RECORD DRAWINGS FOR THE PROJECT.
2. VERIFY ALL INFORMATION ON THIS FLOOR PLAN AGAINST THE ARCHITECT'S RECORD DRAWINGS AND THE ARCHITECT'S RECORD DRAWINGS FOR THE PROJECT.
3. VERIFY ALL INFORMATION ON THIS FLOOR PLAN AGAINST THE ARCHITECT'S RECORD DRAWINGS AND THE ARCHITECT'S RECORD DRAWINGS FOR THE PROJECT.

HIKS

ARCHITECT

1000 N. GARDEN AVENUE, SUITE 1000

ANN ARBOR, MI 48106

TEL: 734.769.1100

FAX: 734.769.1101

WWW.HIKSARCHITECTS.COM

STRENGTHEN / CIVIL

MECHANICAL / ELECTRICAL

PLUMBING / SANITATION

MECHANICAL / ELECTRICAL

PLUMBING / SANITATION

MECHANICAL / ELECTRICAL

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PLUMBING / SANITATION

MECHANICAL / ELECTRICAL

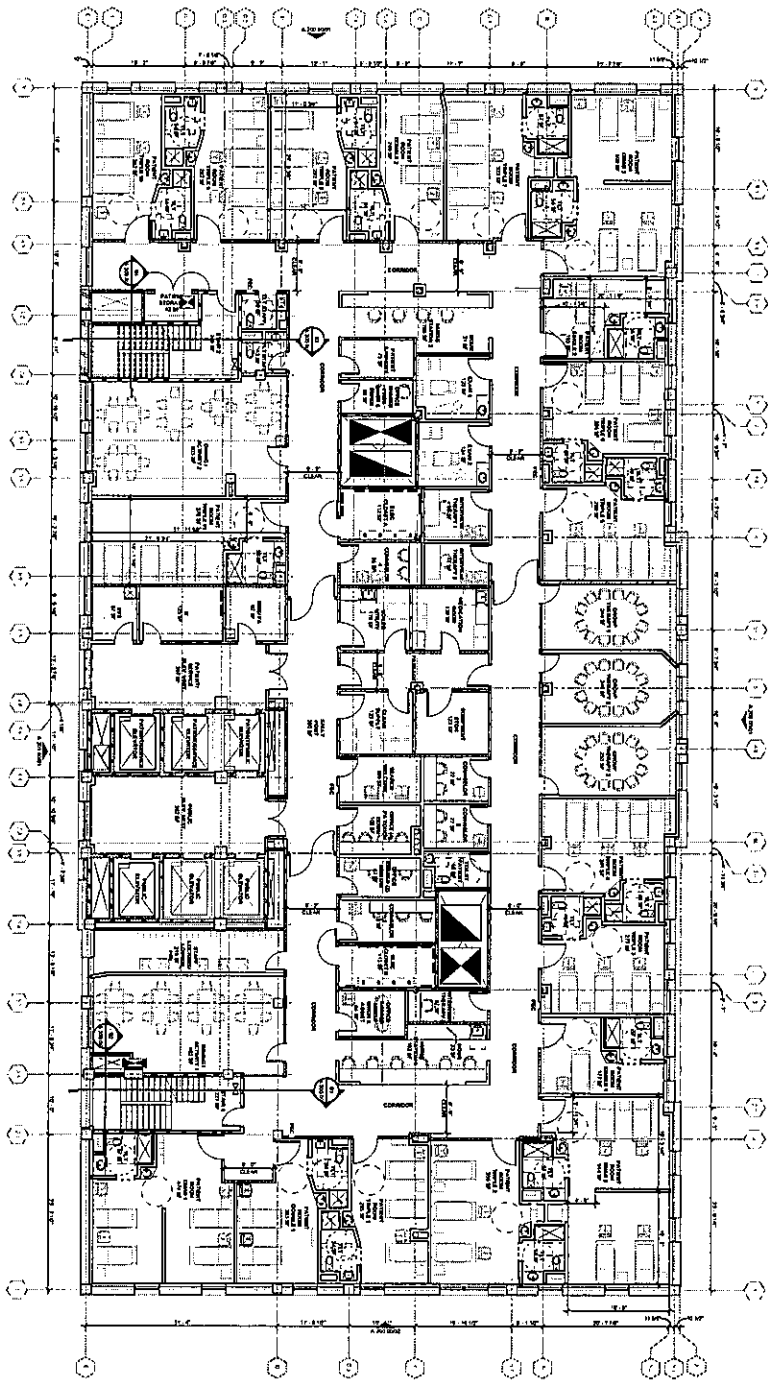
A.104.00

DATE: MAY 10, 2019

DESIGNER: ZSRELANDO

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

SCALE: AS SHOWN



GENERAL NOTES - FLOOR PLAN

1. Refer to the General Notes for the entire project.
2. All dimensions are in feet and inches.
3. All work shall be in accordance with the latest editions of the Building Code of the City of New York.

01 LEVEL 05 - FLOOR PLAN



HKIS

ARCHITECT
 HKS INC.
 1000 RIVER STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKIS.COM

STRUCTURAL / CIVIL
 HKS INC.
 1000 RIVER STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKIS.COM

MEP / E & L
 HKS INC.
 1000 RIVER STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKIS.COM

MECHANICAL / PLUMBING / ELECTRICAL
 HKS INC.
 1000 RIVER STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKIS.COM

VERTICAL TRANSPORTATION
 HKS INC.
 1000 RIVER STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKIS.COM

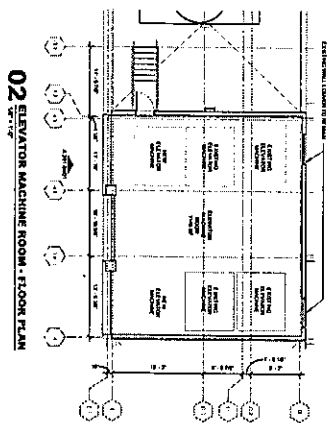
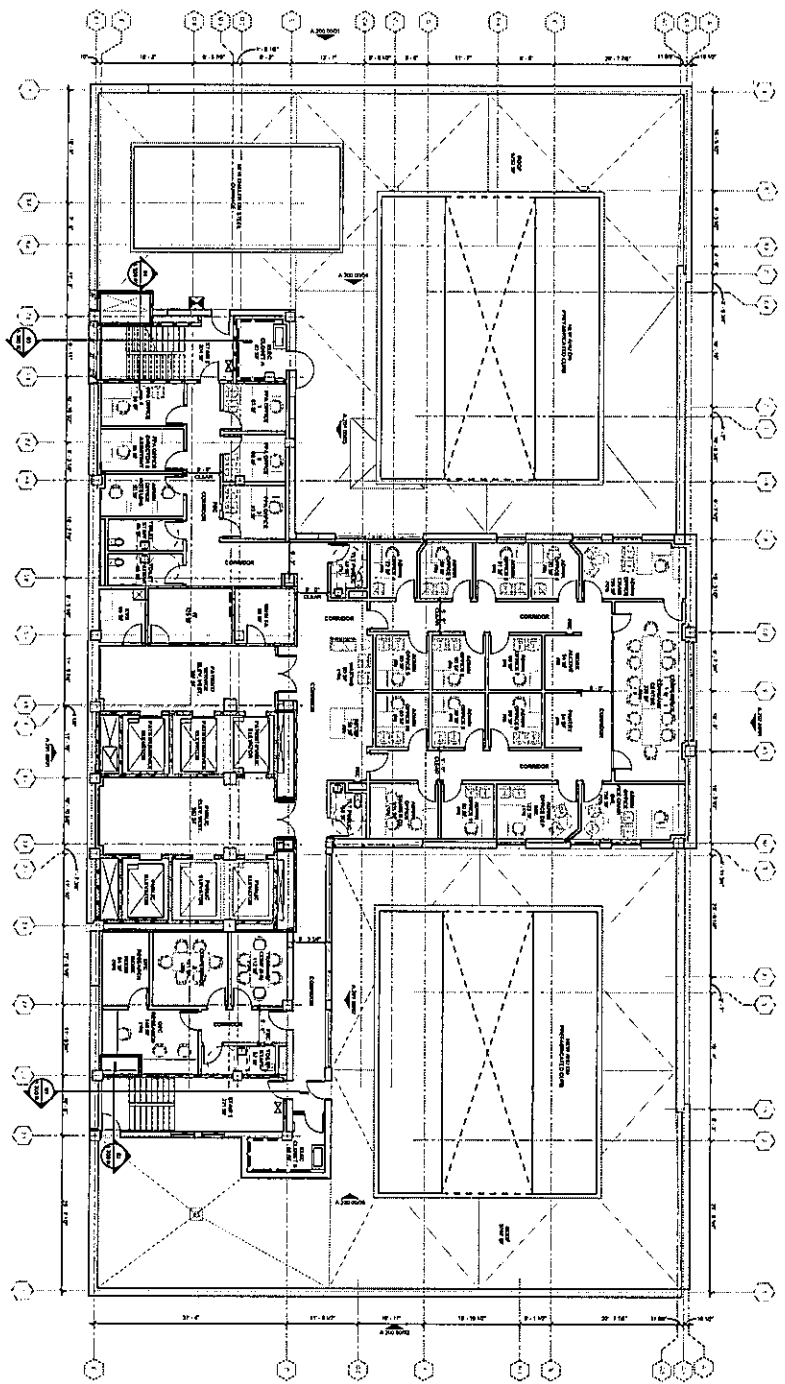
LANDSCAPE
 HKS INC.
 1000 RIVER STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKIS.COM

1711 LOMB VOLSINELLI & SCORNY
 ARCHITECTS
 1711 LOMB STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.VOLSINELLI.COM

ROBERT SINAÏ HEALTH SYSTEM
 1711 LOMB STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.RSHS.ORG

PREPARED BY:
 ARCHITECT
 HKS INC.
 1000 RIVER STREET
 SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKIS.COM

A.105.00



02 ELEVATOR MACHINE ROOM - FLOOR PLAN

01 LEVEL 06 - FLOOR PLAN

GENERAL NOTES TO OUR PLAN

1. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

PROJECT INFORMATION

22863300
MAY 16, 2019
DSG 1.0 SCHEMATIC DESIGN SUBMISSION
LEVEL 06 - FLOOR PLAN

CLIENT
MOUNT SINAI HEALTH SYSTEM

ARCHITECT
HKS

DESIGNER
STANTEC INC.

MECHANICAL ENGINEER
HKS

ELECTRICAL ENGINEER
HKS

PLUMBING ENGINEER
HKS

STRUCTURAL ENGINEER
HKS

VERTICAL TRANSPORTATION ENGINEER
HKS

GENERAL CONTRACTOR
HKS

**MOUNT SINAI
COMPREHENSIVE
BEHAVIORAL
HEALTH CENTER**

1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000

ARCHITECT
HKS
1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000

DESIGNER
STANTEC INC.
1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000

MECHANICAL ENGINEER
HKS
1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000

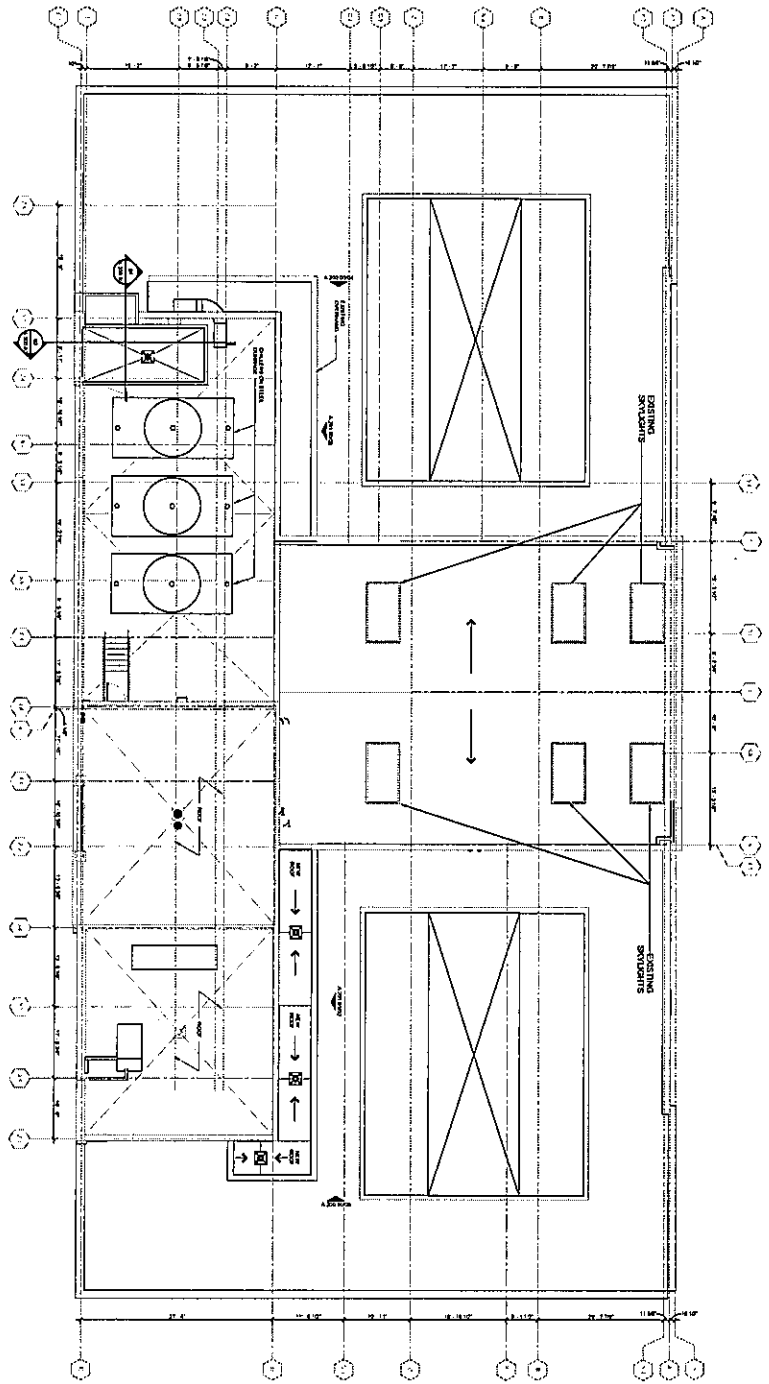
ELECTRICAL ENGINEER
HKS
1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000

PLUMBING ENGINEER
HKS
1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000

STRUCTURAL ENGINEER
HKS
1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000

VERTICAL TRANSPORTATION ENGINEER
HKS
1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000

GENERAL CONTRACTOR
HKS
1000 N. MOUNT SINAI BLVD. SUITE 1000
ANN ARBOR, MI 48106-1000



GENERAL NOTES - FLOOR PLAN

1. VERIFY ALL DIMENSIONS, SPACING, POSITIONING, AND ELEVATIONS.
2. VERIFY ALL DIMENSIONS, SPACING, POSITIONING, AND ELEVATIONS.
3. VERIFY ALL DIMENSIONS, SPACING, POSITIONING, AND ELEVATIONS.

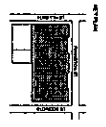
ARTIST'S IMPRESSION
 THIS DRAWING IS AN ARTIST'S IMPRESSION AND SHOULD NOT BE USED FOR CONSTRUCTION.

PROJECT INFORMATION
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT: HKS
 DATE: MAY 16, 2018
 DRAWING NO: A.107.00

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 1500 YORK AVENUE, NEW YORK, NY 10021

MOUNT SINAI
 MOUNT SINAI HEALTH SYSTEM
 1500 YORK AVENUE, NEW YORK, NY 10021

ARTIST'S IMPRESSION ONLY
 THIS DRAWING IS AN ARTIST'S IMPRESSION AND SHOULD NOT BE USED FOR CONSTRUCTION.



NO.	DESCRIPTION	DATE

01 ROOF PLAN

A.107.00

22863.000
 MAY 16, 2018
 DSG J.S. SCHEMATIC
 DESIGN SUBMISSION
 ROOF PLAN

ARCHITECT
 1000 WEST 10TH AVENUE
 SUITE 1000
 DENVER, CO 80202
 (303) 733-1100
 WWW.HIKSARCHITECTS.COM

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 1000 WEST 10TH AVENUE
 SUITE 1000
 DENVER, CO 80202
 (303) 733-1100
 WWW.HIKSARCHITECTS.COM

MECHANICAL / ELECTRICAL / PLUMBING
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 SUITE 1000
 DENVER, CO 80202
 (303) 733-1100
 WWW.HIKSARCHITECTS.COM

MECHANICAL / ELECTRICAL / PLUMBING
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 SUITE 1000
 DENVER, CO 80202
 (303) 733-1100
 WWW.HIKSARCHITECTS.COM

MECHANICAL / ELECTRICAL / PLUMBING
 1000 WEST 10TH AVENUE
 SUITE 1000
 DENVER, CO 80202
 (303) 733-1100
 WWW.HIKSARCHITECTS.COM

MECHANICAL / ELECTRICAL / PLUMBING
 1000 WEST 10TH AVENUE
 SUITE 1000
 DENVER, CO 80202
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 WWW.HIKSARCHITECTS.COM

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 SUITE 1000
 DENVER, CO 80202
 (303) 733-1100
 WWW.HIKSARCHITECTS.COM

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 DENVER, CO 80202
 (303) 733-1100
 WWW.HIKSARCHITECTS.COM

MECHANICAL / ELECTRICAL / PLUMBING
 1000 WEST 10TH AVENUE
 SUITE 1000
 DENVER, CO 80202
 (303) 733-1100
 WWW.HIKSARCHITECTS.COM

MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER

PROJECT NUMBER: 22863.000
 DATE: MAY 16, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN: LEVEL CELLAR - DEMOLITION PLAN

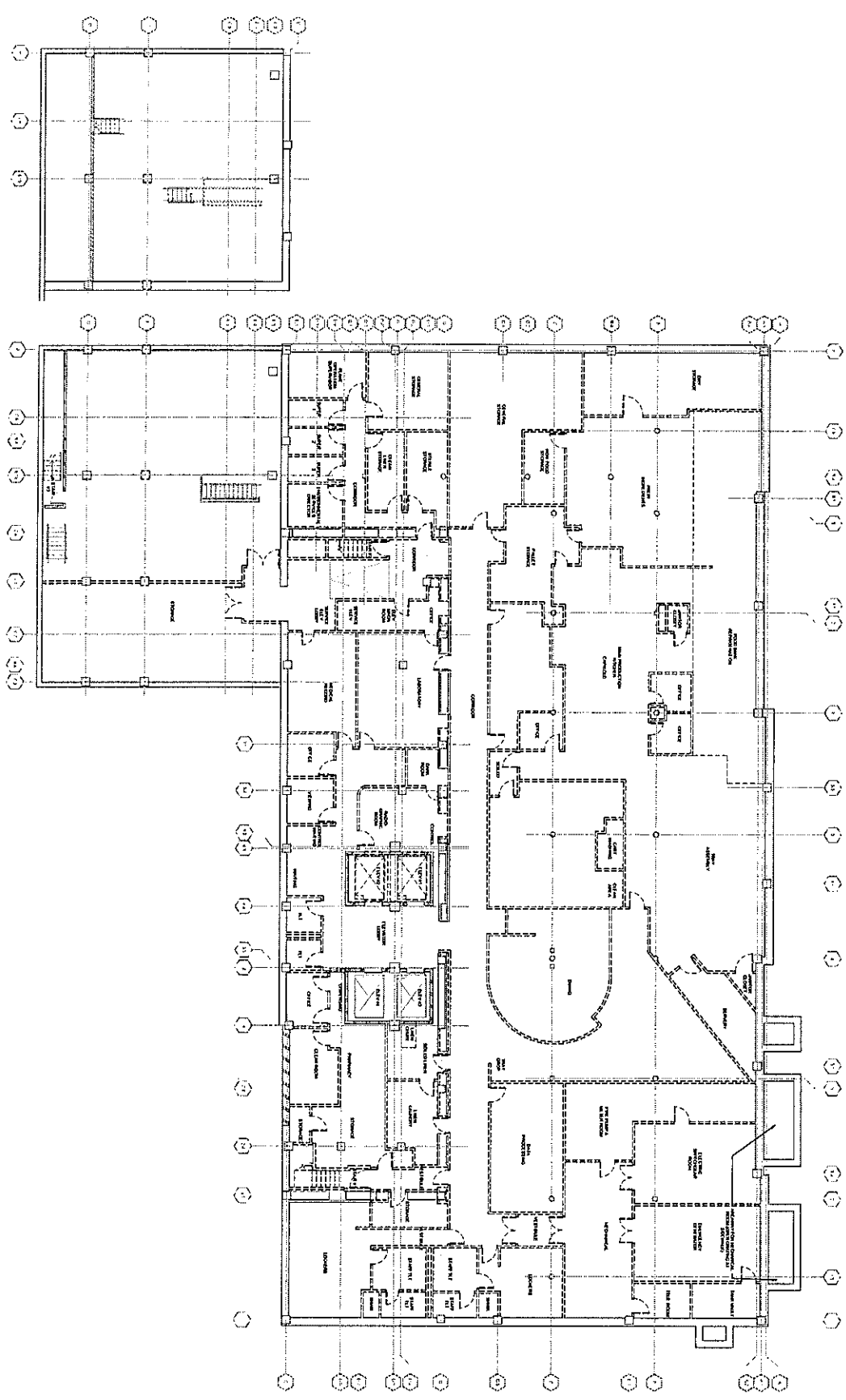
PROJECT NUMBER: 22863.000
 DATE: MAY 16, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN: LEVEL CELLAR - DEMOLITION PLAN

PROJECT NUMBER: 22863.000
 DATE: MAY 16, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN: LEVEL CELLAR - DEMOLITION PLAN

PROJECT NUMBER: 22863.000
 DATE: MAY 16, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN: LEVEL CELLAR - DEMOLITION PLAN

PROJECT NUMBER: 22863.000
 DATE: MAY 16, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN: LEVEL CELLAR - DEMOLITION PLAN

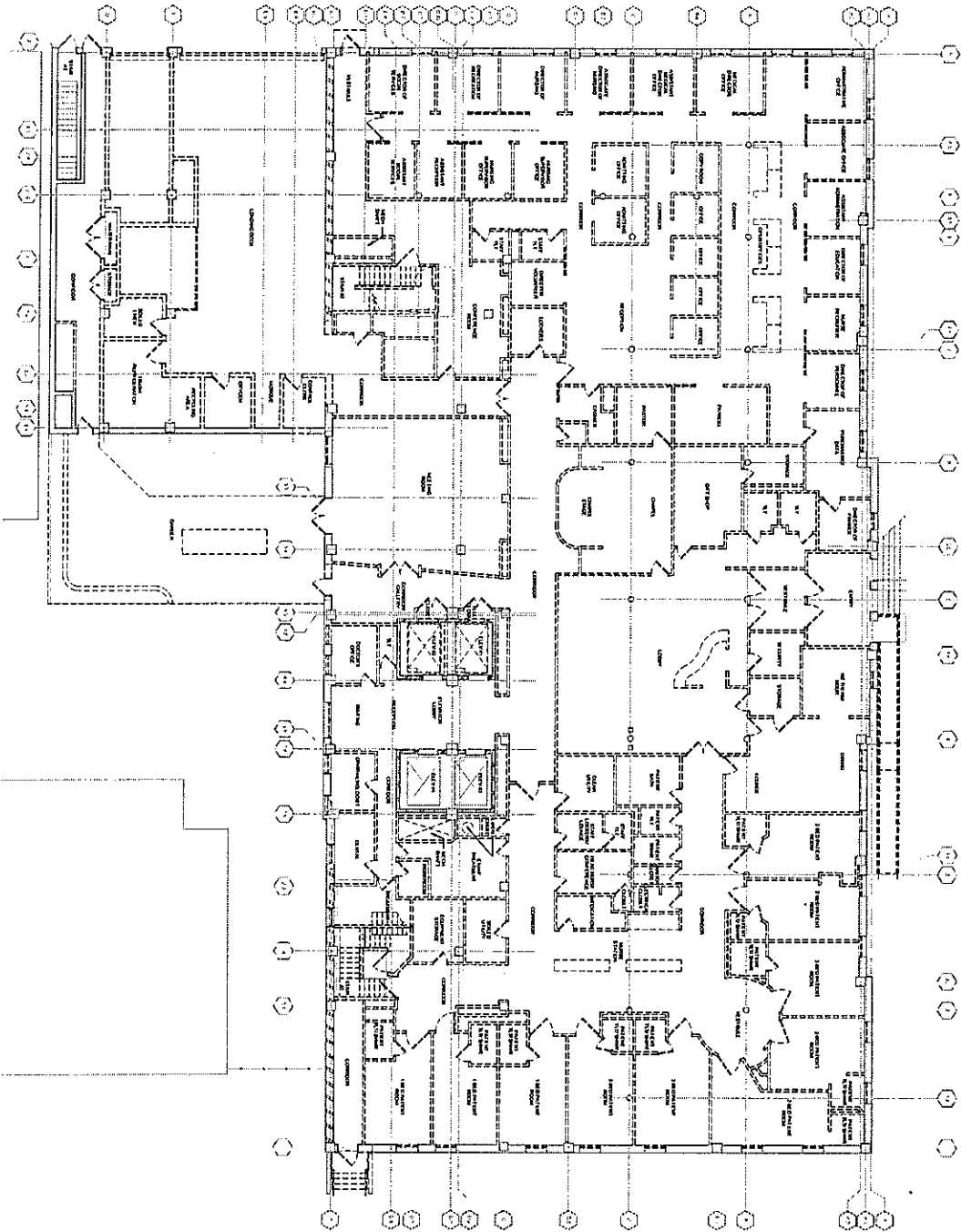
PROJECT NUMBER: 22863.000
 DATE: MAY 16, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN: LEVEL CELLAR - DEMOLITION PLAN



02 LEVEL SUBCELLAR - DEMOLITION PLAN

01 LEVEL CELLAR - DEMOLITION PLAN

PROJECT NUMBER: 22863.000
 DATE: MAY 16, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN: LEVEL CELLAR - DEMOLITION PLAN

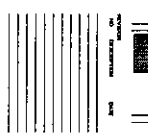


01 LEVEL 01 - DEMOLITION PLAN

DM-101.00

PROJECT NO. 22863.000
 DATE MAY 16, 2018
 DESIGNER DSG-LS SCHEMATIC DESIGN
 LEVEL 01 - DEMOLITION PLAN

REVISIONS
 NO. DATE DESCRIPTION
 1 05/16/18 SCHEMATIC DESIGN



SYSTEMS REFERRED TO:
 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SYSTEMS SHOWN AS EXISTING UNLESS INDICATED OTHERWISE.

NOTES:
 1. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, DIVISION OF CONSTRUCTION, CHAPTER 18.01, SECTION 18.01.02.

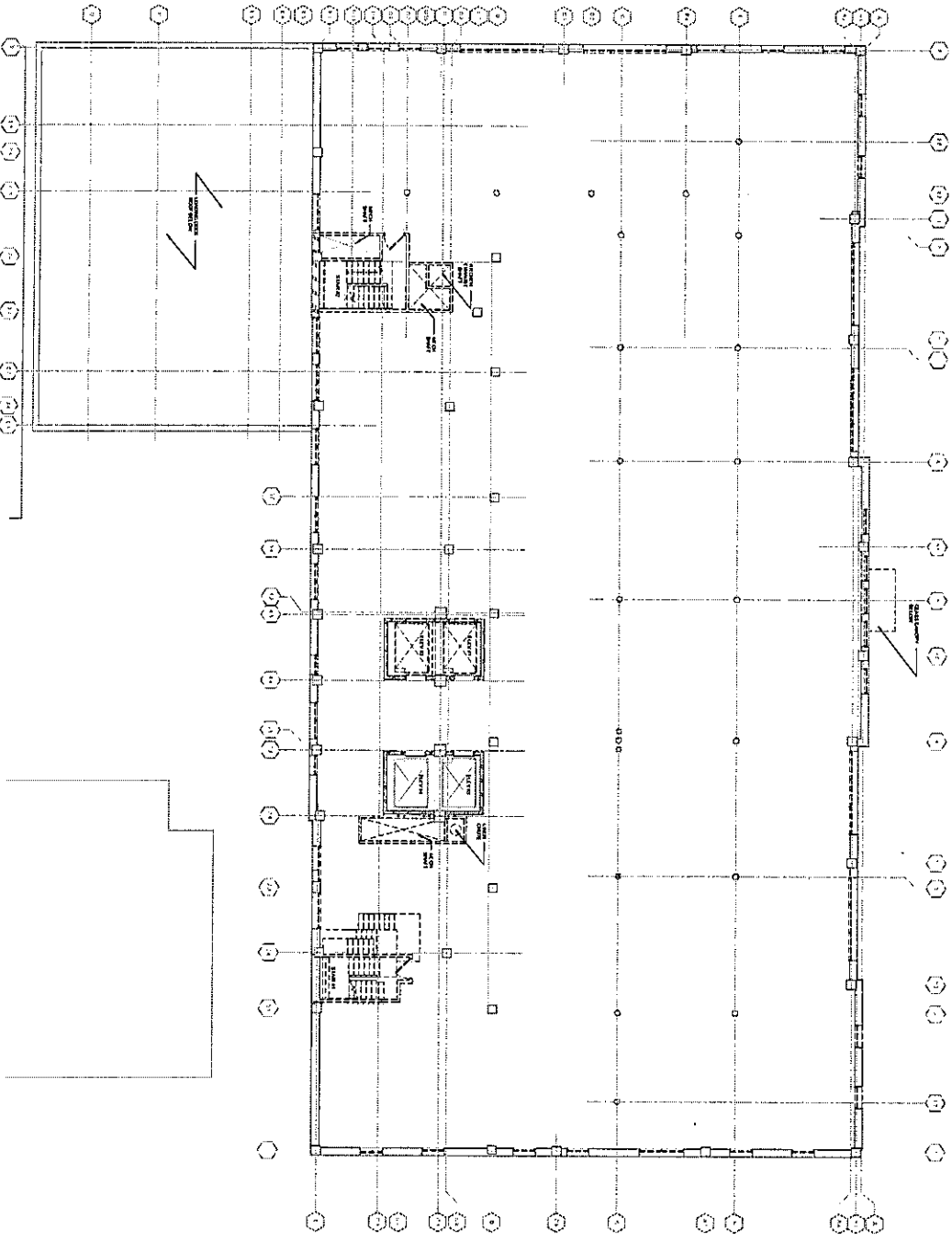
PROJECT INFORMATION:
 PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 PROJECT ADDRESS: 1675 CLAYTON AVENUE, LOS ANGELES, CA 90047
 ARCHITECT: HKS
 DATE: MAY 16, 2018

DESIGNER:
 DSG-LS SCHEMATIC DESIGN
 1675 CLAYTON AVENUE, SUITE 1000
 LOS ANGELES, CA 90047

APPROVED:
 PROJECT ARCHITECT: [Signature]
 PROJECT ENGINEER: [Signature]



ARCHITECT
 HKS
 1000 RAVENSWOOD AVENUE
 SUITE 1000
 HOUSTON, TEXAS 77002
 TEL: 713.865.1000
 WWW.HKS.COM



01 LEVEL 02 - RENOVATION PLAN

DM.102.00

DATE PLOTTED: 05/10/2019
 TIME: 10:10:00
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 SHEET: 01 LEVEL 02 - RENOVATION PLAN

PROJECT INFORMATION
 ARCHITECT: HKS
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 SHEET: 01 LEVEL 02 - RENOVATION PLAN

REVISIONS

NO.	DESCRIPTION	DATE
1		



LEGEND

01 LEVEL 02 - RENOVATION PLAN

GENERAL NOTES

1. REFER TO ALL APPLICABLE CONTRACT DOCUMENTS.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE MOUNT SINAI ARCHITECTURAL STANDARDS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

4. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURAL ELEMENTS.

6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING ADJACENT WORK.

8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE MOUNT SINAI QUALITY ASSURANCE PROGRAM.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS.

10. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE MOUNT SINAI SAFETY PROGRAM.

VERIFICATION SYSTEM

THE VERIFICATION SYSTEM IS A SYSTEM OF QUALITY CONTROL THAT IS USED TO ENSURE THAT ALL WORK IS COMPLETED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION DOCUMENTS.

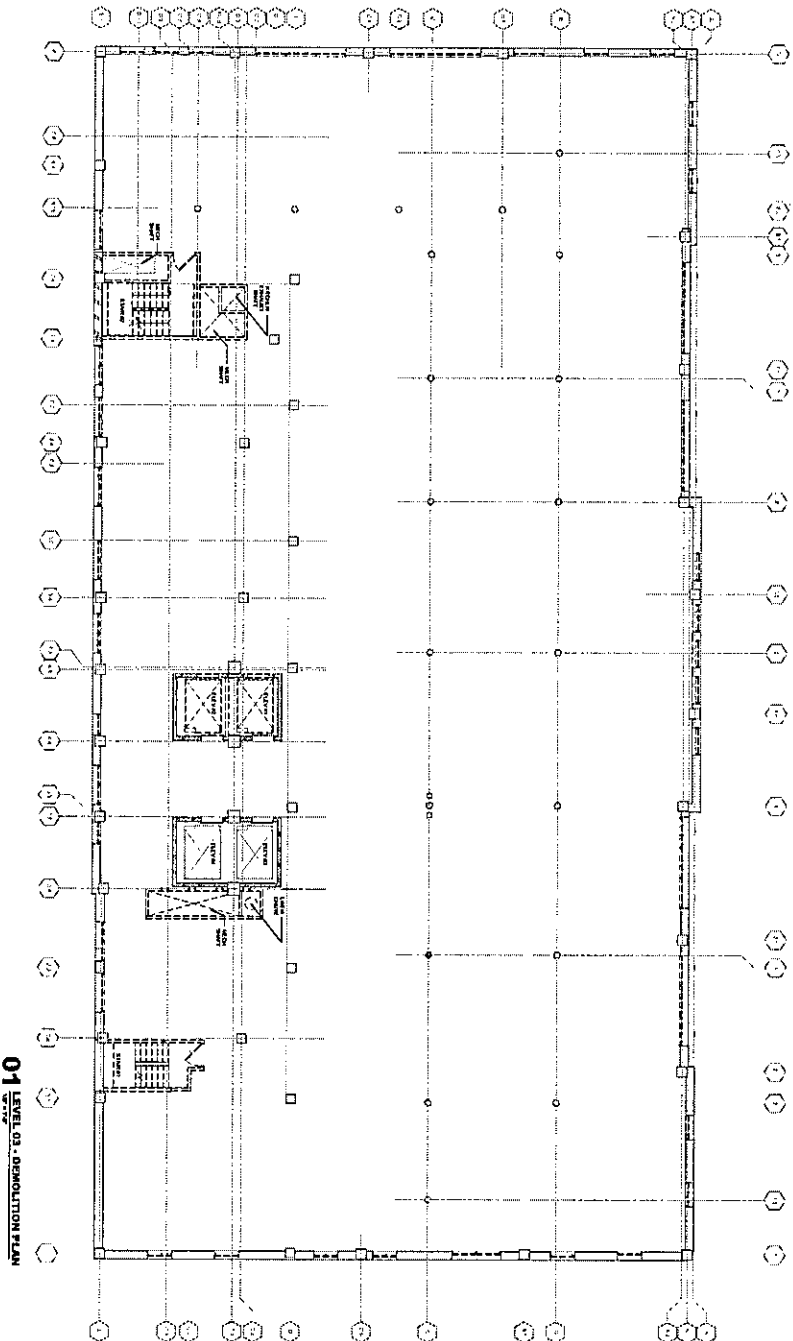
THE VERIFICATION SYSTEM IS A SYSTEM OF QUALITY CONTROL THAT IS USED TO ENSURE THAT ALL WORK IS COMPLETED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION DOCUMENTS.

PROJECT INFORMATION

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 SHEET: 01 LEVEL 02 - RENOVATION PLAN

MOUNT SINAI
 COMPREHENSIVE BEHAVIORAL HEALTH CENTER

HKS



01 LEVEL 03 - DEMOLITION PLAN

PLOT DATE

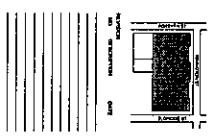
PROJECT NUMBER



DM-103.00

228833700
 MAY 18, 2019
 SCHEMATIC DESIGN
 LEVEL 03 -
 DEMOLITION PLAN

228833700
 MAY 18, 2019
 SCHEMATIC DESIGN
 LEVEL 03 -
 DEMOLITION PLAN



REVISION	DATE	DESCRIPTION

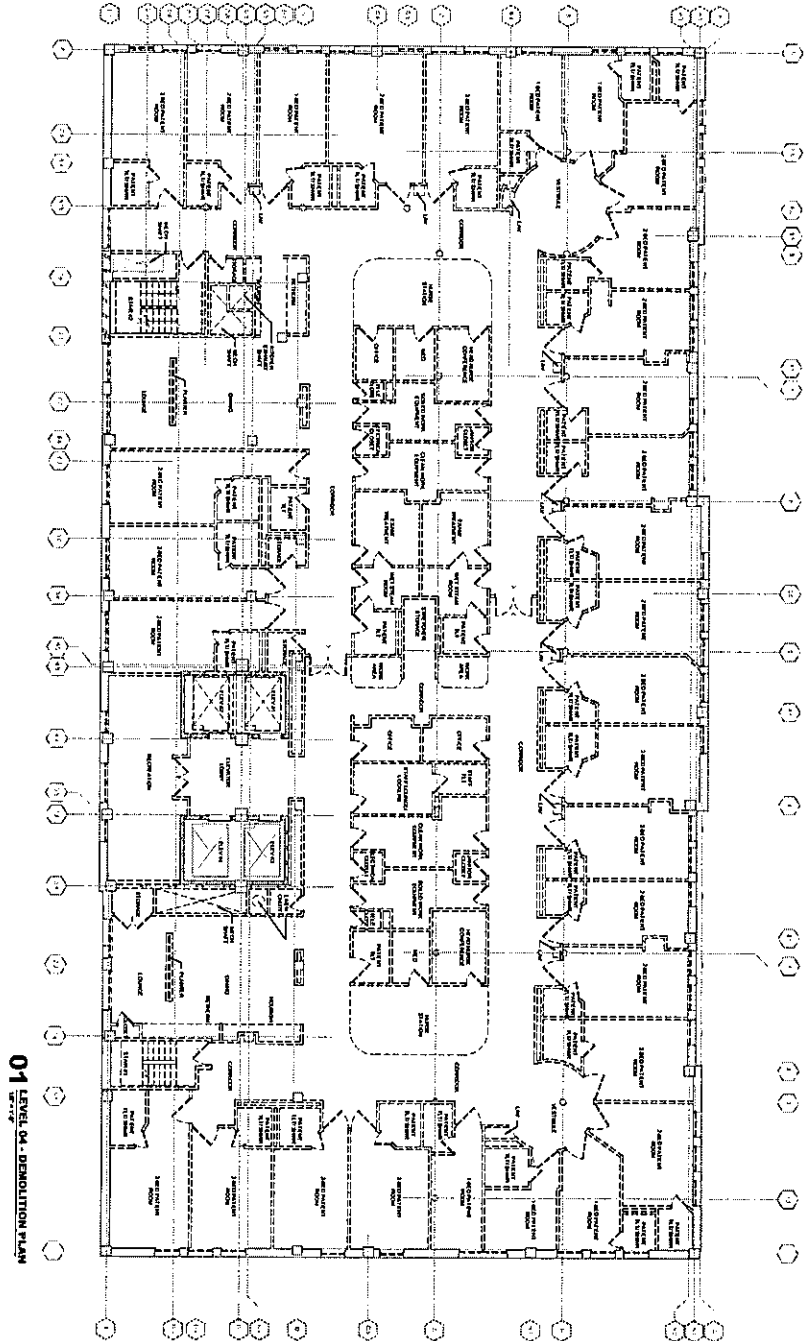
PERMIT REVIEW ONLY
 This drawing is for permit review only. It is not to be used for construction. All construction shall be in accordance with the approved permit.

MOUNT SINAI
 MOUNT SINAI HEALTH SYSTEM
 535 N. LAKE ST. SUITE 1000
 CHICAGO, IL 60611
 TEL: 312.462.3000
 FAX: 312.462.3000
 WWW.MOUNTSINAI.ORG

ARCHITECT
 HKS
 1000 RIVER ST. SUITE 1000
 CHICAGO, IL 60606
 TEL: 312.467.1000
 FAX: 312.467.1001
 WWW.HKS.COM

LANDSCAPE
 HKS
 1000 RIVER ST. SUITE 1000
 CHICAGO, IL 60606
 TEL: 312.467.1000
 FAX: 312.467.1001
 WWW.HKS.COM

HKS
 ARCHITECT
 1000 RIVER ST. SUITE 1000
 CHICAGO, IL 60606
 TEL: 312.467.1000
 FAX: 312.467.1001
 WWW.HKS.COM



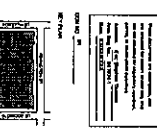
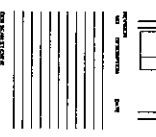
01 LEVEL 04 - DEMOLITION PLAN



DATE: MAY 19, 2019
 PROJECT: MOUNT SINAI HEALTH CENTER
 SHEET: DM.104.00

ARCHITECT: HKS
 PROJECT MANAGER: [Name]
 DESIGNER: [Name]
 DATE: MAY 19, 2019
 PROJECT: MOUNT SINAI HEALTH CENTER
 SHEET: DM.104.00

REVISIONS:
 NO. DESCRIPTION
 1. [Description]
 2. [Description]

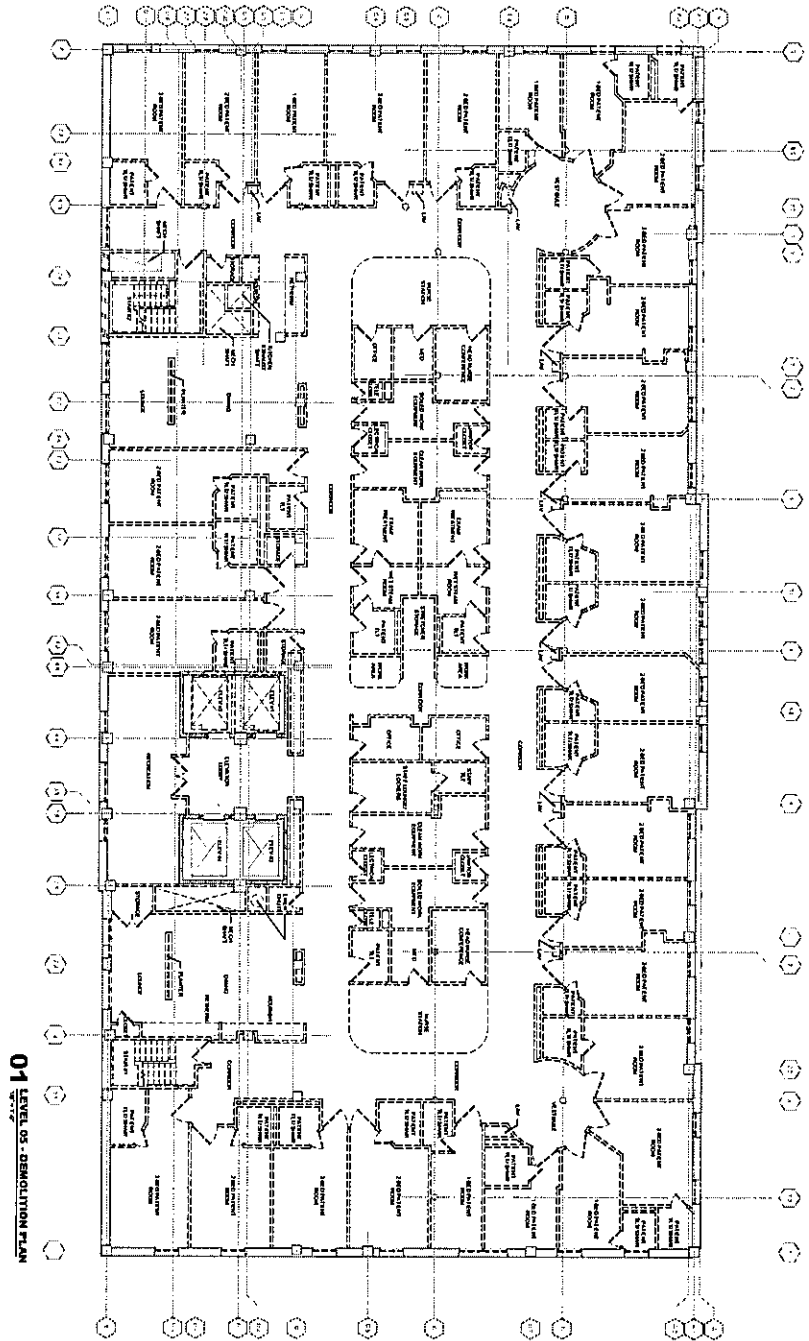


NOTES:
 1. ALL ROOMS AND AREAS SHOWN WITH DASHED LINES ARE TO BE DEMOLISHED.
 2. ALL ROOMS AND AREAS SHOWN WITH SOLID LINES ARE TO REMAIN.
 3. SEE ARCHITECTURAL RECORDS FOR EXISTING CONDITIONS.
 4. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
 5. ALL DEMOLITION SHALL BE COMPLETED BY [Date].

MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER

HKS
 HKS INC.
 10000 WEST AURORA AVENUE
 SUITE 1000
 WESTMINSTER, CO 80031
 TEL: 303.440.2000
 FAX: 303.440.2001
 WWW.HKS.COM

LABORATORY
 ARCHITECTURAL RECORDS
 1. ALL ROOMS AND AREAS SHOWN WITH DASHED LINES ARE TO BE DEMOLISHED.
 2. ALL ROOMS AND AREAS SHOWN WITH SOLID LINES ARE TO REMAIN.
 3. SEE ARCHITECTURAL RECORDS FOR EXISTING CONDITIONS.
 4. ALL DEMOLITION SHALL BE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
 5. ALL DEMOLITION SHALL BE COMPLETED BY [Date].



01 LEVEL 05 - DEMOLITION PLAN



DM.105.00

PROJECT NAME
 MOUNT SINAI
 COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 MAY 10, 2019
 SCHEMATIC DESIGN
 LEVEL 05
 DEMOLITION PLAN

SHEET NO.
 05 OF 10

DATE
 MAY 10, 2019

PROJECT NO.
 105.00

DRAWN BY
 [Name]

CHECKED BY
 [Name]

APPROVED BY
 [Name]

TITLE
 DEMOLITION PLAN

SCALE
 AS SHOWN

PROJECT NO.
 105.00

SHEET NO.
 05 OF 10

DATE
 MAY 10, 2019

PROJECT NAME
 MOUNT SINAI

COMPREHENSIVE BEHAVIORAL HEALTH CENTER

MAY 10, 2019

SCHEMATIC DESIGN

LEVEL 05

DEMOLITION PLAN

PROJECT NO.
 105.00

SHEET NO.
 05 OF 10

DATE
 MAY 10, 2019

PROJECT NAME
 MOUNT SINAI

COMPREHENSIVE BEHAVIORAL HEALTH CENTER

MAY 10, 2019

SCHEMATIC DESIGN

LEVEL 05

DEMOLITION PLAN



MOUNT SINAI
COMPREHENSIVE
BEHAVIORAL
HEALTH CENTER

ARCHITECT
 HKS

PROJECT NO.
 105.00

SHEET NO.
 05 OF 10

DATE
 MAY 10, 2019

PROJECT NAME
 MOUNT SINAI

COMPREHENSIVE BEHAVIORAL HEALTH CENTER

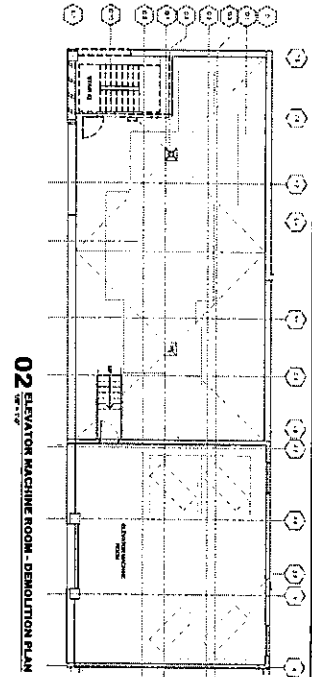
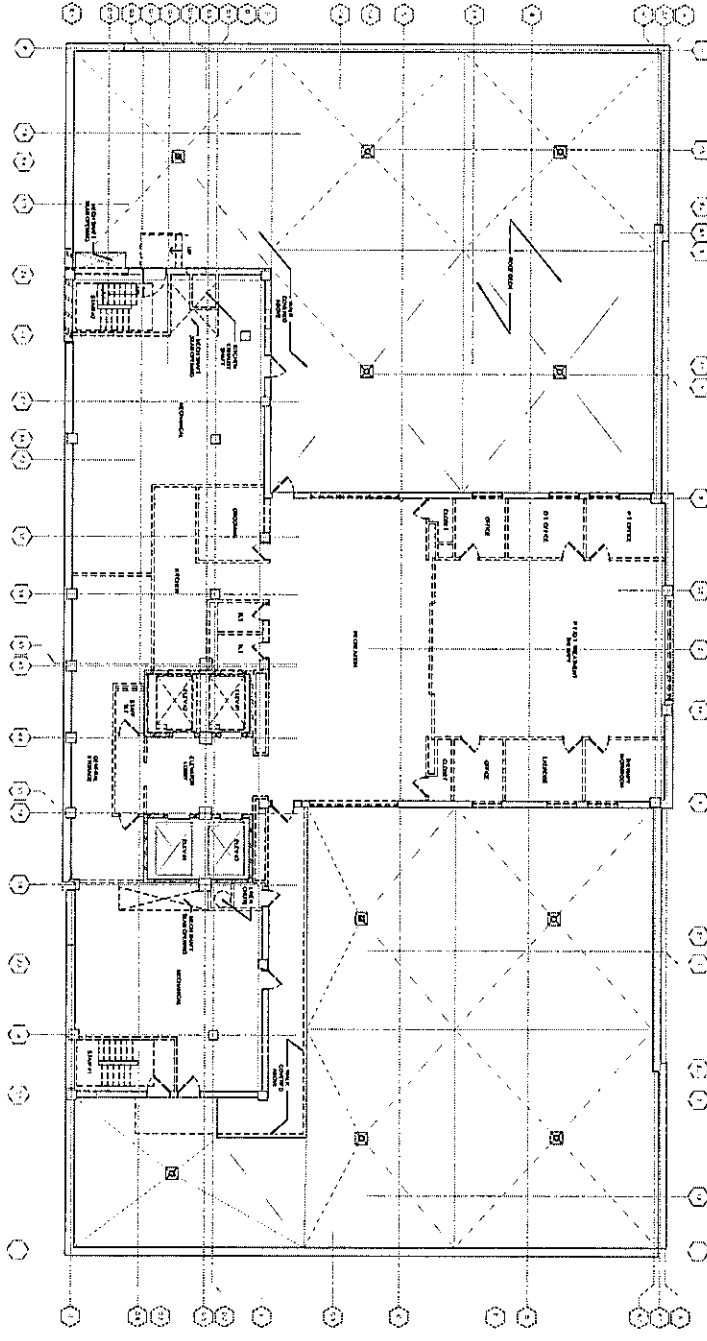
MAY 10, 2019

SCHEMATIC DESIGN

LEVEL 05

DEMOLITION PLAN

PROJECT NO. 22825.000
 DATE: MAY 10, 2019



02 ELEVATOR MACHINE ROOM - DEMOLITION PLAN

01 LEVEL 06 - DEMOLITION PLAN



Scale: **DM.106.00**

REVISIONS
 NO. DESCRIPTION
 DATE

22825.000
 MAY 10, 2019
 DSC-19 SCHEMATIC
 LEVEL 06 -
 DEMOLITION PLAN

PROJECT: MOUNT SINAI BEHAVIORAL HEALTH CENTER
 PROJECT NO. 22825.000
 DATE: MAY 10, 2019

ARCHITECT: HKS
 1100 RIVER ST
 NEW YORK, NY 10020

CONTRACTOR: MOUNT SINAI BEHAVIORAL HEALTH CENTER
 1275 W. 25th St.
 NEW YORK, NY 10001

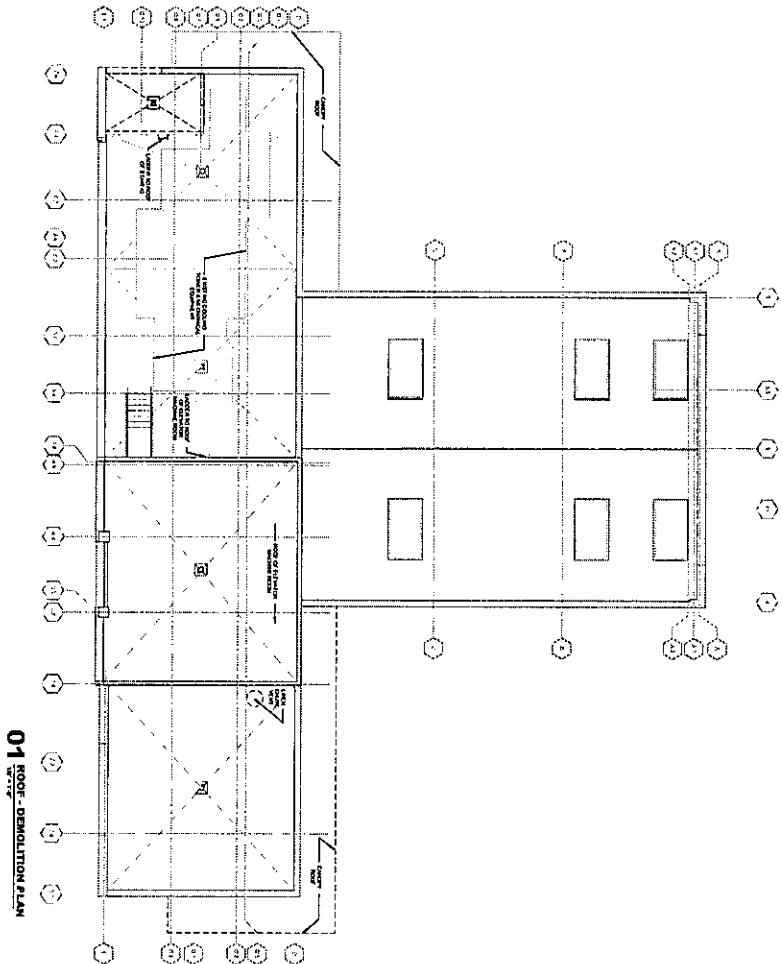
Mount Sinai
 MOUNT SINAI BEHAVIORAL HEALTH CENTER
 1275 W. 25th St.
 NEW YORK, NY 10001

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DEMOLITION PLAN

VERTICAL TRANSPORTATION
 ELEVATOR MACHINES
 1775 VOLTAGE SECURITY

LABELS
 1.00
 1.01
 1.02
 1.03
 1.04
 1.05
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 1.20

PLAN 01
 12/11/2018 11:11:00 AM



HKS

ARCHITECT
 3600 MARKET STREET
 SUITE 100
 PHILADELPHIA, PA 19104
 PH: 215.762.1000
 WWW.HKS.COM

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 19, 2018
 DRAWING NO: DM.107.00

**MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER**

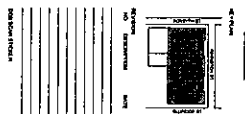
Mount Sinai

ROOF MECHANICAL SYSTEMS
 FOR ROOF MECHANICAL SYSTEMS
 SEE GENERAL NOTES AND SPECIFICATIONS
 FOR FURTHER INFORMATION

ATTN: RELEVANT ONLY

FOR INFORMATION ONLY
 THE FOLLOWING INFORMATION IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION

NO.	DESCRIPTION	DATE
1	NO. 100	
2	NO. 100	
3	NO. 100	
4	NO. 100	
5	NO. 100	
6	NO. 100	
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16	NO. 100	
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18	NO. 100	
19	NO. 100	
20	NO. 100	



DM.107.00

ROOF - DEMOLITION PLAN

DATE: MAY 19, 2018
 DRAWING NO: DM.107.00

PLAN 01
 12/11/2018 11:11:00 AM

ARCHITECT
 3700 LEXINGTON AVENUE
 SUITE 1000
 NEW YORK, NY 10017
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKS.COM

INTERIOR ARCHITECTURE
 3700 LEXINGTON AVENUE
 SUITE 1000
 NEW YORK, NY 10017
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKS.COM

STRUCTURAL/CIVIL
 3700 LEXINGTON AVENUE
 SUITE 1000
 NEW YORK, NY 10017
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKS.COM

MECHANICAL/ELECTRICAL/PLUMBING
 3700 LEXINGTON AVENUE
 SUITE 1000
 NEW YORK, NY 10017
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKS.COM

VERTICAL TRANSPORTATION
 3700 LEXINGTON AVENUE
 SUITE 1000
 NEW YORK, NY 10017
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKS.COM

LANDSCAPE ARCHITECTURE
 3700 LEXINGTON AVENUE
 SUITE 1000
 NEW YORK, NY 10017
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKS.COM

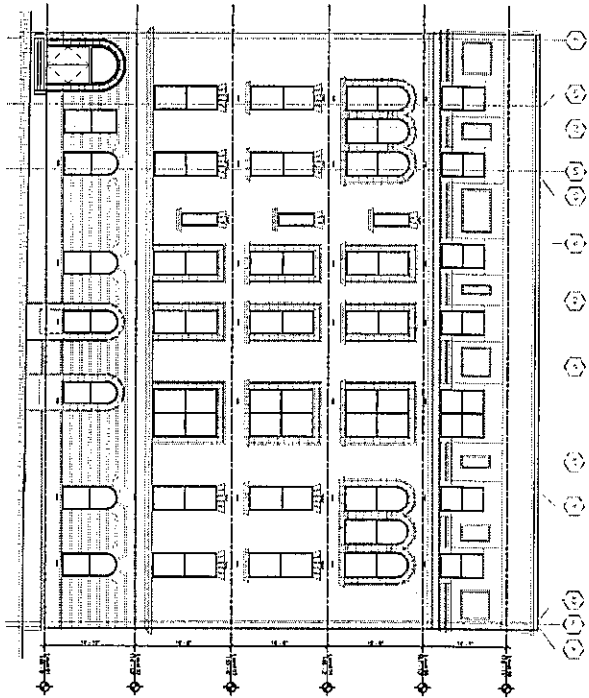
IT/TELECOMMUNICATIONS SECURITY
 3700 LEXINGTON AVENUE
 SUITE 1000
 NEW YORK, NY 10017
 TEL: 212 512 2000
 FAX: 212 512 2001
 WWW.HKS.COM

PROJECT MANAGER
 JAMES J. HANCOCK
 PROJECT ARCHITECT
 JAMES J. HANCOCK
 PROJECT ARCHITECT
 JAMES J. HANCOCK

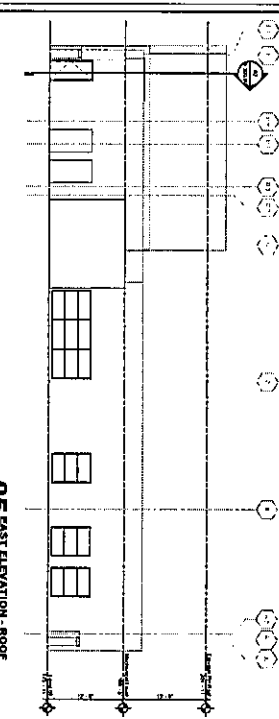
DATE: MAY 10, 2018
 DESIGN: SCHEMATIC
 EXTERIOR ELEVATIONS

PROJECT NO. A.200.00

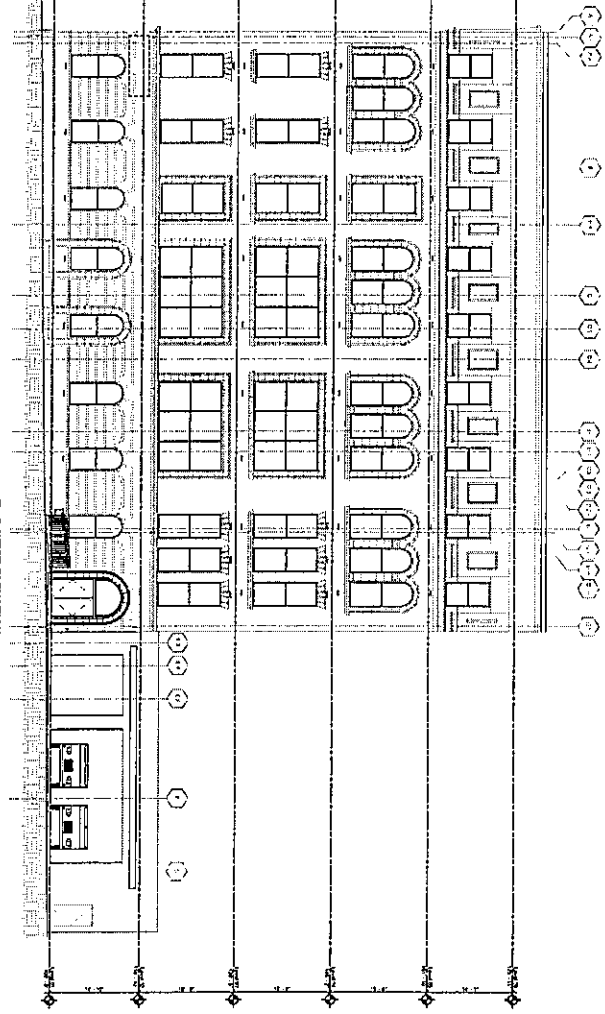
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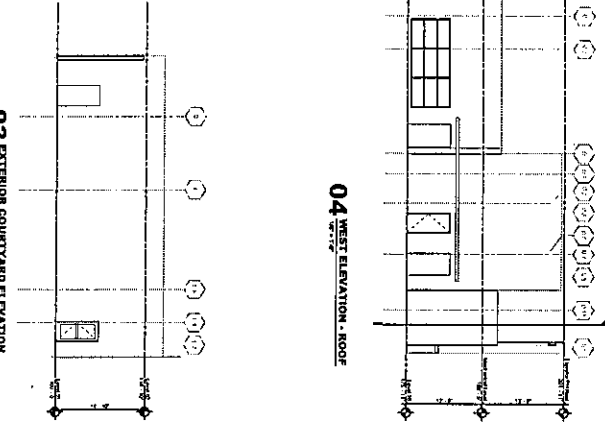
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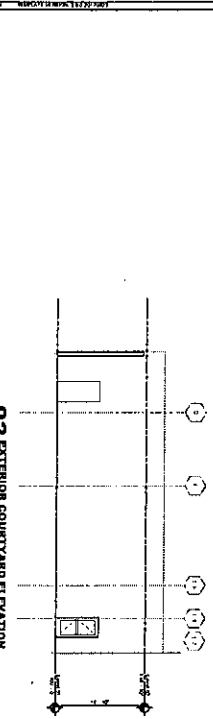
05 EAST ELEVATION - ROOF



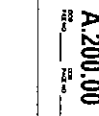
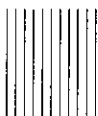
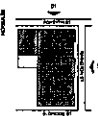
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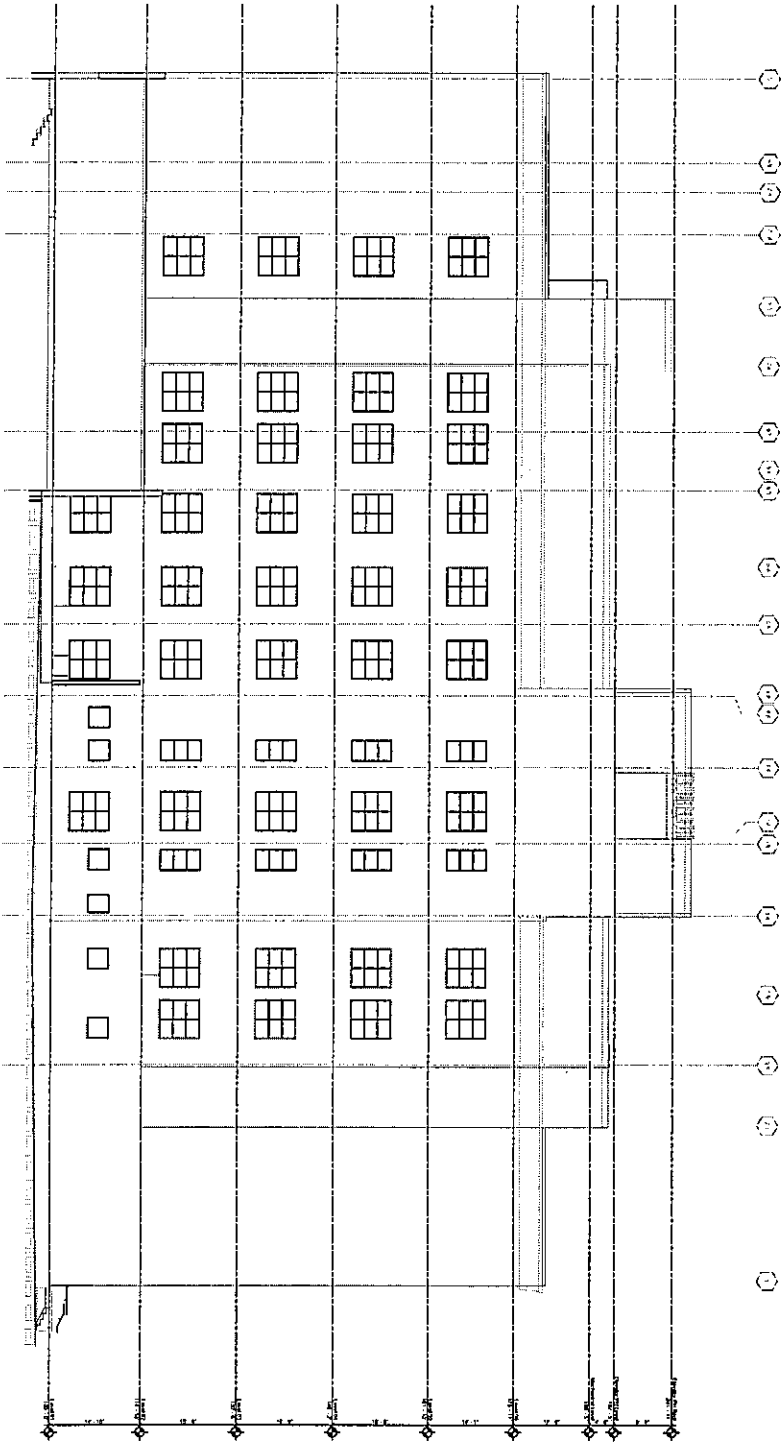


04 WEST ELEVATION - ROOF

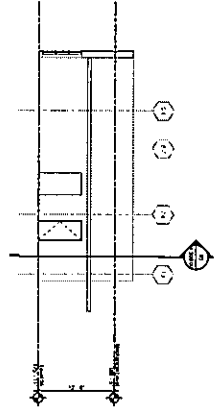


03 EXTERIOR COURTYARD ELEVATION

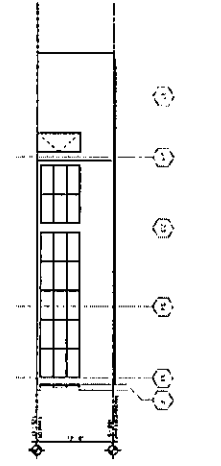




01 SOUTH ELEVATION



03 NORTHWEST ELEVATION - ROOF



02 NORTHEAST ELEVATION - ROOF

A.201.00

DATE: MAY 19, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DRAWING: EXTERIOR ELEVATIONS

SCALE: AS SHOWN

NOTES:

1. REFER TO ALL OTHER DRAWINGS FOR DETAILS AND MATERIALS.

2. VERIFY ALL DIMENSIONS AND LOCATIONS WITH THE FIELD.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE MOUNT SINAI ARCHITECTURAL STANDARDS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

6. ALL MATERIALS AND FINISHES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

8. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

9. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

10. ALL MATERIALS AND FINISHES SHALL BE STORED PROPERLY ON SITE.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

12. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE MOUNT SINAI ARCHITECTURAL STANDARDS.

13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

14. ALL MATERIALS AND FINISHES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

16. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

17. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.

18. ALL MATERIALS AND FINISHES SHALL BE STORED PROPERLY ON SITE.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

20. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE MOUNT SINAI ARCHITECTURAL STANDARDS.

21. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

22. ALL MATERIALS AND FINISHES SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

24. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

25. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.



MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER

ARCHITECT: HKS

ARCHITECT
 300 WEST 10TH STREET
 AUSTIN, TEXAS 78701
 TEL: 512.476.2000
 WWW.HKS.COM

PROJECT ARCHITECT
 MOUNT SINAI COMPREHENSIVE
 BEHAVIORAL HEALTH CENTER
 1575 WEST 10TH STREET
 AUSTIN, TEXAS 78701
 TEL: 512.476.2000
 WWW.HKS.COM

**MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER**



MOUNT SINAI HEALTH SYSTEM
 1575 WEST 10TH STREET
 AUSTIN, TEXAS 78701
 TEL: 512.476.2000
 WWW.MOUNTSINAI.ORG

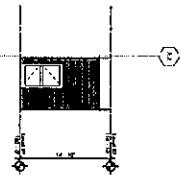
1575 WEST 10TH STREET
 AUSTIN, TEXAS 78701
 TEL: 512.476.2000
 WWW.MOUNTSINAI.ORG

NO.	DESCRIPTION	DATE
001	ISSUED FOR PERMIT	05/10/18
002	ISSUED FOR CONSTRUCTION	05/10/18
003	ISSUED FOR CONSTRUCTION	05/10/18
004	ISSUED FOR CONSTRUCTION	05/10/18
005	ISSUED FOR CONSTRUCTION	05/10/18

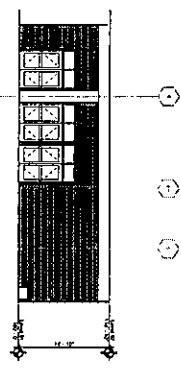
DATE PLOTTED: 05/10/18
 PLOT SCALE: 1/8" = 1'-0"

PROJECT NO. 22863A.008
 DATE: MAY 10, 2018
 DESIGNER: MOUNT SINAI HEALTH SYSTEM
 ARCHITECT: HKS
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DRAWING: EXTERIOR ELEVATIONS
 SCALE: AS SHOWN
 DATE: MAY 10, 2018

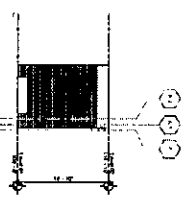
A.202.00



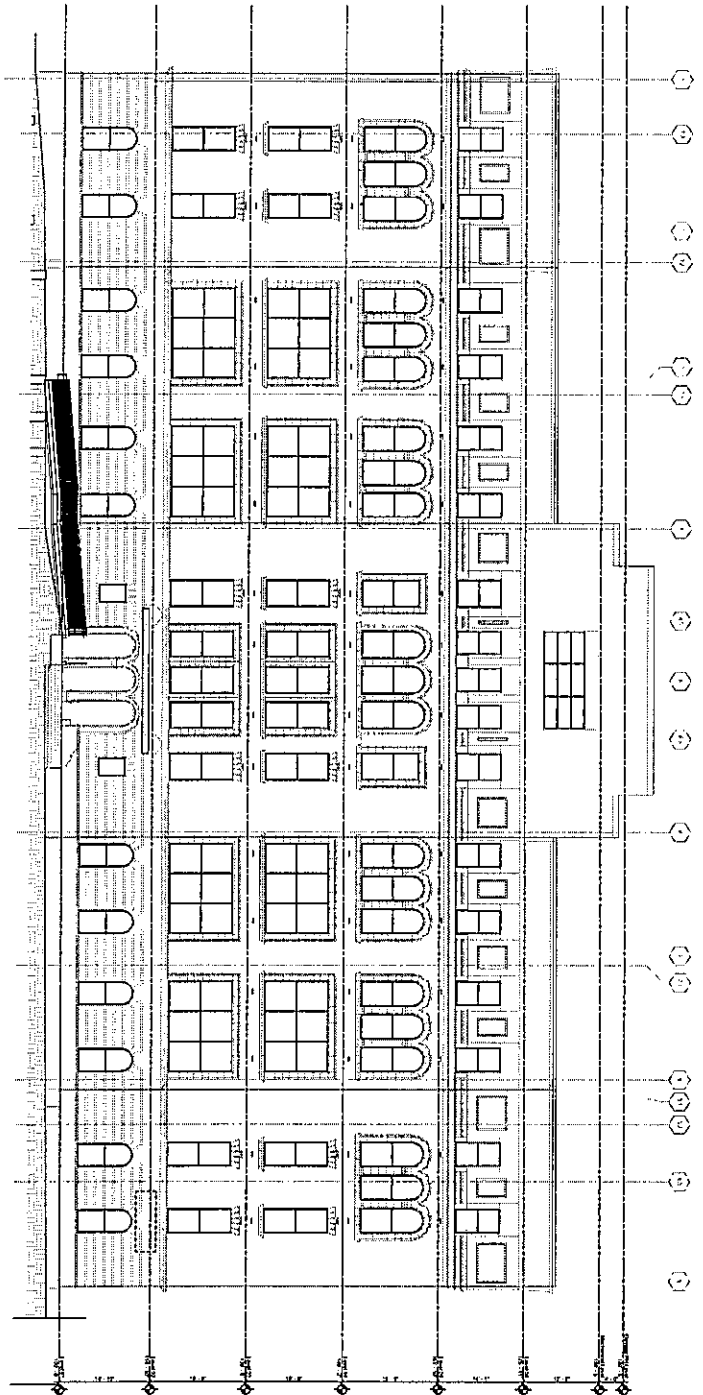
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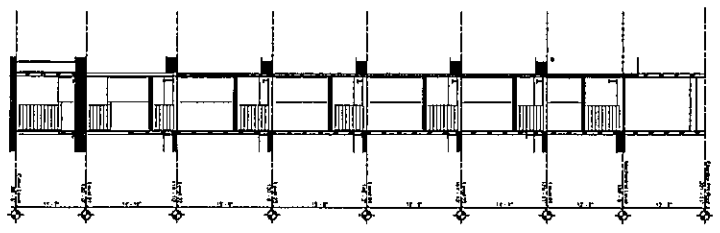
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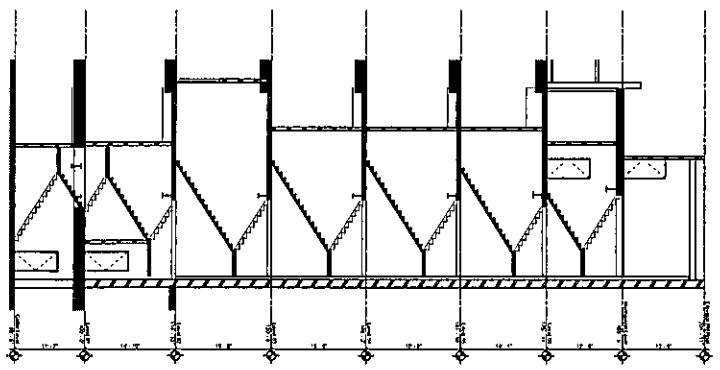
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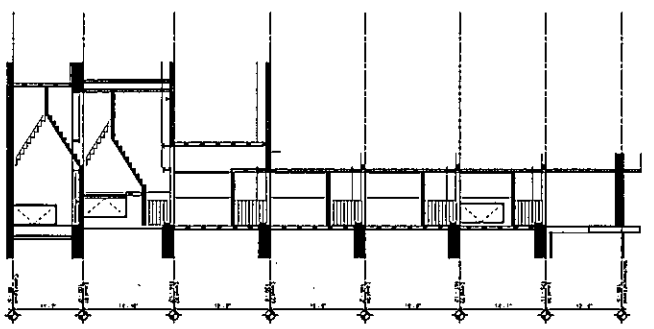
01 NORTH ELEVATION



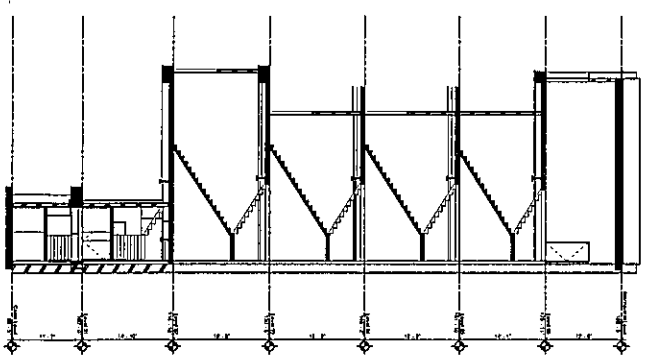
04 STAIR 2 SECTION 2



03 STAIR 2 SECTION 1



02 STAIR 1 SECTION 2



01 STAIR 1 SECTION 1

ARCHITECT
 100 EAST 17th STREET, SUITE 400
 NEW YORK, NY 10011
 TEL: (212) 512-2000
 WWW.HKIS.COM

GENERAL CONTRACTOR
 PARSONS BRINCKERHOFF
 110 EAST 17th STREET, SUITE 400
 NEW YORK, NY 10011
 TEL: (212) 512-2000
 WWW.PARSONSBRINCKERHOFF.COM

GENERAL CONTRACTOR
 PARSONS BRINCKERHOFF
 110 EAST 17th STREET, SUITE 400
 NEW YORK, NY 10011
 TEL: (212) 512-2000
 WWW.PARSONSBRINCKERHOFF.COM



MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER

DESIGNED BY
 HOK
 500 WEST 33rd STREET, SUITE 200
 NEW YORK, NY 10001
 TEL: (212) 512-2000
 WWW.HOK.COM

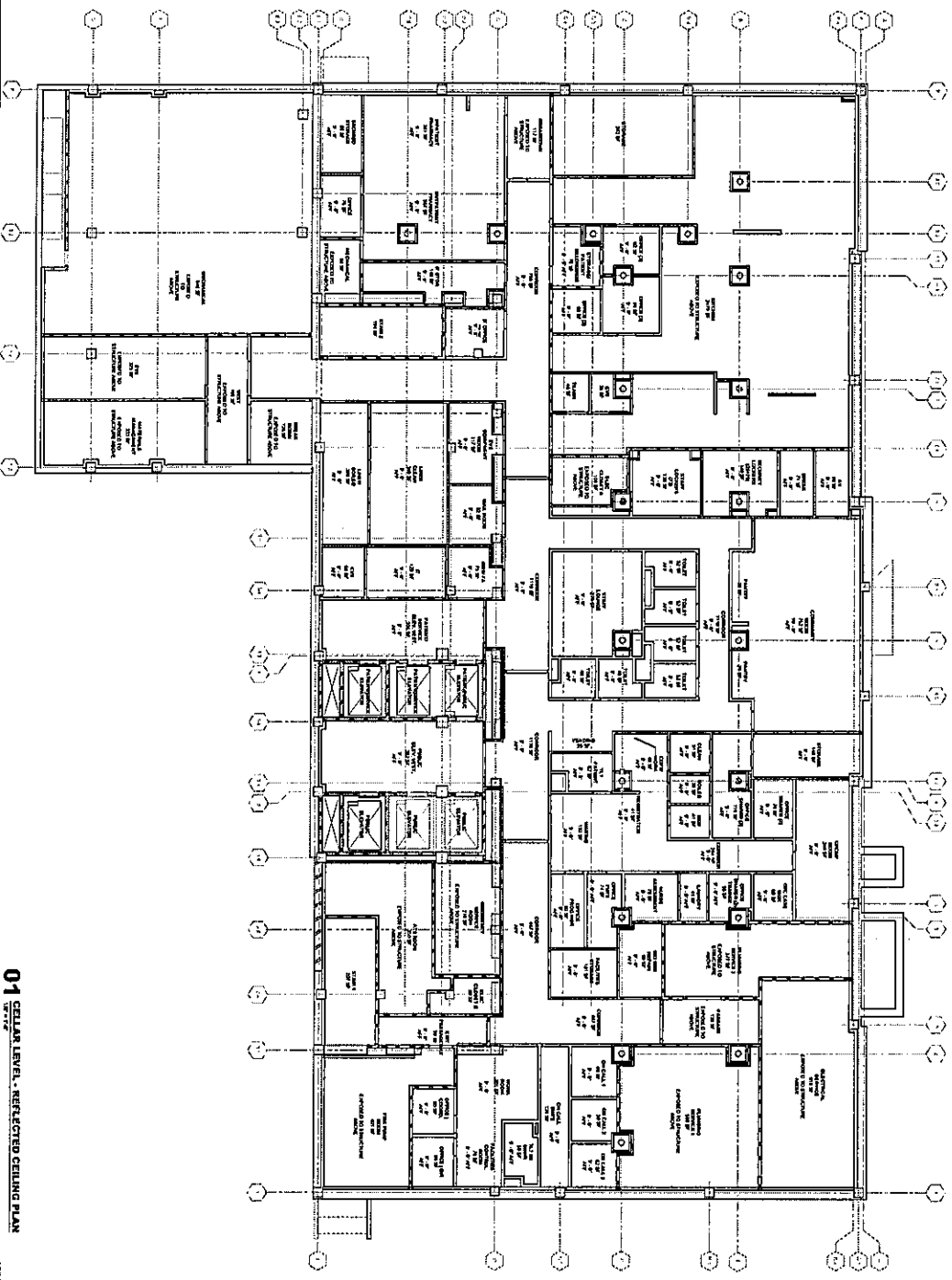
DATE: 05/10/2019
 PROJECT NO: 22863.000
 SHEET NO: 0331
 SCALE: AS SHOWN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/10/2019
2	ISSUED FOR CONSTRUCTION	05/10/2019

DESIGNED BY
 HOK
 500 WEST 33rd STREET, SUITE 200
 NEW YORK, NY 10001
 TEL: (212) 512-2000
 WWW.HOK.COM

DATE: 05/10/2019
 PROJECT NO: 22863.000
 SHEET NO: 0331
 SCALE: AS SHOWN

A.300.00



04 CELLAR LEVEL - REFLECTED CEILING PLAN

GENERAL SYMBOL LEGEND

	2' x 2' GRID
	4' x 4' GRID
	6' x 6' GRID
	8' x 8' GRID
	10' x 10' GRID
	12' x 12' GRID
	14' x 14' GRID
	16' x 16' GRID
	18' x 18' GRID
	20' x 20' GRID
	22' x 22' GRID
	24' x 24' GRID
	26' x 26' GRID
	28' x 28' GRID
	30' x 30' GRID
	32' x 32' GRID
	34' x 34' GRID
	36' x 36' GRID
	38' x 38' GRID
	40' x 40' GRID
	42' x 42' GRID
	44' x 44' GRID
	46' x 46' GRID
	48' x 48' GRID
	50' x 50' GRID
	52' x 52' GRID
	54' x 54' GRID
	56' x 56' GRID
	58' x 58' GRID
	60' x 60' GRID
	62' x 62' GRID
	64' x 64' GRID
	66' x 66' GRID
	68' x 68' GRID
	70' x 70' GRID
	72' x 72' GRID
	74' x 74' GRID
	76' x 76' GRID
	78' x 78' GRID
	80' x 80' GRID
	82' x 82' GRID
	84' x 84' GRID
	86' x 86' GRID
	88' x 88' GRID
	90' x 90' GRID
	92' x 92' GRID
	94' x 94' GRID
	96' x 96' GRID
	98' x 98' GRID
	100' x 100' GRID

GENERAL NOTES - REFLECTED CEILING PLAN

1. REFLECTED CEILING PLAN SHALL BE CONSIDERED AS A REFLECTED CEILING PLAN UNLESS OTHERWISE NOTED.
2. REFLECTED CEILING PLAN SHALL BE CONSIDERED AS A REFLECTED CEILING PLAN UNLESS OTHERWISE NOTED.
3. REFLECTED CEILING PLAN SHALL BE CONSIDERED AS A REFLECTED CEILING PLAN UNLESS OTHERWISE NOTED.

22883.000
 MAY 10, 2019
 056 1.0 SCHEMATIC DESIGN SUBMISSION
 CELLAR LEVEL - REFLECTED CEILING PLAN

A.400.00

HKS

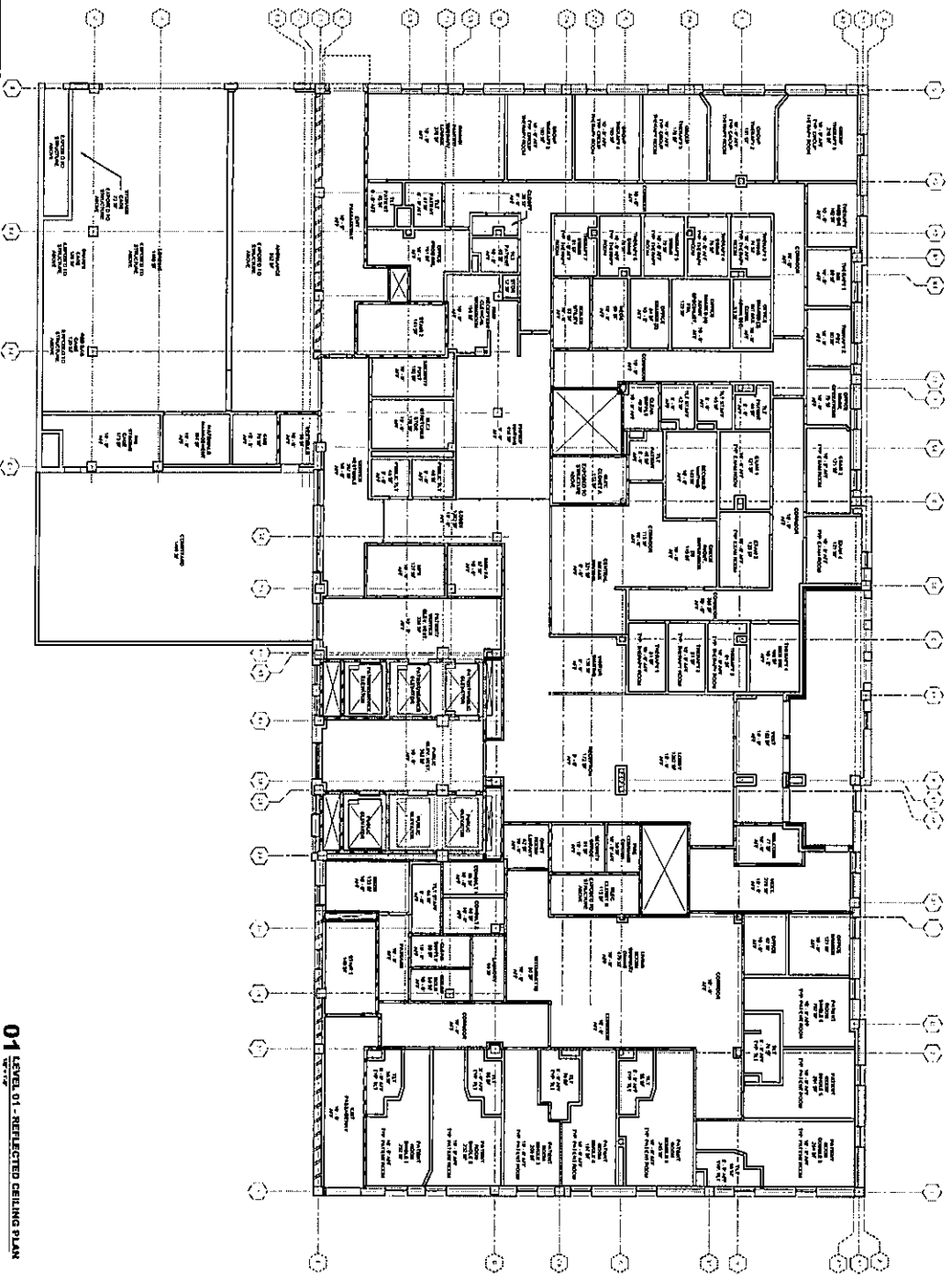
MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

17 FLOOR VERTICAL ASSEMBLY

VERTICAL TRANSPORTATION

ARCHITECT

22883.000
 MAY 10, 2019
 056 1.0 SCHEMATIC DESIGN SUBMISSION
 CELLAR LEVEL - REFLECTED CEILING PLAN



01 LEVEL 01 - REFLECTED CEILING PLAN

CERAM TILE AND LEGEND

	30x30 CERAMIC TILE
	6x6 CERAMIC TILE
	4x4 CERAMIC TILE
	2x2 CERAMIC TILE
	18x18 CERAMIC TILE
	24x24 CERAMIC TILE
	36x36 CERAMIC TILE
	48x48 CERAMIC TILE
	60x60 CERAMIC TILE

A401.00

PROJECT NUMBER: 100-00000000-01
 DATE: MAY 10, 2019
 DRAWING NO. A401.00
 DESIGN SUBMISSION
 REFLECTED CEILING PLAN

REVISIONS

NO.	DESCRIPTION	DATE



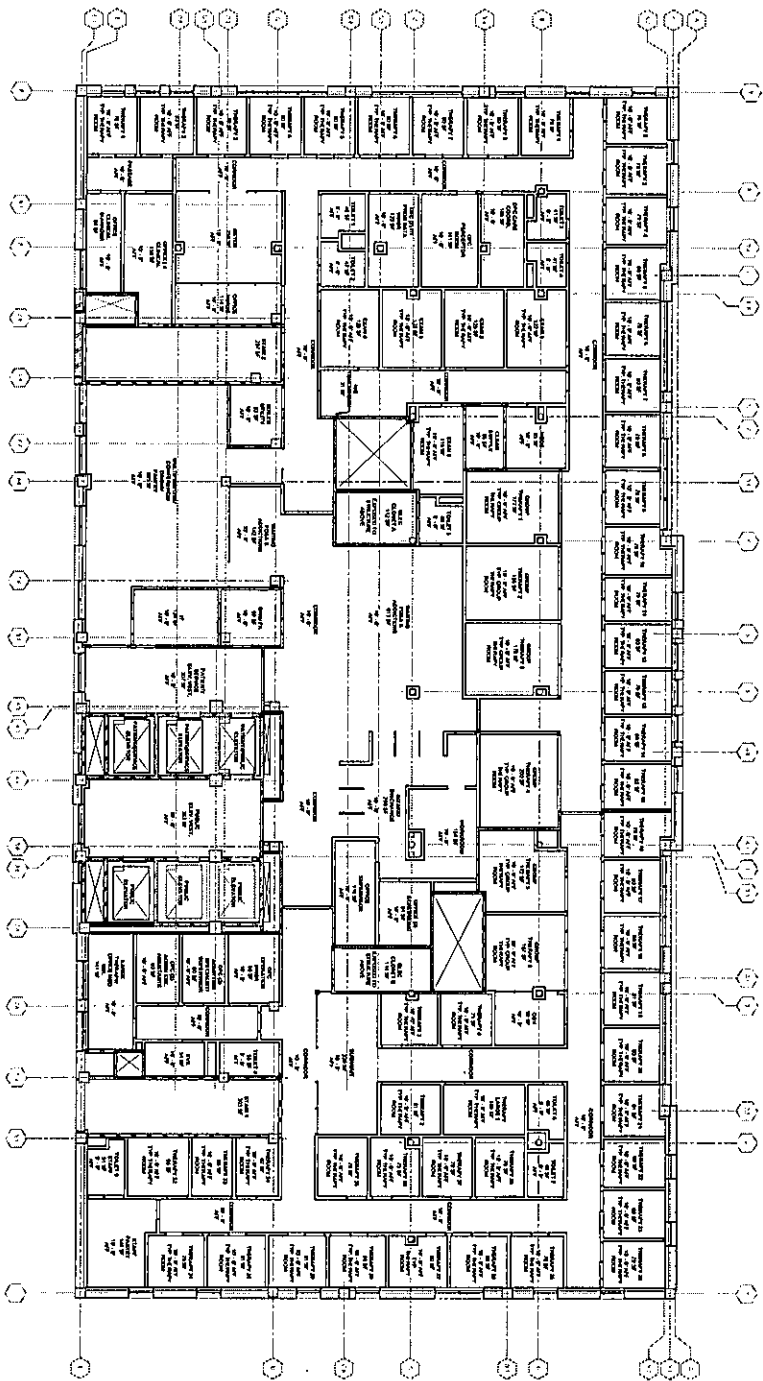
PREPARED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

MOUNT SINAI
 Mount Sinai
 MOUNT SINAI HEALTH SYSTEM
 535 N. MOUNT SINAI BLVD.
 NEW YORK, NY 10029
 TEL: 212 241 6000
 WWW.MOUNTSINAI.ORG

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 535 N. MOUNT SINAI BLVD. 4TH FLOOR
 NEW YORK, NY 10029
 TEL: 212 241 6000
 WWW.MOUNTSINAI.ORG

ARCHITECT
 HKS
 1000 RAYBURN AVENUE, SUITE 1000
 NEW YORK, NY 10017
 TEL: 212 486 2000
 WWW.HKS.COM

GENERAL NOTES - REFLECTED CEILING PLAN
 1. REFER TO THE GENERAL NOTES AND SPECIFICATIONS FOR ALL MATERIALS AND FINISHES.
 2. ALL CEILING MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 3. REFER TO THE ELECTRICAL AND MECHANICAL DRAWINGS FOR THE LOCATION OF ALL LIGHT FIXTURES AND VENTILATION GRILLS.



CEILING SYMBOLS & LEGEND

	GRID LINE		WALL
	DOOR		WINDOW
	CEILING GRID		CEILING PANEL
	CEILING LIGHT FIXTURE		CEILING DIFFUSER
	CEILING ACOUSTIC TILE		CEILING DROP PANEL
	RECESSED CEILING LIGHTING		LINEAR CEILING LIGHTING
	FIRE ALARM DEVICE		SMOKE DETECTOR
	EMERGENCY LIGHTING		EXIT SIGN
	FIRE EXTINGUISHER		FIRE ALARM PULL STATION
	FIRE ALARM CONTROL PANEL		FIRE ALARM NOTIFICATION APPLIANCE
	FIRE ALARM CONTROL PANEL (REMOTE)		FIRE ALARM CONTROL PANEL (REMOTE)
	FIRE ALARM CONTROL PANEL (REMOTE)		FIRE ALARM CONTROL PANEL (REMOTE)

GENERAL NOTES - REFLECTED CEILING PLAN

1. REFLECTED CEILING PLAN IS TO BE USED FOR REFLECTED CEILING PLAN ONLY.
2. REFLECTED CEILING PLAN IS TO BE USED FOR REFLECTED CEILING PLAN ONLY.
3. REFLECTED CEILING PLAN IS TO BE USED FOR REFLECTED CEILING PLAN ONLY.

01 LEVEL 02 - REFLECTED CEILING PLAN



A.402.00

PROJECT NO. 22853409
 DATE MAY 10, 2018
 SHEET NO. 1.9 SCHEMATIC DESIGN SUBMISSION PORTAL
 LEVEL 02 - REFLECTED CEILING PLAN

MOUNT SINAI HEALTH SYSTEM
 ARCHITECTURAL DIVISION
 530 WEST 182ND STREET
 NEW YORK, NY 10032

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECTURAL DIVISION
 530 WEST 182ND STREET
 NEW YORK, NY 10032

ARCHITECT: HKS
 100 CALIFORNIA STREET
 NEW YORK, NY 10038

DATE: 05/10/18
 DRAWING NO.: A.402.00

SCALE: AS SHOWN

SHEET NO.: 1.9

PROJECT NO.: 22853409

DATE: MAY 10, 2018

SHEET NO.: 1.9

DRAWING NO.: A.402.00

SCALE: AS SHOWN

SHEET NO.: 1.9

PROJECT NO.: 22853409

DATE: MAY 10, 2018

SHEET NO.: 1.9

DRAWING NO.: A.402.00

SCALE: AS SHOWN

SHEET NO.: 1.9

PROJECT NO.: 22853409

DATE: MAY 10, 2018

SHEET NO.: 1.9

DRAWING NO.: A.402.00

SCALE: AS SHOWN

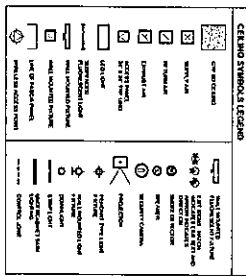
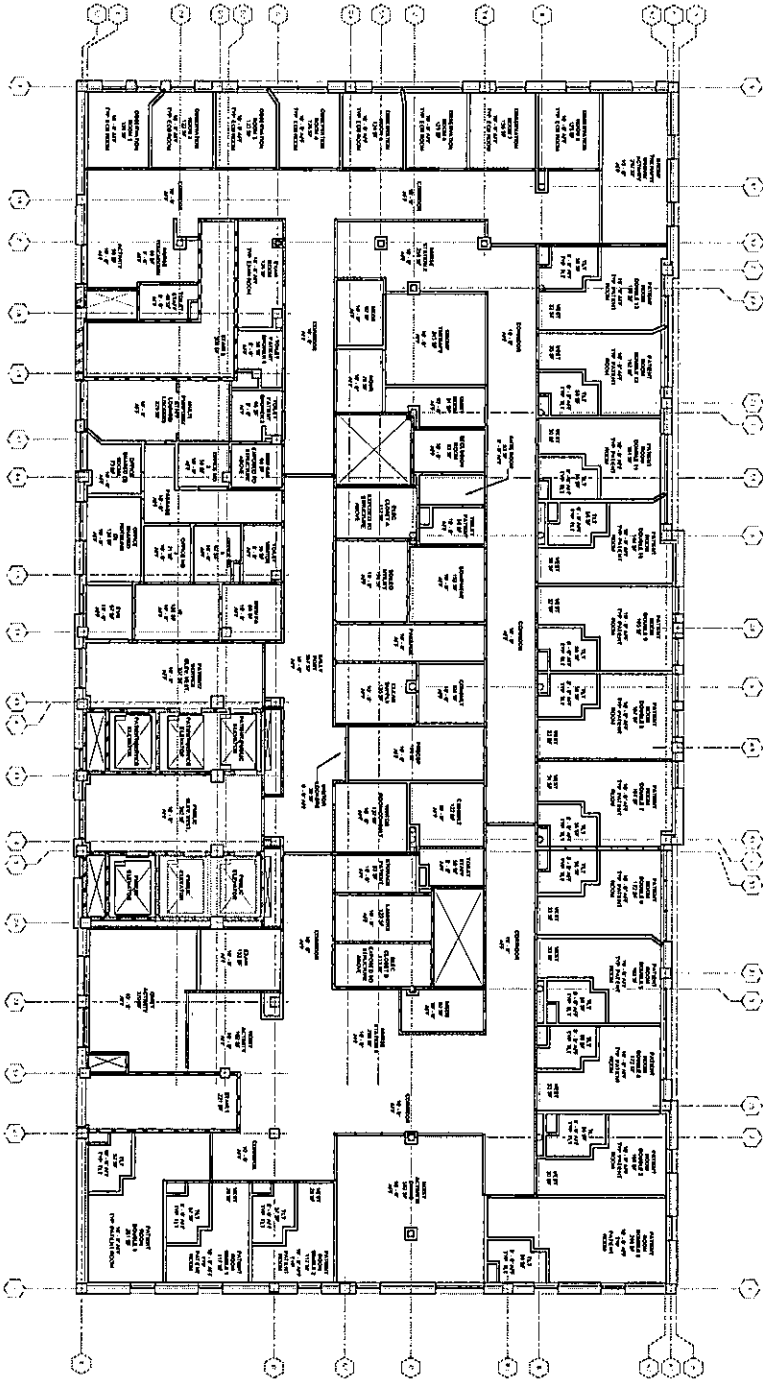
SHEET NO.: 1.9

PROJECT NO.: 22853409

DATE: MAY 10, 2018

SHEET NO.: 1.9





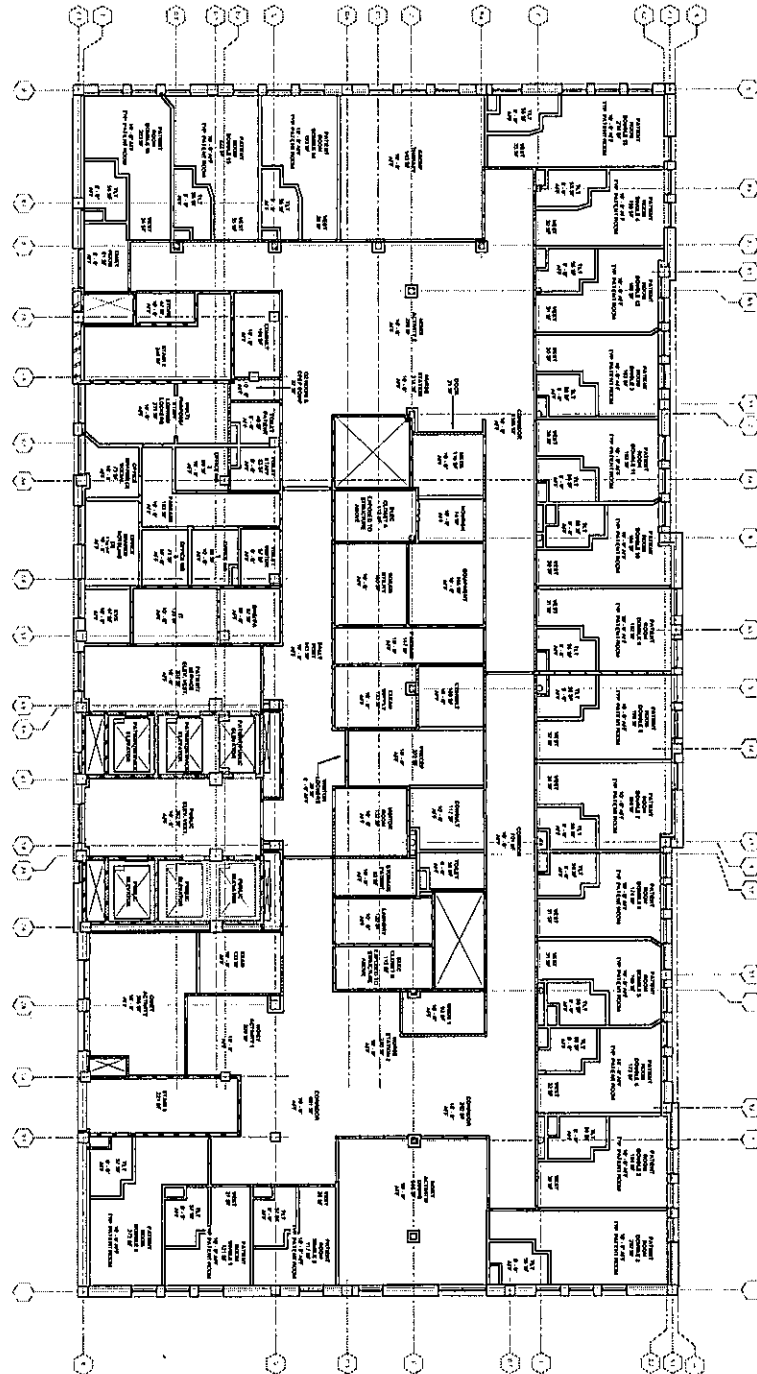
GENERAL NOTES - REFLECTED CEILING PLAN

1	ALL ROOMS SHALL BE PROVIDED WITH EGRESS
2	ALL ROOMS SHALL BE PROVIDED WITH EGRESS
3	ALL ROOMS SHALL BE PROVIDED WITH EGRESS

01 LEVEL 03 - REFLECTED CEILING PLAN

MOUNT SINAI HEALTH SYSTEM
1501 CLAYTON PLACE
NEW YORK, NY 10022
TEL: 212 241 2200

ARCHITECT
HKS
200 WEST WASHINGTON STREET, SUITE 2000
NEW YORK, NY 10036
TEL: 212 724 2300
WWW.HKS.COM



CEILING SYMBOLS LEGEND	
[Symbol]	2" x 2" GRID
[Symbol]	4" x 4" GRID
[Symbol]	6" x 6" GRID
[Symbol]	8" x 8" GRID
[Symbol]	12" x 12" GRID
[Symbol]	16" x 16" GRID
[Symbol]	24" x 24" GRID
[Symbol]	36" x 36" GRID
[Symbol]	48" x 48" GRID
[Symbol]	60" x 60" GRID
[Symbol]	72" x 72" GRID
[Symbol]	84" x 84" GRID
[Symbol]	96" x 96" GRID
[Symbol]	108" x 108" GRID
[Symbol]	120" x 120" GRID
[Symbol]	132" x 132" GRID
[Symbol]	144" x 144" GRID
[Symbol]	156" x 156" GRID
[Symbol]	168" x 168" GRID
[Symbol]	180" x 180" GRID
[Symbol]	192" x 192" GRID
[Symbol]	204" x 204" GRID
[Symbol]	216" x 216" GRID
[Symbol]	228" x 228" GRID
[Symbol]	240" x 240" GRID
[Symbol]	252" x 252" GRID
[Symbol]	264" x 264" GRID
[Symbol]	276" x 276" GRID
[Symbol]	288" x 288" GRID
[Symbol]	300" x 300" GRID
[Symbol]	312" x 312" GRID
[Symbol]	324" x 324" GRID
[Symbol]	336" x 336" GRID
[Symbol]	348" x 348" GRID
[Symbol]	360" x 360" GRID

GENERAL NOTES - REFLECTED CEILING PLAN

- ALL CEILING PANELS TO BE 6" ABOVE FINISH FLOOR UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE 1/2" THICK UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 1 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 2 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 3 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 4 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 5 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 6 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 7 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 8 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 9 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 10 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 11 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 12 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 13 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 14 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 15 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 16 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 17 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 18 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 19 UNLESS NOTED OTHERWISE.
- CEILING PANELS TO BE TYPE 20 UNLESS NOTED OTHERWISE.

01 LEVEL 0A - REFLECTED CEILING PLAN

ARCHITECT
HKS
 1000 G ST., SUITE 1000
 WASHINGTON, DC 20004
 PH: 202.777.7000
 WWW.HKS.COM

ARCHITECT IN CHARGE
ARCHITECT
 DATE: MAY 10, 2018
 DSIG I, A SCHEMATIC
 DESIGN SUBMISSION
 LEVEL: 0A -
 REFLECTED
 CEILING PLAN
 SHEET NO.
A.404.00

CONTRACT NO.: 232883.000
 DATE: MAY 10, 2018
 DSIG I, A SCHEMATIC
 DESIGN SUBMISSION
 LEVEL: 0A -
 REFLECTED
 CEILING PLAN
 SHEET NO.
A.404.00

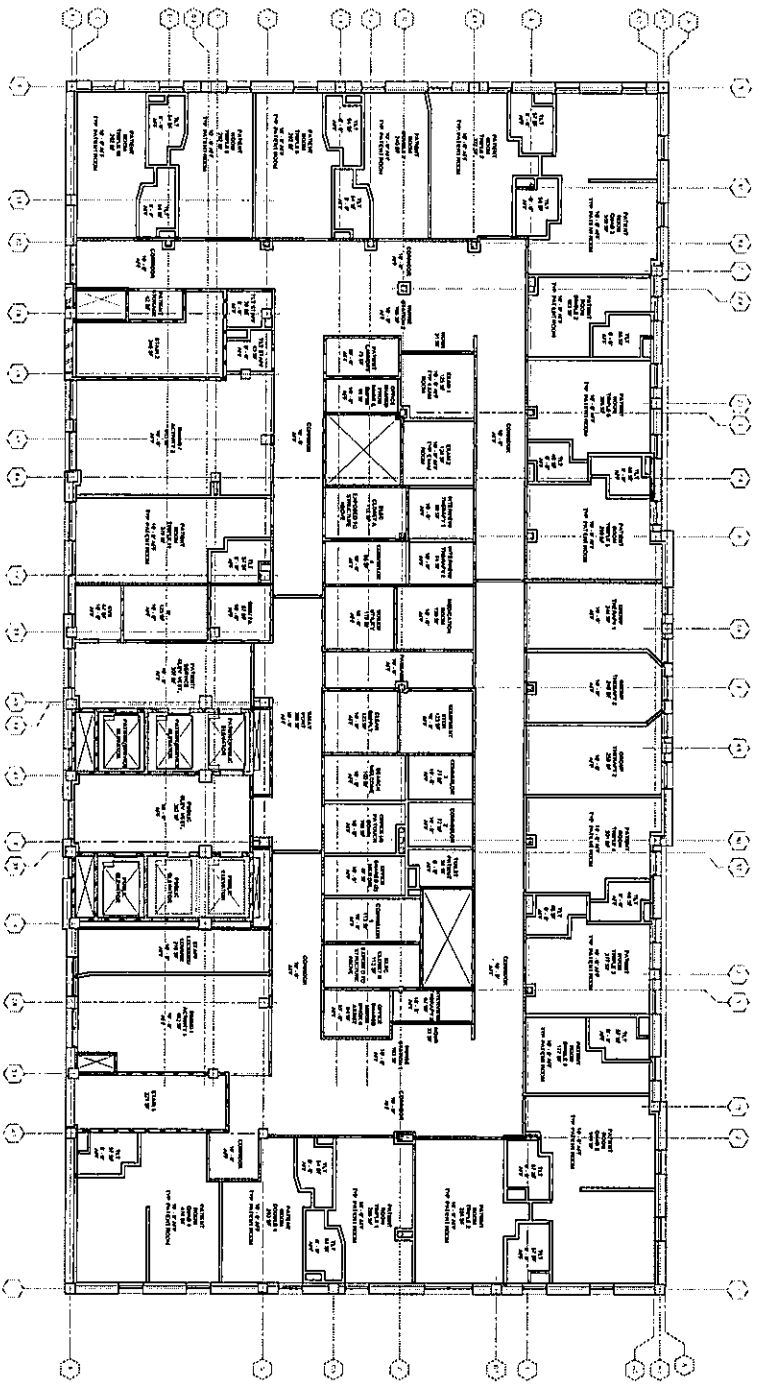
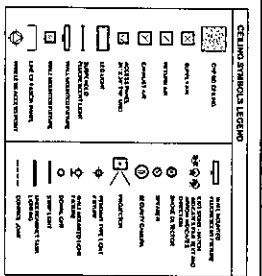
MOUNT SINAI
COMPREHENSIVE
BEHAVIORAL
HEALTH CENTER

MECHANICAL ENGINEER
MECHANICAL
 DATE: MAY 10, 2018
 DSIG I, A SCHEMATIC
 DESIGN SUBMISSION
 LEVEL: 0A -
 REFLECTED
 CEILING PLAN
 SHEET NO.
A.404.00

MECHANICAL ENGINEER
MECHANICAL
 DATE: MAY 10, 2018
 DSIG I, A SCHEMATIC
 DESIGN SUBMISSION
 LEVEL: 0A -
 REFLECTED
 CEILING PLAN
 SHEET NO.
A.404.00

MECHANICAL ENGINEER
MECHANICAL
 DATE: MAY 10, 2018
 DSIG I, A SCHEMATIC
 DESIGN SUBMISSION
 LEVEL: 0A -
 REFLECTED
 CEILING PLAN
 SHEET NO.
A.404.00

MECHANICAL ENGINEER
MECHANICAL
 DATE: MAY 10, 2018
 DSIG I, A SCHEMATIC
 DESIGN SUBMISSION
 LEVEL: 0A -
 REFLECTED
 CEILING PLAN
 SHEET NO.
A.404.00



GENERAL NOTES - REFLECTED CEILING PLAN

1. THIS PLAN IS THE PROPERTY OF HKS AND SHALL REMAIN THE PROPERTY OF HKS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.
2. THIS PLAN IS THE PROPERTY OF HKS AND SHALL REMAIN THE PROPERTY OF HKS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.

01 LEVEL 05 - REFLECTED CEILING PLAN

PL01 05



MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

100 W. WASHINGTON ST. NEW YORK, NY 10014

Mount Sinai

MOUNT SINAI HEALTH SYSTEM
 100 W. WASHINGTON ST. NEW YORK, NY 10014
 ARCHITECTURAL DIVISION
 PROJECT NO. 100-10014-0001
 SHEET NO. 01-05

DESIGNER

ARCHITECT
 275 BROADWAY
 23RD FLOOR
 NEW YORK, NY 10014

DATE

MAY 10, 2018

NO. 100-10014-0001-0001

01-05

PROJECT NAME

275 BROADWAY
 23RD FLOOR
 NEW YORK, NY 10014

DATE

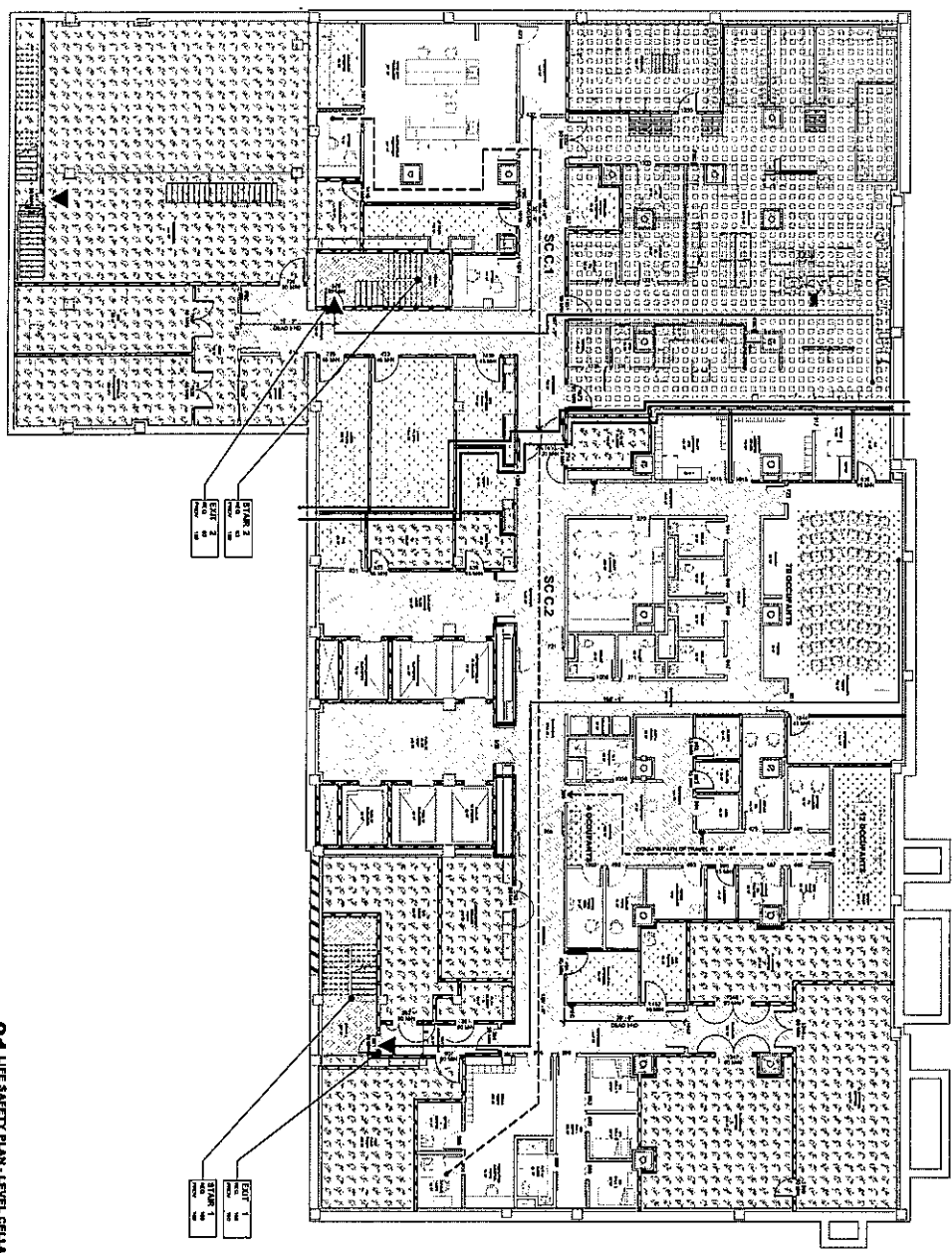
MAY 10, 2018

NO.

100-10014-0001-0001

01-05

A.405.00



01 LIFE SAFETY PLAN - LEVEL CELLAR

NO.	DATE	BY	REVISION
1	04/27/18	[Signature]	ISSUE FOR PERMIT

NO.	DATE	BY	REVISION
1	04/27/18	[Signature]	ISSUE FOR PERMIT

LEGEND

- EXISTING STRUCTURE
- NEW STRUCTURE
- EXISTING WALL
- NEW WALL
- EXISTING DOOR
- NEW DOOR
- EXISTING WINDOW
- NEW WINDOW
- EXISTING FLOOR
- NEW FLOOR
- EXISTING CEILING
- NEW CEILING
- EXISTING ROOF
- NEW ROOF
- EXISTING MECHANICAL
- NEW MECHANICAL
- EXISTING ELECTRICAL
- NEW ELECTRICAL
- EXISTING PLUMBING
- NEW PLUMBING
- EXISTING FIRE PROTECTION
- NEW FIRE PROTECTION
- EXISTING LIFE SAFETY
- NEW LIFE SAFETY



LSC.100.00

PROJECT NUMBER: 22865.000
 DATE: MAY 16, 2018
 DESIGN: DSG, A.G. SCHEMATIC DESIGN SUBMISSION
 DRAWING: LEVEL CELLAR - LIFE SAFETY PLAN

MOUNT SINAI
 COMPREHENSIVE BEHAVIORAL HEALTH CENTER

PROJECT LOCATION: 1575 YORK AVENUE, NEW YORK, NY 10021
 PROJECT NUMBER: 22865.000
 DRAWING NUMBER: LSC.100.00
 SHEET TITLE: LIFE SAFETY PLAN - LEVEL CELLAR

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 04/27/18

HKS

ARCHITECT
 HKS INC.
 1000 RIVER STREET
 NEW YORK, NY 10021
 TEL: 212 352 6000
 FAX: 212 352 6001
 WWW.HKS.COM

MECHANICAL ENGINEER
 HKS INC.
 1000 RIVER STREET
 NEW YORK, NY 10021
 TEL: 212 352 6000
 FAX: 212 352 6001
 WWW.HKS.COM

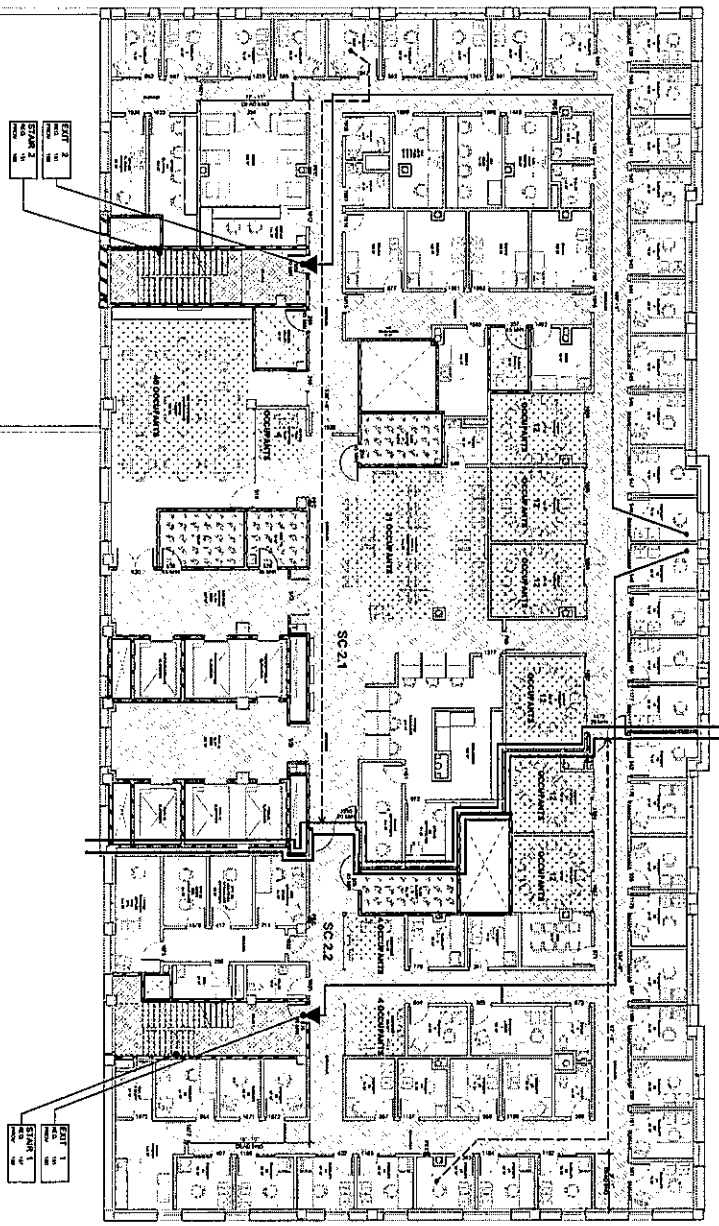
ELECTRICAL ENGINEER
 HKS INC.
 1000 RIVER STREET
 NEW YORK, NY 10021
 TEL: 212 352 6000
 FAX: 212 352 6001
 WWW.HKS.COM

PLUMBING ENGINEER
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 1000 RIVER STREET
 NEW YORK, NY 10021
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 FAX: 212 352 6001
 WWW.HKS.COM

VERTICAL TRANSPORTATION ENGINEER
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 FAX: 212 352 6001
 WWW.HKS.COM

LABORATORY ENGINEER
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 1000 RIVER STREET
 NEW YORK, NY 10021
 TEL: 212 352 6000
 FAX: 212 352 6001
 WWW.HKS.COM

ACCOMMODATION ENGINEER
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 1000 RIVER STREET
 NEW YORK, NY 10021
 TEL: 212 352 6000
 FAX: 212 352 6001
 WWW.HKS.COM



01 LIFE SAFETY PLAN - LEVEL 02

GENERAL INFORMATION	
PROJECT NAME	MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
DATE	05/14/2025
SCALE	AS SHOWN
DRAWN BY	JK
CHECKED BY	JK
DATE	05/14/2025

GENERAL INFORMATION	
PROJECT NAME	MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
DATE	05/14/2025
SCALE	AS SHOWN
DRAWN BY	JK
CHECKED BY	JK
DATE	05/14/2025

LIFE SAFETY LEGEND

	EXIT SIGN
	FIRE ALARM PULL STATION
	FIRE ALARM CONTROL PANEL
	FIRE ALARM SOUNDER
	FIRE ALARM CONTROL PANEL WITH REMOTE ANNUNCIATOR
	FIRE ALARM CONTROL PANEL WITH REMOTE ANNUNCIATOR AND PRINTER
	FIRE ALARM CONTROL PANEL WITH REMOTE ANNUNCIATOR AND PRINTER AND MODEM
	FIRE ALARM CONTROL PANEL WITH REMOTE ANNUNCIATOR AND PRINTER AND MODEM AND NETWORK
	FIRE ALARM CONTROL PANEL WITH REMOTE ANNUNCIATOR AND PRINTER AND MODEM AND NETWORK AND VOICE
	FIRE ALARM CONTROL PANEL WITH REMOTE ANNUNCIATOR AND PRINTER AND MODEM AND NETWORK AND VOICE AND DATA
	FIRE ALARM CONTROL PANEL WITH REMOTE ANNUNCIATOR AND PRINTER AND MODEM AND NETWORK AND VOICE AND DATA AND SECURITY
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	FIRE ALARM CONTROL PANEL WITH REMOTE ANNUNCIATOR AND PRINTER AND MODEM AND NETWORK AND VOICE AND DATA AND SECURITY AND NETWORK AND VOICE AND DATA AND NETWORK AND VOICE AND DATA AND NETWORK

PROJECT NUMBER: 22863.000
 DATE: MAY 10, 2019
 DESIGN: DSIG 1.0 SCHEMATIC DESIGN SUBMISSION
 LEVEL: 02 - LIFE SAFETY PLAN

FIELD REVIEW ONLY
 REVIEWED BY: [Signature]
 DATE: [Date]

REVISIONS
 NO. DESCRIPTION DATE

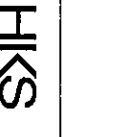
NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE AND THE INTERNATIONAL BUILDING CONGRESS (IBC) 2018 INTERNATIONAL BUILDING CODE (IBC).

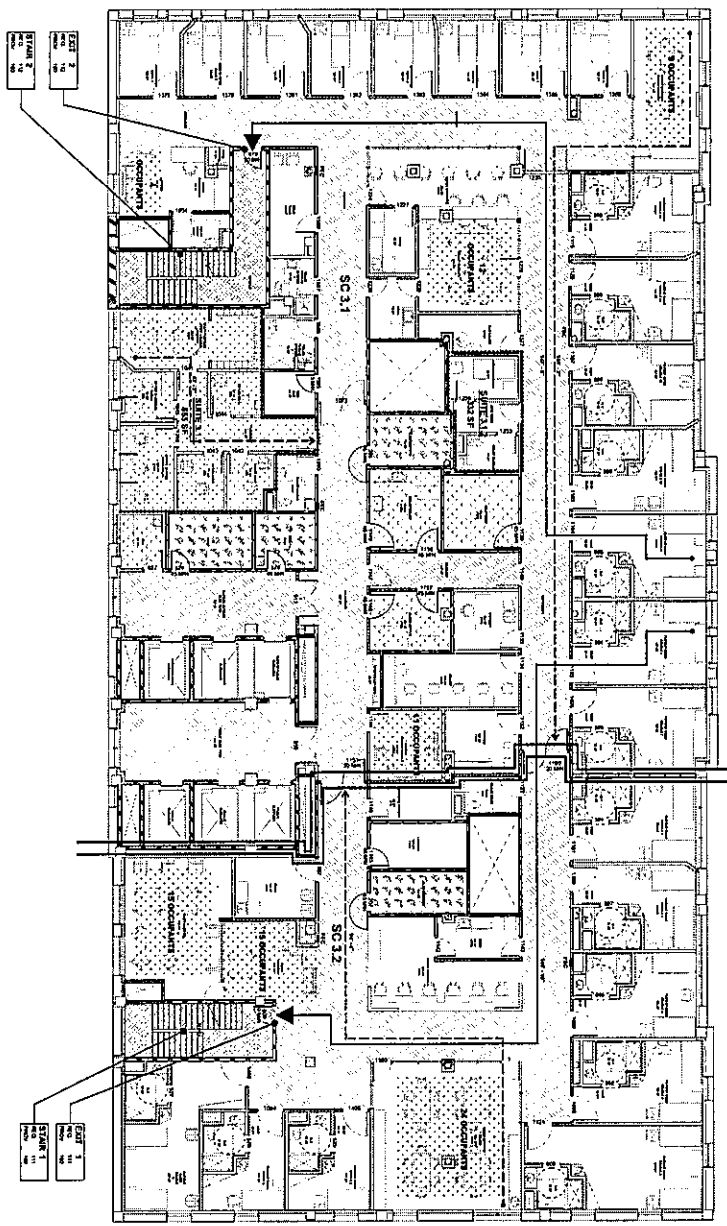
MOUNT SINAI HEALTH SYSTEM
 MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 1501 YORK VILLAGE ROAD, 11TH FLOOR, NEW YORK, NY 10021

VERTICAL TRANSPORTATION
 THIS PLAN SHOWS THE VERTICAL TRANSPORTATION SYSTEMS FOR THIS LEVEL.

ACCOMMODATION
 THIS PLAN SHOWS THE ACCOMMODATION SYSTEMS FOR THIS LEVEL.





01 LIFE SAFETY PLAN - LEVEL 03



DATE: MAY 10, 2019
 DRAWING NO: LSC-103.00

NO.	DESCRIPTION	AREA	AREA NO.	AREA NAME	AREA TYPE	AREA CODE	AREA STATUS
1	STAIR 1	STAIR 1	03-01	STAIR 1	STAIR	03-01	EXISTING
2	STAIR 2	STAIR 2	03-02	STAIR 2	STAIR	03-02	EXISTING
3	STAIR 3	STAIR 3	03-03	STAIR 3	STAIR	03-03	EXISTING
4	STAIR 4	STAIR 4	03-04	STAIR 4	STAIR	03-04	EXISTING
5	STAIR 5	STAIR 5	03-05	STAIR 5	STAIR	03-05	EXISTING
6	STAIR 6	STAIR 6	03-06	STAIR 6	STAIR	03-06	EXISTING
7	STAIR 7	STAIR 7	03-07	STAIR 7	STAIR	03-07	EXISTING
8	STAIR 8	STAIR 8	03-08	STAIR 8	STAIR	03-08	EXISTING
9	STAIR 9	STAIR 9	03-09	STAIR 9	STAIR	03-09	EXISTING
10	STAIR 10	STAIR 10	03-10	STAIR 10	STAIR	03-10	EXISTING

NO.	DESCRIPTION	AREA	AREA NO.	AREA NAME	AREA TYPE	AREA CODE	AREA STATUS
1	STAIR 1	STAIR 1	03-01	STAIR 1	STAIR	03-01	EXISTING
2	STAIR 2	STAIR 2	03-02	STAIR 2	STAIR	03-02	EXISTING
3	STAIR 3	STAIR 3	03-03	STAIR 3	STAIR	03-03	EXISTING
4	STAIR 4	STAIR 4	03-04	STAIR 4	STAIR	03-04	EXISTING
5	STAIR 5	STAIR 5	03-05	STAIR 5	STAIR	03-05	EXISTING
6	STAIR 6	STAIR 6	03-06	STAIR 6	STAIR	03-06	EXISTING
7	STAIR 7	STAIR 7	03-07	STAIR 7	STAIR	03-07	EXISTING
8	STAIR 8	STAIR 8	03-08	STAIR 8	STAIR	03-08	EXISTING
9	STAIR 9	STAIR 9	03-09	STAIR 9	STAIR	03-09	EXISTING
10	STAIR 10	STAIR 10	03-10	STAIR 10	STAIR	03-10	EXISTING

LEGEND

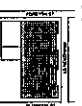
	EXIT
	STAIR
	ELEVATOR
	CORRIDOR
	ROOM
	WALL
	DOOR
	WINDOW
	PARTITION
	FIRE ALARM
	FIRE EXIT SIGN
	FIRE ALARM PULL STATION
	FIRE ALARM CONTROL PANEL
	FIRE ALARM SOUNDER
	FIRE ALARM REPEATER
	FIRE ALARM ANNUNCIATOR PANEL
	FIRE ALARM CONTROL UNIT
	FIRE ALARM POWER SUPPLY
	FIRE ALARM BATTERY
	FIRE ALARM INTERFERENCE DETECTOR
	FIRE ALARM TROUBLE ALARM
	FIRE ALARM SILENCING DEVICE
	FIRE ALARM SILENCE CANCEL
	FIRE ALARM RESET
	FIRE ALARM TEST
	FIRE ALARM ALARM ACKNOWLEDGE
	FIRE ALARM ALARM SILENCE
	FIRE ALARM ALARM RESTORE
	FIRE ALARM ALARM SILENCE RESTORE
	FIRE ALARM ALARM SILENCE RESTORE CANCEL
	FIRE ALARM ALARM SILENCE RESTORE CANCEL ACKNOWLEDGE
	FIRE ALARM ALARM SILENCE RESTORE CANCEL SILENCE
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**MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER**



PROJECT MANAGER
 ARCHITECT
 CONTRACTOR
 INTERIORS
 ELECTRICAL
 MECHANICAL
 PLUMBING
 COMMUNICATIONS
 SECURITY
 SPECIALTIES

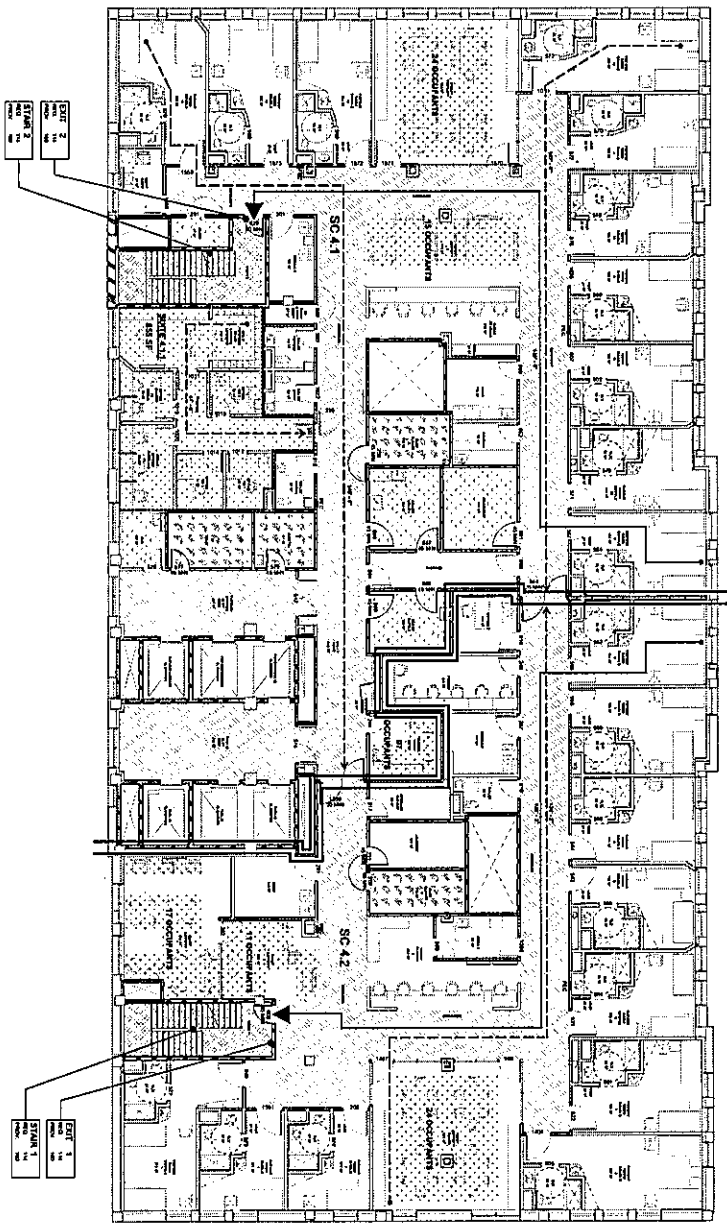


REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUE FOR PERMITTING	05/10/2019
2	ISSUE FOR CONSTRUCTION	05/10/2019
3	ISSUE FOR OCCUPANCY	05/10/2019

DATE: MAY 10, 2019
 DRAWING NO: LSC-103.00
 DESIGN SUBMISSION
 LEVEL 03 - LIFE
 SAFETY PLAN

LSC-103.00



Room No.	Room Name	Area (sq ft)	Volume (cu ft)	Occupancy	Use	Notes
101	Exam Room	100	1000	1	Medical	
102	Exam Room	100	1000	1	Medical	
103	Exam Room	100	1000	1	Medical	
104	Exam Room	100	1000	1	Medical	
105	Exam Room	100	1000	1	Medical	
106	Exam Room	100	1000	1	Medical	
107	Exam Room	100	1000	1	Medical	
108	Exam Room	100	1000	1	Medical	
109	Exam Room	100	1000	1	Medical	
110	Exam Room	100	1000	1	Medical	
111	Exam Room	100	1000	1	Medical	
112	Exam Room	100	1000	1	Medical	
113	Exam Room	100	1000	1	Medical	
114	Exam Room	100	1000	1	Medical	
115	Exam Room	100	1000	1	Medical	
116	Exam Room	100	1000	1	Medical	
117	Exam Room	100	1000	1	Medical	
118	Exam Room	100	1000	1	Medical	
119	Exam Room	100	1000	1	Medical	
120	Exam Room	100	1000	1	Medical	

Room No.	Room Name	Area (sq ft)	Volume (cu ft)	Occupancy	Use	Notes
201	Exam Room	100	1000	1	Medical	
202	Exam Room	100	1000	1	Medical	
203	Exam Room	100	1000	1	Medical	
204	Exam Room	100	1000	1	Medical	
205	Exam Room	100	1000	1	Medical	
206	Exam Room	100	1000	1	Medical	
207	Exam Room	100	1000	1	Medical	
208	Exam Room	100	1000	1	Medical	
209	Exam Room	100	1000	1	Medical	
210	Exam Room	100	1000	1	Medical	
211	Exam Room	100	1000	1	Medical	
212	Exam Room	100	1000	1	Medical	
213	Exam Room	100	1000	1	Medical	
214	Exam Room	100	1000	1	Medical	
215	Exam Room	100	1000	1	Medical	
216	Exam Room	100	1000	1	Medical	
217	Exam Room	100	1000	1	Medical	
218	Exam Room	100	1000	1	Medical	
219	Exam Room	100	1000	1	Medical	
220	Exam Room	100	1000	1	Medical	

LIFE SAFETY LEGEND

EXIT: Exit door or window
STAIR: Stair enclosure
ELEVATOR: Elevator shaft enclosure
MECHANICAL: Mechanical room
ACoustical: Acoustical treatment
VERTICAL TRANSPORTATION: Vertical transportation shaft enclosure
STAIR: Stair enclosure
ELEVATOR: Elevator shaft enclosure
MECHANICAL: Mechanical room
ACoustical: Acoustical treatment
VERTICAL TRANSPORTATION: Vertical transportation shaft enclosure

01 LIFE SAFETY PLAN - LEVEL 04

DATE: 10/10/2019

LSC:104.00

22863.000
 MAY 10, 2019
 OSC 1.0 SCHEMATIC
 DESIGN SUBMISSION
 LEVEL 04 - LIFE
 SAFETY PLAN

NOTES
 1. REFER TO ALL OTHER DRAWINGS FOR DETAILS.
 2. REFER TO ALL OTHER DRAWINGS FOR DETAILS.
 3. REFER TO ALL OTHER DRAWINGS FOR DETAILS.

REVISIONS
 NO. DESCRIPTION DATE
 1. 10/10/2019

PROJECT INFORMATION
 PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 PROJECT NO.: 22863.000
 DATE: MAY 10, 2019
 DRAWING NO.: LSC:104.00

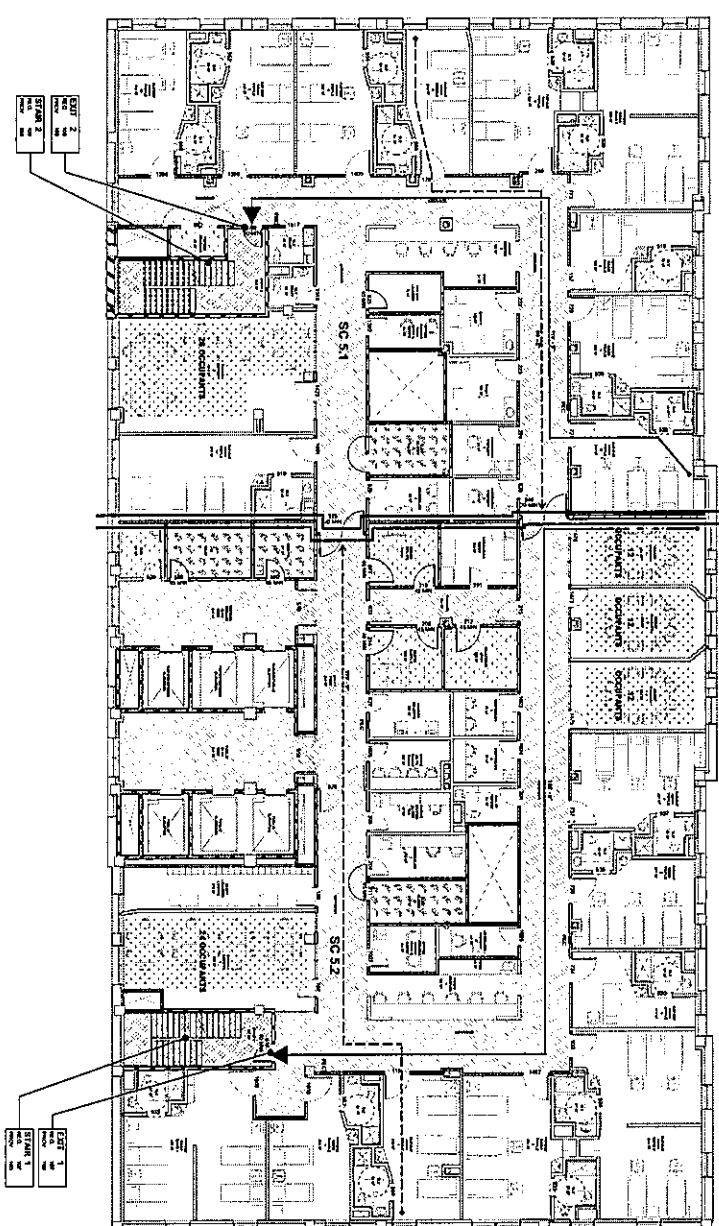
DESIGNER
 HKS
 1000 RIVERCHASE BLVD
 SUITE 200
 HOUSTON, TX 77056

CLIENT
 MOUNT SINAI HEALTH SYSTEM
 535 N. DEARBORN AVE
 CHICAGO, IL 60610

DATE
 MAY 10, 2019

SCALE
 AS SHOWN

GENERAL NOTES	
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND NFPA 99.	
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND ENGINEER.	
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.	
4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.	
5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.	
6. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.	
7. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.	
8. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.	
9. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.	
10. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT AND ENGINEER.	



01 LIFE SAFETY PLAN - LEVEL 05



LSC.105.00

DATE: MAY 10, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 SHEET: LSC.105.00 - LIFE SAFETY PLAN

REVISIONS:

NO.	DESCRIPTION	DATE

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

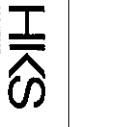
PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 SHEET: LSC.105.00 - LIFE SAFETY PLAN

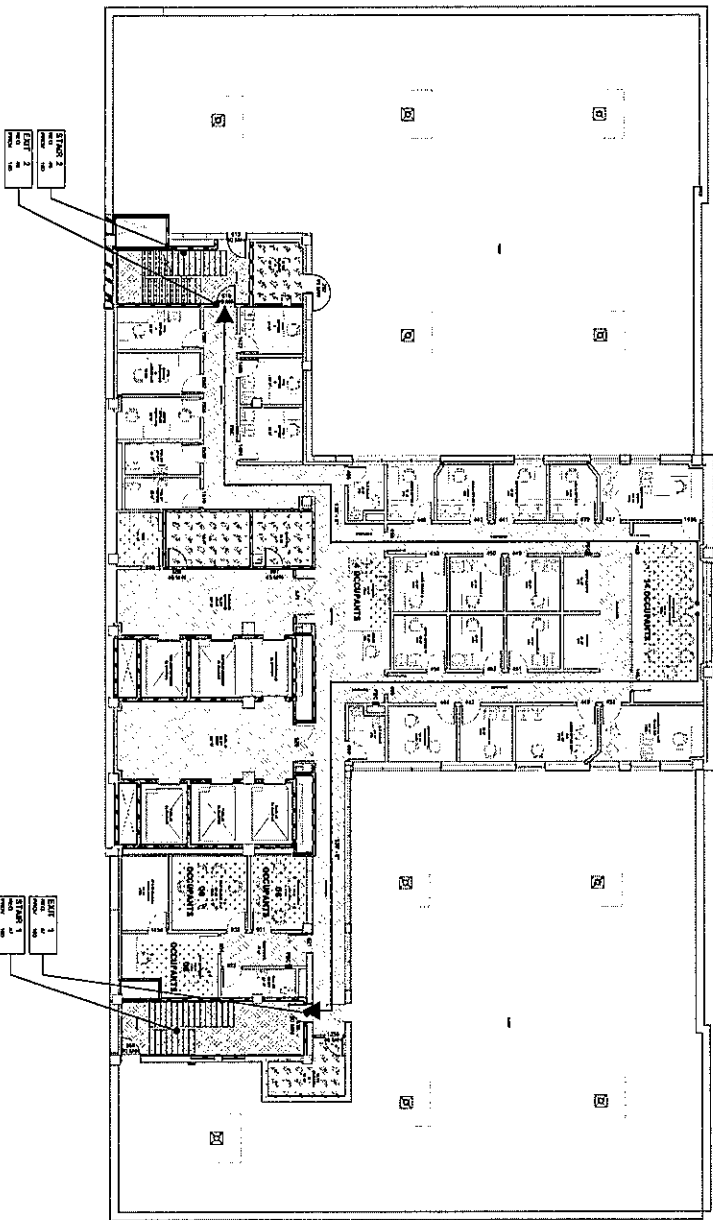
ARCHITECT: HKS
 ENGINEER: [Firm Name]

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

11000 L STREET, N.W.
 WASHINGTON, D.C. 20004

DATE: MAY 10, 2019





Symbol	Description
[Symbol]	Exit
[Symbol]	Stair
[Symbol]	Elevator
[Symbol]	Service Area
[Symbol]	Medical Room
[Symbol]	Storage Room
[Symbol]	Room
[Symbol]	Corridor
[Symbol]	Door
[Symbol]	Window
[Symbol]	Wall
[Symbol]	Furniture
[Symbol]	Structural Column

Symbol	Description
[Symbol]	Exit
[Symbol]	Stair
[Symbol]	Elevator
[Symbol]	Service Area
[Symbol]	Medical Room
[Symbol]	Storage Room
[Symbol]	Room
[Symbol]	Corridor
[Symbol]	Door
[Symbol]	Window
[Symbol]	Wall
[Symbol]	Furniture
[Symbol]	Structural Column

Symbol	Description
[Symbol]	Exit
[Symbol]	Stair
[Symbol]	Elevator
[Symbol]	Service Area
[Symbol]	Medical Room
[Symbol]	Storage Room
[Symbol]	Room
[Symbol]	Corridor
[Symbol]	Door
[Symbol]	Window
[Symbol]	Wall
[Symbol]	Furniture
[Symbol]	Structural Column

01 LIFE SAFETY PLAN - LEVEL 06



LSC.106.00

DATE: MAY 18, 2018
 22881.000
 DESIGN SUBMISSION
 LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 LOCATION: 1575 YORK AVENUE, NEW YORK, NY 10032
 ARCHITECT: HKS
 DRAWING NO.: LSC.106.00

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DATE: 05/18/2018
 TIME: 10:00 AM

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 LOCATION: 1575 YORK AVENUE, NEW YORK, NY 10032
 ARCHITECT: HKS
 DRAWING NO.: LSC.106.00

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

DATE: 05/18/2018
 TIME: 10:00 AM



HKS
 ARCHITECTS

1575 YORK AVENUE, NEW YORK, NY 10032
 TEL: 212.261.2000
 WWW.HKS.COM

Environmental Assessment

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

2.14	Will the project affect any threatened or endangered plants or animal species?	<input type="checkbox"/>	<input type="checkbox"/>
2.15	Will the project result in a major adverse effect on air quality?	<input type="checkbox"/>	<input type="checkbox"/>
2.16	Will the project have a major effect on visual character of the community or scenic views or vistas known to be important to the community?	<input type="checkbox"/>	<input type="checkbox"/>
2.17	Will the project result in major traffic problems or have a major effect on existing transportation systems?	<input type="checkbox"/>	<input type="checkbox"/>
2.18	Will the project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation?	<input type="checkbox"/>	<input type="checkbox"/>
2.19	Will the project have any adverse impact on health or safety?	<input type="checkbox"/>	<input type="checkbox"/>
2.20	Will the project affect the existing community by directly causing a growth in permanent population of more than five percent over a one-year period or have a major negative effect on the character of the community or neighborhood?	<input type="checkbox"/>	<input type="checkbox"/>
2.21	Is the project wholly or partially within, or is it contiguous to any facility or site listed on the National Register of Historic Places, or any historic building, structure, or site, or prehistoric site, that has been proposed by the Committee on the Registers for consideration by the New York State Board on Historic Preservation for recommendation to the State Historic Officer for nomination for inclusion in said National Register?	<input type="checkbox"/>	<input type="checkbox"/>
2.22	Will the project cause a beneficial or adverse effect on property listed on the National or State Register of Historic Places or on property which is determined to be eligible for listing on the State Register of Historic Places by the Commissioner of Parks, Recreation, and Historic Preservation?	<input type="checkbox"/>	<input type="checkbox"/>
2.23	Is this project within the Coastal Zone as defined in Executive Law, Article 42? If Yes, please complete Part IV.	<input type="checkbox"/>	<input type="checkbox"/>
Part III.		Yes	No
3.1	Are there any other state or local agencies involved in approval of the project? If so, fill in Contact Information to Question 3.1 below.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Agency Name:	New York City Department of Buildings – Manhattan Borough Office	
	Contact Name:	Martin Rebholz, R.A., Borough Commissioner	
	Address:	280 Broadway, 3 rd Floor	
	State and ZIP Code:	New York, New York 10007	
	E-mail address:		
	Phone Number:	(212) 393-2614	
	Agency Name:		
	Contact Name:		
	Address:		
	State and ZIP Code:		
	E-mail address:		
	Phone Number:		
	Agency Name:		
Contact Name:			

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

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

	If yes, which zone is the site located in?			
4.3	Does this project reflect the post-Hurricane Lee, and/or Irene, and Superstorm Sandy mitigation standards?		<input type="checkbox"/>	<input type="checkbox"/>
	If yes, which floodplain?	100 Year	<input type="checkbox"/>	
		500 Year	<input type="checkbox"/>	

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

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

This schedule is required for all Establishment Applications and Full or Administrative Review Construction Applications.

1.) Project Cost Summary data:

	Total	Source
Project Description:		
Project Cost	\$139,906,391	Schedule 8a or 8b, column C, line 8
Total Basic Cost of Construction	\$139,906,391	from Schedule 8a or 8b column C, line 6
Total Cost of Moveable Equipment	\$3,764,360	Schedule 8a or 8b, column C, line 5.1
Cost/Per Square Foot for New Construction (calculated on Table 10)	N/A	Schedule 10
Cost/Per Square Foot for Renovation Construction	\$693.38	Schedule 10
Total Incremental Operating Cost (From Schedule 13C, 17C, or 19D)	\$18,008,000	Schedule 13c, 17c or 19d
Amount Financed (as \$)	\$0	Schedule 9
Percentage Financed as % of Total Cost (From Schedule 9)	0%	from Schedule 9
Depreciation Life (in years)	10	Equipment
	7	Telecommunications
	20	Fees
	30	Building

2) Construction Dates

Anticipated Start Date	1/16/20	from Schedule 8b,
Anticipated Completion Date	4/30/22	

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	0.00%	Normally 10%
Construction Contingency - New Construction	0.00%	Normally 5%
Design Contingency - Renovation Work	10.00%	Normally 10%
Construction Contingency - Renovation Work	10.00%	Normally 10%
Construction Start Date:	1/16/20	as mm/dd/yyyy
Midpoint of Construction Date	3/9/21	as mm/dd/yyyy
Completion of Construction Date	4/30/22	as mm/dd/yyyy
Year used to compute Current Dollars:	2019	

Subject of attachment:	Attachment Number	Filename of attachment - PDF
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.**

Item	A Dollars	B Mid-point of	C 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
2.2 Renovation & Demolition	\$93,000,000	\$5,580,000	\$98,580,000
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	\$9,300,000	\$558,000	\$9,858,000
3.2 Construction Contingency	\$9,300,000	\$558,000	\$9,858,000
4.1 Fixed Equipment (NIC)	\$580,000	\$34,800	\$614,800
4.2 Planning Consultant Fees	\$0	\$0	\$0
4.3 Architect/Engineering Fees	\$6,000,000	\$0	\$6,000,000
4.4 Construction Manager Fees	\$3,240,323	\$97,210	\$3,337,533
4.5 Other Fees (Consultant, etc.)	\$1,440,000	\$0	\$1,440,000
Subtotal (Total 1.1 thru 4.5)	\$122,860,323	\$6,828,010	\$129,688,333
5.1 Movable Equipment (from Sched 11)	\$3,551,283	\$213,077	\$3,764,360
5.2 Telecommunications	\$6,088,394	\$365,304	\$6,453,698
6. Total Basic Cost of Construction (total 1.1 thru 5)	\$132,500,000	\$7,406,391	\$139,906,391
7.1 Financing Costs (Points etc)	\$0		\$0
7.2 Interim Interest Expense: \$ <input type="text"/> At <input type="text"/> % for <input type="text"/> months	\$0		\$0
8. Total Project Cost: w/o CON fees - Total 6 thru 7.2	\$132,500,000	\$7,406,391	\$139,906,391
Application fees:			
9.1 Application Fee \$2,000. Only applies to Article 28.	\$2,000		\$2,000
9.2 Additional Processing Fee for projects with capital costs. Not applicable to "Establishment Only" projects. See website for applicable fees. (Line 8, multiplied by the appropriate percentage.) Enter Multiplier, i.e., .25%=0.0025 <input type="text"/> 0.0055	\$769,485		\$769,485
10 Total Project Cost with CON fees	\$133,271,485	\$7,406,391	\$140,677,876

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

Schedule 9

Schedule 9 Proposed Plan for Project Financing:

I. Summary of Proposed Financial plan:

Check all that apply and fill in corresponding amounts.

	Type	Amount
<input type="checkbox"/>	A. Lease	
<input checked="" type="checkbox"/>	B. Cash	\$140,677,876
<input type="checkbox"/>	C. Land	
<input type="checkbox"/>	D. Other	
<input type="checkbox"/>	E. Mortgage, Notes, or Bonds	
<input checked="" type="checkbox"/>	Total Project Financing (Sum A to E) (equals line 10, Column C of Sch. 8b)	\$140,677,876

If refinancing is used, please complete area below.

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

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.	<input checked="" type="checkbox"/>	
2. Attach a copy of the proposed lease(s).	<input type="checkbox"/>	Schedule 9 Attachment
3. Submit an affidavit indicating any business or family relationships between principals of the landlord and tenant.	<input type="checkbox"/>	Schedule 9 Attachment
4. If applicable, provide a copy of the lease assignment agreement and the Landlord's consent to the proposed lease assignment.	<input checked="" type="checkbox"/>	
5. If applicable, identify separately the total square footage to be occupied by the Article 28 facility and the total square footage of the building.	<input checked="" type="checkbox"/>	
6. Attach two letters from independent realtors verifying square footage rate.	<input type="checkbox"/>	Schedule 9 Attachment
7. For all capital leases as defined by FASB Statement No. 13, "Accounting for Leases", provide the net present value of the monthly, quarterly or annual lease payments.	<input checked="" type="checkbox"/>	

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

Schedule 9

B. Cash - Not required for limited review

Type	Amount
Accumulated Funds	\$140,677,876
Sale of Existing Assets	
Gifts (fundraising program)	
Government Grants	
Other	
TOTAL CASH	\$140,677,876

	Not Applicable	Title of attachment
1. Provide a breakdown of the sources of cash. See sample table above.	<input type="checkbox"/>	See table above
2. Attach a copy of the latest certified financial statement and current internal financial reports to cover the balance of time to date. If applicable, address the reason(s) for any operational losses, negative working capital and/or negative equity or net asset position and explain in detail the steps implemented to improve operations. 2a. In establishment applications for Residential Health Care Facilities, attach a copy of the latest certified financial statement and current internal financial reports to cover the balance of time to date for affiliated Residential Health Care Facilities. If applicable, address the reason(s) for any operational losses, negative working capital and/or negative equity or net asset position and explain in detail the steps implemented to improve operations.	<input type="checkbox"/>	Schedule 9 Attachment
3. If amounts are listed in "Accumulated Funds" provide cross-reference to certified financial statement or Schedule 2b, if applicable.	<input type="checkbox"/>	Schedule 9 Attachment
4. Attach a full and complete description of the assets to be sold, if applicable.	<input checked="" type="checkbox"/>	
5. If amounts are listed in "Gifts (fundraising program)": <ul style="list-style-type: none"> • Provide a breakdown of total amount expected, amount already raised, and any terms and conditions affixed to pledges. • If a professional fundraiser has been engaged, submit fundraiser's contract and fundraising plan. • Provide a history of recent fund drives, including amount pledged and amount collected 	<input checked="" type="checkbox"/>	
6. If amounts are listed in "Government Grants": <ul style="list-style-type: none"> • List the grant programs which are to provide the funds with corresponding amounts. Include the date the application was submitted. • Provide documentation of eligibility for the funds. • Attach the name and telephone number of the contact person at the awarding Agency(ies). 	<input checked="" type="checkbox"/>	
7. If amounts are listed in "Other" attach a description of the source of financial support and documentation of its availability.	<input checked="" type="checkbox"/>	
8. Current Department policy requires a minimum equity contribution of 10% of total project cost (Schedule 8b line 10), for all Article 28 facilities with the exception of Residential Health Care Facilities that require 25% of the total project cost (Schedule 8b, line 10).	<input type="checkbox"/>	Equity Contribution Met

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

Schedule 9

C. Mortgage, Notes, or Bonds - Not required for limited review Not Applicable

1. Provide a breakdown of the terms of the mortgage. See sample table below.

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

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

D. Land: Not required for limited review Not Applicable

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

	Total Project
Appraised Value	
Historical Cost	
Purchase Price	
Other	

	Not Applicable	Title of attachment
2. If amounts are listed in "Other", attach documentation and a description as applicable.	<input checked="" type="checkbox"/>	
3. Attach a copy of the Appraisal. Supply the appraised date and the name of the appraiser.	<input checked="" type="checkbox"/>	
4. Submit a copy of the proposed purchase/option agreement.	<input checked="" type="checkbox"/>	
5. Provide an affidavit indicating any and all relationships between seller and the proposed operator/owner.	<input checked="" type="checkbox"/>	

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

Schedule 9

E. Other - Not required for limited review Not Applicable

1. Provide listing and breakdown of other financing mechanisms.

	Total Project
Notes	
Stock	
Other	

	Not Applicable	Title of attachment
2. Attach documentation and a description of the method of financing.	<input checked="" type="checkbox"/>	

F. Refinancing - Not required for limited Review Not Applicable

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

Schedule 9 Attachment

1. Financial Narrative
2. Space Lease
3. Affidavit of Arm's-Length Agreement
4. Rent Reasonableness Letters
5. 2019 Internal Financial Statements
 - a. Mount Sinai Hospital
 - b. Mount Sinai Beth Israel
 - c. New York Eye and Ear Institute of Mount Sinai
6. 2018 Certified Financial Statements
 - a. Mount Sinai Hospital
 - b. Mount Sinai Beth Israel
 - c. New York Eye and Ear Institute of Mount Sinai

MOUNT SINAI BETH ISRAEL

FINANCIAL NARRATIVE

Mount Sinai Beth Israel (MSBI), located at First Avenue and 16th Street, New York (New York County), New York 10002, proposes to create a replacement building for MSBI's inpatient and outpatient behavioral health services at 45 Rivington Street, New York (New York County), New York 10002, which until recently was a residential health care facility for people with HIV/AIDS. Upon completion, MSBI will relocate all of MSBI's inpatient and outpatient mental health and substance use disorder services from the Bernstein Pavilion and other locations at the main Hospital to the 45 Rivington Street location. In addition, MSBI will expand the outpatient behavioral health programs through the expansion of existing outpatient programs offered by MSBI and by introducing new intensive-level outpatient services, including a Partial Hospitalization Program (PHP)/Intensive Outpatient Program (IOP). The new site will be named "The Mount Sinai Comprehensive Behavioral Health Center" and will operate as a division of MSBI. As part of this proposal, MSBI will decertify 28 inpatient psychiatric beds, five (5) chemical dependency – detoxification beds and five (5) chemical dependency – rehabilitation beds from the operating certificate to remove excess inpatient bed capacity from the healthcare system, resulting in 64 inpatient psychiatric beds, 26 chemical dependency – detoxification beds and 25 chemical dependency – rehabilitation beds.

Mount Sinai Hospitals Group, Inc. (MSHG), a not-for-profit corporation, is the active parent and co-operator of Mount Sinai Hospital (including its division, Mount Sinai Hospital of Queens), Mount Sinai Beth Israel, Mount Sinai Brooklyn, Mount Sinai St. Luke's, Mount Sinai Roosevelt, the New York Eye and Ear Infirmary of Mount Sinai and South Nassau Communities Hospital.

MSBI will lease the 157,286 rentable square foot building at 45 Rivington Street from Rivington Street Investors LLC for 32 years. A copy of the lease is provided in the **Schedule 9 Attachment**. As part of the lease, the Landlord will reimburse the Hospital \$46,000,000 of the project cost toward base building improvements and interior build-out of space.

The project proposes to renovate approximately 134,100 square feet throughout the building at 45 Rivington Street to achieve the following:

- Relocate 64 inpatient psychiatric beds, 26 chemical dependency – detoxification beds and 25 chemical dependency – rehabilitation beds from the Bernstein Pavilion.
- Relocate the following dually-certified New York State Office of Mental Health and New York State Department of Health outpatient programs from the Bernstein Pavilion:
 - Assertive Community Treatment (ACT) Program.
 - Adult Clinic Treatment Program.
- Place eight (8) extended observation beds (EOB) of MSBI's comprehensive psychiatric emergency program (CPEP) at 45 Rivington Street. This will be accomplished by relocating four (4) of the six (6) currently certified EOB beds to 45 Rivington Street and certifying four (4) additional EOB beds. The CPEP and two (2) extended observation beds will relocate from the current MSBI campus to the new

hospital proposed for 13th Street (note: the 13th Street project is being submitted as a separate C.O.N. Application).

- Relocate the following dually-certified New York State Office of Alcoholism and Substance Abuse Services and New York State Department of Health outpatient programs from the Bernstein Pavilion:
 - Medical Managed Detoxification.
 - Medically Supported Withdrawal Outpatient.
 - Chemical Dependence Outpatient Clinic.
 - Chemical Dependence Outpatient Rehabilitation.
- Create a 25-slot Partial Hospitalization Program (PHP)/35-slot Intensive Outpatient Program (IOP) on the first floor.
- Create a 10-bed Crisis and Respite Center on the first floor.
- Provide integrated outpatient behavioral health, primary care and subspecialty clinic space on the second floor.
- Provide ancillary support and administrative space for the behavioral health inpatient and outpatient services to be provided at the 45 Rivington Street location.

Project Funding

The Total Project Cost, \$140,677,876, will be funded using existing cash. Cash equity will come from both Mount Sinai Hospital and Mount Sinai Beth Israel. Please refer to the **Schedule 9 Attachment** for recent 2019 Internal Financial Statements of MSBI, Mount Sinai Hospital (MSH), and New York Eye and Ear Institute of Mount Sinai (NYEEL) and the 2018 Audited Financial Statements of MSBI, MSH and NYEEL.

Basis for Utilization, Revenues and Expenses

The projected utilization and staffing for this project are based upon the historical experience of Mount Sinai Beth Israel in providing the services that will be relocated to the Mount Sinai Comprehensive Behavioral Health Center. The incremental operating expenses and revenues for this project are based on the utilization projections for the services that are part of this project, given the experience of the Hospital. Please refer to the CON Schedule 13 and **Schedule 13 Attachment** for additional information.

As indicated in the Schedule 13B, the number of jobs at the comprehensive behavioral health center will increase as a result of expanding and diversifying the types of services provided to the community, including crisis and respite beds, a partial hospitalization program and intensive outpatient program, and integrated primary care.

LEASE BETWEEN
RIVINGTON STREET INVESTORS LLC,
as Landlord

and

BETH ISRAEL MEDICAL CENTER,
as Tenant

PREMISES:

The entire building located at
45 Rivington Street
New York, New York

This draft lease, any other draft lease, and/or any correspondence, writings, communications or other documents delivered or exchanged between Landlord and Tenant shall in no event be deemed to be an offer or an agreement to lease or to enter into a lease on the terms set forth herein or otherwise and no lease, or agreement to lease, shall be binding on either Landlord or Tenant until executed and delivered by both parties.

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EXHIBIT G – FORM OF MEMORANDUM OF LEASE

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EXHIBIT F – FORM OF PURCHASE OPTION CONTRACT

AGREEMENT OF LEASE, made as of this 20th day of December, 2018 (the "Effective Date"), between RIVINGTON STREET INVESTORS LLC, having an address at c/o Slate Property Group LLC, 38 East 29th Street, 9th floor, New York, NY 10016 ("Landlord"), and BETH ISRAEL MEDICAL CENTER, a New York not-for-profit corporation, having an address at c/o Mount Sinai Real Estate, 150 East 42nd Street, 2nd Floor, New York, New York 10017 ("Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the premises (the "Premises") consisting of the entire building known as 45 Rivington Street, New York, New York (the "Building"; the Building, together with the land on which it is located (the "Land") and all other improvements thereon being called the "Property") as more particularly described on Exhibit A attached hereto, on the terms and conditions hereinafter set forth.

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

COMMENCEMENT OF TERM:

1. (A) The term of this Lease (the "Term" or "term") shall commence on January 15, 2019 (the "Commencement Date"), and shall end on the last day of the month in which occurs the thirty-second (32nd) anniversary of the Commencement Date (i.e., January 31, 2051) (such date, the "Expiration Date") or until such term shall sooner cease and terminate as herein provided. Landlord shall deliver an SNDA (as hereinafter defined) to Tenant from the Existing Superior Mortgagee (as hereinafter defined) within ninety (90) days after the date hereof, which shall be substantially in the form of Exhibit B attached hereto. Notwithstanding anything herein to the contrary, if Landlord fails to deliver an SNDA to Tenant on or before the date which is thirty (30) days from the Commencement Date (the "Outside Date"), Tenant may, as its sole and exclusive remedy, terminate this Lease upon prior written notice to Landlord (the "Cancellation Notice"). If Tenant so elects to terminate this Lease, the same will be deemed cancelled and terminated upon Landlord's receipt of the Cancellation Notice and neither party shall have any further liability to the other hereunder, except pursuant to those provisions which expressly survive the expiration or sooner termination of this Lease. In the event that Tenant shall elect to terminate this Lease pursuant to this Section 1(A), Landlord shall promptly return to Tenant the first month's Minimum Rent paid on execution and delivery of this Lease.

(B) Tenant has informed Landlord that it shall seek approval from (i) the New York State Department of Health (the "DOH") under Article 28 of the Public Health Law of the State of New York in connection with the Permitted Use at the Premises (the "DOH Approval"), (ii) the New York State Office of Alcoholism and Substance Abuse Services ("OASAS") to operate a program serving clients in accordance with the Mental Hygiene Law (the "OASAS Approval"), and (iii) the Office of Mental Health ("OMH") to operate a program providing mental health services authorized by OMH to Tenant's clients (the "OMH Approval"). All costs incurred in connection with seeking and obtaining the DOH Approval, the OASAS Approval and the OMH Approval shall be paid by Tenant. It is understood and agreed that in no event shall the failure of or delay in Tenant's obtaining the DOH Approval, the OASAS Approval and/or the OMH Approval affect Tenant's obligations hereunder. Landlord shall cooperate with Tenant at no out-of-pocket cost or expense to Landlord in its effort to obtain the DOH approval, the OASAS approval and the OMH approval.

(C) Tenant shall accept possession of the Premises on the Commencement Date in its then “as is” condition. Landlord shall be under no obligation to make any changes, improvements, or alterations to the Premises. The taking of occupancy of the whole or any part of the Premises by Tenant shall be conclusive evidence as against Tenant that Tenant shall have accepted possession of the Premises and that the Premises shall be in good and satisfactory condition at the time such occupancy shall be so taken, except with respect to the structural elements of the Building for which Landlord is responsible pursuant to Section 8(A) of this Lease.

(D) Tenant acknowledges and agrees that this Lease is a net lease in all respects. Except as otherwise specifically provided herein, all obligations under this Lease, including, but not limited to, payment of all Rent, operating costs, Taxes, performance of maintenance and repairs, compliance with all applicable Legal Requirements and any costs and expenses incurred in connection with the operation of the Property, shall be paid or performed by Tenant without notice, demand, setoff, counterclaim, abatement, deduction or defense, including, without limitation, (i) any defect in title, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of, the Property or any portion thereof (subject to the provisions of Article 13 hereof), any interruption or cessation in the use of or possession thereof by or availability to Tenant for any reason whatsoever, whether arising out of or related to an act or omission of Landlord or any other person; (ii) any failure or delay in the performance of Landlord’s obligations hereunder, (iii) Tenant at any time having immunity from suit, prejudgment attachment, attachment in aid of execution or execution on the grounds of sovereignty or otherwise, which immunity, if any, Tenant hereby expressly waives; or (iv) any other circumstances or happening of any nature whatsoever, whether or not similar to any of the foregoing, it being the express intention of Landlord and Tenant that all rent payable hereunder shall be payable in all events, unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. Except as otherwise expressly provided to the contrary in this Lease, Tenant assumes full responsibility for the condition, operation, repair, alteration, improvement, replacement, maintenance and management of the Property during the Term. Notwithstanding anything to the contrary in this Section or any other provision of this Lease, Tenant shall not be required to pay, nor have any responsibility for any of the following: (a) depreciation, amortization, brokerage commissions, financing or refinancing costs, management fees, or leasing expenses incurred by Landlord with respect to Landlord's fee estate or condominium interest in the Property; (b) Excluded Items as defined in Section 5(B) hereof; (c) any payments on account of any fee mortgage or ground lease now or hereafter encumbering all or any portion of Landlord's interest in the Property; (d) costs which arise from the gross negligence or willful misconduct of Landlord; and/or (e) any sums stated to be the obligation of Landlord under the express terms of this Lease.

OCCUPANCY:

2. (A) Except for Prohibited Uses (as hereafter defined), Tenant shall use the Premises for any use permitted by applicable Legal Requirements (as hereinafter defined) (the “**Permitted Use**”). Notwithstanding the foregoing, in no event shall the Premises or any part thereof be used for any of the following (each, a “**Prohibited Use**”):

- (i) any manufacturing purpose;
- (ii) for the conduct of obscene, pornographic or similar disreputable activities or the exhibition of any obscene materials visible to the general public (it being agreed that “obscene” shall have the meaning ascribed thereto in New York Penal Law Section 235.00);

(iii) massage parlors, adult book stores, adult theaters, peep shows, establishments offering topless and/or bottomless entertainment and/or sex-related activities or offices for same;

(iv) betting parlors, gambling casinos, arcades or gambling-type establishments;

(v) a night club, bar, discotheque, or similar establishment;

(vi) housing accommodations for residential purposes or for lodging or sleeping purposes, other than for inpatient services and/or in connection with the Intended Use; and/or

(vii) any other use or purpose which, in the reasonable judgment of Landlord, (x) is not in keeping with the character and dignity of the Property or the neighborhood in which the Property is located, or (y) would constitute a nuisance (public or private).

Notwithstanding anything to the contrary contained herein, Landlord acknowledges and agrees that Tenant currently intends to use the Premises as a state-of-the-art, community-oriented destination for behavioral health care and a “one-stop” location of services for mental health, addictions, physical health, and social service needs for the downtown community and for any other medical, healthcare, scientific or research use in compliance with all applicable Legal Requirements (the “**Intended Uses**”), and accordingly, the following shall uses not be deemed to be a Prohibited Use under clause (vii) above so long as the same are in compliance with all applicable Legal Requirements: (i) inpatient behavioral health services, (ii) detoxification services, (iii) rehabilitation services, (iv) intensive crisis and respite beds, (v) primary care, (vi) partial hospital program and intensive outpatient program, and (vii) any other use approved by either DOH, OMH or OASAS. For the avoidance of doubt, all Intended Uses that are in compliance with all applicable Legal Requirements shall constitute Permitted Uses.

(B) If any governmental license or permit (other than a certificate of occupancy for the entire Building), shall be required for the proper and lawful conduct of Tenant’s business in the Premises or any part thereof, Tenant, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to Landlord for inspection upon request. Tenant shall at all times comply with the terms and conditions of each such license or permit for so long as Tenant shall be conducting Tenant’s business in the Premises for such particular use.

(C) Tenant will not make or permit to be made any use of the Premises which would violate this Lease or which is forbidden by Legal Requirements or which may be dangerous to life, limb, or property, or which may invalidate any policy of insurance carried on the Property or concerning its operation. In any event, Landlord makes no representation as to the condition of the Premises and Tenant agrees to accept the same subject to violations whether or not of record. Tenant will not at any time use or occupy the Premises, or permit same to be used or occupied in violation of the certificate of occupancy for the Building. Landlord agrees that it will not amend the current certificate of occupancy without Tenant’s consent.

(D) Provided that Tenant shall not be in default under this Lease beyond the expiration of any applicable notice and cure periods, and subject to the prior approval of Landlord, which such approval shall not be unreasonably withheld, delayed or conditioned, Tenant

shall be entitled to seek to modify the Building's existing certificate of occupancy (the "**C of O Modification**"). Tenant hereby acknowledges and agrees that if any applicable governmental authority requires modifications to be made to the Building and/or the Premises and/or requires any other work to be performed in the Building and/or the Premises in order to grant or approve such C of O Modification, then such modifications and/or work shall be performed by Tenant pursuant to the provisions of Article 7 hereof at Tenant's sole cost and expense. Subject to the terms of this Section 2(D), Landlord shall, at Tenant's sole cost and expense, reasonably cooperate with Tenant's C of O Modification. Tenant hereby acknowledges and agrees that Landlord makes no representation or warranty that the C of O Modification may be accomplished or approved by the applicable governmental authority and if Tenant is unable to obtain the C of O Modification, Landlord shall have no liability to Tenant, this Lease shall remain in full force and effect, the obligations of Tenant hereunder shall not be reduced or diminished, and Tenant shall not be entitled to any reduction in or credit against the rents payable by Tenant hereunder.

MINIMUM RENT:

3. (A) Tenant shall pay Minimum Rent (as hereinafter defined) at an annual rental rate as hereinafter provided. The Minimum Rent and all other sums of money as shall become due and payable by Tenant under this Lease (hereinafter called "**additional rent**" or "**Additional Rent**") which shall be paid by Tenant 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. The Minimum Rent shall be due and payable in equal monthly installments in advance on the first day of each month during the Term, at the office of Landlord or such other place or by such other payment method (including, without limitation, wire or ACH transfer) as Landlord may designate in writing, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof. The Minimum Rent and Additional Rent are collectively referred to herein as the "**rent**".

(B) Tenant shall pay minimum annual rent with respect to the Premises (the "**Minimum Rent**"), at an annual rate, as follows:

- (i) Lease Year 1: \$9,594,263.00 per annum (\$799,521.92 per month)
- (ii) Lease Year 2: \$9,786,148.26 per annum (\$815,512.36 per month)
- (iii) Lease Year 3: \$9,981,871.23 per annum (\$831,822.60 per month)
- (iv) Lease Year 4: \$10,181,508.65 per annum (\$848,459.05 per month)
- (v) Lease Year 5: \$10,385,138.82 per annum (\$865,428.24 per month)
- (vi) Lease Year 6: \$10,592,841.60 per annum (\$882,736.80 per month)
- (vii) Lease Year 7: \$10,804,698.43 per annum (\$900,391.54 per month)
- (viii) Lease Year 8: \$11,020,792.40 per annum (\$918,399.37 per month)
- (ix) Lease Year 9: \$11,241,208.25 per annum (\$936,767.35 per month)
- (x) Lease Year 10: \$11,466,032.41 per annum (\$955,502.70 per month)

- (xi) Lease Year 11: \$11,695,353.06 per annum (\$974,612.76 per month)
- (xii) Lease Year 12: \$11,929,260.12 per annum (\$994,105.01 per month)
- (xiii) Lease Year 13: \$12,167,845.32 per annum (\$1,013,987.11 per month)
- (xiv) Lease Year 14: \$12,411,202.23 per annum (\$1,034,266.85 per month)
- (xv) Lease Year 15: \$12,659,426.28 per annum (\$1,054,952.19 per month)
- (xvi) Lease Year 16: \$12,912,614.80 per annum (\$1,076,051.23 per month)
- (xvii) Lease Year 17: \$13,170,867.10 per annum (\$1,097,572.26 per month)
- (xviii) Lease Year 18: \$13,434,284.44 per annum (\$1,119,523.70 per month)
- (xix) Lease Year 19: \$13,702,970.13 per annum (\$1,141,914.18 per month)
- (xx) Lease Year 20: \$13,977,029.53 per annum (\$1,164,752.46 per month)
- (xxi) Lease Year 21: \$14,256,570.12 per annum (\$1,188,047.51 per month)
- (xxii) Lease Year 22: \$14,541,701.52 per annum (\$1,211,808.46 per month)
- (xxiii) Lease Year 23: \$14,832,535.55 per annum (\$1,236,044.63 per month)
- (xxiv) Lease Year 24: \$15,129,186.27 per annum (\$1,260,765.52 per month)
- (xxv) Lease Year 25: \$15,431,769.99 per annum (\$1,285,980.83 per month)
- (xxvi) Lease Year 26: \$15,740,405.39 per annum (\$1,311,700.45 per month)
- (xxvii) Lease Year 27: \$16,055,213.50 per annum (\$1,337,934.46 per month)
- (xxviii) Lease Year 28: \$16,376,317.77 per annum (\$1,364,693.15 per month)
- (xxix) Lease Year 29: \$16,703,844.12 per annum (\$1,391,987.01 per month)
- (xxx) Lease Year 30: \$17,037,921.01 per annum (\$1,419,826.75 per month)
- (xxxii) Lease Year 31: \$17,378,679.43 per annum (\$1,448,223.29 per month)
- (xxxii) Lease Year 32: \$17,726,253.02 per annum (\$1,477,187.75 per month)

(C) For purposes of this Lease, “Lease Year” shall mean each period of twelve (12) consecutive months during the Term commencing on the Rent Commencement Date, except that the first Lease Year shall be extended by the number of days, if any, required for said first Lease Year to end on the last day of a calendar month. If the payment of Minimum Rent hereunder shall commence on any day other than the first day of a calendar month or the expiration of the First Abatement Period or the Second Abatement Period shall not be the last day of the month, the Minimum Rent for such calendar month shall be prorated on a per diem basis, and any excess amount

paid on the execution of this Lease shall be credited to the Minimum Rent for the next calendar month.

(D) Provided Tenant is not in default hereunder beyond the expiration of any applicable notice and/or cure period, the Minimum Rent payable by Tenant shall be abated as follows: (i) for a period of four hundred eighty-five (485) days following the Effective Date (the “**First Abatement Period**”) (the first day immediately following the last day of the First Abatement Period is referred to herein as the “**Rent Commencement Date**”); and (ii) for a period of four hundred twenty-five (425) days following the Rent Commencement Date (the “**Second Abatement Period**”). Notwithstanding the foregoing, Tenant shall continue to be obligated during the First Abatement Period and the Second Abatement Period to pay any and all Additional Rent and other charges payable by Tenant hereunder in accordance with the terms of this Lease. In addition, provided that Tenant is not in default hereunder beyond the expiration of any applicable notice and/or cure period and this Lease is then in full force and effect, Tenant shall receive a credit against the Minimum Rent payable by Tenant for the sixtieth (60th) full calendar month occurring after the Rent Commencement Date in an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000). If any such abatement or credit is unavailable to Tenant due to the existence of a default by Tenant, and such default is subsequently cured, any such abatement or credit shall be reinstated and shall be made available to Tenant as an abatement or credit of Minimum Rent next due and payable after such cure is accepted.

DEFINITIONS:

4. The following definitions shall have the meanings set forth below:

(A) The term “**Landlord**” as used in this Lease means only the owner, or the mortgagee in possession, for the time being of the Land and Building (or the owner of a lease of the Building or of the Land and Building) so that in the event of a sale or lease of the Building, or of the Land and Building, the said Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties or 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 Landlord, hereunder. The words “re-enter” and “re-entry” as used in this Lease are not restricted to their technical legal meaning. The phrases “Landlord shall not have liability to Tenant”, “the same shall be without liability to Landlord” or “without incurring any liability to Tenant therefor” or phrases of similar import shall mean that Tenant is not entitled to terminate this Lease, or to claim actual or constructive eviction, whether partial or total, or to receive any abatement or diminution of rent, or to be relieved in any manner of any of its other obligations hereunder, or to be compensated for loss or injury suffered or to enforce any other right or kind of liability whatsoever against Landlord under or with respect to this Lease or with respect to Tenant’s use of occupancy of the Premises or any part thereof. The term “business days” or “Business Days” as used in this Lease shall exclude Saturdays, Sundays and all days designated as holidays by the State of New York. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms shall refer to this Lease, and “hereafter” shall mean after, and “heretofore” shall mean before, the date of this Lease. Words of the masculine, feminine or neuter gender shall mean and include the correlative words of the other genders and words importing the singular number shall mean and include the plural number and vice versa.

(B) **“Affiliate(s)”** or **“affiliate(s)”** shall mean any person, corporation, partnership, limited liability company or other entity which directly or indirectly controls, is controlled by or is under common control with the party in question. In the event that Tenant is other than a not-for-profit entity, for the purposes hereof **“control”** shall be deemed to mean (i) with respect to (x) a corporation, ownership of not less than fifty percent (50%) of all of the voting stock or capital stock of such corporation, (y) a limited partnership, ownership of more than fifty percent (50%) of the general partnership interests of such limited partnership, or (z) any other legal entity, ownership of not less than fifty percent (50%) of all of the legal and equitable interests in such legal entity, and (ii) the possession of the power, directly or indirectly, to direct or cause the direction of management and policy of a corporation or other legal entity or the distribution of its profits, whether through (1) the ownership of voting securities, partnership shares, or otherwise, (2) common directors or officers, (3) the contractual right to manage the business affairs of such legal entity, or otherwise, or (4) the right to appoint directors or trustees. In the event that Tenant is a not-for-profit entity (whether formed under the not-for-profit law, the education law or otherwise), for the purposes hereof **“control”** shall mean the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of stock or partnership interests, through membership interests or otherwise, through the election or appointment of the members or directors of the governing body of such entity, by contract or otherwise, and the terms **“controlling”** and **“controlled”** shall have meanings correlative to the foregoing. Notwithstanding the foregoing or anything to the contrary contained herein, with respect to the Tenant initially named herein (i.e., Beth Israel Medical Center) and any Permitted Transferee (as hereinafter defined), an Affiliate shall also be deemed to mean (1) Mount Sinai Health System, Inc., (2) The Mount Sinai Hospital, (3) Icahn School of Medicine at Mount Sinai (Mount Sinai Health Systems, Inc., The Mount Sinai Hospital, The Icahn School of Medicine at Mount Sinai and the Tenant initially named herein (i.e., Beth Israel Medical Center) shall be referred to herein as a **“Mount Sinai Entity”**), and/or (4) any person, corporation, partnership, limited liability company or other entity which directly or indirectly controls, is controlled by or is under common control with a Mount Sinai Entity.

(C) **“Broker”** shall mean Newmark & Company Real Estate, Inc., a New York corporation, d/b/a Newmark Knight Frank.

(D) **“Comparable Buildings”** shall mean buildings of comparable age, class and utility located in downtown Manhattan proximate to the Building.

(E) **“Depository”** shall mean any entity agreeing for the benefit of Landlord and Tenant, to perform the obligations of depository hereunder and that (i) is a commercial bank or a nationally recognized title insurance company, in either case reasonably designated by Landlord, and (ii) has an office in the City of New York; provided that all funds held by such Depository pursuant to this Lease shall be held in an interest bearing account or instrument held in New York City.

(F) **“Legal Requirements”** shall mean all laws, codes, statutes and ordinances and the orders, directives and requirements of all governmental entities having jurisdiction over the Property whether now or hereafter in force.

(G) **“Interest Rate”** shall mean the annual interest rate that is the lesser of (x) four percent (4%) per annum above the then published prime interest rate upon unsecured loans charged by JP Morgan Chase Bank, NA (or any successor thereto) on loans of 90 days (**“Prime Rate”**), and (y) the maximum amount permitted by applicable Legal Requirements to be charged.

(H) “**Force Majeure**” shall mean any delays resulting from any causes beyond Landlord’s or Tenant’s reasonable control, as the case may be, including, without limitation, governmental regulation, governmental restriction, strike, labor dispute, riot, inability to obtain materials or supplies (exclusive of delays inherent in ordering long lead items except as otherwise expressly provided herein), acts of God, war, terrorist or bio-chemical attack, fire or other casualty and other like circumstances. Under no circumstances shall the non-payment of money or a failure attributable to a lack of funds be deemed to be (or to have caused) an event of Force Majeure nor shall weather conditions which are reasonably anticipatable as to frequency, duration and severity in their season of occurrence be deemed an event of Force Majeure. Each party shall use all commercially reasonable efforts to mitigate the delay caused by any event of Force Majeure to the extent reasonably commercially practicable, but without the necessity of employing overtime or premium pay labor unless such party elects to do so within its sole discretion or unless the other party elects to pay for such overtime or premium pay labor.

TAXES:

5. (A) Tenant covenants and agrees to pay all Taxes with respect to the Property that at any time from and after the Effective Date and thereafter until the Expiration Date are assessed, levied, imposed upon, or become due and payable with respect to the Premises. All Taxes or installment thereof shall be paid before the date on which any fine, penalty, lien, interest or cost may be added thereto or imposed by Legal Requirement for the non-payment thereof. However, if by Legal Requirements, any Taxes, at the taxpayer's option, may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Taxes), Tenant may exercise the option to pay the Taxes in such installments and shall be responsible for the payment of such installments with interest. Tenant shall pay all Taxes directly to the taxing authority imposing such Taxes, and shall furnish to Landlord official receipts of the appropriate taxing authority or other proof, reasonably satisfactory to Landlord, evidencing the payment thereof no later than thirty (30) days prior to the date when such Taxes are due and payable.

(B) For purposes of this Lease, “**Taxes**” shall mean all real estate taxes, assessments (special or otherwise), business improvement district charges and assessments that may be levied, assessed or imposed on or with respect to all or any part of the Property by the City of New York or any of its subdivisions. If, because of any change in the taxation of real estate, any other tax or assessment, however denominated (including, without limitation, any franchise, income, profit, sales, use, occupancy, gross receipts or rental tax) is imposed upon Landlord or the owner of the Property, or the occupancy, rents or income therefrom, in substitution for any of the foregoing Taxes or for an increase in any of the foregoing Taxes, such other tax or assessment shall be deemed part of Taxes computed as if Landlord’s sole asset were the Real Property. Anything contained herein to the contrary notwithstanding, Taxes shall not be deemed to include any excess profits taxes, franchise taxes, gift taxes, capital stock taxes, mortgage recording taxes relating to a fee mortgage, transfer taxes (such as the New York City Real Property Transfer Tax or the New York State Real Estate Transfer Tax), inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord’s general or net income (as opposed to rents, receipts or income attributable to the Property), unless such taxes are levied, assessed or imposed as a substitute for the whole or any part of, or as a substitute for an increase in, the taxes, assessments, levies, fees, charges and impositions that now constitute Taxes (collectively, “**Excluded Items**”).

(C) Any Taxes with respect to the Premises relating to a fiscal period of the taxing authority, a part of which is included within the Term and a part of which is included in a

period of time before the Effective Date or after the Expiration Date, as the case may be, shall be apportioned between Landlord and Tenant as of the Effective Date or Expiration Date, as applicable, so that Tenant shall pay that portion of such Taxes which that part of such fiscal period included in the period after the Effective Date or before the Expiration Date, as applicable, bears to the then applicable fiscal period of the taxing authority.

(D) Tenant shall have the right, at its sole cost and expense, to contest the amount or validity, in whole or in part, of any Taxes relating to the Premises by appropriate proceedings diligently conducted in good faith, subject to the following:

(i) Tenant shall not settle any such proceeding without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

(ii) If any lien, charge or civil liability would or could be incurred by reason of any such proceeding, Tenant shall not contest as aforesaid unless such contest would not subject Landlord to criminal liability and Tenant (A) furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest delay, including with respect to the foreclosure of any lien, (B) prosecutes the contest with due diligence, (C) keeps Landlord regularly apprised of the status thereof, and (D) with respect to any lien, the same would not violate the terms of any mortgage with respect to the Property.

(iii) Landlord shall not be required to join in any action or proceeding referred to in this Section 5(D) unless the provisions of any applicable Legal Requirements, rule or regulation then in effect require that such action or proceeding be brought by and/or in the name of Landlord. If so required, Landlord, at Tenant's sole cost and expense, shall join and reasonably cooperate in such proceedings or (at Landlord's option in its sole discretion) permit them to be brought by Tenant in Landlord's name (provided the same do not create any liability to Landlord). Any costs and expenses (if any) incurred by Landlord hereunder shall constitute (and be payable as) Additional Rent hereunder. Tenant shall promptly provide copies of all filings, petitions, actions, pleadings and other papers filed in connection with any such proceedings and contest. Tenant will indemnify, defend and hold harmless Landlord from any liabilities, damages, claims, costs and expenses incurred in connection with any such proceedings, except to the extent the same are due to the gross negligence or willful misconduct of Landlord.

(E) Tenant shall be entitled to any refund of any Taxes (and penalties and interest paid by Tenant), to the extent attributable to periods within the Term, based upon Tenant's prior overpayment of such Taxes, whether such refund is made during or after the Term. Upon termination of Tenant's contest of any Taxes, Tenant shall pay the amount of such Taxes (if any) as has been finally determined in such contest to be due, to the extent attributable to periods within the Term, together with any costs, interest, penalties or other liabilities in connection with such Taxes.

(F) In case the applicable taxing authority to whom any sum is directly payable by Tenant under any of the provisions of this Lease shall refuse to accept payment of such sum from Tenant, Tenant shall thereupon give immediate notice of such fact to Landlord and shall pay such sum directly to Landlord. In such event Landlord shall, with reasonable promptness, remit all such collected funds received by it from Tenant to the appropriate taxing authority.

LATE PAYMENT CHARGE:

6. (A) If Tenant shall fail to make any payment of Minimum Rent or Additional Rent within seven (7) business days after the same is due and payable more than once in any twelve (12) month period, Tenant shall pay a late payment charge of \$.03 for each \$1.00 that remains unpaid to compensate Landlord for additional expenses in processing such late payment; provided, however, no such charge shall be payable by Tenant with respect to any installment of Additional Rent unless Tenant fails to pay such installment within seven (7) business days after receipt by Tenant of a written notice thereof from Landlord. In addition, if Tenant fails to pay any installment of Minimum Rent or Additional Rent within five (5) business days after the same is due and payable more than once in any twelve (12) month period, Tenant shall pay interest thereon from the date due until the date paid at an annual rate equal to the Interest Rate but not in excess of the maximum amount permitted by law to be charged to Tenant, and such interest shall be deemed to be Additional Rent hereunder; provided, however, no such interest shall be payable by Tenant with respect to any installment of Additional Rent unless Tenant fails to pay such installment within five (5) business days after receipt by Tenant of a written notice thereof from Landlord.

(B) If any check of Tenant shall be returned for insufficient funds, there shall be an additional charge to Tenant of \$150.00.

ALTERATIONS:

7. (A) Except with respect to Material Alterations (as hereinafter defined), Tenant shall have the right to make any alterations or improvements ("**Alterations**") in or to the Premises without Landlord's prior consent, provided that Tenant shall provide Landlord with prior notice of all Alterations (other than Decorative Alterations for which no prior notice shall be required). Landlord's consent, which consent may be granted or withheld in Landlord's sole discretion, shall be required with respect to Material Alterations. For purposes of this Lease, a "**Material Alteration**" shall mean (i) Alterations to the Premises that materially alter the aesthetic effect of the outside of the Building, (ii) Alterations that affect the structural integrity or the structural elements of the Building (including the roof), and (iii) Alterations that adversely affect the proper functioning of any Building systems. Landlord's approval (which approval shall not be unreasonably withheld, conditioned or delayed) shall be required with respect to any contractors performing Alterations; provided, however, that notwithstanding the foregoing, (1) Landlord's consent to contractors performing Alterations which are not Material Alterations shall not be required in the event that the Tenant is the Tenant named herein or a Permitted Transferee (as hereinafter defined), (2) with respect to any unrelated third party assignee of the Tenant named herein or any Permitted Transferee, all Alterations must be performed by such contractors as Landlord shall approve (which approval shall not be unreasonably withheld, conditioned or delayed), and (3) Landlord shall have the right to require that Tenant use Landlord's approved contractors for any Material Alterations, provided, however, that if such contractor charges rates that are above market rate bids actually received by Tenant therefor, Landlord shall pay the incremental cost of any such above market rate bids. In the event that Landlord's consent is required pursuant to the terms of this Lease, Landlord agrees to approve or disapprove Tenant's contractors within ten (10) business days after receipt of a request for consent. If Landlord fails to approve or disapprove Tenant's proposed contractor(s) within such ten (10) business day period, then Tenant shall have the right to give Landlord a reminder notice, which reminder notice shall contain the following caption on the first page thereof in bold and capitalized type: **YOUR CONSENT TO TENANT'S PROPOSED CONTRACTOR SHALL BE DEEMED GIVEN IF**

YOU FAIL TO RESPOND TO THIS REQUEST WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE OF YOUR RECEIPT OF THIS NOTICE. If Landlord fails to approve or disapprove its consent with respect thereto within five (5) business days after its receipt of such reminder notice, Landlord's consent to Tenant's proposed contractor(s) shall be deemed given. Tenant agrees that all Alterations shall be performed by Tenant in accordance with all applicable Legal Requirements. Tenant agrees to use a reputable engineer and architect licensed in the State of New York approved by Landlord (which approval shall not be unreasonably withheld) for the preparation of all construction documents and drawings pertaining to any Alterations and to file all plans with and obtain all required permits from appropriate governmental authorities with an expeditor selected by Tenant. Notwithstanding the foregoing, Landlord's designated engineer shall review any construction documents or drawings prepared by or on behalf of Tenant in connection with any Alteration that affects the Building's systems or structure. Upon Landlord's request, Tenant shall promptly submit to Landlord, copies of all approved plans, permits, applications, final approvals and sign-offs. Subject to applicable Legal Requirements, Tenant shall be permitted to perform Alterations twenty-four (24) hours per day, seven (7) days per week.

(B) All fixtures and all paneling, partitions, railings and like installations, installed in the Premises at any time, either by Tenant or by Landlord on Tenant's behalf, shall, upon installation, become the property of Landlord and shall remain upon and be surrendered to Landlord upon termination of this Lease by lapse of time or otherwise, subject to the remainder of this Section 7(B) and Section 7(F) below and Tenant's right to remove and/or modify such Alterations in accordance with any improvements or future Alterations undertaken by Tenant. All Specialty Alterations (as hereinafter defined) shall be removed from the Premises by Tenant prior to the expiration of this Lease, at Tenant's sole cost and expense. Nothing in this Article shall be construed to give Landlord title to or to prevent Tenant's removal of any medical equipment (regardless of whether same is affixed to or installed in the Premises), trade fixtures, moveable furniture and equipment, but upon removal of any such items from the Premises, Tenant shall promptly and at its expense, repair and restore the Premises to the condition existing prior to installation (ordinary wear and tear and damage by fire or other casualty excepted) and repair any damage caused by such removal. All property permitted or required to be removed by Tenant at the end of the Term remaining in the Premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the Premises by Landlord at Tenant's reasonable expense.

(C) Tenant, at its expense, before making any Alterations, shall obtain all approvals required by any governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such approvals to Landlord. Landlord, at Tenant's expense, and upon the request of Tenant, shall join in any applications for any permits, approvals or certificates required to be obtained by Tenant in connection with any permitted Alterations (provided that the provisions of the applicable Legal Requirements shall require that Landlord join in such applications) and shall otherwise cooperate with Tenant in connection therewith, provided that Landlord shall not be obligated to incur any out-of-pocket cost or expense or liability in connection therewith. Notwithstanding anything to the contrary contained herein, at Tenant's request Landlord shall execute all required permit forms upon the submission of Tenant's plans and specifications by Tenant prior to Landlord's review of same, but the execution of such forms by Landlord shall not constitute approval of the Alterations or plans in question and Tenant shall not commence construction of such Alterations without Landlord's written approval of the same, as and to the extent required pursuant to this Lease. In addition, Tenant's architects and engineers shall be permitted to utilize any so-called "self-certification" procedure to obtain building permits with respect to any proposed Alterations, provided that the same shall be in compliance with all

applicable Legal Requirements, at Tenant's sole cost and expense. In the event that any such self-certification shall be inaccurate, incomplete or in any way inadequate, Tenant shall promptly remedy same at its sole cost and expense and Tenant shall indemnify and hold harmless all Landlord Indemnitees from and against any loss, cost, damage, liability or expense (including reasonable attorneys' fees and disbursements) arising by reason of any such self-certification.

(D) If any mechanics' lien (the "**Lien**") is filed against the Premises or the Property for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall, within thirty (30) days following Tenant's receipt of notice from Landlord of the imposition of any such lien (the "**Lien Notice**") diligently pursue the cancellation or discharge of all such liens (the "**Lien Cure Period**"). Notwithstanding the foregoing, in the event that Tenant is disputing the Lien, the Lien Cure Period shall be extended until such dispute is resolved; provided, however, that if in the event that (x) the Lien causes the contractor to commence a foreclosure action against the Property, or (y) at any time the Lien would cause a Superior Lessor or Superior Mortgagee (as such terms are hereinafter defined) to have the right to put Landlord in default under any loan documents in a period of less than fifteen (15) Business Days ((x) or (y) being referred to as an "**Urgent Lien Matter**"), then Tenant shall cause such Lien to be released of record by payment or posting of a bond within ten (10) Business Days of Tenant's receipt of notice of such Urgent Lien Matter. If Tenant shall fail to discharge the Lien within the applicable aforesaid period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or bonding. Any amount paid by Landlord for any of the aforesaid charges and for all reasonable expenses of Landlord (including, but not limited to, reasonable attorneys' fees and disbursements) incurred in defending any such action, discharging said lien or in procuring the discharge of said lien, with interest on all such amounts at the Interest Rate, shall be repaid by Tenant within thirty (30) days after written demand therefor, and all amounts so repayable, together with such interest, shall be considered Additional Rent.

(E) With respect to all Alterations, (1) Tenant must perform same in accordance with this Lease, (2) Tenant must give Landlord at least ten (10) days' prior notice of such Alteration other than decorative alterations such as painting, wall coverings and floor coverings ("**Decorative Alterations**") and, for informational purposes, the plans and specifications therefor but only to the extent the same are required to be prepared in order to obtain any necessary permits, and (3) Tenant shall perform all Alterations in a good and workmanlike manner and in accordance with good construction practices.

(F) As to any Alteration allowed to be made by Tenant pursuant to this Lease, Tenant shall not be required to remove such Alterations at or prior to the expiration or earlier termination of this Lease unless at the time Landlord approves the plans and specifications for any such proposed Alterations, Landlord specifically designates those Alterations as Specialty Alterations that it reserves the right to require Tenant to remove at the end of the Term (provided, however, that at the time Tenant requests Landlord's consent to any such Alterations, Tenant specifically requests whether such Alterations will be so designated by Landlord as a Specialty Alteration and specifically references this Section 7(F) of the Lease). Notwithstanding the foregoing or anything to the contrary contained in this Lease, Tenant shall remove in accordance with the requirements of this Lease, at or prior to the Expiration Date, all Specialty Alterations unless, not later than nine (9) months prior to the Expiration Date, Landlord gives Tenant notice that all or a portion of such Specialty Alterations may remain in the Premises. As used herein, "**Specialty Alterations**" shall mean any Material Alterations that affect the structural integrity or the structural elements of the Building. Tenant, at any time, may remove any portion of Alterations and Tenant's property, provided that Tenant shall repair and

restore in a good and workmanlike manner (reasonable wear and tear excepted) any damage to the Premises or the Building caused by such removal. The provisions of this 7(F) shall survive the expiration or earlier termination of this Lease.

(G) Tenant agrees that with respect to the performance of any Alterations in the Premises with respect to which Landlord's consent is expressly required under this Lease (other than Tenant's Initial Work and the Base Building Upgrades), Tenant shall pay to Landlord, as Additional Rent hereunder, within thirty (30) days after being billed therefor, Landlord's reasonable out-of-pocket expenses actually incurred by Landlord for reviewing the plans and specifications for such Alterations.

(H) Before proceeding with Tenant's Initial Work and the Base Building Upgrades, Tenant shall furnish to Landlord a guaranty of completion (the "**Construction Guaranty**") substantially in the form attached hereto as **Exhibit C**.

- (i) Upon (a) the completion of Tenant's Initial Work and the Base Building Upgrades in accordance with the terms of this Article and (b) the submission to Landlord of proof evidencing the payment in full for Tenant's Initial Work and the Base Building Upgrades including, but not limited to, delivery of Waivers of Mechanic Liens (in form reasonably acceptable to Landlord), the Construction Guaranty shall be deemed to be terminated and of no further force or effect. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant shall not be obligated to complete any Alterations as a condition to the termination of the Construction Guaranty, provided that following the abandonment of any Alteration the Premises (or the applicable portion thereof) is left in a "leasable condition". For purposes of this Article 7, "leasable condition" shall mean that the Premises shall be in a safe white box condition that is in compliance with all applicable Legal Requirements and the reasonable requirements of any Superior Lessor or Superior Mortgagee.
- (ii) If Tenant fails to (x) substantially complete the Base Building Upgrades, (y) perform Tenant's Initial Work to the point where the Building is in a leasable condition and (z) obtain a temporary certificate of occupancy for the Building on or before the date which is four (4) years from the Commencement Date (collectively, the "**Construction Security Work**"), then except to the extent of any delay in such completion caused by Landlord or its agents, employees or contractors or resulting from Force Majeure, Landlord may send a written notice of such failure to Tenant (a "**Construction Security Event Notice**"). If Tenant fails to perform the Construction Security Work within thirty (30) days after receipt by Tenant of such Construction Security Event Notice, then Landlord shall be entitled to enforce its rights under the Construction Guaranty to the extent reasonably necessary to complete the Construction Security Work and to apply such funds to the payment or satisfaction of any reasonable out-of-pocket costs, damages or expenses actually incurred by Landlord in connection with the foregoing and/or Tenant's obligations under this Article and this Lease relating to the Construction Security Work, including the satisfaction or bonding of any mechanics' lien relating thereto. Tenant acknowledges and agrees that the foregoing shall not be deemed to limit any remedy Landlord may otherwise have pursuant to the provisions of this Lease.

(I) Tenant shall promptly stop work or other activity if such work or activity by Tenant causes a Superior Lessor or Superior Mortgagee to put Landlord in default under any commercially reasonable and industry standard loan documents encumbering the Building (a "**Labor Harmony Loan Default**") until such Labor Harmony Loan Default is cured. Landlord agrees to reasonably cooperate with Tenant to resolve such Labor Harmony Loan Default, including enforcing its rights under its applicable union contract. In the event that any picketing, strikes, labor disruption, dispute, disharmony or any interference (beyond a de minimis extent) (each of the foregoing, collectively, is referred to herein as a "**Labor Dispute**") interferes with any work in the Building by Landlord (but does not result in a work stoppage), Tenant shall cooperate with Landlord and shall use commercially reasonable efforts to mitigate such Labor Dispute.

(J) Before commencing any work or delivering material to the Building, each such contractor shall deliver certificates evidencing the insurance required pursuant to Article 33 to Landlord.

(K) No approval of any plans or specifications by Landlord or consent by Landlord allowing Tenant to make any Alterations shall in any way be deemed to be an agreement by Landlord that the contemplated improvements comply with Legal Requirements or insurance requirements nor shall it be deemed to be a waiver by Landlord of the compliance by Tenant with this Lease.

(L) Provided that Tenant is not in default hereunder beyond the expiration of any applicable notice and/or cure period, Landlord shall promptly after Tenant's request, at no out of pocket cost, expense or liability to Landlord, cooperate with and assist Tenant in all reasonable respects in attempting to procure all approvals that may be required for the performance of Tenant's Initial Work (as hereinafter defined) or any other approved Alterations (to the extent any such approval is required) to be performed by Tenant provided that any such applications and other documents comply in all respects with all Legal Requirements and this Lease.

(M) Tenant acknowledges and agrees that the performance, procurement, construction and/or installation of any work, materials, fixtures and/or equipment required for the use and occupancy by Tenant of, and the conduct of Tenant's business in, the Premises, shall be the sole responsibility, cost and expense of Tenant, except as otherwise expressly provided in this Lease. In addition to the foregoing requirements of this Article 7, the following provisions shall be applicable to Tenant's Initial Work:

(i) Tenant will submit (which submission may be made electronically) for Landlord's review and approval, four (4) complete sets of signed and stamped, ready for filing, complete dimensioned architectural plans, complete engineering plans and decorating plans (if applicable) for Tenant's proposed initial work to be performed in the Premises, including, to the extent applicable, HVAC, electrical, plumbing, sprinkler and, if required, structural plans, with respect thereto (all such work being collectively referred to herein as "**Tenant's Initial Work**"). Whether or not part of Tenant's Initial Work, Landlord hereby consents, with respect to the concept and intent only, to Tenant installing an elevator shaft, internal staircases and venting, performing core drilling and increasing floor loads; it being understood that Landlord's consent to such proposed installations remain subject to Landlord's review and approval of final construction and engineering plans and specifications and

compliance by the Tenant with this Article 7 and the other applicable provisions of the Lease relating to Alterations.

(ii) Landlord agrees to review Tenant's plans and specifications with respect to Alterations requiring Landlord's consent hereunder (and, at Landlord's election, to cause Landlord's designated engineer to review Tenant's plans and specifications with respect to any Alteration that affects the Building's systems or structure) and approve the same or make written exceptions thereto within ten (10) business days after receipt of a complete set thereof. Any disapproval given by Landlord and/or its designated engineer shall be accompanied by a statement in reasonable detail of the reasons for such disapproval, itemizing those portions of the plans so disapproved. If Landlord and/or its designated engineer disapproves such Tenant's plans with respect to such Alterations, Tenant shall revise them and re-submit them to Landlord for approval or abandon the Alteration in question in Tenant's sole discretion. Landlord and/or its designated engineer shall advise Tenant within five (5) business days following receipt of Tenant's revised plans of Landlord's approval or disapproval of the revised plans or portions thereof, and shall set forth its reasons for any such further disapproval in writing and in reasonable detail. If Landlord and/or its designated engineer fails to approve or disapprove such plans or revised plans or request additional customary and reasonable information within such ten (10) or five (5) business day period (with respect to initial submissions) or five (5) business day period (with respect to resubmissions), as the case may be, then Tenant shall have the right to give Landlord a reminder notice, which reminder notice shall contain the following caption on the first page thereof in bold and capitalized type: **YOUR CONSENT TO THE PROPOSED PLANS WITH RESPECT TO THE APPLICABLE ALTERATIONS SHALL BE DEEMED GIVEN IF YOU FAIL TO RESPOND TO THIS REQUEST WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE OF YOUR RECEIPT OF THIS NOTICE.** If Landlord fails to grant or deny the requested consent or request additional customary and reasonable information with respect thereto within five (5) business days after its receipt of such reminder notice, Landlord's consent to the Alterations shown in the plans shall be deemed given and Tenant shall be permitted to perform the same, provided that Tenant complies with the other applicable provisions of this Article 7.

(iii) Tenant shall make prompt application for any required permits or approvals required in respect of Tenant's Initial Work. Tenant shall perform Tenant's Initial Work with due diligence in accordance with the approved plans therefor; it being understood and agreed that Tenant shall have the right to abandon any Alteration so long as the Premises remains in "leasable condition" following any such abandonment.

REPAIRS:

8.

(A) Except as required to be made by Tenant herein, Landlord shall make all capital repairs and replacements, structural and otherwise, necessary or desirable in order to keep in good order and repair the following structural elements of the Building (but specifically excluding

any Base Building Upgrades or other Alterations made to the Building structure by Tenant): the exterior walls and facade, foundation, footings, load bearing columns and floor slabs (and in no event shall Landlord be obligated to make any other repairs or replacements). Notwithstanding the foregoing, Landlord shall not be obligated to make any capital repairs and replacements to any portion of the exterior walls and/or facade (i) affected by any work performed by or on behalf of Tenant to the windows and/or penetrations of exterior walls, (ii) to the extent that Tenant has made any alterations thereto (e.g., if Tenant replaces the facade Landlord shall not have any repair or replacement obligation with respect to same), or (iii) to the extent that the need for any repair or replacement is caused by the negligence or willful misconduct of Tenant. Tenant agrees to notify Landlord of the necessity of repairs of which Tenant may have knowledge, for which Landlord may be responsible. Landlord shall use commercially reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises in making any repairs, alterations, additions or improvements; provided, however, that except for (x) discretionary alterations, additions or improvements, which Landlord shall be obligated to perform on an overtime basis at Landlord's cost (as distinguished from required repairs or replacements, or compliance with Legal Requirements) and (y) non-emergency repairs and non-discretionary alterations, additions or improvements which are not required to comply with Legal Requirements, the performance of which shall materially interfere with Tenant's ability to conduct its normal business operations in all or any material portion of the Premises, which Landlord shall be obligated to perform on an overtime basis (the work described in clauses (x) and (y) hereinafter referred to as "**Disruptive Work**"), Landlord shall have no obligation to employ contractors or labor at so-called overtime or other premium pay rates or to incur any other overtime costs in connection with such repairs, alterations, additions or improvements. Notwithstanding the foregoing, if Tenant shall so request in connection with work (other than Disruptive Work that Landlord is obligated to perform on an overtime basis pursuant to the immediately preceding sentence), Landlord shall employ contractors or labor at so-called overtime or other premium pay rates or incur other overtime costs in making such repairs, alterations, additions or improvements, provided that Tenant shall pay to Landlord, as Additional Rent, within thirty (30) days after demand therefor, an amount equal to the incremental costs incurred by Landlord by reason of compliance with Tenant's request. Whenever Landlord or any person authorized by Landlord performs any repairs, alterations, additions or improvements (whether Disruptive Work or non-Disruptive Work), Landlord shall not (a) materially adversely affect Tenant's signage and/or the prominence or the visibility thereof, (b) materially adversely affect access to the Premises or the Building or any portion thereof; (c) change the location or the prominence of the lobby for the Building as it existed on the Commencement Date or require Tenant to gain access to the Premises from any other entrance to the Building; (d) affect the size, useful area, configuration, location or dimensions of the Premises (except in an immaterial way); or (e) materially adversely affect the proper and economic operation of any of the Building's systems.

(B) Tenant shall, throughout the term of this Lease, take good care of the Premises and the Property, the fixtures and appurtenances therein, the Building systems, including all electrical, plumbing, HVAC systems (or portions thereof), mechanical equipment and facilities, and all pipes, conduits, liquid supply lines and heating, ventilation, air-conditioning, plumbing and electrical lines, and at Tenant's sole cost and expense, make all repairs thereto as and when needed to preserve them in good working order and condition, except for (a) reasonable wear and tear, (b) damage for which Tenant is not responsible pursuant to the provisions of Article 13, (c) damage caused by Landlord's gross negligence or willful misconduct, and (d) Landlord's express repair and replacement obligations hereunder. The term "appurtenances" in this Article 8 shall include (i) all portions of all systems and facilities of the Building, including, without limitation, ductwork, VAV

boxes and light fixtures and (ii) all Alterations made by or on behalf of Tenant or any person claiming through Tenant.

(C) Notwithstanding anything to the contrary contained herein (including, without limitation, Section 8(A) above), all damage to the Property or to any other part of the Building, whether requiring structural or non-structural repairs, caused by or resulting from (a) the omission, neglect or improper conduct of Tenant, its Affiliates, a Permitted User (as hereinafter defined) or their respective employees, invitees, agents, contractors or licensees (each, a "Tenant Party" and collectively, the "Tenant Parties"), or (b) as a result of any Alterations (including, without limitation, any Base Building Upgrades and any penetration of the slab(s)), and/or (c) the moving of Tenant's fixtures, furniture or equipment shall be repaired promptly by Tenant at its sole cost and expense, to the reasonable satisfaction of Landlord. All repairs by Tenant hereunder shall be of quality or class equal to the original work or construction. If Tenant fails after ten (10) days' notice to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Landlord (in its sole and absolute discretion) at the expense of Tenant and the expense thereof incurred by Landlord shall be collectible as additional rent upon demand. Except as specifically provided in Article 13 of this Lease, there shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others making or failing to make any repairs or Alterations. The provisions of this Article 8 with respect to the making of repairs shall not apply in the case of fire or other casualty which are dealt with in Article 13 hereof.

(D) Tenant, at its sole cost and expense, shall keep and maintain the sidewalks adjoining the Premises in clean and orderly condition and free from dirt, snow, ice, rubbish, vermin, obstructions and other encumbrances.

WINDOW CLEANING:

9. Tenant, at Tenant's expense, shall cause the interior and exterior surfaces of the interior and exterior of the windows of the Premises to be thoroughly cleaned at least twice per year. All glass, plate glass and doors and signs shall, at Tenant's expense, be kept clean, properly maintained by Tenant and in good order and repair throughout the term of this Lease. Tenant, at Tenant's expense, shall replace any and all plate glass and other glass damaged or broken (including, without limitation, so-called "bulls-eye" fractures) from any cause whatsoever in and about the Premises, other than the gross negligence or willful misconduct of Landlord, its agents, contractors or employees. Tenant will not clean, nor require, permit, suffer or allow any window in the Premises to be cleaned, from the outside in violation of Section 202 of the Labor Law or any other applicable Legal Requirements or of the rules of the Board of Standards and Appeals, or of any other board or body having or asserting jurisdiction.

REQUIREMENTS OF LAW, FIRE INSURANCE, FLOOR LOAD:

10.

(A) Prior to the commencement of the Term, if Tenant is then in possession or otherwise given access to the Premises, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply (and perform all Alterations necessary to comply) with all Legal Requirements with respect to the Premises and the Property (including, without limitation, the Americans with Disabilities Act, as now or hereafter constituted). Tenant may, after

securing to Landlord's reasonable satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees and disbursements, by cash deposit or by surety bond in an amount and in a company reasonably satisfactory to Landlord, contest any such Legal Requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Landlord to any civil liability, prosecution for a criminal offense. Tenant shall not do or permit any act or thing to be done in or to the Premises or the Property which is contrary to Legal Requirements, 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 Landlord with respect to the Premises or the Property, nor shall Tenant keep anything in the Premises except as now or hereafter permitted by the Insurance Services Office or other authority having jurisdiction, and then only in such manner so as not to increase the rate for fire insurance applicable to the Building. Tenant shall pay all costs, expenses, fines, penalties, or damages, which may be imposed upon Landlord by reason of Tenant's failure to comply with the provisions of this Article and if by reason of such failure the fire insurance rate shall, at the beginning of this Lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Landlord which shall have been charged because of such failure by Tenant, and shall make such reimbursement within thirty (30) days of demand. In any action or proceeding wherein Landlord and Tenant are parties a schedule or "make-up" of rate for the Building, Premises or Property issued by the Insurance Services Office, or other body making fire insurance rates applicable to the Premises or the Property shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate then applicable to the Premises or Property. Notwithstanding anything to the contrary contained herein, Landlord shall be responsible, at its sole cost and expense, for the cost of any such compliance to the extent same is required as a result of any gross negligence or willful misconduct of any Landlord Indemnitee (as hereinafter defined).

(B) Except to the extent that Tenant is required by this Lease to comply therewith, Landlord, at its expense, shall comply with all applicable Legal Requirements in respect of the structural elements of the Building which Landlord is obligated to repair and replace pursuant to Section 8(A) of this Lease, in each case to the extent necessary so as not to interfere with the use and enjoyment of the Premises by any Tenant or the performance of Alterations thereto. Notwithstanding the foregoing, Landlord may defer compliance so long as Landlord shall be contesting the validity or applicability of any applicable Legal Requirement, provided that deferring such compliance does not adversely affect any Tenant's ability to use and occupy the Premises (or any material portion thereof) and conduct its business therein or the performance of Alterations thereto, in accordance with all of the terms and conditions of this Lease, including, without limitation, Tenant's ability to obtain permits and licenses to perform Tenant's Initial Work or other Alterations. Notwithstanding anything to the contrary contained herein, Tenant shall be responsible, at its sole cost and expense, for the cost of any such compliance to the extent same is required as a result of (a) negligence or willful misconduct of any Tenant Party and any party claiming by, through or under any Tenant Party and their respective agents, contractors, guests, invitees or employees, or (b) any Alterations performed by Tenant (including the Base Building Upgrades and Tenant's Initial Work).

(C) Tenant shall not place a load upon any floor of the Premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by Legal Requirements.

SUBORDINATION:

(A) Subject to the terms of any SNDA (as hereinafter defined) and Section 11(C) of this Lease, the rights of Tenant under this Lease shall be and are subject and subordinate at all times to all ground leases, and/or underlying leases, if any, now or hereafter in force against the Property, and to each and every mortgage that may now or hereafter be placed by Landlord on its interest in the Property, and to all modifications, consolidations, replacements and extensions thereof. This Article is self-operative and no further instrument of subordination shall be required. Unless an SNDA shall have been entered into by such mortgagee or lessor, in the event of the enforcement by such mortgagee or lessor of the remedies provided for by the mortgage or lease, if such mortgagee or lessor or any successors or assigns of such mortgagee or lessor shall succeed to the interest of Landlord under this Lease, whether through possessory or foreclosure action or a deed in lieu of foreclosure or otherwise, and this Lease shall not be terminated or affected by such foreclosure or any such proceedings, Tenant, at the election of such mortgagee or lessor or its successors or assigns, shall attorn to and recognize such mortgagee or lessor (or its successors or assigns) as its landlord upon the terms contained in this Lease to the same extent and in the same manner as if this Lease was a direct lease between such mortgagee or lessor (or its successors or assigns) and Tenant, except that such mortgagee or lessor (or its successors or assigns), whether or not it shall have succeeded to the interest of Landlord under this Lease, shall not have any liability or be bound to the extent of the carveouts contained in Article 2 of the Existing SNDA (as hereinafter defined). Upon request by such party, Tenant shall execute and deliver an instrument or instruments confirming such attornment that is reasonably acceptable to Tenant and shall not increase Tenant's obligations or reduce its rights hereunder.

(B) The leases to which this Lease is, at the time referred to, subject and subordinate pursuant to this Article are herein sometimes called "**Superior Leases**" and the mortgages to which this Lease is, at the time referred to, subject and subordinate are herein sometimes called "**Superior Mortgages**" and the lessor of a Superior Lease or its successor in interest, at the time referred to, is sometimes herein called a "**Superior Lessor**", and the holder of a Superior Mortgage or its successor in interest, at the time referred to, is sometimes herein called a "**Superior Mortgagee**". Landlord represents and warrants to Tenant that, as of the date hereof, (x) the only Superior Mortgage encumbering the Property is that certain Building Loan Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated as of February 11, 2016 (the "**Existing Superior Mortgage**"), made by Landlord to Bank of the Ozarks (the "**Existing Superior Mortgage**"), and (y) there is no Superior Lease encumbering the Property.

(C) With respect to the Existing Superior Mortgagee, on or prior to the Commencement Date, Landlord shall obtain for Tenant's benefit a subordination, non-disturbance and attornment agreement (each herein called an "**Existing SNDA**") in the form attached hereto as **Exhibit B**. With respect to future Superior Mortgages and Superior Leases, the provisions of Section 11(A) hereof shall be conditioned upon the execution and delivery by and between Tenant and any such Superior Mortgagee or Superior Lessor, as the case may be, of an SNDA on the Superior Mortgagee's or Superior Lessor's then-standard form, provided such form contains similar substantive protections received by Tenant under the Existing SNDA (to the extent same remain applicable) and is otherwise commercially reasonable (herein called a "**Future SNDA**"; collectively with the Existing SNDAs, an "**SNDA**", as applicable). Tenant's receipt of an SNDA pursuant to this Article 11 shall satisfy the requirement set forth in this Lease with respect to notice to Tenant of the Superior Mortgagee or Superior Lessor under such SNDA. Landlord shall have no liability to Tenant if Tenant does not execute the Future SNDA in the form required hereunder provided by any Superior Mortgagee or Superior Lessor or if any future Superior Mortgagee or Superior Lessor

refuses to execute and/or deliver a Future SNDA to Tenant (in which event this Lease shall not be subject and subordinate to any such future Superior Mortgage or Superior Lease) or, if executed and delivered, such Superior Mortgagee or Superior Lessor does not abide by the terms thereof. In no event shall Landlord be required to (i) pay any consideration to any Superior Mortgagee or Superior Lessor, or (ii) alter any of the monetary terms of a Superior Mortgage, the ground lease or this Lease, or (iii) commence any action against any Superior Lessor or Superior Mortgagee in order to obtain a Future SNDA, but in no event shall this Lease be subordinate if Landlord fails to do any of the foregoing. Any SNDA must recognize that, upon a foreclosure or other transfer in lieu of a foreclosure, the Leasehold Condominium will not be adversely affected.

PROPERTY LOSS, DAMAGE, REIMBURSEMENT, INDEMNITY:

12. (A) To the fullest extent permitted by law, neither Landlord nor Landlord's agents, officers, directors, shareholders, partners, members, principals (disclosed or undisclosed) or other direct and indirect owners (together with Landlord, "**Landlord Indemnitees**") shall be liable to Tenant or Tenant's agents, employees, contractors, invitees or licensees or any other occupant of the Premises for any injury to Tenant or to any other person or for any damage to, or theft or other loss of, any of Tenant's property or of the property of any other person, except to the extent caused by the gross negligence or willful misconduct of any Landlord Indemnitee or their respective agents, employees or contractors. Tenant waives, to the full extent permitted by law, any claim for consequential damages in connection therewith and Landlord and Landlord's Agents shall not be liable, to the extent of Tenant's insurance coverage, for any loss or damage to any person or property even if due to the gross negligence of Landlord or Landlord's Indemnitees. Any Building employee to whom any property shall be entrusted by or on behalf of Tenant shall be deemed to be acting as Tenant's agent with respect to such property and neither Landlord nor Landlord's Agents shall be liable for any loss of or damage to any such property by theft or otherwise. If at any time any windows of the Premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to Landlord's own acts, Landlord shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction; provided, however, that Landlord agrees that it shall not voluntarily permanently close, materially obstruct or darken the windows, unless due to Legal Requirements or insurance requirements.

(B) To the fullest extent permitted by law but subject to the provisions of Section 33(I) hereof, Tenant hereby indemnifies and agrees to hold the Landlord Indemnitees harmless from and against any and all loss, cost, liability, claim, damage, fine, penalty and expense including reasonable attorneys' fees and disbursements (individually and collectively, the "**Claim**") in connection with or arising from or alleged to arise from (a) any default by Tenant in the performance or observance of any of the terms of this Lease, or (b) the use or occupancy of the Premises by any Tenant Party or any person claiming under any Tenant Party, or (c) any negligence or willful misconduct or act or omission of any Tenant Party or any person claiming under any Tenant Party, in each case except (x) to the extent caused by the gross negligence or willful misconduct of any Landlord Indemnitee, and (y) with respect to structural elements of the Building for which Landlord is responsible pursuant to Section 8(A) of this Lease, unless such Claim is a result of any of the items described in clause (i) - (iii) of Section 8(A) of this Lease. To the fullest extent permitted by law but subject to the provisions of Section 33(J) hereof, Landlord hereby indemnifies and agrees to hold Tenant and its respective employees, agents, officers, shareholders, directors and members or other direct and indirect owners (collectively, the "**Tenant Indemnitees**") harmless from and against any

and all Claims in connection with or arising from or alleged to arise from any gross negligence or willful misconduct of any Landlord Indemnitee or any of its agents, employees or contractors, in each case except to the extent caused by the negligence or willful misconduct of any Tenant Party and its respective employees, agents and contractors. The aforementioned indemnity and hold harmless shall apply whether the Claim is between a Landlord Indemnitee and a Tenant Indemnitee or between a Landlord Indemnitee or a Tenant Indemnitee and a third party.

(C) Notwithstanding anything to the contrary contained herein, Tenant shall look only to Landlord's estate in the Property (and the rents, profits and proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its agents, directors, officers, shareholders, partners, members or principals (disclosed or undisclosed) shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder or under law or Tenant's use or occupancy of the Premises or any other liability of Landlord to Tenant under this Lease.

(D) In the event of a claim or suit to which any indemnity under this Lease applies, the indemnifying party agrees (i) to endeavor to give the indemnified party prompt written notice thereof; (ii) to permit (at indemnified party's election) the indemnified party to defend such claim or suit with counsel of indemnified party's choice, subject to the indemnifying party's consent, which consent shall not be unreasonably withheld or delayed; (iii) to co-operate, at no expense to the indemnified party, in the defense of such claim or suit and (iv) not to settle such claim or suit without the indemnified party's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(E) Notwithstanding anything to the contrary contained herein, in no event shall (x) Landlord or the Landlord Indemnitees or (y) Tenant or the Tenant Indemnitees be liable for special, consequential or punitive damages under this Lease, except to the extent the damages described in Section 36(A) hereof are characterized as consequential damages.

(F) The provisions of this Article shall survive the expiration or sooner termination of this Lease.

DESTRUCTION, FIRE AND OTHER CASUALTY:

13.

(A) If, at any time during the Term, all or any portion of the Premises is damaged or destroyed by fire or any other kind of casualty, ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtained or obtainable) (each, a "Casualty"), Tenant shall (i) notify Landlord immediately of such Casualty, (ii) file all required documents and instruments with its insurers, and make such claims with its insurers as shall be reasonably necessary or advisable, and (iii) take such steps as shall be reasonably necessary or advisable to preserve any undamaged portion of the Premises and to insure that the portions of the Premises that are accessible to the public shall be safe and free from conditions hazardous to life and property. Tenant shall, at its sole cost and expense (whether or not such Casualty shall have been insured, and whether or not insurance proceeds, if any, shall be sufficient for the purpose of such Restoration), in accordance with the provisions of this Lease, exercise reasonable diligence to commence, and from and after such commencement, diligently and with continuity (subject to

Force Majeure and commercially reasonable standards and taking into account timing requirements attendant upon the settlement of insurance proceeds and the obtaining of necessary permits and approvals required for the commencement of work) repair, alter, restore, replace and rebuild (collectively, a “**Casualty Restoration**”) the Building as nearly as possible to at least the condition, quality, size and class of the Building existing immediately prior to such occurrence, with such improvements as Tenant shall elect to make, with the reasonable consent of Landlord, to the extent required by, and in accordance with then-applicable Legal Requirements and the standards of review set forth in Article 7 hereof, provided that after such Casualty Restoration, the Building is restored to substantially the same (or better) condition that the Building was in immediately prior to such Casualty. Notwithstanding the foregoing, in the event that Tenant shall be prohibited by applicable Legal Requirements from restoring the Building to substantially the same (or better) condition than the Building was in immediately prior to such Casualty, then Landlord shall rebuild the Building in accordance with the then applicable Legal Requirements in accordance with this Article 13. In the event that the costs of a Casualty Restoration are in excess of the net insurance proceeds payable to Tenant hereunder, Tenant shall be responsible to pay the deficiency and, upon request of Landlord, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord of Tenant’s financial wherewithal to pay for any such deficiency.

(B) Any Casualty Restoration shall be performed in accordance with the provisions of this Article 13 and all provisions of this Lease applicable to Alterations.

(C) Within one hundred eighty (180) days after the occurrence of the Casualty, Tenant shall deliver to Landlord a statement prepared by an architect selected by Tenant and approved by Landlord (such approval not to be unreasonably withheld) setting forth such person’s estimate as to the time required to perform the Casualty Restoration and the estimated cost of the Casualty Restoration. Tenant shall commence the work required in connection with a Casualty Restoration within thirty (30) days after receipt of the initial disbursement of the insurance proceeds for restoration purposes and thereafter diligently and expeditiously proceed to complete the same in a commercially reasonable manner as soon as is reasonably practical under the circumstances. Notwithstanding anything to the contrary contained herein, any monies (the “**Restoration Funds**”) that are received in respect of insurance proceeds with respect to any casualty shall be retained and disbursed pursuant to the provisions of **Exhibit D** attached hereto.

(D) Tenant shall cause the Premises to be in a safe condition, including, without limitation, the demolition of any existing improvements located on the Land to the extent necessary (in the reasonable judgment of Landlord) to cause the Premises to be in a safe condition, as soon as reasonably practicable after the occurrence of the Casualty. Landlord in no event shall be obligated to perform a Casualty Restoration or to pay any of the costs or expenses thereof.

(E) Except as provided in this Article 13, this Lease shall not terminate, be forfeited or be affected in any manner, nor shall there be a reduction or abatement of rent by reason of damage to, or total, substantial or partial destruction of, the Premises or by reason or the untenability of the Premises or any part thereof, nor for any reason or cause whatsoever. Tenant’s obligations hereunder, including the payment of rent, shall continue as though the Premises had not been damaged or destroyed and shall continue without abatement, suspension, diminution or reduction whatsoever unless this Lease is terminated in accordance with the provisions of this Article 13, in which event Tenant shall be obligated only to pay rent up to and including the date of such termination.

(F) Notwithstanding anything to the contrary contained in this Article 13, and subject to the terms and conditions of the Existing Superior Mortgage, if (a) the Building suffers a Casualty for which the cost of Casualty Restoration, in Landlord's reasonable opinion, exceeds fifty percent (50%) of the replacement cost of the entire Building, (b) the date of such Casualty occurs during the last eighteen (18) months of the Term, (c) the net insurance proceeds (plus any cash deposited by Tenant with Landlord to supplement the insurance proceeds available for the Casualty Restoration costs) is sufficient, in Landlord's reasonable opinion, to pay one hundred (100%) percent of the cost of such Casualty Restoration and (d) no default then exists under this Lease beyond the expiration of any applicable notice and cure period, then Tenant may terminate this Lease by written notice to Landlord within ninety (90) days after Tenant's insurance settlement but in no event later than twelve (12) months after the date of such Casualty, in which event Tenant shall have no obligation to repair, restore or rebuild the Building, this Lease shall terminate as of the (30th) day after the termination notice is given by Tenant and the Minimum Rent and Additional Rent shall be apportioned as of the date of the termination of this Lease; provided that the foregoing notice to terminate shall not be effective unless contemporaneously therewith Tenant assigns to Landlord all rights to the Restoration Funds.

(G) Except as may be provided in Section 33(G), nothing herein contained shall relieve Tenant or Landlord, as applicable, from any liability to Landlord or to Landlord's insurers, or Tenant or Tenant's insurers, as applicable, in connection with any damage to the Premises or the Building by Casualty if Tenant or Landlord, as applicable, shall be legally liable in such respect.

(H) This Article shall be considered an express agreement governing any casualty or damage to or destruction of the Building or any part thereof by fire or other casualty, and Section 227 of the Real Property Law of the State of New York (or any similar or successor provision) providing for such a contingency in the absence of such express agreement, and any other law of like import now or hereafter enacted, shall have no application in such case.

(I) The provisions of this Article 13 shall survive the expiration or earlier termination of this Lease.

EMINENT DOMAIN:

14.

(A) If the whole or substantially all of the Premises is acquired or condemned for any public or quasi-public use or purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement among Landlord, Tenant and those authorized to exercise such right (excluding a taking of the fee interest in the Premises if after such taking, Tenant's rights under this Lease are not affected), this Lease and the Term shall end as of the date of the vesting of title with the same effect as if said date were the Expiration Date and the rent payable by Tenant hereunder shall be equitably apportioned as of the date of such taking. For purposes of this Article 14, the term "substantially all of the Premises" shall mean such portion of the Premises as when so taken would leave remaining a balance of the Premises that, in Landlord's reasonable opinion, due either to the area so taken or the location of the part so taken in relation to the part not so taken, would not (under economic conditions, applicable zoning laws, or building regulations, in each case then existing or prevailing) readily accommodate a new building or buildings of a nature similar to the Premises and capable of producing a proportionately (*i.e.*, proportional to such portion of the Premises not so taken) fair and reasonable net annual income or

capable of supporting substantially similar activities for which the Premises were used prior to such taking.

(B) If, at any time during the Term, there shall be a taking of less than substantially all of the Premises, Tenant shall give to Landlord immediate notice thereof and Tenant shall (at Tenant's sole cost and expense) cause the Premises to be in a safe condition as soon reasonably practicable after the date of taking. If less than substantially all of the Premises shall be so taken, this Lease and the Term shall continue in effect but, if a part of the Premises is included in the part of the Property so acquired or condemned, from and after the date of the vesting of title, the Minimum Rent shall be reduced in the proportion which the area of the part of the Premises so acquired or condemned bears to the total area of the Premises immediately prior to such acquisition or condemnation. Tenant, at its sole cost and expense, whether or not the award or awards, if any, shall be sufficient for the purpose, shall (subject to Force Majeure) proceed diligently to restore any remaining part of the Building not so taken so that the latter shall be a complete, operable, self-contained architectural unit in good condition and repair with such Alterations as Tenant, with the consent of Landlord (if and to the extent required under Article 7) (such work, a "**Condemnation Restoration**").

(i) Tenant shall, within ninety (90) days after the occurrence of any taking pursuant to this Section 14(B), subject to extensions for such periods as Tenant may be delayed as a result of Force Majeure, use commercially reasonable efforts to deliver to Landlord a statement prepared by an architect (subject to approval by Landlord, not to be unreasonably withheld) selected by Tenant setting forth such person's estimate as to the time required to perform the Condemnation Restoration required by such taking and the estimated cost of such Condemnation Restoration. Provided that the condemnation proceeds are made available to Tenant at least ninety (90) days prior thereto, Tenant shall commence the Condemnation Restoration within six (6) months of the date of taking, subject to extensions for such periods as Tenant may be delayed as a result of Force Majeure, and shall reasonably diligently and continuously prosecute such Condemnation Restoration to completion.

(ii) Subject to the provisions and limitations in this Article 14, Depositary shall make available to Tenant for the cost of the Restoration Work, as much of that portion of the condemnation award actually received and held by Depositary, if any, less all reasonable expenses paid or incurred by Depositary, Tenant and Landlord in connection with the condemnation proceedings, as may be necessary to pay the cost of Condemnation Restoration. Such Condemnation Restoration, the estimated cost thereof, the payments to Tenant on account of the cost thereof, Tenant's obligation with respect to condemnation proceeds held by it, shall be done, determined, made and governed in accordance with and subject to the applicable provisions of Articles 7 and 13 hereof as if such amounts were "Restoration Funds" thereunder. Payments to Tenant as aforesaid shall be disbursed in the manner set forth in **Exhibit D** attached hereto. Any balance of the award held by Depositary and any cash and the proceeds of any security deposited with Depositary pursuant to the Section 14(B) remaining after completion of the Condemnation Restoration shall be paid to Landlord and Tenant in accordance with the terms of Section 14(C) hereof. Each of the parties agrees to execute and deliver any and all documents that may be reasonably required in order to facilitate collection of the awards. If the portion of the award made available by Depositary, as aforesaid, is insufficient for the purpose of paying for the Condemnation Restoration, Tenant shall nevertheless be required to make the Condemnation Restoration and pay any additional sums required for the Condemnation Restoration. If any portion of the condemnation award being used as Restoration Funds remains unused after the completion of the applicable

Condemnation Restoration, the Depositary shall disburse such monies to Landlord and Tenant, as the case may, in accordance with the terms of Section 14(C) hereof.

(iii) In the event of any taking of the nature described in this Section 14(B), (a) the award for or attributable to the Premises taken in any proceeding with respect to such taking shall be paid to Depositary if the cost of Condemnation Restoration is more than One Million Dollars (\$1,000,000) (or such lesser dollar amount as may be required by a Superior Mortgagee) or to Tenant, in trust, if such cost is One Million Dollars (\$1,000,000) (or such lesser dollar amount as may be required by a Superior Mortgagee) or less, and (b) any portion of such award or awards in excess of the cost of Condemnation Restoration shall be paid to Landlord and Tenant as described in Section 14(C) hereof.

(C) In the event of any condemnation or taking of all or substantially all of the of the Premises where this Lease and the Term shall terminate as provided in Section 14(A) hereof, or as otherwise provided in this Lease, the award or damages in the condemnation proceeding shall be paid to the Depositary, in trust, and shall be held and disbursed by the Depositary in the following manner and order of priority: (i) first, to the Depositary for its reasonable out-of-pocket costs incurred in holding and disbursing the award in accordance herewith; (ii) second, to Landlord, for the value of Landlord's fee estate in the Premises; and (iii) third, to Tenant, for the value of Tenant's leasehold estate in the Premises. Landlord and Tenant shall execute any and all documents that may be reasonably required in order to facilitate collection of any such awards. Any dispute as to the value of such fee estate or leasehold estate shall be determined by arbitration pursuant to the terms of Section 49(N).

(D) If the whole or any part of the Premises is acquired or condemned temporarily during the Term for any public or quasi-public use or purpose, Tenant shall give prompt notice thereof to Landlord and the Term shall not be reduced or affected in any way and Tenant shall continue to pay in full all items of rent payable by Tenant hereunder without reduction or abatement, and Tenant shall be entitled to receive for itself any award or payments for such use, provided, however, that:

(i) if the acquisition or condemnation is for a period not extending beyond the Term and if such award or payment is made less frequently than in monthly installments, the same shall be paid to and held by Landlord as a fund which Landlord shall apply from time to time to the rent payable by Tenant hereunder, except that if, by reason of such acquisition or condemnation, changes or Alterations are required to be made to the Premises which would necessitate an expenditure to restore the Premises, then a portion of such award or payment mutually agreed by Landlord and Tenant, acting reasonably, as appropriate to cover the expenses of the restoration shall be disbursed by Landlord to Tenant and applied toward the restoration of the Premises as provided in Section 14(B); or

(ii) if the acquisition or condemnation is for a period extending beyond the Term, such award or payment shall be apportioned between Landlord and Tenant as of the Expiration Date; Tenant's share thereof, if paid less frequently than in monthly installments, shall be paid to Landlord and applied in accordance with the provisions of clause (i) above; provided, however, that the amount of any award or payment allowed or retained for restoration of the Premises shall remain the property of Landlord if this Lease expires prior to the restoration of the Premises.

(E) In case of any governmental action not resulting in the taking or condemnation of any portion of the Premises but creating a right to compensation therefor, such as the changing of the grade of any street upon which the Premises abut, this Lease shall continue in full force and effect without reduction or abatement of Fixed Rent or Additional Rent and the award shall be used as provided in Section 14(C) hereof.

(F) Landlord and Tenant shall be entitled to file a claim and otherwise participate in any condemnation or similar proceeding and all hearings, trials and appeals in respect thereof (and any Superior Mortgagee shall have the right to participate in the foregoing).

(G) Tenant, by entering into this Lease, acknowledges and agrees that its rights with respect to any award, awards or damages in respect of any condemnation of the Premises or any part thereof shall derive solely from, and shall be governed solely by, the terms of this Lease.

(H) Landlord in no event shall be required to perform the Condemnation Restoration or any portion thereof or to pay any of the costs or expenses thereof.

(I) Any dispute arising under or in connection with any provision of this Article 14 shall be determined by arbitration pursuant to Section 49(N).

ASSIGNMENT, SUBLETTING, ETC.:

15.

(A) Tenant expressly agrees that neither this Lease nor any part hereof nor the interest of Tenant in any sublease or the rentals thereunder, shall, by operation of law or otherwise, be assigned, mortgaged, encumbered or otherwise transferred by Tenant or Tenant's successors in interest and neither the Premises, nor any part thereof, shall be encumbered in any manner nor sublet or used or occupied for concession or desk space or for mailing privileges, without the prior consent of Landlord in each instance except as otherwise expressly provided in this Article 15. Tenant acknowledges and agrees that the form of any waiver or consent document requested of Landlord by the lessor of any equipment lease for any Tenant's property at the Premises shall be subject to Landlord's consent (such consent not to be unreasonably withheld, conditioned or delayed). Subject to the provisions of Section 15(J) of this Lease, for purposes of this Article 15, (i) the issuance of interests in Tenant, any Guarantor (as hereinafter defined) or any subtenant (whether stock, partnership interests, membership interests in a limited liability company or otherwise) to any person or group of related persons, whether in a single transaction or a series of transactions, in such quantities that after such issuance control of Tenant, Guarantor or any party with the ability to effectively control or direct the business decisions of such party, shall have changed, shall be deemed an assignment of this Lease or such sublease, as the case may be, (ii) a direct or indirect transfer of more than fifty percent (50%) in interest of Tenant, Guarantor or any subtenant by any party or parties in interest whether in a single transaction or a series of transactions shall be deemed an assignment of this Lease, or such sublease, as the case may be, (iii) a take-over agreement shall be deemed an assignment of this Lease, (iv) any person or legal representative of Tenant, to whom Tenant's interest under this Lease passes by operation of law, or otherwise, shall be bound by the provisions of this Article 15, (v) the merger or consolidation of Tenant or Guarantor into or with any other entity shall be deemed an assignment of this Lease, and (vi) any amendment or extension of a sublease shall be deemed a sublease, except for extensions and amendments expressly contemplated under such sublease. Notwithstanding the foregoing, if Tenant is a corporation whose stock is publicly traded on a nationally recognized stock exchange

(including, without limitation, an initial public offering), then clauses (i) and (ii) of the preceding sentence shall not be applicable the issuance of stock or one or more transfers of stock or other beneficial interest in Tenant (whether or not more than fifty percent (50%) of the stock or other beneficial interest in Tenant is so transferred other than to those deemed "insiders" within the meaning of the Securities Exchange Act of 1934, as amended) which is effected through "over-the-counter market" or through any recognized stock exchange. Any assignment (or deemed assignment), sublease (or deemed sublease), license, concession, mortgage, pledge, encumbrance or transfer by Tenant in contravention of this Article 15 shall be void.

(B) If this Lease be assigned, or if the Premises or any part thereof be underlet or occupied by anybody other than Tenant, whether or not in violation of this Article 15, Landlord may, after default by Tenant (after the expiration of all applicable notice and cure periods and then only during the continuance of such default), 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 this 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 Landlord to an assignment or underletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or underletting (which consent shall be granted or withheld using the same criteria as would be applicable to a request for consent made by Tenant pursuant to the provisions of this Article 15), except to the extent such consent is not required under the express terms of this Article.

(C) If Tenant desires to assign this Lease or sublet the Premises in whole or in part, Tenant shall submit to Landlord a written request for Landlord's consent to such assignment or subletting, which request shall be accompanied by the following information (such request shall be referred to herein as "Tenant's A/S Notice"): (i) the name and address of the proposed assignee or subtenant; (ii) a term sheet or letter of intent signed by Tenant and the proposed assignee or proposed subtenant setting forth the terms of the proposed assignment or subletting or the proposed form of assignment or sublease (or other occupancy agreement); (iii) the nature and character of the business of the proposed assignee or subtenant and of its proposed use of the Premises; (iv) current financial information; (v) in the case of a proposed subletting, a description of the proposed sublet space; and (vi) any other information as Landlord may reasonably request with respect to the proposed assignee or subtenant (which information shall be requested by Landlord within five (5) Business Days of Tenant's A/S Notice).

(D) Landlord's consent (which must be in writing and in form reasonably satisfactory to Landlord, Tenant and the proposed assignee or subtenant, as the case may be) to a proposed assignment of this Lease or proposed subletting shall not be unreasonably withheld, conditioned or delayed; it being agreed that it shall not be deemed unreasonable for Landlord to withhold its consent unless the following conditions are satisfied:

(i) the proposed assignee or subtenant has a sufficient financial worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof;

(ii) the proposed use of the Premises (or portion thereof in the case of a sublease) is for the Permitted Use;

(iii) the rental and other terms and conditions of the sublease or the assignment, as applicable, are upon substantially the same economic and substantially the same non-economic terms (i.e., in each instance, there is not a variance in such terms of more than ten percent (10%) as those contained in Tenant's A/S Notice;

(iv) Tenant shall not have (1) advertised or publicized in any way the availability of the Premises (other than to brokers and through customary brokers' flyers) without prior notice to, and approval by, Landlord, which approval Landlord agrees not to unreasonably withhold, condition or delay nor shall any advertisement state the rental rate or the name (as distinguished from the address) of the Building or (2) advertised any rental rate for the Premises (or any portion thereof) with respect to any such proposed assignment or subletting;

(v) on the date of Tenant's A/S Notice and on the effective date of such assignment or sublease, Tenant is not in default hereunder beyond the expiration of any applicable notice and/or grace period; and

(vi) the proposed assignee or sublessee is subject to the jurisdiction of the Courts of the State, City and County of New York, without immunity from prosecution in such jurisdictions.

In the event Landlord shall fail to so designate its granting or denial of consent or request additional information with respect thereto within thirty (30) days after delivery to Landlord of Tenant's A/S Notice, then Tenant shall have the right to give Landlord a reminder notice, which reminder notice shall contain the following caption on the first page thereof in bold and capitalized type: **YOUR CONSENT TO THE PROPOSED [ASSIGNMENT/SUBLEASE] SHALL BE DEEMED GIVEN IF YOU FAIL TO RESPOND TO THIS REQUEST WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE OF YOUR RECEIPT OF THIS NOTICE.** If Landlord fails to grant or deny the requested consent or request additional information with respect thereto within five (5) business days after its receipt of such reminder notice, Landlord's consent to the proposed assignment or sublease, as the case may be, shall be deemed given.

(E) No assignment or sublease shall be valid, and no assignee or subtenant shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord, which sublease or assignment agreement, as applicable, shall be in form reasonably satisfactory to Landlord and shall comply with the applicable provisions of this Article 15.

(F) Each sublease shall expressly provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and that, in the event of any termination, re-entry, or dispossession by Landlord under this Lease, Landlord may, at its option, take over all of the right, title and interest of Tenant as sublandlord under such sublease, and such subtenant shall, at Landlord's option, attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not (a) be liable for any previous act or omission of Tenant under such sublease (except for any such acts or omissions that (x) continue after the date that Landlord succeeds to the interest of Tenant under such sublease, and (y) may be remedied by providing a service or performing a repair), (b) be subject to any offset not expressly provided in such sublease that theretofore accrued to such subtenant against Tenant or (c)

be bound by any previous modification of such sublease not approved in writing by Landlord (such approval to be granted or withheld in accordance with this Article 15) or by any prepayment of more than one month's minimum rent or any additional rent then due Landlord (except to the extent that Landlord actually receives such prepayment).

(G) In the event that Tenant fails to consummate a proposed assignment or subletting that was the subject of a Tenant's A/S Notice within one hundred eighty (180) days after Landlord's receipt of Tenant's A/S Notice, then the provisions of Sections 15(C) and 15(D) shall again apply and Tenant shall be required to submit a new Tenant's A/S Notice (together with the information required to be delivered in connection therewith) if Tenant still desires to assign this Lease or sublease the Premises, whether pursuant to such consummated assignment or sublease transaction or otherwise.

(H) Any assignment or transfer shall be made only if, and shall not be effective until, the assignee shall execute, acknowledge and deliver to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, whereby the assignee shall assume all of the obligations of this Lease on the part of Tenant to be performed or observed.

(I)

(i) If Tenant sublets any portion of the Premises in a transaction for which Landlord's consent is required, Landlord shall be entitled to and Tenant shall pay to Landlord, as Additional Rent (the "**Sublease Additional Rent**"), a sum equal to twenty-five percent (25%) of any rents, additional charges and other consideration payable under the sublease to Tenant by the subtenant in excess of the Minimum Rent and Additional Rent accruing during the term of the sublease in respect of the subleased space (at the rate per square foot payable by Tenant under this Lease) pursuant to the terms of this Lease (including, but not limited to, sums paid for the sale or rental of Tenant's personal property and Alterations less the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax or federal information returns), and after deducting from any rents, additional charges and other consideration payable under the sublease to Tenant any fees or costs paid or incurred by Tenant in connection with such sublease, including, without limitation, the reasonable brokerage and marketing costs paid by Tenant in connection with such sublease, the reasonable legal fees paid by Tenant for the preparation and negotiation of such sublease, any fees paid to Landlord pursuant to Section 15(M), the leasehold improvement costs paid by Tenant to demise (if necessary) and prepare the Premises (or portion thereof) for such sublessee, and any monetary payments (such as an improvement allowance) or free rent provisions actually made by Tenant to induce the sublessee to enter into the transaction. Such Sublease Additional Rent shall be payable as and when received by Tenant. Tenant shall furnish to Landlord reasonable documentation evidencing the calculation of the Sublease Additional Rent.

(ii) If Tenant shall assign this Lease in a transaction for which Landlord's consent is required, Landlord shall be entitled to and Tenant shall pay to Landlord, as Additional Rent, an amount equal to twenty-five percent (25%) of all sums and other consideration paid to Tenant by the assignee for or by reason of such assignment (including, but not limited to, sums paid for the sale or rental of Tenant's

personal property and Alterations less the then net unamortized or undepreciated cost thereof determined on the basis of Tenant's federal income tax or federal information returns), after first deducting therefrom any fees or costs paid or incurred by Tenant in connection such assignment, including, without limitation, the reasonable brokerage and marketing costs paid by Tenant in connection with such transaction, the reasonable legal fees paid by Tenant for the preparation and negotiation of the assignment instrument, any fees paid to Landlord pursuant to Section 15(M), the leasehold improvement costs paid by Tenant to prepare the Premises for such assignee, and any monetary payments (such as an improvement allowance) actually made by Tenant to induce the assignee to enter into the transaction. Such Additional Rent shall be payable as and when received by Tenant from the assignee. Tenant shall furnish to Landlord reasonable documentation evidencing the calculation of such Additional Rent.

(J) Notwithstanding anything to the contrary contained in this Lease, so long as Tenant is not in default hereunder beyond all applicable notice and cure periods, Tenant may, upon at least fifteen (15) Business Days' prior written notice to Landlord but without Landlord's prior written consent and without being subject to Section 15(C) or Section 15(D) hereof or the profit sharing provisions of this Article, assign or transfer its entire interest in this Lease, or sublease all or a portion of the Premises, to a Related Entity, a Mount Sinai Successor Entity and/or to a Third Party Successor Entity, provided that (i) any Third Party Successor Entity satisfies the Financial Standard (as hereinafter defined) or delivers the Assignment Security (as hereinafter defined) to Landlord and (ii) any such transfer is for a legitimate business purpose and is not made for the sole purpose to circumvent the provisions of this Article 15 nor is it made solely to release Guarantor from its obligations under the Guaranty or the Construction Guaranty. For the purposes of this Lease, (a) a "**Related Entity**" means a Mount Sinai Entity or an Affiliate of Tenant or a Mount Sinai Entity, (b) a "**Mount Sinai Successor Entity**" means a corporation or other legal entity into which or with which some or all of the Mount Sinai Entities or their Affiliates but no other parties is merged, reorganized or consolidated, in accordance with applicable statutory provisions for the merger, reorganization or consolidation, provided that by operation of law or by effective provisions contained in the instruments of merger, reorganization or consolidation the liabilities of the corporations or other legal entities participating in such merger, reorganization or consolidation are assumed by the corporation or other business entity surviving such merger, reorganization or consolidation, and (c) a "**Third Party Successor Entity**" means a corporation or other legal entity which is not a Related Entity into which or with which Tenant or its corporate successors or assigns, is merged, reorganized or consolidated, in accordance with applicable statutory provisions for the merger, reorganization or consolidation, provided that by operation of law or by effective provisions contained in the instruments of merger, reorganization or consolidation the liabilities of the corporations or other legal entities participating in such merger, reorganization or consolidation are assumed by the corporation or other business entity surviving such merger, reorganization or consolidation. Notwithstanding anything to the contrary contained in this Lease, any sale or transfer of Tenant's capital stock through any public exchange, or redemption or issuance of additional stock of any class, shall not be deemed an assignment, subletting or any other transfer of this Lease or the Premises. Any party to whom this Lease may be sublet, assigned or transferred without the consent of Landlord under this Section 15(J) shall be referred to as a "**Permitted Transferee**", and any such sublease, assignment or transfer shall be referred to as a "**Permitted Transfer**". Tenant shall notify Landlord promptly after any Permitted Transfer is consummated. Notwithstanding anything to the contrary, it shall be a condition precedent to any Permitted Transfer to a Third Party Successor Entity that such Third Party

Successor Entity has a net worth (exclusive of goodwill) immediately following such Permitted Transfer computed in accordance with generally accepted accounting principles immediately following such Permitted Transfer at least equal to the net worth of Tenant (exclusive of goodwill) immediately prior to such merger, reorganization, consolidation or acquisition (the “**Financial Standard**”) as evidenced by such Third Party Successor Entity’s separate unconsolidated financial statements dated not more than fifteen (15) months prior to the date submitted to Landlord, delivered to Landlord no less than fifteen (15) Business Days prior to the proposed effective date of such Permitted Transfer; it being agreed that Tenant shall not be required to provide Landlord with such financial statements if disclosure of the transaction is prohibited by confidentiality requirements or by Legal Requirements, in which event Tenant shall provide Landlord with such financial statements within five (5) Business Days after such transaction has been consummated. In the event that the net worth of Tenant (exclusive of goodwill) immediately prior to such merger,, reorganization, consolidation or acquisition was One Billion Dollars (\$1,000,000,000) or more and immediately following such merger, reorganization, consolidation or acquisition the net worth of such Third Party Successor Entity (exclusive of goodwill) is (i) \$750,000,000 to \$999,999,999.99, then, as a condition of the effectiveness of such assignment, such Third Party Successor Entity shall deposit with Landlord a Letter of Credit (as hereinafter defined) in an amount equal to one (1) year’s worth of the then payable Minimum Rent, (ii) \$500,000,000 to \$749,999,999.99, then, as a condition of the effectiveness of such assignment, such Third Party Successor Entity shall deposit with Landlord a Letter of Credit in an amount equal to eighteen (18) months’ worth of the then payable Minimum Rent, (iii) \$250,000,000 to \$499,999,999.99, then, as a condition of the effectiveness of such assignment, such Third Party Successor Entity shall deposit with Landlord a Letter of Credit in an amount equal to twenty-four (24) months’ worth of the then payable Minimum Rent, or (iv) at or below \$0.00 to \$249,999,999.99, then, as a condition of the effectiveness of such assignment, such Third Party Successor Entity shall deposit with Landlord a Letter of Credit in an amount equal to thirty -six (36) months’ worth of the then payable Minimum Rent (the amount of any such applicable security deposit shall be referred to herein as the “**Assignment Security**”). Tenant shall not be obligated to deliver the Assignment Security to Landlord in the event that the net worth of Tenant (exclusive of goodwill) does not decrease immediately following such merger, reorganization, consolidation or acquisition, regardless of the net worth of Tenant immediately prior to such merger, reorganization, consolidation or acquisition. If the event that Tenant shall post Assignment Security pursuant to this Section 15(J) and thereafter the net worth of Tenant (exclusive of goodwill) shall increase to at least \$1,000,000,000, then Landlord shall promptly return the Letter of Credit to Tenant and shall consent to the termination of the Letter of Credit. The aforementioned amount of One Billion Dollars (\$1,000,000,000) as used each time in this Section 15(J), as well as each of the amounts set forth in clauses (i) - (iv) above shall be adjusted on each anniversary of the Effective Date to reflect the percentage increase in the Price Index (as hereinafter defined) that has theretofore occurred from the Price Index that was in effect on the Effective Date). For purposes of this Section 15(J), “**Price Index**” shall mean the Consumer Price Index for All Urban Consumers, New York, N.Y. — Northern New Jersey — Long Island, 1982-84=100. If the Bureau of Labor Statistics should cease to publish such index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in the cost of living determined in a similar manner or by substitution, combination or weighting of available indices, expenditure groups, items, components or population, published by the Bureau of Labor Statistics or by a responsible financial periodical or recognized authority shall be designated by Landlord to be the Price Index thereafter. For the avoidance of doubt, it is understood and agreed that the Financial Standard test is not applicable with respect to an assignment or transfer of this Lease to a Related Entity or to a Mount Sinai Successor Entity and shall only apply with respect

to a Third Party Successor Entity. A merger, reorganization, consolidation or acquisition of Guarantor which is not solely among some or all of the Mount Sinai Entities or their Affiliates shall be subject to the same foregoing net worth test and obligation to post security and other conditions set forth in this Section 15(J) as if Guarantor were the Tenant under this Lease. It is understood and agreed that in determining the net worth of any Third Party Successor Entity or Guarantor pursuant to this Article 15 (including Section 15(N)), such net worth shall be determined using the same methodology used to determine the net worth of the Guarantor in the Guarantor's audited financial statements for the period ending December 31, 2017, copies of which have been made available to Landlord.

(K) (i) In the event that Tenant shall be required to post Assignment Security pursuant to Section 15(J) of this Lease, such security shall be in the form of a Letter of Credit. In the event Tenant defaults in the performance of any of the terms of this Lease beyond the expiration of any applicable notice and cure period, including the payment of rent, or in the event of a Bankruptcy Event, Landlord may use, apply or retain the whole or any part of the Assignment Security to the extent required for the payment of any rent or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms of this Lease beyond the expiration of any applicable notice and cure period, including any damages or deficiency in the re-letting of the Premises, whether accruing before or after summary proceedings or other re-entry by Landlord. In the case of every such use, application or retention, Tenant shall, within ten (10) Business Days of demand, deliver to Landlord a replacement Letter of Credit in the amount so used, applied or retained. Provided no default by Tenant shall then exist under this Lease, Landlord shall return the Letter of Credit (and any cash security then held by Landlord if Landlord shall have theretofore drawn down on the Letter of Credit) to Tenant within thirty (30) days after the Expiration Date (or on such later date when all such defaults are cured).

(ii) The Assignment Security shall be maintained in the form of an irrevocable standby letter of credit (a "**Letter of Credit**") in the aggregate amount of required pursuant to Section 15(J) of this Lease, in form and substance reasonably satisfactory to Landlord, and issued by a member bank of the Clearing House Association (or a successor thereto), reasonably acceptable to Landlord, and having a net worth of not less than One Billion and 00/100 (\$1,000,000,000.00) Dollars (hereinafter referred to as the "**Issuing Bank**") payable upon the presentation by Landlord to such bank in New York City (or if outside of New York City, by facsimile or overnight courier) of a sight draft, without presentation of any other documents, statements (other than a statement or certification to the effect that Landlord is entitled to draw upon the Letter of Credit pursuant to this Lease) or authorizations (a "**Letter of Credit**"), which Letter of Credit shall provide for the continuance of such credit for the period of at least one (1) year from the date hereof. If such Assignment Security is required, Tenant must renew or replace the Letter of Credit so that at all times during the Term and for at least three (3) months beyond the Expiration Date a Letter of Credit shall be in place. Each Letter of Credit to be deposited and maintained with Landlord (or the proceeds thereof) shall be held by Landlord as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease, and in the event that (x) any default occurs under this Lease beyond the expiration of any applicable notice and cure period, or (y) Landlord transfers its right, title and interest under this Lease to a third party and the bank issuing such Letter of Credit does not consent to the transfer of such Letter of Credit to such third party, or (z) if Tenant shall fail to renew, extend or replace the Letter of Credit within sixty (60) days prior to the initial or any future expiration date of such Letter of Credit, then, in any such event, Landlord may draw on such Letter of Credit (and with respect to any statement required to be delivered by Landlord to the Issuing Bank in connection with such drawing, such failure to timely

renew, extend or replace the letter of credit shall be deemed to be a default under this Lease), and the proceeds of such Letter of Credit shall then be held and applied as security (and be replenished, if necessary) as provided in this Section. Tenant shall pay as Additional Rent all reasonable out-of-pocket costs and fees actually incurred by Landlord in connection with such Letter of Credit, including, but not limited to: (i) Landlord's reasonable attorneys' fees; and (ii) any fees imposed by the issuer of said Letter of Credit, in connection with the replacement, substitution, amendment or, in the event Landlord transfers its right, title and interest under this Lease to a third party, transfer of the Letter of Credit described herein. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant is obligated to provide Landlord with Replacement Security (as hereinafter defined) within fifteen (15) days of notice from Landlord if any of the following events (each, a "**Triggering Event**") occurs: (1) the Issuing Bank of the Letter of Credit is placed into receivership or conservatorship by the Federal Deposit Insurance Corporation or any successor or similar entity; (2) the Issuing Bank of the Letter of Credit fails to meet the Minimum Rating Requirement (as hereinafter defined); or (3) the net worth of the Issuing Bank of the Letter of Credit is less than One Billion and 00/100 Dollars (\$1,000,000,000.00). Within fifteen (15) days of Landlord's notice to Tenant of a Triggering Event, Tenant shall replace the Letter of Credit with either a letter of credit issued by an Eligible Issuer or other security (the "**Replacement Security**") acceptable to Landlord in its sole and absolute discretion. If Tenant fails to provide the Replacement Security as aforesaid, then, notwithstanding anything in this Lease to the contrary, (1) such failure shall constitute a default under this Lease for which there shall be no notice or grace or cure periods being applicable thereto other than the aforesaid fifteen (15) day period and Landlord shall be entitled to exercise any and all rights and remedies provided under this Lease, and (2) Landlord may immediately draw upon the Letter of Credit in whole or in part, and the proceeds thereof shall be held or applied, as applicable, pursuant to the terms of this Lease. Notwithstanding the foregoing or anything to the contrary contained herein, in the event that a Triggering Event shall occur and, at such time, no nationally recognized bank qualifies as an Eligible Issuer, then (x) Landlord shall draw upon the Letter of Credit in whole or in part, and the proceeds thereof shall be held or applied, as applicable, pursuant to the terms of this Lease, and (y) Tenant shall not be obligated to deliver Replacement Security.

(iii) The term "**Eligible Issuer**" means any depository institution that is a member of the Clearing House Association, with offices for banking purposes in the City of New York and having a net worth calculated in accordance with generally accepted accounting principles, consistently applied, of not less than One Billion Dollars (\$1,000,000,000), the long term unsecured debt obligations of which are rated at least "BBB+" by Standard & Poor's Ratings Group, a division of the McGraw-Hill Companies ("**S&P**"), or, if an S&P rating is unavailable, "BBB+" by Fitch IBCA, Inc. ("**Fitch**") or "Baa1" by Moody's Investors Service, Inc. ("**Moody's**") (such rating requirements, collectively, the "**Minimum Rating Requirement**").

(iv) Tenant covenants that it will not assign or encumber the Assignment Security, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, or attempted encumbrance.

(L) Tenant has advised Landlord that one or more Affiliates of Tenant or entities with whom Tenant has an ongoing business relationship other than as an occupant of the Premises (each a "**Permitted User**") may from time to time be using space in the Premises. Notwithstanding anything to the contrary in this Article 15 each Permitted User shall be allowed such use, without Landlord's consent and without being subject to the profit sharing provisions of this Article, but upon at least 10 days' prior notice to Landlord upon the following conditions: (i)

the Permitted User shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to service of process in, and the jurisdiction of the court of, the State of New York, (ii) there will be no separate entrances or demising walls for the Permitted User, and (iii) Tenant shall receive no rent, payment or other consideration in connection with such occupancy in respect of such space greater per rentable square foot than the rent payable hereunder or other consideration for actual services rendered or provided by or for such occupant. With respect to each and every Permitted User, the following shall apply: (1) each Permitted User shall have no privity of contract with Landlord and therefore shall have no rights under this Lease, and Landlord shall have no liability or obligation to the Permitted User under this Lease for any reason whatsoever in connection with such use or occupancy, which use and occupancy shall be subject and subordinate to this Lease, (2) each Permitted User shall use the Premises in conformity with all applicable provisions of this Lease, and (3) Tenant shall be liable for the acts of such Permitted User in the Premises.

(M) Notwithstanding anything to the contrary contained in this Lease, so long as Tenant is not in default hereunder beyond all applicable notice and cure periods, Tenant may, upon at least fifteen (15) Business Days' prior written notice to Landlord but without Landlord's prior written consent, sublease up to twenty percent (20%) of the Premises to community benefit organizations (a "CBO") upon the following conditions: (i) the CBO's shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to service of process in, and the jurisdiction of the court of, the State of New York, (ii) each CBO shall use the Premises in conformity with all applicable provisions of this Lease, (iii) Tenant shall be liable for the acts of such CBO's in the Premises, (iv) the CBO shall not be permitted to further sublease or license its space, (v) Tenant shall not receive any rent or other fee in excess of the per square foot rent paid by Tenant hereunder for the use by the CBO of such space, (vi) the CBO is of a character, is engaged in a business, and uses the Premises in a manner in keeping with the standards in such respects of the Building as are permitted hereunder with respect to Tenant, (vii) the use and occupancy by the CBO is otherwise expressly subject to all of the terms, covenants, conditions and obligations on Tenant's part to be observed and performed under this Lease, including Tenant's obligation to indemnify Landlord for all matters arising out of the CBO's use of the Premises pursuant to Section 12(B) of this Lease, (viii) prior to the use of the Premises by the CBO, the name of such CBO shall be furnished to Landlord, (ix) any violation of any provision of this Lease by the CBO shall be deemed to be a default by Tenant under such provision, (x) the CBO shall have no recourse against Landlord whatsoever on account of any failure by Landlord to perform any of its obligation under the Lease or on account of any other matter, and (xi) all other provisions of this Article 15 (except for consent and profit-sharing) shall apply to any sublease to the CBO.

(N) In no event shall any assignment or subletting (including any assignment not requiring Landlord's consent hereunder) release or relieve (a) Tenant from its obligations to fully perform all of the terms, covenants and conditions of this Lease on Tenant's part to be performed, or (b) Guarantor of its obligations to fully perform under the Construction Guaranty and the Guaranty (as hereinafter defined). Notwithstanding the foregoing, if this Lease is assigned by Tenant to an unrelated third party and Landlord consents thereto in writing upon and subject to all of the terms and conditions of this Lease, Guarantor shall be released of all liabilities under the Guaranty and the Construction Guaranty thereafter arising; provided that (i) Tenant shall not then be in default under this Lease and Guarantor shall not then be in default under either the Guaranty or the Construction Guaranty, (ii) Landlord shall receive (x) a fully executed guaranty (the "**New Guaranty**") substantially in the form of the Guaranty attached to this Lease as **Exhibit F** and

(y) a fully executed construction guaranty (the “**New Construction Guaranty**”) substantially in the form of the Construction Guaranty attached to this Lease as **Exhibit C** from a new guarantor (1) having a net worth (exclusive of goodwill) computed in accordance with generally accepted accounting principles at least equal to Five Billion Dollars (\$5,000,000,000) (it being understood that the aforesaid amount of Five Billion Dollars (\$5,000,000,000) shall be adjusted on each anniversary of the Effective Date to reflect the percentage increase in the Price Index that has theretofore occurred from the Price Index that was in effect on the Effective Date), and (2) having a credit rating (issued by issued by a nationally recognized statistical rating organization for purposes of Section 15E of the Securities Exchange Act of 1934) at least equal to the credit rating of Guarantor as of the Effective Date, and (iii) Tenant shall supply Landlord with evidence reasonably satisfactory to Landlord of such new guarantor’s net worth and credit rating. Such release shall be effective from and after the date that is the latest to occur of: (I) the date of such assignment, or (II) the date upon which Tenant shall deliver a New Guaranty and New Construction Guaranty to Landlord together with the information required pursuant to clause (iii) above, or (III) the date upon which Tenant shall cure any outstanding default under this Lease.

(O) Tenant shall reimburse Landlord (whether or not the proposed transaction is consummated), within thirty (30) days after demand, as Additional Rent, for all reasonable out-of-pocket costs incurred by Landlord in connection with any assignment or sublease (whether or not, in either instance, Landlord’s consent is required therefor) or sublease, including the costs of making investigations as to the acceptability of the proposed assignee or subtenant (or whether such proposed assignee or subtenant satisfies the conditions set forth in this Article 15) and reasonable attorney’s fees and disbursements actually incurred by Landlord in connection with the granting or reviewing of any matters reasonably related to any such assignment, subletting or other transfer by Tenant hereunder.

(P) (i) Notwithstanding anything to the contrary contained in this Article 15, if Tenant subleases the entire Premises with Landlord's consent and such sublease constitutes a Qualifying Sublease (as hereinafter defined), Landlord shall, upon the request of Tenant, provided that Tenant shall not then be in default under this Lease beyond the expiration of any applicable notice and cure periods, execute and deliver to the subtenant, an agreement stating, in substance, that so long as such subtenant shall not be in default of any of its obligations under the Qualifying Sublease, beyond the expiration of any applicable notice and grace period, such subtenant's leasehold estate shall not be terminated or disturbed by reason of the termination of this Lease in the event of the default of Tenant hereunder, provided that (x) such subtenant shall attorn to and recognize Landlord as the sublandlord under such Qualifying Sublease, (y) upon the recognition and attornment by the subtenant and Landlord, the subtenant shall thereafter be obligated to pay fixed annual rent and escalation rent equal to the greater of the Minimum Rent (prorated on a per rentable square foot basis based on rentable square footage of the subleased space) payable under this Lease and the fixed annual rent and escalation rent payable under the Qualifying Sublease, and (z) such subtenant shall agree not to enter into any modification, amendment or abridgement of such Qualifying Sublease without Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon the attornment and recognition referred to in the preceding sentence, the Qualifying Sublease shall continue in full force and effect as, or as if it were, a direct lease between Landlord and such subtenant upon all of the then executory terms, conditions and covenants as are set forth in such Qualifying Sublease, except that Landlord shall not be (1) liable for any previous act, omission or default of any prior sublessor under such Qualifying Sublease (except for any such acts or omissions that (x) continue to the date that Landlord succeeds to the interest of Tenant under the Qualifying Sublease, and (y) may be

remedied by providing a service or performing a repair) or for the return of any security deposit unless actually received by Landlord; (2) subject to any offsets, claims or defenses which such subtenant might have against any prior sublessor under such Qualifying Sublease; (3) bound by any fixed annual rent or escalation rent which such subtenant might have paid to any prior sublessor for more than one month in advance; (4) bound by any covenant to undertake or complete any construction of the Premises or any portion thereof demised by the sublease or to pay any sums to subtenant or to provide any work allowance or contribution in connection therewith; (5) bound by any obligation to make any payment to the subtenant, except for services, repairs, maintenance and restoration provided for under the sublease to be performed after the date of the termination of this Lease, it being expressly understood, however, that Landlord shall not be bound by any obligation to make payment to a subtenant with respect to construction performed by or on behalf of such subtenant in the subleased portion of the Premises; or (6) bound by any waiver or forbearance under such Qualifying Sublease.

(ii) Tenant shall reimburse Landlord, as Additional Rent, within thirty (30) days after demand for any reasonable out-of-pocket attorneys' fees and disbursements actually incurred by Landlord in connection with the granting of a non-disturbance agreement under this Section 15(P). For purposes of this Lease, a "**Qualifying Sublease**" shall be deemed to mean a sublease entered into with Landlord's prior written consent, to a single subtenant of the entire Premises for the entire remaining Term who is not an Affiliate of Tenant and who satisfies the Non-disturbance Financial Test (as hereinafter defined) as of the date upon which the non-disturbance agreement is executed and delivered by Landlord. The "**Non-disturbance Financial Test**" shall mean that the subtenant (and/or any guarantor of the subtenant's obligations under the Qualifying Sublease) shall satisfy the Financial Standard at the time of execution of such non-disturbance agreement, as evidenced by the subtenant's (and/or the guarantor's) separate unconsolidated financial statements, and dated not more than fifteen (15) months prior to the date submitted to Landlord, delivered to Landlord along with Tenant's request for a non-disturbance agreement (which financial statement shall relate to the subtenant's and/or guarantor's immediately preceding fiscal year).

ELEVATORS AND UTILITIES:

16.

(A) Electricity: Landlord shall permit Tenant to receive electrical service directly from the public utility or another utility service provider currently supplying electrical service to the Building and shall permit the existing feeders, risers, wiring and other electrical facilities serving the Premises to be used by Tenant for such purposes to the extent that they are available, suitable and safe. Tenant shall, at its own expense, but subject to all of the terms and conditions of the Lease, including, but not limited to, Articles 7, install any necessary electrical meter equipment, panel boards, feeders, risers, wiring and other conductors and equipment which may be required to obtain electrical energy directly from the public utility or another utility service provider supplying the same. Tenant's use of electric current in the Premises shall not at any time exceed the capacity of any of the electrical conductors, feeders or risers and equipment in the Building or otherwise serving the Premises. Landlord shall have no liability whatsoever to Tenant with respect to electrical service. The costs of such service shall be paid by Tenant directly to such public utility or another utility service provider. Tenant, at Tenant's sole cost and expense, shall

furnish and install all lamps (including incandescent and fluorescent), lighting tubes, bulbs, starters and ballasts used in the Premises.

(B) Elevators: On the Commencement Date, Landlord shall assign to Tenant all warranties with respect to the Building's elevators. Tenant shall be responsible for the repair, replacement and maintenance of the elevators, and shall promptly notify Landlord of any damage to, or malfunction of, the elevators. During the Term, Tenant shall keep in force a maintenance contract, upon such terms that are reasonably acceptable to Landlord, for the elevators, using a maintenance company reasonably acceptable to Landlord. Tenant shall provide Landlord with a true and correct copy of such maintenance contract within thirty (30) days of the Commencement Date and Tenant shall also provide Landlord with true and correct copies of any renewals thereof prior to the expiration of the term of such maintenance contract.

(C) Utilities: Landlord shall not be required to furnish any utilities whatsoever to the Premises or any part thereof. Tenant shall pay all charges (including, but not limited to, any taxes) for all water, electric, telephone, steam, gas, oil, compressed air lines, sewer collection lines, water distribution, chilled water distribution, fire protection distribution on the Land, together with all appurtenances thereto (collectively, the "Utilities") furnished to the Premises during the Term. Tenant acknowledges and agrees that it is solely responsible to obtain and maintain service with respect to all Utilities at the Premises.

ACCESS TO PREMISES:

17.

(A) Subject to the remainder of this Article 17, to the extent reasonably necessary, Landlord or Landlord's agents shall have the right to enter the Premises in any emergency at any time, and, at other reasonable times, upon reasonable prior notice to Tenant, to examine the same and to make such repairs and replacements as Landlord is required to make pursuant to this Lease or which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform or to comply with Legal Requirements. Landlord shall promptly repair, at Landlord's expense, any damage caused during the course of such work and/or entry into the Premises, and shall restore the Premises as nearly as reasonably practicable to the condition existing prior to such installation but in no event shall Landlord be obligated to employ overtime labor or to incur any extraordinary expenses in connection therewith. Landlord may, during the progress of any work in the Premises, take materials and equipment into the Premises without the same constituting an eviction. In connection with any work by Landlord in the Premises pursuant to the terms of this Article 17, Landlord shall not, pursuant to the terms of the preceding sentence, store materials in the Premises in connection therewith that shall not be used by Landlord in Landlord's good faith judgement by the end of the following business day. Landlord shall have the right to enter the Premises at reasonable hours, upon reasonable prior notice to Tenant, to show the same to prospective purchasers or mortgagees, and during the last year of the Term, to showing prospective tenants. If Tenant is not present to open and permit an entry into the Premises, Landlord or Landlord's agents may enter whenever necessary or permissible by master key or forcibly (in the event of any emergency) and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Landlord or its agents liable therefor, except that Landlord shall promptly repair any damage; it being understood and agreed that Tenant shall reasonably cooperate with Landlord in providing access to

locked areas of the Premises. In connection with any access under this Article, (1) Landlord shall provide Tenant with reasonable prior notice (but in no event less than twenty-four (24) hours, except in the case of emergency), (2) Landlord and its agents shall at all times be accompanied by a representative of Tenant (so long as Tenant makes such representative available), (3) Landlord shall cause as little inconvenience, annoyance and disturbance to Tenant as may be reasonably possible under the circumstances (provided that Landlord shall not be required to utilize overtime or premium pay labor or incur any extraordinary costs in connection therewith unless Tenant shall request that Landlord perform the same on an overtime or premium pay basis and Tenant shall agree to reimburse Landlord for the same as additional rent hereunder) and (4) Landlord shall comply with all reasonable safety, security and crisis management policies and procedures as may then be in effect with respect to Tenant's operations in the Premises.

(B) Any work performed or installations made pursuant to this Article 17 shall be made with reasonable diligence and otherwise pursuant to Section 8(A).

(C) Landlord acknowledges that Tenant is a health care provider subject to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and Tenant is required to maintain the privacy of its patients. In connection with any entry to the Premises by Landlord, Landlord, its employees, agents and contractors shall use commercially reasonable efforts to avoid contact with such confidential patient records or other information.

VAULT, VAULT SPACE, AREA:

18. No vaults, vault space or area, not within the property line of the Building is leased hereunder. Landlord 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, Landlord 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.

BANKRUPTCY:

19. (A) Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any debtor-in-possession, trustee, or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the “Bankruptcy Code”). If this Lease is assigned pursuant to the Bankruptcy Code, any and all consideration for such assignment shall be paid to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies and other consideration due under the preceding sentence shall be held in trust for the benefit of Landlord and be promptly paid to or turned over to Landlord.

(B) Anything elsewhere in this Lease to the contrary notwithstanding, this Lease may be cancelled by Landlord by the sending of a notice to Tenant within a reasonable time

after the happening of any one or more of the following events (each, a “**Bankruptcy Event**”): (i) the commencement of a case in bankruptcy or under the laws of any state naming Tenant or any Guarantor as the debtor; which case shall not have been dismissed within one hundred twenty (120) days after the institution thereof, or (ii) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. If this Lease shall be assigned in accordance with its terms, the provisions of this Article 19 shall be applicable only to the party then owning Tenant’s interest in this Lease.

(C) It is stipulated and agreed that in the event of the termination of this Lease pursuant to Section 19(B) hereof, Landlord shall forthwith be entitled to recover from Tenant as and for liquidated damages an amount computed as provided in Section 21(B) hereof. Nothing herein contained shall limit or prejudice the right of Landlord 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.

DEFAULT:

20. (A) This Lease is subject to the limitation that if (i) Tenant shall default in the payment of the Minimum Rent reserved herein or any item of Additional Rent or any part of either for more than ten (10) Business Days after notice from Landlord of such default is delivered by Landlord to Tenant; (ii) Tenant shall default in the performance of any of the provisions of Article 5 and Tenant fails to remedy such default within ten (10) Business Days after notice of such default from Landlord to Tenant; (iii) Tenant shall default in the performance of any of the provisions of Section 7(D) and Tenant fails to remedy such default within five (5) Business Days after notice of such default from Landlord to Tenant; (iv) Tenant transfers this Lease in violation of the provisions hereof and fails to cure such violation within fifteen (15) days after Landlord notifies Tenant thereof; (v) Tenant shall allow any insurance policy required under Article 33 to lapse; (vi) Tenant defaults in fulfilling any of the covenants of this Lease, other than the covenants for the payment of Minimum Rent or Additional Rent or other enumerated defaults in this Section 20(A), then, in any one or more of such events, upon Landlord serving a written thirty (30) days’ notice upon Tenant specifying the nature of said default, and upon the expiration of said thirty (30) 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 such a nature that the same cannot be completely cured or remedied within said thirty (30) day period, and if Tenant shall not have diligently commenced curing such default within said thirty (30) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default; (vii) Guarantor shall default beyond any applicable notice and/or cure period under the Guaranty of Construction or the Guaranty; (viii) the Premises are abandoned; or (ix) any execution or attachment shall be issued against Tenant or any of Tenant’s property whereupon the Premises shall be taken or occupied by someone other than Tenant without Landlord’s express consent, except in accordance with Article 15 of this Lease, and in each case that is not cured within fifteen (15) days of delivery to Tenant of notice of such default, then in any of said events Landlord may give to Tenant notice of intention to terminate this Lease to end the Term and the estate hereby granted at the expiration of five (5) business days from the date of the delivery of such notice, and, in the event such notice is given, this Lease and the Term and estate hereby granted (whether or not the Term shall have commenced) shall terminate upon the expiration of said five (5) business days with the same effect as if that day were the Expiration Date, but Tenant shall remain liable for damages as hereinafter provided in this Article 20.

(B) Nothing in Section 20(A) shall be deemed to require Landlord to give any further notice in addition to the notices, if any, required under such Section prior to the commencement of a summary proceeding for nonpayment of rent or a plenary action for the recovery of rent on account of any default in the payment of the same; it being intended that such notices are for the sole purpose of creating a conditional limitation hereunder pursuant to which this Lease shall terminate, and if Tenant thereafter remains in possession or occupancy, it shall become a holdover tenant.

REMEDIES OF LANDLORD AND WAIVER OF REDEMPTION:

21. (A) In case of any such default beyond the expiration of any applicable notice and/or cure period, re-entry, expiration and/or dispossess by summary proceedings or otherwise, (i) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, together with such expenses as Landlord may incur for attorneys' fees and disbursements, brokerage, and/or putting the Premises in good order, or for preparing the same for re-rental; (ii) Landlord may (but without any obligation to do so) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms, which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term and may grant concessions or free rent, and/or (iii) Tenant also shall be liable for and shall pay to Landlord, as liquidated damages, any deficiency ("**Deficiency**") between the Minimum Rent for the period that otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting for any part of such period (after first deducting from the rents collected under any such reletting all of Landlord's reasonable out-of-pocket expenses in connection with the termination of this Lease, Landlord's reentry upon the Premises and such reletting, including, but not limited to, all repossession costs, brokerage commissions, reasonable attorneys' fees and disbursements, alteration costs and other expenses of preparing the Premises for such reletting); any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Lease for payment of installments of Minimum Rent; Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding; and. The failure of Landlord to re-let the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. Landlord, in putting the Premises in good order or preparing the same for re-rental may, at Landlord's option, make such alterations, repairs, replacements, and/or decorations in the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises. Landlord shall not be liable for failure to re-let the Premises, or in the event that the 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. Landlord 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 Landlord 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 in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

(B) In the event this Lease is terminated pursuant to the provisions of Article 20 herein, then in addition to the remedies Landlord may have pursuant to Section 21(A) herein, but in lieu of any further Deficiency, Landlord may elect, at its option, to recover from

Tenant, as and for liquidated damages, and not as a penalty, an amount equal to the difference between (1) the Minimum Rent, Additional Rent and Taxes and charges equivalent to rent payable hereunder for the remainder of the stated Term (less any Deficiency previously collected by Landlord) and (2) the reasonable rental value of the Premises for the remainder of the stated Term, both discounted at the rate of six percent (6%) per annum to present worth, all of which shall be immediately due and payable by Tenant. In determining the rental value of the Premises for such period, the rental realized by any reletting, if such reletting be accomplished by Landlord within a reasonable period of time after the termination of this Lease, shall be deemed prima facie to be the rental value. Landlord shall not be liable in any way whatsoever for its failure or refusal to relet the Premises or any part thereof, or if the Premises are so relet, for its failure to collect the rent under such reletting, and no refusal or failure to relet or failure to collect rent shall affect Tenant's liability for damages or otherwise hereunder. Nothing herein contained shall limit or prejudice the right of Landlord 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 amounts referred to herein. Tenant acknowledges and agrees that the foregoing shall not be deemed to limit any remedy Landlord may otherwise have pursuant to the provisions of this Lease.

(C) Tenant, on its own behalf and on behalf of all persons claiming by, through or under Tenant, including all creditors, does, to the fullest extent permitted by law, hereby expressly waive any and all rights which Tenant and all such persons might otherwise have to (i) the service of any notice of intention to re-enter or to institute legal proceedings to that end (except for any notices expressly provided for in this Lease, including, without limitation, this Article 21), (ii) redeem the Premises or any interest therein, (iii) re-enter or repossess the Premises, or (iv) restore the operation of this Lease, after Tenant shall have been dispossessed by a judgment or by a warrant of any court or judge, or after any re-entry by Landlord, or after any termination of this Lease, whether such dispossession, re-entry by Landlord or termination shall be by operation of law or pursuant to the provisions of this Lease.

(D) In the event of any breach or threatened breach by Tenant or Landlord hereunder or by any person or entity claiming through Tenant or Landlord, as the case may be, of any term, covenant or condition of this Lease, the other party shall have the right to enjoin such breach or threatened breach or, subject to the limitations contained herein, to invoke any other right or remedy allowed by law or in equity. Landlord's maintenance of an action for injunctive relief and/or for specific performance shall not deprive Landlord of its right to commence a summary proceeding against Tenant by reason of Tenant's breach of a material obligation of this Lease.

(E) Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right provided for in this Lease or now or hereafter existing at law or in equity (including, without limitation, the equitable remedies of specific performance and injunctive relief), by statute or otherwise, and the exercise or beginning of the exercise by a party of any one or more of such rights shall not preclude the simultaneous or later exercise by such party of any or all other rights provided for in this Lease or now or hereafter existing at law or in equity, by statute or otherwise.

(F) Tenant acknowledges that Landlord's damages resulting from any breach of the provisions of Article 2 are difficult, if not impossible, to ascertain and concedes that, among other remedies for such breach permitted by law or the provisions of this Lease, Landlord shall

be entitled to enjoin Tenant from any violation of said provisions. Tenant acknowledges and agrees that the provisions of this Section 21(F) are a material inducement to Landlord for the execution of this Lease.

(G) If (i) such default beyond the expiration of all applicable notice and cure periods shall occur under this Lease, (ii) Tenant fails to make any repairs that Tenant is required to make under this Lease within ten (10) business days after delivery to Tenant of a written demand therefor by Landlord, or if Tenant commences such a tenant repair and thereafter fails to diligently prosecute such repair for a period of ten (10) business days after written demand by Landlord or (iii) Tenant shall fail to comply with any of its other obligations under this Lease and, as a result of such failure, the preservation of property or the safety of any tenant, occupant or other person is imminent, Landlord may, after reasonable prior notice to Tenant except in an emergency (in which event Landlord shall provide Tenant with such notice as is reasonably practicable under the circumstances), perform the same for the account of Tenant or make any expenditure or incur any obligation for the payment of money for the account of Tenant; provided that any expenditures or costs incurred by Landlord under this Section 21(G) for the performance of Tenant's obligations shall be reasonable. All reasonable amounts actually expended by Landlord in connection with the foregoing, including, without limitation, reasonable out-of-pocket attorneys' fees and disbursements in instituting, prosecuting or defending any action or proceeding or recovering possession of the Premises, and the cost thereof, shall be deemed to be Additional Rent hereunder and shall be paid by Tenant to Landlord within thirty (30) days of rendition of any bill or statement to Tenant therefor.

(H) The provisions of this Article 21 shall survive the expiration or earlier termination of this Lease.

FEES AND EXPENSES:

22. If Tenant shall default under this Lease which shall continue after the expiration of any applicable notice and/or cure period, including, without limitation, any default with respect to the insurance required to be carried by Tenant pursuant to Article 33 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, in connection therewith makes any expenditures or incurs any obligations for the payment of money, including but not limited to reasonable attorneys' fees and disbursements, 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 thirty (30) days of rendition of any bill or statement to Tenant therefor, and if the 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.

NO REPRESENTATIONS BY LANDLORD:

23. Except as otherwise expressly set forth in this Lease, neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Building, the Land or the Premises, the rents, leases, expenses of operation or any other matter or thing related to the Premises except as herein expressly set forth. Tenant has inspected the Building and the Premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" subject to Landlord's repair and replacement obligations under this Lease, and acknowledges that the taking of possession of the Premises on the Commencement Date by Tenant

shall be conclusive evidence that the Premises and the Building were in good and satisfactory condition at the time such possession was so taken, subject to Landlord's repair and replacement obligations under this Lease. All understandings and agreements heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord and Tenant.

END OF TERM:

24. Upon the expiration or earlier termination of the Term, Tenant shall quit and surrender to Landlord the Premises, broom clean, vacant, in good order and condition, ordinary wear and tear and damage by fire or other casualty excepted, and Tenant shall perform any restoration obligation imposed upon Tenant pursuant to the terms hereof, including, without limitation, Article 7 and remove all of its personal property. Tenant's obligation to observe or perform this covenant shall survive the expiration or earlier termination of the Term. If the last day of the Term 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 on the preceding business day.

QUIET ENJOYMENT:

25. So long as this Lease shall be in full force and effect, Landlord covenants that Tenant may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

FAILURE TO GIVE POSSESSION:

26. Except as otherwise expressly set forth herein, if Landlord is unable to give possession of the Premises on the Commencement Date, because of the holding-over or retention of possession of any tenant, undertenant or occupants, or for any other reason, Landlord shall not be subject to any liability for failure to give possession on said date and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any wise to extend the Term, or of any rent abatement or free rent period provided herein, if any. If permission is given to Tenant to enter into the possession of the Premises prior to the Commencement Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease. 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.

NO WAIVER:

27. The failure of Landlord or Tenant 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 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 Landlord, or the payment by Tenant, of rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver and no provision of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing signed by the party to be charged. No payment by Tenant or receipt by Landlord 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 Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided. No act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed an acceptance of a surrender of the Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of the Premises prior to the termination of this Lease and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Premises.

WAIVER OF TRIAL BY JURY:

28. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding (except for personal injury or property damage) on any matters whatsoever arising out of or connected with this Lease, the relationship of Landlord and Tenant and Tenant's use of or occupancy of the Premises. It is further agreed that if Landlord commences any summary proceeding for possession of the Premises, Tenant will not interpose any counterclaim in any such proceeding (except a compulsory or mandatory counterclaims that would be waived if not raised in such proceeding).

INABILITY TO PERFORM:

29. Except as otherwise expressly set forth herein, 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 way be impaired or excused because Landlord is unable to perform any of its obligations under this Lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any Alterations or is unable to supply or is delayed from so doing by reason of strike or labor troubles or any cause whatsoever.

CAPTIONS:

30. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the intent of any provision hereof.

ADJACENT EXCAVATION — SHORING:

31. If an excavation shall be made upon land adjacent to the Premises, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Premises for the purpose of doing such work as said person shall deem necessary to preserve the walls of the Building from injury or damage and to support the same by proper foundations without any claim for eviction or constructive eviction, damages or indemnity against Landlord, or diminution or abatement of rent.

SUCCESSORS AND ASSIGNS:

32. This Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors, and permitted assigns.

INSURANCE:

33. (A) Throughout the Term, Tenant, at its sole cost and expense, shall provide and maintain in force or cause to be provided and maintained in force in respect of the Premises, all of the following:

(i) property insurance on an "all risk" basis covering the Premises and all Alterations including, without limitation, fire insurance and insurance against loss or damage by lightning, windstorm, tornado, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicle, smoke, vandalism, malicious mischief, building ordinance coverage, off — premises power coverage (for both direct damage and business income loss), sewer and drain backup coverage and other hazards of whatsoever kind now or hereafter covered by the usual "all risk" policy, damage by water and terrorism coverage. All such insurance shall be carried and maintained in an amount sufficient to prevent Tenant from becoming a coinsurer under the provisions of any applicable policies of insurance, but in any event, in an amount not less than one hundred (100%) percent of the full replacement value of the Premises, without deduction for depreciation (including the cost of debris removal); such replacement value to be determined from time to time at the request of either party, but not less frequently than required by the insurer, it being agreed that no omission on the part of Landlord to request any such determination shall relieve Tenant of its obligation to determine such replacement value as aforesaid.

(ii) Insurance against liability for bodily and personal injury, death and property damage, it being agreed that such insurance shall be on an occurrence basis and at least in the limits set forth below or in such higher limits as may from time to time be reasonably required by Landlord; provided that such higher limits is then customarily required by prudent landlords of Comparable Buildings for business operations of a size, nature and character similar to the Premises, and Landlord may not increase such limits more than one (1) time every two (2) years during the term of this Lease. Such liability insurance coverage shall be written on a Commercial General Liability form, and covering specifically all occurrences in, on or about the Premises, including any elevators therein, and all sidewalks adjoining the Premises, except with respect to the structural elements of the Building for which Landlord is responsible pursuant to Section 8(A) of this Lease; and contractual liability coverage, covering to Tenant's indemnity obligations under this Lease, to the extent obtainable. All insurance against liability for bodily and personal injury, death and property damage, shall be written for a combined single limit of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.

(iii) Commercial automobile liability insurance with limits not less than \$1,000,000 for owned, non-owned and hired vehicles. Such policy shall provide additional insured status for Landlord and any Superior Mortgagee.

(iv) Boiler and Machinery insurance (should boilers or other pressure vessels be located on or serving the Premises) on a broad form basis in an amount not less than one hundred (100%) percent of the actual replacement value thereof (including the cost of debris removal), such replacement value to be determined in connection with the replacement value determination required pursuant to Section 33(A)(i).

(v) Workers' Compensation, New York State Temporary Disability Income insurance, Employers Liability coverage with a minimum limit of One Million Dollars (\$1,000,000) and all other statutory forms of insurance now or hereafter prescribed by law and in

limits not less than the statutorily required amounts, covering all persons employed by Tenant in connection with the operations of Tenant conducted at the Premises or by Tenant or others in connection with any construction thereon, which may be provided by Tenant for all persons employed by Tenant, or by Tenant's contractors for all persons employed by such contractors. Such policy shall provide for a waiver of subrogation against Landlord and any Superior Mortgagee.

(vi) Rental insurance utilizing "all risk" coverage in an amount necessary to provide full coverage for not less than one (1) year's then current Minimum Rent and Additional Rent.

(vii) Excess or umbrella liability coverage totaling a combined single limit in the amount of \$50,000,000 for any single occurrence and in the aggregate. Such policy shall apply in excess over the underlying limits of Tenant's commercial general liability ("CGL"), automobile and employers' liability insurance, including CGL coverage for bodily injury, property damage and completed operations.

(viii) Such other insurance and/or such higher limits for the insurance coverages prescribed in this Section 33 including, but not limited to, any excess liability coverage, as may from time to time be reasonably required by Landlord; provided that such type, form and amount of such other insurance is then customarily required by prudent landlords of Comparable Buildings for business operations of a size, nature and character similar to the Premises, and Landlord may not increase or change the insurance required hereunder more than one (1) time every two (2) years during the term of this Lease.

(B) Prior to the commencement of any Alterations, and until completion thereof, Tenant shall provide (or cause its general contractor to provide) and maintain in force or cause to be provided and maintained in force, in addition to the insurance coverages described in Section 33(A) above, except that the limits of the excess/umbrella liability shall be, as to general contractor, the greater of (x) \$5,000,000 per occurrence and \$5,000,000 in the aggregate and (y) such per occurrence and aggregate limits as may be required pursuant to Legal Requirements and (2) as to subcontractors, \$1,000,000 per occurrence and \$2,000,000 in the aggregate provided that the general contractor's umbrella/excess policy shall apply in excess over the underlying limits of the subcontractors' commercial general liability coverage:

(i) Commercial General Liability and Automobile Liability insurance naming Tenant as an insured and Landlord, any Superior Mortgagee and the general contractor, if any, as additional insureds, for a combined single limit of not less than \$1,000,000.00 per occurrence, \$2,000,000 in the aggregate for bodily and personal injury and death, property damage, such insurance to include Completed Operations, Contractual Liability, if the contractor is undertaking foundation, excavation, or demolition work, an endorsement that such operations are covered and that the "XCU Exclusions" have been deleted; and

(ii) Builder's Risk Insurance (standard "all risk" or equivalent coverage) written on a blanket basis for replacement cost, naming Tenant as an insured, and Landlord, any Superior Mortgagee and the general contractor, if any, and all subcontractors employed by Tenant or the general contractor, if any, as their respective interests may appear.

Coverage afforded to Landlord and any Superior Mortgagee under Section 33(B)(i) shall apply on a primary and noncontributory basis, and each policy of insurance required under Section 33(B)(i),

shall contain a clause or endorsement (whether or not additional premium shall be charged therefor) whereby the insurance company waives all rights of subrogation against Landlord and any Superior Mortgagee, whether or not insured parties thereunder, or consents to the release of liability between such parties.

(C) All property and Builder's Risk coverage obtained or caused to be obtained by Tenant as required pursuant to this Article 33 shall be carried in favor of Tenant with Landlord and any Superior Mortgagee (and any other person or entity designated by Landlord in a written notice to Tenant) being named as loss payees as their respective interests may appear. All liability insurance (commercial general liability, excess or umbrella, and automobile liability policies) obtained or caused to be obtained by Tenant, as required by this Article 33, shall be carried in favor of Tenant, with Landlord and any Superior Mortgagee (and any other person or entity designated by Landlord in a written notice to Tenant) being named additional insureds; and Tenant agrees to waive subrogation with respect to claims brought by Tenant's employees pursuant to Section 33(I) of this Lease and all such applicable policies of Tenant's insurance shall provide that the insurer waives its rights of subrogation against Landlord and any Superior Mortgagee pursuant to Section 33(I) of this Lease. Such insurance (1) in the case of property insurance or insurance covering any economic loss resulting from any risks covered by any such property insurance, shall name each such Superior Mortgagee under a standard New York mortgagee endorsement and the Landlord (and any other person or entity designated by Landlord in a written notice to Tenant) as loss payee as their interest may appear, and (2) in the case of the insurance described in subsections Section 33(A)(ii), shall name Landlord and any Superior Mortgagee (and any other person or entity designated by Landlord in a written notice to Tenant) as additional insureds. Coverage afforded to Landlord and any Superior Mortgagee as provided in this Section 33(C) shall apply on a primary and noncontributory basis.

(D) The proceeds under all policies required by any provision of this Lease insuring against damage or destruction of the Premises by fire or other casualty shall be payable to Landlord (or to a mortgagee designated by Landlord) and all policies shall contain a provision to such effect, provided that proceeds shall be paid to Tenant so long as Tenant uses such proceeds to restore the Premises. Notwithstanding anything to the contrary contained herein the amount of any insurance proceeds allowed or retained for restoration of the Premises which shall not have been previously applied to that purpose shall become the property of and shall be paid over to Landlord if this Lease shall expire or terminate for any reason prior to completion of the restoration. All insurance required by any provision of this Lease shall be in such form and shall be issued by responsible insurance companies authorized to do business in the State of New York, having a rating in the A.M. Best Key Rating Guide with a policyholder's service rating of no less than A and a financial rating of no less than X and which are otherwise reasonably acceptable to Landlord; provided, however, that Hospitals Insurance Company, an admitted insurer permitted and authorized to write policies in the State of New York shall be deemed acceptable. All policies referred to in this Lease shall be procured, or caused to be procured, for periods of not less than one (1) year. Tenant shall endeavor to deliver certified copies (or Acord or other specialized policy form certificates) of (1) new insurance policies referenced in this Lease or (ii) renewal insurance policies replacing any policies expiring during the term, to said parties at least ten (10) days prior to the date of expiration of any policy, together with proof of payment provided, however, in any event Tenant shall deliver to Landlord such replacement policies (or Acord or other specialized policy form certificates) together with evidence of payment, not less than five (5) business days' prior to the expiration of any policy and in the event Tenant fails to comply with its obligations in this section, Landlord shall have the right, but not the obligation, at Tenant's sole cost and expense, to

immediately and without notice to Tenant, obtain replacement insurance providing the insurance coverages required under this Lease.

(E) Tenant and Landlord shall cooperate in connection with the collection of any insurance proceeds that may be due in the event of loss and Tenant and Landlord shall execute and deliver such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance proceeds.

(F) Tenant shall not carry (nor shall Tenant permit any subtenant of Tenant to carry), any additional or separate insurance (other than liability insurance) concurrent in form or contributing in the event of loss with that required by this Lease to be furnished by Tenant, or in excess of the amounts required by this Lease, unless Landlord, Tenant and any mortgagee are included therein as insureds with loss payable as provided in this Lease provided, however, if such additional or separate insurance (i) does not involve commercial general liability insurance, (ii) does not involve or relate to the Premises, (iii) does not involve or relate to any of the insurance coverages required under this Lease, and (iv) is of a nature where additional insured coverage is not available (for example, professional liability insurance), then Tenant shall not be obligated to name Landlord or its mortgagee). Tenant shall promptly notify Landlord if such additional or separate insurance is carried and shall cause Acord certificates of the same to be delivered as required in the preceding sentence.

(G) Tenant shall not violate or permit to be violated any of the conditions or provisions of any such policies procured by it and Tenant shall timely perform and satisfy or cause to be performed and satisfied the requirements and recommendations of the companies writing such policies and all Insurance Requirements (as hereinafter defined) so that at all times companies of good standing shall be willing to write and/or continue such insurance.

(H) With respect to any policy of insurance required to be obtained by Tenant hereunder, Tenant shall provide at least thirty (30) days (or ten (10) days in the event of cancellation due to non-payment of premium) notice to Landlord and all parties insured thereunder of any cancellation, material change or reduction thereof. Tenant shall request that its general contractor provide for comparable notices under its contract with Tenant and any subcontractors.

(I) Notwithstanding anything to the contrary contained in this Lease, provided that Landlord's right of full recovery under its property policy or policies is not adversely affected or prejudiced thereby, Landlord hereby waives any and all right of recovery which it might otherwise have against Tenant, its servants, agents and employees, for loss or damage occurring to the Building and the fixtures, appurtenances and equipment therein, to the extent the same is covered by Landlord's property insurance; notwithstanding that such loss or damage may result from the negligence or fault (but excluding gross negligence or intentional misconduct) of Tenant, its servants, agents or employees. Notwithstanding anything to the contrary contained in this Lease, provided that Tenant's right of full recovery under its property policy or policies is not adversely affected or prejudiced thereby, Tenant hereby waives any and all right of recovery which it might otherwise have against Landlord, its servants, agents and employees, for loss or damage occurring to the Building, the Premises, any Alterations, and any of Tenant's personal property, furniture, fixtures or equipment to the extent that same is covered by Tenant's property insurance, notwithstanding that such loss or damage may result from the negligence or fault (but excluding gross negligence or intentional misconduct) of Landlord, its servants, agents or employees, or such other tenant and the servants, agents or employees thereof.

(J) Tenant shall have the right to insure and maintain the insurance coverages set forth in this Section 33 under blanket insurance policies covering other premises occupied or owned by Tenant so long as such blanket policies comply as to terms and amounts with the insurance provisions set forth in this Lease, without co-insurance and Tenant provides an Acord or other specialized policy form certificate of insurance evidencing such insurance is applicable to the Premises. Upon request, Tenant shall provide Acord or other specialized policy form certificates of insurance to Landlord evidencing the coverages required to be carried by Tenant under this Lease as well as endorsements evidencing additional insured status and waiver of subrogation to the extent required in this Lease (with such certificate delivered with respect to the coverages required under Section 33(a)(vii) hereof evidencing that such coverage applies on a primary and noncontributory basis, names the additional insureds under the CGL policy, extends to the second layer of the excess/umbrella policy, and that the insurance company has waived subrogation as provided herein).

BROKERAGE:

34. Landlord represents and warrants to Tenant that Landlord has not dealt with any broker, agent, finder or other person or entity in connection with this Lease other than the Broker. Tenant represents and warrants to Landlord that Tenant has not dealt with any broker, agent, finder or other person or entity in connection with this Lease other than the Broker. The execution and delivery of this Lease shall be conclusive evidence that the parties have relied upon the foregoing representation and warranty. Landlord and Tenant shall indemnify and hold harmless the other party from and against any and all claims for commission, fee or other compensation by any broker, agent, finder or other person or entity (other than the Broker with respect to Tenant's indemnity to Landlord) who claims to have dealt with the indemnitor in connection with this Lease and for any and all costs incurred by the indemnitee in connection with such claims, including, without limitation, attorneys' fees and disbursements. Landlord shall pay the Broker its commission and shall indemnify, defend and hold Tenant harmless from and against all Claims arising out of Landlord's failure to timely do so. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.

ESTOPPEL CERTIFICATE:

35.

(A) Tenant shall at any time and from time to time (but not more than twice in any twelve month period) upon not less than ten (10) business days' prior notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing setting forth the Commencement Date, the Rent Commencement Date, the Expiration Date and the Minimum Rent and certifying (i) that this Lease is unmodified and in full force and effect (or if there has been any modification, that the same is in full force and effect as modified and stating the modification), (ii) the dates to which the Minimum Rent and Additional Rent have been paid in advance, if any, (iii) whether or not to the knowledge of Tenant, Landlord is in default in performance of any of its obligations under this Lease and, if so, specifying each such default of which Tenant may have knowledge, (iv) whether there exist any offsets or defenses against enforcement of any of the terms of this Lease upon the part of Tenant to be performed, and, if so, specifying the same, and (v) such further information as Landlord may reasonably request. Any such statement shall be binding upon Tenant and may be relied upon by Landlord and by any prospective purchaser of the Real Property and/or the Building or any part thereof or of the interest of Landlord in any part thereof, by any mortgagee or prospective mortgagee

thereof, by any lessor or prospective lessor thereof, by any lessee or prospective lessee thereof, or by any prospective assignee of any mortgage thereof.

(B) Landlord shall at any time and from time to time (but not more than twice in any twelve month period) upon not less than ten (10) business days' prior notice from Tenant, execute, acknowledge and deliver to Tenant a statement in writing setting forth the Commencement Date, the Rent Commencement Date, the Expiration Date and the Minimum Rent and certifying (i) that this Lease is unmodified and in full force and effect (or if there has been any modification, that the same is in full force and effect as modified and stating the modification), (ii) the dates to which the Minimum Rent and Additional Rent have been paid in advance, if any, and (iii) whether or not to the knowledge of Landlord, Tenant is in default in performance of any of its obligations under this Lease and, if so, specifying each such default of which Landlord may have knowledge. Any such statement shall be binding upon Landlord and may be relied upon by Tenant and its permitted subtenants and assignees.

HOLDING OVER:

36. (A) In the event that Tenant does not surrender the Premises to Landlord within thirty (30) days of receipt of notice from Landlord following the expiration of the sixty (60) day time period noted below, Tenant shall indemnify and hold Landlord harmless from and against any loss, cost, liability, claim, damage and expense (including reasonable attorneys' fees and disbursements) resulting from delay by Tenant in surrendering the Premises for more than sixty (60) days following the expiration or termination of this Lease as provided in Article 24, including any claims made by any succeeding tenant or prospective tenant founded upon such delay.

(B) In the event of any holding over by Tenant, Tenant shall pay as holdover use and occupancy for each month (or portion thereof) of the holdover tenancy an amount equal to (i) one and one-half (1.5) times the Minimum Rent payable during the last month of the Term for the first thirty (30) days of any such holdover, and thereafter, (ii) two (2) times the Minimum Rent payable during the last month of the Term, subject to all of the other terms of this Lease insofar as the same are applicable to such holdover tenancy. The acceptance of any such use and occupancy payment paid by Tenant pursuant to this Section shall in no event preclude Landlord from commencing and prosecuting a holdover or summary eviction proceeding and the provisions of this Section shall be deemed be an "agreement expressly providing otherwise" within the meaning of Section 232-c of the Real Property Law of the State of New York and any successor or similar law of like import. Nothing contained in this Section shall (i) imply any right of Tenant to remain in the Premises after the termination of this lease without the execution of a new lease, (ii) imply any obligation of Landlord to grant a new lease or (iii) be construed to limit any right or remedy that Landlord has against Tenant as a holdover tenant or trespasser.

NOTICES:

37. Every notice (other than rent bills and Landlord's Statements, which may be given by ordinary United States mail or by hand delivery), demand, consent, approval, request or other communication (collectively, "notices") which may be or is required to be given under this Lease or by law shall be in writing and shall be sent either (a) by United States certified or registered mail, postage prepaid, return receipt requested, or (b) by nationally recognized overnight courier service (which shall include, without limitation, Express Mail) or hand delivery (against confirmation of delivery or rejection of delivery), and shall be addressed:

(i) if to Tenant, to

Beth Israel Medical Center
Real Estate Division
150 East 42nd Street
New York, New York 10017
Attention: Mr. Thomas C. Ahn

With copies thereof at all times to:

The Mount Sinai Medical Center
Office of the General Counsel
150 East 42nd Street
New York, New York 10017
Attention: Christopher A. Considine, Esq.

with additional copies thereof at all times to:

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attention: Andrew L. Herz, Esq.

(ii) if to Landlord, to

Rivington Street Investors LLC
c/o Slate Property Group LLC
38 East 29th Street, 9th floor
New York, NY 10016
Attention: Martin Nussbaum

With copies thereof at all times to:

Vanke US
130 West 42nd Street, 16th Floor
New York, NY 10036
Attention: Elliot Rishty

with additional copies thereof at all times to:

Kasowitz Benson Torres LLP
1633 Broadway
New York, New York 10019
Attention: Adam M. Endick, Esq.

and the same shall be deemed delivered (A) two (2) business days after deposited in the United States mail, (B) the day following delivery to an overnight courier or (C) when delivered by hand. A notice given by counsel for Landlord or Tenant shall be deemed a valid notice if addressed and sent in accordance with the provisions of this Article. Either party may designate, by similar

written notice to the other party, any other address for such purposes. Each of the parties hereto waives personal or any other service other than as provided for in this Article.

CERTAIN RIGHTS RESERVED TO LANDLORD:

38. Landlord reserves the following rights:

(A) To name the Property. Notwithstanding the foregoing or anything to the contrary contained herein, provided that Tenant shall not be in default under this Lease beyond the expiration of any applicable notice and cure period, Landlord shall not name the Building or change the address of the Building without Tenant's prior consent, which consent in each instance shall not be unreasonably withheld, conditioned or delayed.

(B) To install, affix and maintain all signs, awnings, scaffolding, sidewalk bridges and canopies on the exterior of the Building in connection with the maintenance and repair of the Building.

(C) To have pass keys to the Premises.

(D) Landlord shall have the right to erect scaffolding, "bridges" or other temporary structures (collectively, "**Scaffolding**") to the extent necessary to perform renovations, repairs or improvements or other work, all of which shall be performed diligently. In any such instance, Tenant shall have the right to place temporary signage (including its name and logo), as reasonably requested by Tenant, on such Scaffolding, at Landlord's sole cost and expense. Tenant agrees that the installation of any such Scaffolding, or the work performed by Landlord relating to such Scaffolding, shall not subject Landlord to any liability to Tenant or give Tenant any right of offset, reduction or claim against Landlord. Landlord agrees, however, to use commercially reasonable efforts to construct and install such Scaffolding so that (i) it does not block the view of Tenant's approved signs identifying the Premises, (ii) it does not materially interfere with the usual means of access to the Premises and with Tenant's use of the Premises. Landlord shall install lighting below any such Scaffolding in compliance with Legal Requirements. All Scaffolding constructed by Landlord shall comply with all Legal Requirements. Landlord shall remove any such Scaffolding promptly after Landlord has completed the work which caused the need for the installation of the Scaffolding and to diligently prosecute all such work.

(E) Subject to Force Majeure, Tenant shall have access to the Premises 24 hours per day, 7 days per week. Except as otherwise expressly set forth in this Lease, Landlord shall have no liability to Tenant, nor shall Tenant be entitled to terminate this Lease, to claim an actual or constructive eviction in whole or in part, or be entitled to any abatement or diminution of rent payable by Tenant under this Lease or to any relief from any of its obligations under this Lease if by reason of strike or labor trouble or any other similar cause beyond the reasonable control of Landlord there is (i) a lack of access to the Building or the Premises (which shall include without limitation the lack of access to the Building or the Premises when it or they are structurally sound but inaccessible due to evacuation of the surrounding area or damage to nearby structures or public areas); (ii) reduced air quality or other contaminants in the Building that would adversely affect the Building or its occupants; (iii) disruption of mail and deliveries to the Building or the Premises; (iv) disruption of telephone and/or other communications services to the Building or the Premises; or (v) disruption of any other services to the Premises or any of the Building systems if Tenant is otherwise unable to use and/or occupy the Premises for the conduct of its business.

HAZARDOUS MATERIALS:

39. (A) Tenant covenants and agrees that Tenant shall, at Tenant's sole cost and expense, comply at all times with all Legal Requirements governing the use, generation, storage, treatment and/or disposal of any Hazardous Materials (as defined below) that has been brought upon, kept or used in or about the Premises or the Property (other than to the extent introduced by Landlord) or is the result of a breach of this Lease by Tenant or any Tenant Party. Tenant shall agree to execute, from time to time, at Landlord's request, representations or certifications concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials in, on, under or about the Premises, the Building or the Land which has been brought upon, kept or used in or about the Premises or the Property (other than to the extent introduced by Landlord). Tenant shall indemnify and hold harmless all Landlord Indemnitees from and against any loss, cost, damage, liability or expense (including reasonable attorneys' fees and disbursements) arising by reason of any clean up, removal, remediation, detoxification action or any other activity required or recommended of any Landlord Indemnitees by any government authority by reason of the presence in or about the Building or the Premises of any Hazardous Materials, which has been brought upon, kept or used in or about the Premises or the Property (other than to the extent introduced by Landlord) or is the result of a breach of this Lease by Tenant or any Tenant Party. Notwithstanding the foregoing, Tenant may bring, store and use in reasonable quantities Permitted Hazardous Materials for their intended use in the Premises so long as the same is permitted under applicable Legal Requirements. As used herein, "**Permitted Hazardous Materials**" means Hazardous Materials of a type and in quantities typically used in the ordinary course of business within offices in Comparable Buildings or in connection with medical use, but only if and to the extent that such supplies or materials are transported, stored and used in compliance with all applicable Legal Requirements. If Tenant or any Tenant Party or their respective employees, contractors or agents install, use, store or place Hazardous Materials in or about the Premises or the Property, Tenant shall be obligated to remove and dispose of said Hazardous Materials in compliance with all Legal Requirements. The foregoing covenants and indemnity shall survive the expiration or earlier termination of this Lease.

(B) The term "**Hazardous Materials**" shall mean any biologically or chemically active or other toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., and as hazardous wastes under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601, et seq., any "toxic pollutant" under the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. § 7401 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq. and any hazardous or toxic substances or pollutant regulated under any other Legal Requirements.

(C) Tenant shall surrender the Premises to Landlord upon the expiration or earlier termination of this Lease free of Hazardous Materials in violation of Legal Requirements except to the extent introduced by Landlord. Tenant's obligations and liabilities pursuant to this Section 39(C) shall be in addition to any other surrender requirements in this Lease and shall survive the expiration or earlier termination of this Lease.

(D) Landlord hereby agrees to promptly remediate or remove, or cause the remediation or removal of, to the extent required by applicable Legal Requirements, any Hazardous Materials from the Premises introduced into the Premises by Landlord. Any such remediation by Landlord will be accomplished in such a manner so as to minimize interference with Tenant's use and occupancy of the Premises. Landlord shall indemnify and hold harmless Tenant from and against any loss, cost, damage, liability or expense arising in connection with the presence of Hazardous Materials introduced by Landlord in, on or about the Land, Building or Premises. The foregoing covenants and indemnity shall survive the expiration or earlier termination of this Lease.

LANDLORD'S WORK:

40. Landlord shall not be required to perform any work to the Premises and Tenant expressly agrees to take the Premises on the Commencement Date in its then "as is" condition.

LANDLORD'S CONTRIBUTION:

41. (A) Landlord shall make a contribution ("**Landlord's Contribution**") in the amount of sums expended by Tenant on Tenant's Initial Work in the Premises, but in no event greater than \$15,728,300.00. In addition, Landlord shall make an additional contribution in the amount of sums expended by Tenant in connection with the performance of certain base Building upgrades (the "**Base Building Upgrades**") more particularly described on **Exhibit E** attached hereto ("**Landlord's Base Building Contribution**"), but in no event greater than \$30,000,000.00. Landlord's Contribution and Landlord's Base Building Contribution shall be paid in installments as the work progresses for the portion of Tenant's Initial Work and/or Base Building Upgrades performed and not previously requisitioned for within thirty (30) day after Tenant's request for payment, but in no event more than once per month, and shall be given to Tenant upon satisfaction of the following conditions with respect to each such request for payment:

(a) Tenant shall have delivered to Landlord proper receipts marked "paid" and original unconditional or conditional lien waivers from all contractors, subcontractors and direct suppliers of material involved in the performance of such portion of Tenant's Initial Work and/or the Base Building Upgrades and the supply of materials used in connection with such portion of the Tenant's Initial Work and/or the Base Building Upgrades, evidencing that Tenant has spent the amount claimed in the requisition;

(b) Tenant shall have delivered an original executed certificate from Tenant's licensed architect stating that, (x) in his or her opinion, such portion of Tenant's Initial Work and/or Base Building Upgrades that is the subject of the reimbursement request has been completed and all work in connection therewith has been performed in a good and workmanlike manner and substantially in accordance with Tenant's plans and specifications and (y) to his or her knowledge, all contractors, subcontractors and direct suppliers of materials have been paid for such portion of Tenant's Initial Work and/or Base Building Upgrades and all materials furnished in connection therewith;

(c) Tenant shall have delivered a written signed statement or request from an authorized officer or corporate controller of Tenant outlining in detail the

amount of Landlord's Contribution and/or Landlord's Base Building Contribution being requested, along with (x) a certification by Tenant that the amount claimed is for reimbursement to Tenant for payment to the listed parties (or for direct payment to the listed parties, if applicable) and (y) copies of invoices, bills or receipts (or other evidence reasonably satisfactory to Landlord) for the costs with respect to which such request for payment is being made; and

(d) Tenant shall not be in default under the Lease beyond the expiration of any applicable notice and cure period.

If there shall be a default by Tenant under this Lease beyond the expiration of any applicable notice and cure period at the time Tenant makes application for payment under this Article 41, Landlord shall advise Tenant thereof, and if Tenant shall cure the same, Tenant shall have the right to reapply to Landlord for payments due Tenant under this Article 41.

(B) The final installments of Landlord's Contribution and Landlord's Base Building Contribution shall not be paid until, in addition to satisfaction of the provisions above, Tenant provides Landlord with evidence that the applicable municipal department has issued the appropriate sign-off relating to Tenant's Initial Work and the Base Building Upgrades, as applicable.

(C) There shall be no holdback of Landlord's Contribution and Landlord's Base Building Contribution other than any retainage required in connection with the construction agreements entered into between Tenant and its contractors; it being understood and agreed that Tenant shall require a minimum of a ten percent (10%) retainage from all contractors and subcontractors, which retainage may be reduced to five percent (5%) upon substantial completion of Tenant's Initial Work and the Base Building Upgrades, as applicable.

(D) Notwithstanding anything to the contrary contained herein, upon the Commencement Date, Tenant shall have the right to request up to fifteen percent (15%) of the Landlord's Contribution and Landlord's Base Building Contribution pursuant to a request for payment made in accordance with this Article 41.

(E) Tenant shall have the right to apply Landlord's Contribution and to both hard and soft costs (including, without limitation, design and construction of elevator lobby finishes on each floor of the Premises, all professional fees, project management services, moving costs, any and all relevant consultants, data and telephone cabling, furniture, fixtures, equipment, signage and other move related expenditures, and any related permits and fees incurred in connection with Tenant's Initial Work). Tenant shall have the right to apply Landlord's Base Building Contribution and to both hard and soft costs incurred in connection with both Tenant's Initial Work and the Base Building Upgrades.

(F) Provided that Tenant has satisfied the conditions set forth in this Article 41, if Landlord shall fail to pay an installment of Landlord's Contribution and/or Landlord's Base Building Contribution on a timely basis when required hereunder (i.e., within thirty (30) days after requisition), then Tenant shall provide written notice of such failure to Landlord. If Landlord shall not make the required payment to Tenant within thirty (30) days after such notice shall have been given to Landlord, then Tenant shall have the right to offset such amount, with interest at the Interest Rate from the date such sum was originally due Tenant, against the next installment(s) of

Rent becoming due hereunder until Tenant has been fully reimbursed therefor. Any dispute arising between Landlord and Tenant as to whether Landlord has failed properly to pay such installment of Landlord's Contribution and/or Landlord's Base Building Contribution shall be subject to expedited arbitration pursuant to the terms of Section 49(N) hereof, provided that Landlord shall be obligated to pay any portion of such installment that is not in dispute and Tenant shall not offset any amount that Landlord, acting in good faith, disputes, except as set forth in the immediately following sentence. In the event that Tenant shall obtain a final and binding determination of such arbitrators, which decision has been reduced to judgment, to the effect that Landlord was required to pay such installment of Landlord's Contribution and/or Landlord's Base Building Contribution, as applicable, then (x) Landlord shall pay such amount to Tenant and (y) if Landlord shall not within thirty (30) days after such judgment has been obtained approve the same and pay such funds to Tenant, with interest at the Interest Rate from the date such sum was originally due Tenant and Landlord shall have failed to pay Tenant pursuant to the terms of this Article 41, Tenant shall have the right to offset such amount against the next installment(s) of Rent becoming due hereunder until Tenant has been fully reimbursed therefor.

SIGNS AND DISPLAYS

42. (A) Tenant acknowledges that the appearance of the Premises is extremely important to Landlord and materially impacts the value of the Building. Therefore, as a material inducement to Landlord for entering into this Lease, Tenant hereby agrees that Tenant shall not blank, darken, paint, color, cover up or obscure any window in the Premises. Tenant's exterior signage shall be in compliance with applicable Legal Requirements and shall be commensurate in terms of materials and design with signage of other Comparable Buildings. Tenant shall be obligated to comply with all of the terms of this Lease relating to the exterior signage. All signage shall be professionally designed, prepared and installed. Subject to compliance with applicable Legal Requirements, Tenant shall also have the right immediately following the date hereof and during the performance of Tenant's Initial Work, to install and maintain, at its sole expense, temporary signage on the exterior of the Building announcing Tenant's pending opening and occupancy at the Premises.

(B) Upon the installation of any signs, plates, or lettering on the exterior of the Building, Tenant shall pay the entire cost (other than to the extent of Landlord's Contribution) of such signs, plates and/or lettering and the entire cost of the installation, maintenance, cleaning, repairing and replacement thereof and shall at all times comply with all present and future Legal Requirements applicable to said signs, plates and lettering. Upon the Expiration Date or the sooner termination of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly remove all of such signs, plates, and/or lettering and repair all damage and injury to the Building because of such removal. The provisions of this Section 42(B) shall survive the expiration or sooner termination of this Lease.

(C) In the event Landlord shall deem it necessary for any reason to temporarily remove and replace, or relocate any sign, poster, lettering or other item on the exterior of the Building in order to make any repairs or replacements in or upon the Building or any part thereof, Landlord at its expense shall have the right to do so for such time as is reasonably necessary under the circumstances to complete such work, unless the necessity therefor shall have been occasioned by any negligence or willful misconduct of Tenant, any Tenant Party or any subtenant of Tenant or their respective employees, agents, invitees or contractors, in which event such

removal and replacement, or relocation, shall be performed by Landlord (or, at Landlord's request, Tenant) at Tenant's sole cost and expense.

(D) Tenant shall not place any signs, displays, stands, equipment, merchandise, food or beverages of any kind whatsoever on the sidewalks adjacent to the Building.

TENANT'S ADDITIONAL LEASE COVENANTS:

43. Tenant shall not discharge any corrosive or clogging substances through the drain lines from the Premises. Tenant, at Tenant's expense, shall keep all plumbing and sanitary systems and installations exclusively serving the Premises in a good state of repair and operating condition.

LANDLORD DEFAULT AND SELF-HELP:

44.

(A) Except as expressly limited herein, in connection with any default by Landlord, Tenant shall have all of the rights and remedies available at law and in equity in addition to those rights and remedies specified in this Lease (including all schedules and exhibits hereto), including the right to seek any declaratory, injunctive or other equitable relief, any and all of which may be exercised, except as otherwise expressly provided herein, with or without further notice and with or without demand whatsoever, concurrently or successively, and at such time or times in such order as Tenant may from time to time determine.

(B) Notwithstanding any provision set forth in this Lease to the contrary, if at any time (i) Tenant provides prior written notice to Landlord of an event or circumstance that requires the action of Landlord with respect to repair and/or replacement, (ii) Landlord is, in fact, required to perform the repairs and/or replacement under the terms of this Lease and is in default in the observance or performance of such terms beyond the expiration of applicable notice and cure periods, (iii) Landlord fails to commence such action within a reasonable period of time (given the circumstances) after the receipt of such notice, but in any event, subject to Force Majeure, within thirty (30) days after receipt of such notice or within three (3) Business Days after receipt of such notice in the case of an emergency (provided that, for purposes of this Section 44(B) to "commence" shall mean Landlord taking any bona fide steps in good faith and in accordance with first class building management standards in Comparable Buildings to design, bid or seek a permit or other governmental approval in connection with the necessary work so long as Landlord thereafter diligently continues the cure in good faith), and (iv) Landlord's failure to perform the required repairs and/or replacement materially and adversely affects Tenant's access, use and/or occupancy of the Premises, then Tenant (x) may proceed to take the required action (such action "**Tenant's Self-Help Work**"), and (y) shall be entitled to reimbursement by Landlord of Tenant's reasonable actual out-of-pocket costs and expenses in performing Tenant's Self-Help Work ("**Tenant's Self-Help Expenses**"). Tenant's Self-Help Expenses shall be reimbursed by Landlord within thirty (30) days after the receipt from Tenant of a reasonably detailed statement setting forth a breakdown of such costs and expenses with supporting bills, receipts or other evidence of such costs reasonably satisfactory to Landlord.

(C) Any Tenant's Self-Help Work shall be performed in accordance with all applicable Legal Requirements and all applicable provisions of this Lease. If Tenant performs

any of Landlord's obligations under this Lease, then Landlord shall be relieved of its obligation to perform the specific obligation undertaken by Tenant for such instance only (for the avoidance of doubt, Landlord shall not be relieved of its future and ongoing obligations).

(D) Notwithstanding anything herein to the contrary, if, at any time during the Term, Landlord is required to reimburse Tenant for any Tenant's Self-Help Expenses, and Landlord fails to timely pay such sum to Tenant, Tenant may provide written notice of such failure to Landlord. If Landlord shall not make such required payment to Tenant within thirty (30) days (such thirty (30) day period, the "**Landlord Objection Period**") after such notice shall have been given to Landlord in bold capital letters with specific reference to the provisions of this Section then provided the Offset Conditions (as hereinafter defined) are satisfied, Tenant shall have the right to offset such amount against the next installment(s) of Minimum Rent and Additional Rent becoming due hereunder until Tenant has been fully credited therefor. The "**Offset Conditions**" are: (i) no unresolved bona-fide dispute exists between Landlord and Tenant with respect to the performance of Tenant's Self-Help Work (in which event Tenant shall not have the right to offset to recover the amount of Tenant's Self-Help Expenses which is in dispute, but Tenant shall have the right to offset to recover the remainder of the amount of Tenant's Self-Help Expenses which are due and not in dispute); and (ii) Tenant shall not be in default under this Lease beyond the expiration of any applicable notice and cure period (provided that, upon any cure of such default, Tenant shall have the offset rights described herein (subject to subsection (i) above)). If Landlord notifies Tenant of any amount in dispute and with reasonable specificity the basis for the dispute and the amount disputed within the Landlord Objection Period, then the parties shall use good faith efforts to resolve such dispute. If the parties do not resolve such dispute within twenty (20) days after Landlord's notice to Tenant of any dispute, then such dispute shall be subject to arbitration pursuant to the terms of Section 49(N) initiated by either party. If Tenant shall obtain a final determination in such arbitration to the effect that Landlord was required to pay such amount (or any portion thereof), then if Landlord shall not, within thirty (30) days after such determination has been obtained, pay the same, then Tenant shall have the right to offset such amount against the next installment(s) of Minimum Rent and Additional Rent becoming due hereunder until Tenant has been fully credited therefor.

OPTION TO RENEW:

45.

(A) Provided that (a) this Lease shall be in full force and effect, (b) Tenant shall not be in monetary or material non-monetary default under this Lease beyond the expiration of any applicable notice and cure periods at the time when the Renewal Notice (as hereinafter defined) is given and at the expiration of the initial Term of this Lease, and (c) the Tenant initially named herein (i.e., Beth Israel Medical Center) or a Permitted Transferee shall then actually occupy at least fifty percent (50%) of the Premises at the time when the Renewal Notice is given and at the expiration of the initial Term of this Lease (inclusive of any space occupied by Permitted Users and CBO's), Tenant shall have the option (the "**Renewal Option**") to extend the Term hereof for, at Tenant's election, either (x) two (2) consecutive five (5) years terms, or (y) a single ten (10) year term (as applicable, each a "**Renewal Term**"). Such option shall be exercisable by written notice (the "**Renewal Notice**") given by Tenant to Landlord not later than eighteen (18) months prior to the Expiration Date (with time being of the essence with respect to Tenant exercising the Renewal Option within such period), which notice shall specify whether Tenant is electing either the two (2) five-year renewal terms or the single ten (10) year renewal term (it being agreed that if Tenant fails

to so elect in the Renewal Notice then Tenant shall be deemed to have elected to renew for the single ten (10) year renewal term). Notwithstanding the foregoing, Landlord, in its sole discretion, may waive the occupancy requirement and the existence of any default solely as a condition to the effectiveness of Tenant's exercise of the Renewal Option, and no such failure to satisfy the occupancy requirement or default may be used by Tenant to negate the effectiveness of Tenant's exercise of the Renewal Option.

(B) The Renewal Term shall constitute an extension of the Term and shall be upon all of the same terms and conditions as the existing Term except that (i) there shall be no further option to renew the Term (unless Tenant shall have elected to have two (2) consecutive five (5) year renewal terms, in which case Tenant shall have one remaining five (5) year renewal option after the exercise of the first five (5) year renewal term, and no remaining options to renew after the exercise of the second five (5) year renewal term), (ii) Landlord shall not be required to furnish any materials or perform any work to prepare the Premises for Tenant's continued occupancy (other than Landlord's ongoing repair and replacement obligations in accordance with this Lease) and Landlord shall not be required to reimburse Tenant for any Alterations or leasehold improvements made or to be made by Tenant, and (iii) the Minimum Rent for the Premises during the Renewal Term shall be payable at a rate per annum equal to ninety-eight percent (98%) of the Fair Rental Value (as hereinafter defined) for the Premises as of the first day of the applicable Renewal Term. For purposes of this Lease, "**Fair Rental Value**" shall mean the rental rate per annum for vacant space in Comparable Buildings for tenants of comparable credit quality and stature leasing space containing rentable square footage comparable to the rentable square footage of the Premises and assuming the highest and best use of the Land as unencumbered by this Lease. Fair Rental Value shall include all relevant factors in arriving at a so-called "net effective rental" to Landlord, whether favorable to Landlord or Tenant, including whether any inducements (such as free rent periods or improvement allowances) are being provided to Tenant and excluding the value of any Alterations (collectively, "**Relevant Factors**").

(C) Landlord, within thirty (30) days after its receipt of a Renewal Notice in compliance with Section 45(A) hereof, shall notify Tenant of Landlord's determination of ninety-eight percent (98%) of the Fair Rental Value for the Premises for the Renewal Term ("**Landlord's Initial Determination**"). Within thirty (30) days after Landlord shall have given Landlord's Initial Determination to Tenant, Tenant shall notify Landlord ("**Tenant's Notice**") in writing whether Tenant (x) accepts Landlord's Initial Determination as ninety-eight percent (98%) of the Fair Rental Value of the Premises for the applicable Renewal Term (in which event Landlord's Initial Determination shall serve as the Minimum Rent for the Premises for the Renewal Term); or (y) disputes Landlord's Initial Determination. If Tenant fails to deliver the Tenant's Notice to Landlord within thirty (30) days after Landlord shall have given Landlord's Initial Determination to Tenant (with time being of the essence with respect to the giving of such notice within such period), then Tenant shall be deemed to have accepted Landlord's Initial Determination as ninety-eight percent (98%) of the Fair Rental Value of the Premises for such period.

(D) If in Tenant's Notice given in accordance with Section 45(C) hereof, Tenant shall dispute Landlord's Initial Determination, then Landlord and Tenant shall negotiate in good faith for a thirty (30) day period following the giving of Tenant's Notice (the "**Negotiation Period**") in an attempt to agree upon ninety-eight percent (98%) of the Fair Rental Value of the Premises for the applicable Renewal Term. If Landlord and Tenant fail to agree as to the amount thereof within the Negotiation Period, then the dispute as to ninety-eight percent (98%) of Fair Rental Value shall be resolved by baseball arbitration as set forth below, provided however that

such arbitration shall not commence more than two hundred seventy (270) days prior to the first day of the applicable Renewal Term).

(E) Any dispute as to Fair Rental Value following the completion of the notice and negotiation process set forth above shall be determined by arbitration as set forth in Section 45(F). If the dispute shall not have been resolved on or before the first day of the applicable Renewal Term, then pending such resolution, Tenant shall pay, as Minimum Rent for the Premises for the applicable Renewal Term, an amount equal to Landlord's Determination (as hereinafter defined). If such resolution shall be in favor of Tenant, then within thirty (30) days after the final determination of ninety-eight percent (98%) of the Fair Rental Value for the applicable Renewal Term, Landlord shall (at Landlord's option) refund to Tenant any overpayment within thirty (30) days of such determination or credit the same against the next installment(s) of Rent due hereunder.

(F) Any dispute as to ninety-eight percent (98%) of the Fair Rental Value shall be determined as follows: At the request of either party made on or after the date that is two hundred seventy (270) days prior to the first day of the applicable Renewal Term, a senior officer of a recognized New York City leasing brokerage firm (the "**Baseball Arbitrator**") shall be selected as an arbitrator and paid for jointly by Landlord and Tenant. If Landlord and Tenant are unable to agree upon the Baseball Arbitrator, then the same shall be designated by the AAA. The Baseball Arbitrator selected by the parties or designated by the AAA shall not have been employed by Landlord or Tenant during the previous five (5) year period and shall have at least ten (10) years' experience in the leasing of Premises in the immediate vicinity of the Building, comparable in size, location and quality to the Premises. Landlord and Tenant shall each submit to the Baseball Arbitrator and to the other its determination (respectively "**Landlord's Determination**" and "**Tenant's Determination**") of ninety-eight percent (98%) of the Fair Rental Value for the Premises for the applicable Renewal Term (which, in Landlord's case, need not be Landlord's Initial Determination). The Baseball Arbitrator shall determine which of the two (2) rent determinations more closely represents ninety-eight percent (98%) of the Fair Rental Value for the Premises for the Renewal Term, taking into account all Relevant Factors, whether favorable to Landlord or Tenant. The Baseball Arbitrator may not select any other rental value for the applicable Renewal Term other than Landlord's Determination or Tenant's Determination. The determination of the Baseball Arbitrator shall be final and binding upon Landlord and Tenant and shall serve as the Minimum Rent payable for the Premises for the Renewal Term, and Landlord and Tenant each consents to the entry of judgment in any court having jurisdiction based upon such determination. After a determination has been made of ninety-eight percent (98%) of the Fair Rental Value, the parties shall execute and deliver an agreement setting forth the Minimum Rent for the Premises for the applicable Renewal Term, but the failure to so execute and deliver any such instrument shall not affect the determination of such Minimum Rent in accordance with this Article 45.

(G) The parties agree to cooperate throughout the arbitration proceeding and to pursue an expeditious resolution thereof. The fees and expenses of any arbitration pursuant to this Article 45 shall be borne by the parties equally, but each party shall bear the expense of its own attorneys and experts and the additional expenses of presenting its own proof. The Baseball Arbitrator shall not have the power to add to, modify or change any of the provisions of this Lease.

PURCHASE OPTION:

46.

(A) Tenant shall have the option (the “**Purchase Option**”), to be exercised as hereinafter provided, to purchase Landlord’s fee title interest in the Land and the Building (such interests of Landlord collectively sometimes herein referred to as “**fee title to the Premises**”) “as is” and “where is” as of the Closing Date (as hereinafter defined), without any representations or warranties by Landlord, upon the following terms and conditions:

(i) this Lease shall be in full force and effect;

(ii) Tenant shall not be in monetary or material non-monetary default under this Lease beyond the expiration of any applicable notice and cure periods at the time of the exercise by Tenant of the Purchase Option (it being understood that Landlord may waive any of such conditions in its sole discretion); and

(iii) Such purchase and sale shall be on the following terms and conditions:

(a) The purchase price shall be based on the then escalated Minimum Rent using a capitalization rate of 4.00% (the “**Purchase Price**”). For example, if the then escalated Minimum Rent payable to the Landlord is \$10,000,000, the purchase price would be \$250,000,000 calculated as follows: $\$10,000,000 \div .04 = \$250,000,000$;

(b) Tenant shall accept fee title to the Premises pursuant to a quit claim deed, subject to (w) those covenants, easements, restrictions and other title exceptions that are set forth in **Schedule 1** attached hereto, (x) such other covenants, easements, restrictions and other title exceptions placed or permitted on the Premises by any person other than Landlord, including, without limitation, by Tenant or any Tenant Party (or by any person holding or claiming through or under Tenant or any Tenant Party), (y) any other covenants, easements, restrictions and other title exceptions consented to or created by any person other than Landlord or a Landlord Indemnitee, including, without limitation, by Tenant or any Tenant Party (or by any person holding or claiming through or under Tenant or any Tenant Party), and (z) any covenants, easements, restrictions or other title exceptions created pursuant to or in connection with this Lease or to comply with Legal Requirements (collectively, the “**Permitted Exceptions**”);

(c) Within three (3) Business Days following Tenant’s delivery to Landlord of the Purchase Option Notice (as hereinafter defined), Tenant shall deposit with Landlord’s attorney or a national title company selected by Landlord (the “**Escrow Agent**”) the sum equal to ten percent (10%) of the Purchase Price (the “**Deposit**”); and

(d) The Minimum Rent, Additional Rent and all other sums and charges paid or payable by Tenant to Landlord provided for under this Lease shall be apportioned on the Closing Date, such apportionment to be on a per diem basis as of 12:01 a.m., on the day of closing (such apportionments to be made on the basis of the actual number of days elapsed for the period being apportioned).

(B) Tenant shall exercise the Purchase Option by irrevocably and unconditionally delivering notice to Landlord of Tenant’s election to do so (“**Purchase Option Notice**”), which notice must be received by Landlord solely during the following periods: (i) the date that is ninety (90) days prior to the tenth (10th) anniversary of the Commencement Date through and including tenth (10) anniversary of the Commencement Date, or (ii) the date that is ninety (90) days prior to the twentieth (20th) anniversary of the Commencement Date through and including the twentieth (20) anniversary of the Commencement Date, or (c) the date that is ninety (90) days prior to the

thirtieth (30th) anniversary of the Commencement Date through and including the thirtieth (30) anniversary of the Commencement Date. Tenant's Purchase Option Notice shall designate the date on which the closing shall take place (the "**Closing Date**"), which Closing Date shall occur on or before the date that is ninety (90) days after the date that Tenant delivers the Purchase Option Notice to Landlord. Notwithstanding the foregoing, Tenant shall have a one (1) time right to extend the Closing Date for a period not to exceed fifteen (15) days (the "**Outside Closing Date**"), provided that time shall be of the essence with regard to Tenant's obligation to close on the Outside Closing Date.

(C) Upon Landlord's receipt of the Purchase Option Notice, Landlord and Tenant shall, within ten (10) Business Days thereafter, execute and deliver a purchase and sale agreement ("**Purchase Option Contract**") in the form attached hereto as **Exhibit F**.

(D) The closing of the transfer of fee title to the Premises from Landlord to Tenant on the Closing Date (or the Outside Closing Date, as applicable) pursuant to the Purchase Option shall be held at the offices of Landlord's attorney or as otherwise mutually agreed between Landlord and Tenant.

(E) If the closing does not occur on account of a default by Tenant, then Landlord shall be entitled to, and shall receive, the Deposit as fixed and liquidated damages and the exercise by Tenant of the Purchase Option shall be null and void and of no further force or effect, and neither party shall have any further rights or obligations with respect to such Purchase Option, and this Article shall be null and void and of no further force or effect, but this Lease otherwise shall remain in full force and effect.

(F) If the closing does not occur on account of a default by Landlord, this Lease shall remain in full force and effect and the Escrow Agent shall deliver the Deposit, together with all accrued interest thereon, to Tenant, and Tenant shall have the right to specific performance and the right to seek reimbursement of its actual reasonable out-of-pocket costs incurred in connection with such default (including, without limitation, reasonable attorneys' fees) as its sole and exclusive remedy.

(G) Notwithstanding anything to the contrary, in no event shall (x) Landlord or the Landlord Indemnitees or (y) Tenant or Tenant Indemnitees be liable for special, consequential or punitive damages under this Article 46 or the Purchase Option Contract.

(H) Tenant acknowledges and agrees that any termination, cancellation or surrender of this Lease shall terminate Tenant's rights set forth in this Article.

(I) The Tenant initially named herein (i.e., Beth Israel Medical Center) may not assign or otherwise transfer its rights set forth in this Article, except to a Permitted Transferee.

RIGHT OF FIRST OFFER:

47. Notwithstanding anything to the contrary contained herein, in the event that at any time during the Term of this Lease, the initially named Landlord hereunder (i.e., Rivington Street Investors LLC) or an Affiliate thereof desires to either (i) sell the Building or the Land (including, without limitation, in conjunction with a co-op and/or condominium conversion), or (ii) overlease the Building for a term to commence during the Term of this Lease, then Landlord shall

give notice to Tenant of its desire to seek a sale of the Building and the terms and conditions thereof (collectively, "**Landlord's Initial ROFO Notice**"). Provided that (a) this Lease shall be in full force and effect, (b) Tenant shall not be in monetary or material non-monetary default under this Lease beyond the expiration of any applicable notice and cure periods at the time Landlord's Initial ROFO Notice is given, and (c) the initially named Tenant herein (i.e., Beth Israel Medical Center) or a Permitted Transferee shall then actually occupy at least fifty percent (50%) of the Premises at the time when Landlord's Initial ROFO Notice is given (inclusive of any space occupied by Permitted Users and CBO's), within thirty (30) days after Tenant receives Landlord's Initial ROFO Notice, time being of the essence, Tenant may notify Landlord ("**Tenant's ROFO Notice**") if Tenant is interested in purchasing the Building on the terms and conditions set forth in the Landlord's Initial ROFO Notice. Landlord and Tenant shall use commercially reasonable efforts to enter into a contract (the "**ROFO Contract**") for the sale of the Building substantially in the form of the Purchase Option Contract (and updated to reflect the terms of Landlord's Initial ROFO Notice) within ten (10) days after receipt of Tenant's ROFO Notice. In the event that the parties fail to enter into the ROFO Contract for any reason whatsoever, other than a breach of the obligation to utilize commercially reasonable good faith efforts to consummate a ROFO Contract in accordance herewith, within ten (10) days of Tenant's ROFO Notice (time being of the essence), then Tenant shall be deemed to have declined Landlord's Initial ROFO Notice and Landlord may offer to sell the Building to any third party, subject, nonetheless, to the remaining provisions of this Article 47. In the event that Tenant declines (or is deemed to have declined) Landlord's Initial ROFO Notice, then, in such case, Landlord shall have up to two hundred and seventy (270) days to identify a third party purchaser willing and able to consummate the subject transaction and, within the six (6) month period following such two hundred and seventy (270) day period, to close such transaction, which shall be for a purchase price no less than five (5%) percent below the purchase price set forth in Landlord's Initial ROFO Notice, failing which, Landlord shall be obligated to provide Tenant with a new Landlord's Initial ROFO Notice and Tenant shall again have the rights set forth in this Article 47 in connection therewith. Tenant acknowledges and agrees that the rights set forth in this Article 47 are personal to the Tenant initially named herein (i.e., Beth Israel Medical Center) and may not be assigned or otherwise transferred except to a Permitted Transferee. Tenant's rights under this Article 47 shall not apply if the Building shall be sold by reason of foreclosure or other proceedings brought to enforce a mortgage or if the Building shall be transferred by deed in lieu of foreclosure. Notwithstanding anything to the contrary herein, this Article 47 shall be null and void and of no further force or effect upon the transfer of the Building by the initially named Landlord hereunder (i.e., Rivington Street Investors LLC) or its Affiliate to any party who is not an Affiliate of Landlord.

LEASEHOLD CONDOMINIUM:

48.

(A) Landlord, at Landlord's sole cost and expense, hereby agrees to pay (I) the fees and expenses of Holland and Knight LLP, and (II) the costs of Peter F. Farinella Architect, P.C. (collectively, the "**Leasehold Condominium Costs**"), incurred in connection with Tenant's submission of Tenant's leasehold estate in the Premises granted to Tenant pursuant to this Lease to the provisions of Article 9-B of the New York Real Property Law (the "**Condominium Act**"). The condominium created by Tenant (the "**Leasehold Condominium**") will contain approximately one (1) unit per floor (each, a "**Leasehold Condominium Unit**"). The condominium declaration for the Leasehold Condominium (the "**Leasehold Declaration**"), the by-laws of the Leasehold Condominium (the "**Leasehold By-Laws**"), and the condominium floor plans for the

Leasehold Condominium (the "**Leasehold Floor Plans**" and together with the Leasehold Declaration and the Leasehold By-Laws, collectively, the "**Leasehold Condominium Documents**") shall be subject to the prior approval of Landlord which approval shall not be unreasonably withheld, delayed or conditioned, it being agreed that such Leasehold Condominium Documents (i) shall be expressly subject and subordinate to the terms and provisions of this Lease, (ii) shall expressly terminate on or before the earlier of (x) the Expiration Date and (y) the termination of this Lease pursuant to the terms hereof, (iii) shall not reduce any sums to be received by Landlord under this Lease; (iv) shall not impose any obligations on Landlord which are not set forth in this Lease (other than to a de minimis extent), and (v) do not affect any of Landlord's rights under this Lease other than to a de minimis extent. Tenant shall have the right at any time to assign its rights under this Article and the Leasehold Condominium Documents to any entity wholly owned by Tenant or controlling or under common control with Tenant, provided that (1) Tenant's interest under this Lease, if the same still exists, is contemporaneously transferred to such entity, which shall assume all of Tenant's obligations under this Lease and the Leasehold Condominium Documents, and (2) at all times, the initially named Tenant shall remain fully liable, jointly and severally, with such assignee for all of the obligations of Tenant under this Lease, if the same still exists, and the Leasehold Condominium Documents.

(B) Landlord's payment on Tenant's behalf of the Leasehold Condominium Costs as herein provided shall not constitute an opinion or agreement by Landlord that the Leasehold Condominium or the Leasehold Condominium Documents are in compliance with law, and that no such receipt and/or consent of Landlord pursuant to this Section or the denial of such consent shall impose any liability on or waive any rights of Landlord hereunder or affect or diminish any of Tenant's obligations hereunder.

(C) With respect to the creation of the Leasehold Condominium affecting Tenant's interest in this Lease, Landlord shall reasonably cooperate with Tenant including, if required, to provide information for and execute certificates, affidavits, instruments and documents for submission to the agencies of the City of New York and the State of New York as may be reasonably required, including, but not limited to, the following: (i) the execution of an affidavit in support of an application to the New York State Department of Law ("**DOL**") to obtain a so called "**No Action Letter**" to permit the creation of the Leasehold Condominium, which application Tenant shall prepare and Landlord shall submit, but subject to Landlord's review and approval, such approval not to be unreasonably withheld, conditioned, or delayed; (ii) a memorandum of lease, substantially in the form annexed hereto as **Exhibit G** together with the New York City Real Property Transfer Tax Return and the New York State Real Estate Transfer Tax Return required to record such memorandum of lease (collectively, the "**Transfer Tax Returns**") provided Landlord shall be solely responsible with respect to any transfer taxes payable in connection with the Leasehold Condominium, including, without limitation any Transfer Taxes due in connection with the conveyance of individual Leasehold Condominium units; and (iii) a Form PW-1 to be prepared by Peter F. Farinella Architect, P.C. for signature by Landlord, to be submitted to the New York City Department of Buildings (the "**DOB**") to secure DOB approval for the Leasehold Floor Plans. In addition, Landlord hereby consents to the submission of an RP-602-C for the creation of the Leasehold Condominium and shall sign the same as fee owner on request of Tenant. All costs and expenses incurred by Landlord in connection with its review of documents prepared by or on behalf of Tenant in connection with the creation of the Leasehold Condominium shall be the responsibility of Landlord.

(D) Subsequent to the creation of the Leasehold Condominium, the Leasehold Condominium shall be liable, jointly and severally with Tenant, for the performance of the obligations of Tenant pursuant to this Lease and Landlord shall accept performance of such obligations by the Leasehold Condominium as if the Leasehold Condominium were the Tenant named herein, provided, however, the foregoing shall not relieve Tenant from any of Tenant's obligations set forth in this Lease or limit in any respect the liability of Tenant for its obligations hereunder. Notwithstanding anything to the contrary contained in this Lease, in no event shall the Tenant be released from any of its obligations and liabilities under this Lease, it being the intention of the parties hereto that Tenant shall remain liable for all of Tenant's obligations hereunder, including, without limitation, the obligation to pay Minimum Rent and Additional Rent for the entire term of this Lease, whether or not Tenant continues to own any individual condominium units in the Leasehold Condominium.

(E) Notwithstanding anything to the contrary set forth in this Lease, Landlord and Tenant acknowledge and agree that (i) the Leasehold Condominium Documents are subject and subordinate to the terms and provisions of this Lease; (ii) nothing contained in the Leasehold Condominium Documents shall restrict or limit Landlord's rights under this Lease and in the event of any conflict between the terms and provisions of this Lease and the terms and provision of the Leasehold Condominium Documents, the terms and provision of the Lease shall control in all respects; (iii) in no event shall Landlord have any obligation to serve any notice under this Lease, including but not limited to, any notices of default, upon the owner of any Leasehold Condominium Unit (hereafter a "**Leasehold Condominium Unit Owner**"), provided that Landlord shall serve notice of default upon the board of managers of the Leasehold Condominium (the "**Leasehold Condominium Board**") (provided an address for the Leasehold Condominium Board is delivered to Landlord) in addition to any notice to Tenant; (iv) the Leasehold Condominium Documents shall provide the Leasehold Unit Owners irrevocably appoint the Leasehold Condominium Board as their agents for receipt of any notices or service of process in connection with any action commenced by Landlord to obtain possession of the Premises; (v) each Leasehold Unit Owner shall be jointly and severally liable with Tenant, to the extent of such Leasehold Unit Owner's percentage of common interest in the Leasehold Condominium, for the performance of the obligations of Tenant pursuant to this Lease; (vi) Tenant, as declarant under the Leasehold Condominium Documents, prior to permitting any third-party and/or affiliate of Tenant (a "**Tenant Affiliate**") to acquire an ownership interest in a Leasehold Condominium Unit or become a Leasehold Unit Owner, shall cause such party to execute and deliver the Deed, substantially in the same form annexed to and comprising a part of the Leasehold Condominium Documents; (vii) simultaneous with the conveyance by Tenant, as declarant, of any Leasehold Condominium Unit to a Tenant Affiliate or a third party, Tenant shall deliver notice to Landlord of the name and address of the transferee of such Leasehold Condominium Unit; (viii) the Leasehold Declaration shall provide that in the event of the transfer of any Leasehold Condominium Unit, the Leasehold Condominium Board shall give notice to Landlord of the name and address of such transferee of such Leasehold Condominium Unit; and (ix) a termination of this Lease shall result in a termination of the Leasehold Condominium.

(F) Notwithstanding anything to the contrary set forth in this Lease, in the event that this Lease shall expire or otherwise terminate, Tenant, at the request of Landlord, in Landlord's sole discretion, at Tenant's sole cost and expense, (i) shall take all actions reasonably requested by Landlord to confirm termination of the Leasehold Condominium and cause an appropriate termination of the Leasehold Condominium Documents ("**Termination of Leasehold Condominium Regime**") to be duly recorded or (ii) to the extent the Leasehold Condominium Units or any rights therein exist at such time, cause all of the Leasehold Condominium Units or

such rights therein to be conveyed to Landlord (the “Leasehold Units Transfer”) without consideration by quit claim deed or other appropriate assignment or conveyance document (it being agreed that no such transfer shall relieve Tenant of any of its obligations under this Lease). Tenant acknowledges that if there are any fees, expenses or taxes payable in connection with the Termination of the Leasehold Condominium Regime or the Leasehold Units Transfer, such fees, expenses and/or taxes shall be borne by Tenant and Tenant shall indemnify and hold Landlord harmless from the same. The provisions of this Section 48(F) shall survive the termination of this Lease.

(G) Notwithstanding anything contained in this Lease, the Condominium Declaration or any of the documents establishing the Leasehold Condominium to the contrary, the Condominium is a condominium of this Lease and the Land and not of Landlord’s fee interest in the Land and Building and Landlord is not subjecting Landlord’s fee interest to the lien of the foregoing documents or Tenant’s financing; provided, however, that nothing herein shall preclude or limit the ability of the parties to create a Leasehold Condominium.

MISCELLANEOUS:

49. (A) If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(B) Landlord and Tenant each hereby (a) irrevocably consents and submits to the jurisdiction of any Federal, state, county or municipal court sitting in the State of New York having subject matter jurisdiction in respect to any action or proceeding concerning any matters arising out of or in any way relating to this Lease; (b) irrevocably waives all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceedings if the same is brought in New York City; and (c) agrees that this Lease and the rights and obligations of the parties shall be governed by and construed, and all actions, proceedings and all controversies and disputes arising under or of or relating to this Lease shall be resolved in accordance with the internal substantive laws of the State of New York applicable to agreements made and to be wholly performed with the State of New York.

(C) If, in connection with the financing of the Property, the Building or the interest of the lessee under any Superior Lease, or if, in connection with the entering into of a Superior Lease, any lending institution or Superior Lessor, as the case may be, requests reasonable modifications of this Lease (such as requiring Tenant to give default notices to such entity) that do not increase rent or change the Term, or adversely affect the rights or obligations of Tenant under this Lease or decrease Landlord’s obligations under this Lease, Tenant shall make such modifications, at Landlord’s sole cost and expense.

(D) Wherever it is specifically provided in this Lease that a party’s consent is not to be unreasonably withheld, a response to a request for such consent shall also not be unreasonably conditioned or delayed. If either Landlord or Tenant considers that the other has unreasonably withheld a consent (where such standard is applicable), it shall so notify the other party within thirty (30) days after receipt of notice of denial of the requested consent or, in case notice of denial is not received within ten (10) days after making its request for the consent, within

ten (10) days thereafter. Tenant hereby waives any claim against Landlord which it may have based upon any assertion that Landlord has unreasonably withheld, conditioned or delayed any consent required hereunder, and Tenant agrees that its sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment. In the event of such a determination, the requested consent shall be deemed to have been granted; however, Landlord shall have no liability to Tenant for its refusal or failure to give such consent. The sole remedy for Landlord's unreasonably withholding or delaying of consent shall be as provided in this Section. Notwithstanding anything to the contrary contained herein, in the event that a court determines that Landlord acted maliciously or in bad faith in unreasonably withholding, conditioning, or delaying its consent or approval in an instance where Landlord was obligated not to unreasonably withhold, condition or delay its consent or approval, then the limitation on damages and remedies provided for in Section shall have no further application.

(E) The person(s) executing this Lease on behalf of Tenant and Landlord hereby represent and warrant that they have been duly authorized to execute this Lease for and on behalf of their respective parties.

(F) The listing of any name other than that of Tenant, whether on the doors of the Premises, on the Building directory, if any, or otherwise, shall not operate to vest any right or interest in this Lease or in the Premises, nor shall it be deemed to be the consent of Landlord to any assignment or transfer of this Lease, to any sublease of the Premises, or to the use or occupancy thereof by others.

(G) If Tenant is a general partnership (or is comprised of two (2) or more persons, individually, or as joint venturers or as copartners of a partnership, which for purposes of this Section shall include a limited liability partnership and a limited liability company) or if Tenant's interest in this Lease shall be assigned to a partnership (or to two (2) or more persons, individually, or as joint venturers or as copartners or a partnership) (any such partnership and such persons are referred to in this Section as "**Partnership Tenant**"), the following provisions shall apply to such Partnership Tenant: (i) the liability of each of the general partners comprising Partnership Tenant shall be joint and several, and (ii) each of the parties comprising Partnership Tenant hereby consents in advance to, and agrees to be bound by, any modification, termination or surrender of this Lease which may hereafter be made and by any notices, demands, requests or other communications which may hereafter be given, by Partnership Tenant or by any of the parties comprising Partnership Tenant, and (iii) any bills, statements, notices, demands, requests or other communications given or rendered to Partnership Tenant or to any of the parties comprising Partnership Tenant shall be deemed given or rendered to Partnership Tenant and to all such parties and shall be binding upon Partnership Tenant and all parties and (iv) if Partnership Tenant shall admit new general partners, all such new general partners shall, by their admission to Partnership Tenant, be deemed to have assumed performance of all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed, and (v) Partnership Tenant shall give prompt notice to Landlord of the admission of any such new general partners, and upon demand of Landlord, shall cause each such new general partner to execute and deliver to Landlord an agreement in form reasonably satisfactory to Landlord, wherein each such new general partner shall assume jointly and severally performance of all of the terms, covenants and conditions of this Lease on Tenant's part to be observed and performed (but neither Landlord's failure to request any such agreement nor the failure of any such new general partner to execute or deliver any such agreement to Landlord shall vitiate the provisions of this Section 49(G).

(H) Landlord and Tenant understand, agree, and acknowledge that (i) this Lease has been freely negotiated by both parties and (ii) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

(I) Notwithstanding anything herein to the contrary, it is to be strictly understood and agreed that (i) the submission by Landlord to Tenant of any drafts of this Lease or any correspondence with respect thereto shall (a) be deemed submission solely for Tenant's consideration and not for acceptance and execution, (b) have no binding force or effect, (c) not constitute an option for the leasing of the Premises or a lease or conveyance of the Premises by Landlord to Tenant and (d) not confer upon Tenant or any other party any title or estate in the Premises, (ii) the terms and conditions of this Lease shall not be binding upon either party hereto in any way unless and until it is unconditionally executed and delivered by both parties and all conditions precedent to the effectiveness thereof shall have been fulfilled or waived, and (iii) if this Lease is not so executed and delivered for any reason whatsoever (including, without limitation, either party's willful or other refusal to do so or bad faith), neither party shall be liable to the other with respect to this Lease on account of any written or parol representations, negotiations, any legal or equitable theory (including, without limitation, part performance, detrimental reliance, promissory estoppel, or undue enrichment) or otherwise.

(J) As an inducement to Landlord to enter into this Lease and as a condition to the effectiveness hereof, Tenant shall cause to be delivered to Landlord a guaranty (the "**Guaranty**"), executed by The Mount Sinai Hospital ("**Guarantor**") in the form attached hereto as **Exhibit F**.

(K) Tenant expressly acknowledges and agrees that Tenant shall not cause or permit any work of art or other item that is subject to the Visual Artists Rights Act of 1990 to be installed, constructed, erected or maintained in, on or at the Premises. Tenant hereby indemnifies Landlord against liability arising out of or in connection with a breach of the foregoing covenant.

(L) In the event of any dispute between Landlord and Tenant in any way related to this Lease, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and disbursements, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including any appeal and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment (collectively, "**Fees**"). The "prevailing party" shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or positions on major disputed issues. Any Fees incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment.

(M) Landlord and Tenant each represent and warrant to the other that (a) each of them and each person or entity directly or indirectly owning an interest in Tenant is (1) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or

regulation (collectively, the “List”), and (2) not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (b) none of its funds or other assets constitute property of, or are beneficially owned, directly or indirectly, by, any Embargoed Person, (c) no Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly), (d) none of its funds have been derived from any unlawful activity with the result that the investment in Landlord or Tenant, as applicable, is prohibited by law or that this Lease is in violation of law, and (e) each party has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times. The term “**Embargoed Person**” means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Tenant is prohibited by law or Tenant is in violation of law.

(i) Landlord and Tenant each covenant and agree (a) to comply with all Legal Requirements relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, (b) to immediately notify the other party in writing if any of the representations, warranties or covenants set forth in this Section are no longer true or have been breached or if Landlord or Tenant, as applicable, has a reasonable basis to believe that they may no longer be true or have been breached, (c) Tenant shall not use funds from any “**Prohibited Person**” (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to Landlord under this Lease and (d) at the request of Landlord, Tenant shall provide such information as may be reasonably requested by Landlord to determine Tenant’s compliance with the terms hereof.

(ii) Tenant hereby acknowledges and agrees that Tenant’s inclusion on the List at any time during this Lease Term shall be a material default of this Lease. Notwithstanding anything to the contrary contained herein, including but not limited to Tenant’s rights under Section 15(J), Tenant shall not permit the Premises or any portion thereof to be used or occupied by any person or entity on the List or by any Embargoed Person (on a permanent, temporary or transient basis), and any such use or occupancy of the Premises by any such person or entity shall be a material default of this Lease.

(N) In connection with any disputes relating to (i) any Alteration performed or to be performed hereunder by Tenant, (ii) any dispute arising between Landlord and Tenant as to whether Landlord has failed properly to pay an installment of Landlord’s Contribution, (iii) any dispute arising between Landlord and Tenant as to whether Landlord has failed properly to pay any Tenant’s Self-Help Expenses, or (iv) a proposed assignment of this Lease or sublease of the Premises by Tenant where it is alleged that Landlord has (a) failed to act reasonably with respect to a matter of discretion as to which Landlord is required to act reasonably pursuant to the terms and provisions of this Lease, or (b) unreasonably withheld, conditioned or delayed consent to a matter for which such consent could not be unreasonably withheld, conditioned or delayed pursuant to the terms and provisions of this Lease, or (vi) any dispute with respect to the provisions of Articles 13 and 14 hereof, Tenant may, as its sole and exclusive remedy, submit the dispute for resolution by

arbitration in the City of New York in accordance with the Commercial Arbitration Rules (Expedited Procedures) of the AAA, except that the terms of this Section 49(N) shall supersede any conflicting or otherwise inconsistent rules. Any dispute as to clauses (i) and (ii) above shall be submitted to arbitration within thirty (30) days after notice of (y) the alleged unreasonable withholding, conditioning or delaying of consent or (z) the alleged unreasonable decision as to the matter of discretion that is in dispute has been given. Provided the rules and regulations of the AAA so permit, (I) the AAA shall, within five (5) business days after such submission or application, select a single arbitrator having at least ten (10) years' experience in leasing and management of commercial properties similar to the Building, (II) the arbitration shall commence five (5) business days thereafter and shall be limited to a total of ten (10) hours on the date of commencement until completion, with each party having no more than a total of four (4) hours to present its case and to cross examine or interrogate persons supplying information or documentation on behalf of the other party, and (III) the arbitrator shall make a determination within five (5) business days after the conclusion of the presentation of Landlord's and Tenant's cases, which determination shall be limited to a decision upon whether Landlord acted reasonably in withholding its consent or approval. If the arbitrator determines that Landlord failed to act reasonably with respect to the granting of a consent (or unreasonably withheld, conditioned or delayed consent) where consent is not permitted to be unreasonably withheld, conditioned or delayed pursuant to the terms of this Lease, then the consent thereto shall be deemed granted. The arbitrator's determination shall be final and binding upon the parties, whether or not a judgment shall be entered in any court. All actions necessary to implement such decision shall be undertaken as soon as possible, but in no event later than ten (10) Business Days after the rendering of such decision. The arbitrator's determination may be entered in any court having jurisdiction thereof. All fees payable to the AAA for services rendered in connection with the resolution of the dispute shall be paid by the non-prevailing party.

(O) Provided that Tenant shall not be in default under this Lease beyond the expiration of any applicable notice and cure periods, Landlord shall cooperate with Tenant in Tenant's efforts to negotiate, implement and receive the benefits of incentive packages and programs with various governmental authorities (including economic development agencies), and to execute and deliver any supplements or modifications to this Lease that are reasonably required in connection therewith, provided that no such Lease modification or supplement shall (i) increase any obligation of Landlord under this Lease beyond a de minimis extent, (ii) adversely affect any right of or benefit to Landlord under this Lease (except to a de minimis extent), (iii) relieve Tenant of or reduce any of its obligations under this Lease, or (iv) interfere in any material respect with Landlord's ability to arrange financing for Landlord's interest in the Premises. Any and all fees, costs and expenses imposed by the applicable governmental authority shall be borne solely by Tenant, and Tenant shall reimburse Landlord, as Additional Rent, within thirty (30) days of Landlord's demand therefor, for any and all reasonable out-of-pocket fees, costs and expenses actually incurred by Landlord in connection with Tenant's requests and in cooperating with Tenant, including, without limitation, the reasonable costs and expenses of Landlord's counsel, consultants and professionals. Notwithstanding anything herein contained to the contrary, any benefits obtained by Tenant (or on behalf of Tenant) at Tenant's sole expense from any governmental authority shall be solely for the benefit of Tenant and to the extent that any of the same are granted to Landlord, Landlord shall assign (or pay) the same promptly to Tenant.

(P) Provided that Tenant shall not be in default under this Lease beyond the expiration of any applicable notice and cure periods, Landlord shall cooperate reasonably with Tenant in connection with Tenant's making arrangements to participate in any incentive programs

provided at any time and from time to time by any utility company serving the Building (or such other supplier of electricity with which Tenant contracts). Landlord shall cooperate reasonably with Tenant in arranging Tenant's participation in any such incentive programs in a manner that allows Tenant to realize the entire benefit thereof, including, without limitation, acquiring and/or installing (at Tenant's sole cost and expense) any separate water meter or other utility meters necessary to participate in any such incentive programs. Tenant shall pay to Landlord an amount equal to the out-of-pocket costs incurred by Landlord (including reasonable legal fees) in so cooperating with Tenant, within thirty (30) days after Landlord's request therefor from time to time.

(Q) Memorandum of Lease. Upon request by either, the parties shall promptly execute, acknowledge and deliver duplicate originals of a statutory form of memorandum of this Lease pursuant to the provisions of Section 291-c of the Real Property Law of the State of New York (a "**Memorandum of Lease**") substantially in the form annexed hereto as **Exhibit G**. Either party may record such Memorandum of Lease, provided that prior to the recordation of such Memorandum of Lease, Tenant shall deliver to Landlord a termination of such Memorandum of Lease in substantially the form attached hereto as **Exhibit G-1**, which termination shall be held in escrow by Landlord and recorded following the earlier of (i) the Expiration Date or (ii) a termination of this Lease. Any taxes imposed upon such recording shall be paid by the party that bears primary liability under law for payment of such taxes. If the parties amend this Lease, then the parties shall have the same rights and obligations regarding a memorandum of such amendment that they do for the Memorandum of Lease. If the Term of this Lease shall expire or sooner terminate and Tenant shall not have delivered such executed termination to Landlord within sixty (60) days after delivery by Landlord to Tenant of a request therefor, then Tenant shall indemnify, defend and hold Landlord harmless from and against any and all loss, cost, liability and expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of Tenant's failure to so execute a termination of the Memorandum of Lease. The provisions of this Section 49(Q) shall expressly survive the Expiration Date or sooner termination of the Term.

(R) Counterparts. This Lease may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single agreement. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Delivery of an executed counterpart of this Lease by facsimile or electronically shall be equally effective as delivery of an original executed counterpart.

CONFIDENTIALITY:

50. Each of Landlord and Tenant agrees that it shall keep the Lease and the terms thereof confidential and shall not disclose the same except: (i) to officers, directors, employees, lenders, attorneys, representatives and agents of any Landlord Indemnitee or Tenant Party, as applicable, who have a reason to know the same and who have agreed to keep same confidential, (ii) to acknowledge the existence of the Lease, but only after (a) the full and unconditional execution hereof and (b) the parties, acting reasonably, have agreed to and issued a press release announcing the same, (iii) to comply with Legal Requirements or any court order as provided below, (iv) to the extent same has become publicly available information, except through a breach of this Article 50, or (v) as may be agreed to in writing by Landlord and Tenant. Promptly after receiving any order or request by a court, governmental authority, or party asserting a legal basis for compelling disclosure of information not otherwise permitted to be disclosed hereunder, such party

(the "receiving party") shall notify the other party and such other party shall have the right, at its sole cost and expense, to seek to quash, terminate or limit the request or order. If the request or order is not quashed, withdrawn or terminated prior to the time that the receiving party determines, in its reasonable discretion, that it is legally obligated to disclose such information, the receiving party shall be permitted to disclose only such information as is necessary to comply with the request or order.

[end of agreement; signatures follow on the next page]

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the date first above written.

LANDLORD:

RIVINGTON STREET INVESTORS LLC

By: 

Name:

Martin Nussbaum

Title:

Authorized Signatory

TENANT:

BETH ISRAEL MEDICAL CENTER

By: _____

Name:

Title:

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the date first above written.

LANDLORD:

RIVINGTON STREET INVESTORS LLC

By: _____

Name:

Title:

TENANT:

BETH ISRAEL MEDICAL CENTER

By:  _____

Name: Donald Scanlon

Title: Executive Vice President

EXHIBIT A

DESCRIPTION OF THE PREMISES

ALL those certain lots, pieces or parcels of land, situate, lying and being in the tenth ward of the City of New York, State and County of New York, which, taken together, are bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly side of Rivington Street with the easterly side of Forsyth;

RUNNING THENCE easterly along the southerly side of Rivington Street, 200 feet 1 inch to the westerly side of Eldridge Street;

THENCE southerly along the westerly side of Eldridge Street, 99 feet 4 inches;

THENCE westerly and at an interior of 89 degrees 31 minutes 50 seconds with the last mentioned course 50 feet 2 inches to a point distant 99 feet 3 inches southerly from the southerly side of Rivington Street;

THENCE southerly and at an exterior angle of 89 degrees 31 minutes 50 seconds with the last mentioned course 9 inches to a point;

THENCE westerly and parallel with the southerly side of Rivington Street, 50 feet 1-3/4 of an inch to a point;

THENCE southerly and at an exterior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 50 feet to a point;

THENCE westerly and at an interior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 100 feet to the easterly side of Forsyth Street;

THENCE northerly along the easterly side of Forsyth Street 150 feet to the corner formed by the intersection of the southerly side of Forsyth Street, the point or place of BEGINNING.

EXHIBIT B
FORM OF EXISTING SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") executed on the date(s) indicated on each acknowledgment, but effective as of December __, 2018, among **BANK OZK** ("**Lender**"), **BETH ISRAEL MEDICAL CENTER** ("**Tenant**"), and **RIVINGTON STREET INVESTORS LLC**, a Delaware limited liability company ("**Landlord**").

STATEMENT OF BACKGROUND

Landlord and Tenant (or the predecessor in interest to either) entered into that certain Lease, dated December __, 2018 (as the same may be amended, supplemented or otherwise modified from time to time, the "**Lease**"), relating to the premises described therein (the "**Premises**") and being part of the Property (as defined below). Lender has made or has committed to make a loan (the "**Loan**") to Landlord (or Landlord's successor in interest) secured by a deed of trust, mortgage or security deed (the "**Mortgage**") and an assignment of leases and rents (the "**Assignment of Leases**") from Landlord to Lender covering certain property located at 45 Rivington Street, New York, New York 10002, as more particularly described on Exhibit A attached hereto (the "**Property**"), and including the Premises. Tenant has agreed that the Lease shall be subject and subordinate to the Mortgage, provided that, subject to the terms of this Agreement, Tenant is assured of continued occupancy of the Premises under the terms of the Lease.

STATEMENT OF AGREEMENT

For and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lease Subordinate to Mortgage. Subject to the express provisions of this Agreement, Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, liens and charges created thereby, and all of Tenant's right, title and interest in and to the Premises and any lease hereafter executed by Tenant covering any part of the Property, is and shall continue to be subject and subordinate in all respects to the Mortgage and all liens and security interests securing payment of the Loan and all other security instruments securing payment of any indebtedness of Landlord to Lender now or hereafter created which cover or affect any part of the Property and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder. Subject to the express provisions of this Agreement, Landlord and Tenant hereby expressly subordinate to the Mortgage any and all options to purchase the Property contained in the Lease or in any modification or amendment to the Lease, and further acknowledge that any such option or right of first refusal pursuant to the Lease to acquire all or any portion of the Property shall not be

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT - Page 1

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applicable to or effective after Lender's acquisition of the Property by foreclosure or other exercise of remedies under the Loan documents.

2. Non-Disturbance; Lender's Liability Limited. Lender does hereby covenant and agree with Tenant that, in the event Lender (or its designee) acquires title to the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant is not in default under the Lease beyond any applicable notice and cure periods, (a) the Lease shall continue in full force and effect as a direct Lease between Lender (or its designee) and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease (including any extensions thereof), and Lender will not disturb the possession of Tenant, (b) nothing herein shall preclude or limit the ability of Tenant to create and/or maintain a Leasehold Condominium (as such term is defined in the Lease) in accordance with, and subject to, the terms of the Lease, (c) Lender will not name Tenant as a party defendant in any action to foreclose the Mortgage (unless so naming Tenant shall be procedurally required in connection with such foreclosure) nor shall Lender take any action which would be in breach of Tenant's rights under the Lease to maintain the Leasehold Condominium structure, if applicable and (d) the Premises shall be subject to the Lease and Lender shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease (including any extensions thereof) in accordance with the provisions thereof and Lender shall recognize the rights of the parties under the Leasehold Condominium; provided, however, that Lender (or its designee) shall not be (i) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord) unless Tenant has an express right (to any such claim, offset or defense) under the terms of the Lease and unless further that the basis of such claim(s), offset(s) or defense(s) is a default under the Lease which is continuing after Lender (or its designee) acquires title to the Premises and Lender had notice thereof and an opportunity to cure such default in accordance with Section 5, (ii) liable for any act or omission of any prior landlord (including Landlord), but shall be responsible for the cure of any such act or omission if same is a default under the Lease which is continuing after Lender (or its designee) acquires title to the Premises and Lender had notice thereof and an opportunity to cure such default in accordance with Section 5, (iii) bound by any rent or additional rent which Tenant might have paid for more than the current month or any security deposit or other prepaid charge paid to any prior landlord (including Landlord) unless such sums are required to be paid in accordance with the terms of the Lease, or (iv) bound by any amendment or modification of the Lease made without its written consent to the extent the consent of Lender was required pursuant to the terms of the Mortgage or the related loan agreement, other than an amendment or modification (i) entered into to confirm the unilateral exercise by Tenant of a specific right or option under the Lease in accordance with all of the material terms of the Lease governing the exercise of such specific right or option, (ii) non-material amendments which are expressly contemplated to be entered into under the provisions of the Lease, such as to confirm the commencement date, rent commencement date or other dates or facts, or (iii) to address an administrative matter (such as a change of a notice address). Notwithstanding the foregoing or anything to the contrary contained herein, Lender hereby agrees that the consent of Lender shall not be required with respect to Tenant's exercising of its rights under the Lease, including, without limitation, renewal, first offer, subletting, assignment or the performance of alterations. Nothing contained herein shall

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT - Page 2

prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Mortgage to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy.

3. Tenant to Attorn to Lender. Tenant does hereby covenant and agree with Lender that, in the event Lender (or its designee) acquires title to the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall attorn to and recognize Lender (or its designee) as the landlord under the Lease for the remainder of the term thereof (including any extensions thereof), and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Tenant further covenants and agrees to execute and deliver upon request of Lender a reasonably appropriate agreement of attornment to Lender and any subsequent titleholder of the Premises.

4. Assignment of Leases; Rent Payable to Lender upon Landlord Default. Tenant acknowledges that Landlord will execute and deliver to Lender the Assignment of Leases as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant has been advised that the Assignment of Leases give Lender the right to collect rent and other sums payable under the Lease directly from Tenant upon the occurrence of a default under the Loan, and Tenant agrees that upon the receipt from Lender of notice of any such default, Tenant will thereafter pay all rent and other sums payable under the Lease directly to Lender (or as Lender shall direct) as they become due and payable. Notwithstanding anything to the contrary contained in the Mortgage or the Assignment of Leases, Landlord authorizes and directs Tenant to immediately and continuously make all such payments to or at the direction of Lender, releases Tenant of any and all liability to Landlord for any and all payments so made, and defends, indemnifies and holds Tenant harmless from and against any and all claims, demands, losses or liabilities asserted by, through or under Landlord for any and all payments so made. Tenant agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power of immunity granted by the Mortgage or the Assignment of Leases, will operate to impose any liability upon Lender for performance of any obligation of Landlord under the Lease unless and until Lender elects otherwise in writing or acquires the Property through foreclosure of the Mortgage or by deed from Landlord in lieu of foreclosure. Such payments shall continue until Lender directs Tenant otherwise in writing.

5. Notice of Default or Termination Event. Tenant hereby agrees to give prompt written notice to Lender of any default of Landlord under the Lease, and Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease. It is further agreed that such notice will be given to any successor in interest of Lender under the Mortgage, provided that prior to any such default of Landlord such successor in interest shall have given written notice to Tenant of its acquisition of Lender's interest therein, and shall have designated the address to which such notice is to be directed. Notwithstanding any provisions of the Lease to the contrary, Tenant may not terminate the Lease without affording to Lender or its successors a period of time to remedy any such default by Landlord equal to sixty (60) days, such period to commence upon the receipt by Lender or its successors of written notice of such default. If Lender or such successor commences or institutes foreclosure proceedings within sixty (60) days

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT - Page 3

after receipt of written notice of such default and then proceeds diligently to cure Landlord's default, the Lease shall not terminate and any purported termination by Tenant shall be ineffective.

6. Construction of Premises.

(a) Intentionally omitted.

(b) Any provision of this Agreement to the contrary notwithstanding (but subject to Tenant's offset and self-help rights expressly provided in the Lease), Lender shall have no obligation or incur any liability with respect to the construction or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy (including, without limitation, the funding of Landlord's Contribution and the Landlord's Base Building Contribution (as such terms are defined in the Lease)). Lender (or its designee) shall have no obligations nor incur any liability with respect to compliance with zoning, hazardous wastes or environmental laws, Landlord's title or Landlord's authority. In the event that Lender (or its designee) acquires title to the Premises, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest (and the rents, profits and proceeds thereof), if any, in the Premises, and Tenant shall look exclusively to such equity interest (and the rents, profits and proceeds thereof) of Lender, if any, in the Premises for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Premises.

7. Casualty and Condemnation Proceeds. Landlord, Tenant and Lender hereby acknowledge and agree that the application of casualty and condemnation proceeds with respect to Landlord's Premises shall be retained and disbursed in accordance with the Lease.

8. Lease Status. The Lease is in full force and effect and there are no amendments, supplements or modifications of any kind (except as referenced above) and together herewith constitutes the entire agreement between Tenant and Landlord with respect to the Premises. There are no other promises, agreements, understandings, or commitments of any kind between Landlord and Tenant with respect to the Premises or any other space at the Property, other than the Guaranty and the Construction Guaranty (as such terms are defined in the Lease).

9. Amendment, Rent Prepayment or Surrender. Without Lender's prior written consent, Tenant will not (i) enter into any agreement amending the rental, lease term or Landlord's obligations provided for in the Lease or terminating the Lease, (ii) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of its accrual or (iii) voluntarily surrender any portion of the Premises or terminate the Lease without cause or shorten the Lease term, and no such purported amendment, modification, termination, prepayment or voluntary surrender made without Lender's prior written consent shall be binding on Lender.

10. Invalid or Inoperative Provisions. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

12. No Mortgagee in Possession. Lender shall not, either by virtue of the Mortgage, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender acquires title to the Premises by foreclosure, conveyance in lieu of foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises as modified by the terms of this Agreement.

13. Notices. Any and all notices, elections, approvals, consents, demands, requests and responses thereto ("Communications") permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (ii) by delivering same in person to the intended addressee; or (iii) by delivery to a reputable independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Communications (i) mailed shall be effective upon two (2) Business Days' following its deposit (properly addressed) with the United States Postal Service or any successor thereto; (ii) given by personal delivery shall be effective only if and when received by the addressee; (iii) sent by a reputable commercial delivery service shall be effective upon the transmitting parties' receipt of written verification of delivery from such reputable commercial delivery service at the property address indicated hereinbelow; and (iv) given by other means shall be effective only if and when received at the designated address of the intended addressee. For purposes of Communications, the addresses of the parties shall be as set forth below:

Lender:	Bank OZK 8300 Douglas Avenue Suite 900 Dallas, Texas 75225 Attn: Managing Director, Asset Management
with a copy to:	Bank OZK 6th and Commercial P.O. Box 196 Ozark, Arkansas 72949 Attn: Regina Barker

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT - Page 5

with a copy to: King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036
Attn: Erik F. Andersen, Esq.

Landlord: Rivington Street Investors LLC
c/o Slate Property Group LLC
38 East 29th Street, 9th floor
New York, NY 10016
Attn: Martin Nussbaum

With copies to: Vanke US
130 West 42nd Street, 16th Floor
New York, NY 10036
Attn: Elliot Rishty

and Kasowitz Benson Torres LLP
1633 Broadway
New York, New York 10019
Attn: Adam M. Endick, Esq.

Tenant: Beth Israel Medical Center
Real Estate Division
150 East 42nd Street
New York, New York 10017
Att: Mr. Thomas C. Ahn

With copies to: The Mount Sinai Medical Center
Office of the General Counsel
150 East 42nd Street
New York, New York 10017
Attn: Christopher A. Considine, Esq.

and Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attn: Andrew L. Herz, Esq.

Any of the foregoing parties shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT - Page 6

and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease.

15. Multiple Counterparts; Modification or Termination. This Agreement may not be discharged or modified orally or in any manner other than by an agreement in writing specifically referring to this Agreement and signed by the party or parties to be charged thereby. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

16. Further Assurances. Whenever reasonably requested by Lender, Landlord and Tenant from time to time shall severally execute and deliver to or at the direction of Lender, and without charge to Lender, one or more written certifications of all of the matters set forth above, and as to Tenant's occupancy of the Premises, whether Tenant has exercised any renewal or expansion options and any other information that Lender may reasonably require to confirm the current status of the Lease, including, without limitation, a confirmation that the Lease is and remains subordinated as provided in this Agreement. Landlord and Tenant from time to time shall execute and deliver at Lender's request all instruments that may be reasonably necessary or appropriate to evidence their agreements hereunder.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date first written above.

LENDER:

BANK OZK

By: _____
Name:
Title:

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

On the ___ day of December, 2018, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

TENANT:

BETH ISRAEL MEDICAL CENTER

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On the ___ day of December, 2018, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

LANDLORD:

RIVINGTON STREET INVESTORS LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
) SS:
COUNTY OF _____)

On the ___ day of December, 2018, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

Land Description

ALL those certain lots, pieces or parcels of land, situate, lying and being in the tenth ward of the City of New York, State and County of New York, which, taken together, are bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly side of Rivington Street with the easterly side of Forsyth;

RUNNING THENCE easterly along the southerly side of Rivington Street, 200 feet 1 inch to the westerly side of Eldridge Street;

THENCE southerly along the westerly side of Eldridge Street, 99 feet 4 inches;

THENCE westerly and at an interior of 89 degrees 31 minutes 50 seconds with the last mentioned course 50 feet 2 inches to a point distant 99 feet 3 inches southerly from the southerly side of Rivington Street;

THENCE southerly and at an exterior angle of 89 degrees 31 minutes 50 seconds with the last mentioned course 9 inches to a point;

THENCE westerly and parallel with the southerly side of Rivington Street, 50 feet 1-3/4 of an inch to a point;

THENCE southerly and at an exterior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 50 feet to a point;

THENCE westerly and at an interior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 100 feet to the easterly side of Forsyth Street;

THENCE northerly along the easterly side of Forsyth Street 150 feet to the corner formed by the intersection of the southerly side of Forsyth Street, the point or place of BEGINNING.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT -- Exhibit A

EXHIBIT C

FORM OF CONSTRUCTION GUARANTY
(Immediately following)

CONSTRUCTION GUARANTY

“Premises” The entire building located at 45 Rivington Street, New York, New York (the “**Building**”)

“Landlord” Rivington Street Investors LLC

“Tenant” Beth Israel Medical Center

“Lease” That certain lease, dated as of December __, 2018, between Landlord and Tenant and covering the Premises, as the same may be hereafter modified, amended or assigned

“Guarantor”: The Mount Sinai Hospital

1. In consideration of, and as an inducement for, Landlord’s execution and delivery of the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord (i) the full and prompt payment of all costs and expenses incurred in connection with Tenant’s Initial Work and the Base Building Upgrades (as such terms are defined in the Lease), and (ii) any loss, cost, liability or expense (including, without limitation, Landlord’s reasonable attorneys’ fees and disbursements) arising from any mechanic’s, materialmen’s or similar liens which have been caused by Tenant, its agents, contractors or employees in connection with the performance of Tenant’s Initial Work and the Base Building Upgrades (items (i) and (ii) shall be collectively referred to herein as the “**Guaranteed Obligations**”). Notwithstanding anything contained herein, the Guaranteed Obligations may be partially reduced prior to full compliance with the requirements set forth in Section 7(H)(ii) of the Lease, upon the satisfaction of the following conditions: (1) Tenant’s architect shall certify to Landlord, such certification to be in form and substance reasonably satisfactory to Landlord, as to the percentage of the work completed and an itemized breakdown of the costs and expenses incurred by Tenant in connection with Tenant’s Initial Work and the Base Building Upgrades; (2) Tenant shall certify to Landlord, such certification to be in form and substance reasonably satisfactory to Landlord, as to the names of the contractors and subcontractors that have performed Tenant’s Initial Work and the Base Building Upgrades through such date, (3) Tenant shall have delivered to Landlord partial lien waivers (or full lien waivers in the event that Tenant’s Initial Work and/or the Base Building Upgrades, as the case may be, shall have been completed) from all contractors and subcontractors who have performed work or supplied materials in connection with Tenant’s Initial Work and the Base Building Upgrades through the date of such Tenant’s certification; and (4) Tenant shall not then be in default under the Lease only with respect to the provisions of Article 7 of the Lease regarding Tenant’s Initial Work and the Base Building Upgrades beyond the expiration of any applicable notice and cure period and no mechanic’s lien with respect to Tenant’s Initial Work and/or the Base Building Upgrades shall then be of record (unless Tenant shall have bonded over same to

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Landlord's reasonable satisfaction). Upon (a) the completion of Tenant's Initial Work and the Base Building Upgrades in accordance with the terms of Article 7 of the Lease and (b) the submission to Landlord of proof evidencing the payment in full for Tenant's Initial Work and the Base Building Upgrades including, but not limited to, delivery of Waivers of Mechanic Liens (in form reasonably acceptable to Landlord), this Guaranty shall be deemed to be terminated and of no further force or effect. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant shall not be obligated to complete Tenant's Initial Work as a condition to the termination of this Guaranty, provided that Tenant has performed the Construction Security Work. Notwithstanding anything to the contrary contained herein, (i) in no event shall Guarantor be liable for any consequential, punitive or special damages, or loss of profit or loss of business, under this Guaranty, and (ii) provided that Tenant is not in default under the Lease, in the event that Landlord shall fail to fund either the Landlord's Contribution and/or the Landlord's Base Building Contribution (as such terms are defined in the Lease) in accordance with the terms of Article 41 of the Lease, this Guaranty shall be of no further force or effect.

2. This Guaranty is an absolute, unconditional and irrevocable guaranty of the Guaranteed Obligations. The liability of Guarantor, as set forth above, is co-extensive with that of Tenant, and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of nonpayment, nonperformance or nonobservance (except any notice Landlord is required to give Tenant under the Lease), or of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Notwithstanding anything to the contrary contained herein, this Guaranty shall expire upon the payment and performance of the Guaranteed Obligations.

3. Guarantor hereby expressly agrees that this Guaranty shall be a continuing guaranty for the period that the Guaranteed Obligations remain outstanding and that the validity of this Guaranty and the obligations and liability of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion of or the failure by Landlord to assert against Tenant any of the rights or remedies reserved to Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any assignment, renewal or extension of the Lease or any amendment or modification thereof, whether pursuant to the Lease or by subsequent agreement of Landlord and Tenant, or (c) any extension of time that may be granted by Landlord to Tenant, or (d) any consent, indulgence or other action, inaction or omission under or in respect of the Lease, or (e) any dealings or transactions or matter or thing occurring between Landlord and Tenant, or (f) any bankruptcy, insolvency, reorganization, receivership or trusteeship affecting Tenant or Tenant's successors or assigns whether or not notice thereof is given to Guarantor, or (g) any other matter or thing whatsoever, whether or not specifically mentioned herein, other than full payment and performance of all Tenant's obligations under the Lease.

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4. No failure or delay on the part of Landlord in exercising any right, power or privilege under this Guaranty shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Landlord on account of the liability of Guarantor hereunder, Guarantor will notify Landlord in writing that such payment is for such purpose. No such payment by Guarantor pursuant to any provision hereof shall entitle Guarantor, by subrogation or otherwise, to the rights of Landlord to any payment by Tenant or out of the property of Tenant, except after payment in full of all sums owing by Tenant under the Lease.

6. Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Landlord in connection with any financing, refinancing or sale of the Building or any interest of Landlord therein, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications). Guarantor agrees that such certificates may be relied on by anyone holding or proposing to acquire from or through Landlord any interest in the Building or a part or by any mortgagee or prospective mortgagee of such building or any interest therein.

7. Guarantor represents and warrants that it is not entitled to immunity from judicial proceedings and agrees that, should Landlord or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Guarantor arising, directly or indirectly, out of or relating to this Guaranty, no immunity from such suit, action or proceeding will be claimed by or on behalf of Guarantor.

8. A. Guarantor acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Guaranty and all suits or actions to enforce this Guaranty may be dealt with and adjudicated in the state courts of New York in New York County or the federal courts sitting in New York County, State of New York, and Guarantor hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Guaranty or the Premises or in any suit, action or proceeding to enforce this Guaranty, it being understood that Landlord also has the right to bring any suit, action or proceeding to enforce this Guaranty in the appropriate courts in New York. Insofar as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Paragraph 8 or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Guarantor in any such court.

B. Provided that service of process is effected upon Guarantor in one of the manners hereafter specified in this Article or as otherwise provided by law, Guarantor

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irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court as is mentioned in the previous Paragraph, (ii) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum, or (iii) any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts. Provided that service of process is effected upon Guarantor in one of the manners specified in this Paragraph 8 or as otherwise permitted by law, Guarantor agrees that final judgment from which Guarantor has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon Guarantor and may, insofar as is permitted under applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Guarantor is subject, including the courts of New York by a suit upon such judgment.

C. Guarantor agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective any provisions of this Paragraph 8.

D. Nothing in this Paragraph 8 shall affect the right of the Landlord to serve process in any manner permitted by law.

E. The provisions of this Paragraph 8 shall survive the termination of this Guaranty for the purpose of any suit, action, or proceeding arising, directly or indirectly, out of or relating to this Guaranty or the Premises or any suit, action or proceeding to enforce this Guaranty.

9. Guarantor represents and warrants to Landlord as follows:

9.1. Guarantor is a not-for-profit corporation duly organized, validly existing in good standing under the laws of New York. The execution, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action.

9.2. Guarantor is not in default in the terms and conditions of any agreement to which it is a party or by which it is bound, such as would materially and adversely affect its ability to carry out the terms, covenants and conditions of this Guaranty.

9.3. Guarantor has the full power, authority and legal right to execute and deliver, and to perform and observe the provisions of this Guaranty including the payment of all moneys hereunder. This Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally.

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9.4. Guarantor is not in violation of any decree, ruling, judgment, order or injunction applicable to it, nor any law, ordinance, rule or regulation of whatever nature which taken alone or in the aggregate, would materially and adversely affect its ability to carry out any of the terms, covenants, and conditions of this Guaranty. There are no actions, proceedings or investigations pending or threatened against or affecting Guarantor (or any basis therefor known to Guarantor) before or by any court, arbitrator, administrative agency or other governmental authority or entity, which, taken alone or in the aggregate, if adversely decided, would materially and adversely affect its ability to carry out any of the terms, covenants and conditions of this Guaranty.

9.5. No authorization, approval, consent or permission (governmental or otherwise) of any court, agency, commission, or other authority or entities is required for the due execution, delivery, performance or observance by Guarantor of this Guaranty or for the payment of any sums hereunder. Guarantor agrees that if any such authorization, approval, consent, filing or permission shall be required in the future in order to permit or effect performance of the obligations of Guarantor under this Guaranty, Guarantor shall promptly inform Landlord or any of its successors or assigns and shall use its commercially reasonable efforts to obtain such authorization, approval, consent, filing or permission.

9.6. Tenant is an affiliate of Guarantor.

9.7. There has been no material adverse change in the business or condition, financial or otherwise, results of operation or prospects of Guarantor since the date of those audited financial statements, for the period ending December 31, 2017, copies of which have been made available to Landlord.

Guarantor acknowledges and agrees that a breach of any of the foregoing representations or warranties that would either have a material and adverse effect on Guarantor's ability to perform its obligations under this Guaranty or Landlord's ability to enforce its rights hereunder shall be a default under this Guaranty.

10. Guarantor covenants and agrees that it will maintain its corporate existence, rights and franchise in full force and effect so long as the Guaranty is outstanding, and will notify Landlord of any material adverse change in its financial condition.

11. Notwithstanding anything herein to the contrary, this Guaranty shall not be construed as creating a landlord-tenant relationship, nor shall the payment of any sums pursuant to this Guaranty entitle Guarantor to possess or occupy the Premises. The provisions of this Paragraph shall survive the expiration or sooner termination of this Guaranty and the Lease.

12. It is a condition of the grant, execution and delivery of the Lease that Guarantor execute and deliver this Guaranty. Guarantor acknowledges and agrees that the grant,

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execution and delivery of the Lease by Tenant is in Guarantor's best interests and, as an owner of some or all of the beneficial interests in Tenant, Guarantor expects to derive benefit therefrom, and Guarantor has received adequate and fair equivalent value for this Guaranty. Guarantor makes this Guaranty knowing that Landlord will rely hereon in leasing the Premises to Tenant. Guarantor conclusively acknowledges that Landlord's reliance hereon is in every respect justifiable and Guarantor received adequate and fair equivalent value for this Guaranty.

13. Should Landlord be obligated by any bankruptcy or other law to repay to Tenant or Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid to Landlord in respect of the Guaranteed Obligations, then this Guaranty shall be reinstated in the amount of such repayment. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayments if it in good faith and on the advice of counsel believes that such obligation exists.

14. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other remedy available to Landlord and shall not limit or prejudice any other legal or equitable remedy which Landlord may have.

15. All defined terms used in this Guaranty shall have the meanings ascribed to such terms in the Lease.

16. If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby and each provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

17. As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor hereby waives trial by jury and the right thereto in any action or proceeding of any kind or nature, arising on, under or by reason of or relating to, this Guaranty or any agreement collateral hereto.

18. This Guaranty sets forth the entire agreement between the parties and Guarantor absolutely, irrevocably and unconditionally waives any and all rights it may have to assert any claim, defense, set-off, counterclaim or cross-claim whatsoever with respect to the obligations of any other party, including Tenant. This Guaranty shall be governed in all respects by the laws of the State of New York.

19. Guarantor acknowledges that in the event this Guaranty is not in full force and effect or is terminated by Guarantor without Landlord's consent, in either case prior to the satisfaction of the Guaranteed Obligations or the termination of this Guaranty under Article 1

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above, it shall constitute a default under this Guaranty and the Lease entitling Landlord to exercise all of its remedies under this Guaranty, the Lease and/or at law.

20. Notwithstanding anything to the contrary contained herein, Guarantor shall also be obligated to pay all of Landlord's reasonable out-of-pocket costs and expenses in connection with the enforcement of this Guaranty.

21. This Guaranty shall be binding upon Guarantor and each Guarantor's heirs, administrators, estate, executors, personal representatives and successors and shall inure to the benefit of Landlord and its respective successors and assigns, any mortgagee, any ground lessor and anyone holding or acquiring any interest in the Premises from or through Landlord or its successors or assigns.

22. The terms "Landlord," and "Tenant" shall each be deemed to include the named party and such party's successors and assigns. The obligations of Guarantor hereunder and/or this Guaranty may not be assigned or transferred.

23. This Guaranty and the obligations of Guarantor hereunder shall survive the expiration or earlier termination of the Lease but only to the extent that the Guaranteed Obligations shall not have been satisfied.

24. Every notice, demand, consent, approval, request or other communication (collectively, "notices") which may be or is required to be given under this Guaranty or by law shall be in writing and shall be sent either (a) by United States certified or registered mail, postage prepaid, return receipt requested, or (b) by nationally recognized overnight courier service (which shall include, without limitation, Express Mail) or hand delivery (against confirmation of delivery or rejection of delivery), and shall be addressed:

(a) if to Guarantor, to

The Mount Sinai Hospital
Real Estate Division
150 East 42nd Street
New York, New York 10017
Attention: Mr. Thomas C. Ahn

With copies thereof at all times to:

The Mount Sinai Medical Center
Office of the General Counsel
150 East 42nd Street

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New York, New York 10017
Attention: Christopher A. Considine, Esq.

with additional copies thereof at all times to:

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attention: Andrew L. Herz, Esq.

(b) if to Landlord, to

Rivington Street Investors LLC
c/o Slate Property Group LLC
38 East 29th Street, 9th floor
New York, NY 10016
Attention: Martin Nussbaum

With copies thereof at all times to:

Vanke US
130 West 42nd Street, 16th Floor
New York, NY 10036
Attention: Elliot Rishty

with additional copies thereof at all times to:

Kasowitz Benson Torres LLP
1633 Broadway
New York, New York 10019
Attention: Adam M. Endick, Esq.

and the same shall be deemed delivered (A) two (2) business days after deposited in the United States mail, (B) the day following delivery to an overnight courier or (C) when delivered by hand. A notice given by counsel for Landlord or Guarantor shall be deemed a valid notice if addressed and sent in accordance with the provisions of this Article. Either party may designate, by similar written notice to the other party, any other address for such purposes. Each of the parties hereto waives personal or any other service other than as provided for in this Article.

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Dated: As of December ___, 2018

The Mount Sinai Hospital

By: _____
Name: Donald Scanlon
Title: Executive Vice President

STATE OF _____) ss:
COUNTY OF _____

On the ___ day of December in the year 2018, before me, the undersigned personally appeared DONALD SCANLON personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT D

RESTORATION FUNDS

SECTION 1

(a) Payment to Depository. Subject to the provisions of Section 2 of this Exhibit D, Depository shall pay over to Tenant from time to time, upon the following terms, any Restoration Funds; provided, however, that Depository, before paying such monies over to Tenant, shall be entitled to reimburse itself, Tenant and Landlord therefrom to the extent, if any, of the necessary, reasonable and proper expenses (including reasonable attorneys' fees and disbursements) paid or incurred by each of the foregoing in the collection of such monies. If the Restoration Funds are One Million Dollars (\$1,000,000) (or such lesser dollar amount as may be required by a Superior Mortgagee) or less, the same shall be paid directly to Tenant in trust for the Casualty Restoration. If the Restoration Funds are more than One Million Dollars (\$1,000,000) (or such lesser dollar amount as may be required by a Superior Mortgagee), Depository shall disburse the Restoration Funds to Tenant in the manner provided in Sections 1 and 2 of this Exhibit D.

(b) Retainage of Restoration Funds. Subject to the provisions of Section 2 of this Exhibit D, to the extent the Restoration Funds are paid to the Depository, such Restoration Funds shall be paid to Tenant in installments as the Casualty Restoration progresses, less retainage equal to ten percent (10%) until fifty percent (50%) of such Casualty Restoration is completed, and five percent (5%) until such Casualty Restoration is fully completed, upon application to be submitted by Tenant to Depository and Landlord showing the cost of labor and materials (i) purchased and delivered to the Premises for incorporation in such Casualty Restoration, or (ii) incorporated therein since the last previous application, and due and payable or paid by Tenant. The Depository shall release that portion of the retainage applicable to each trade upon completion by such trade of its portion of such Casualty Restoration. If any vendor's, mechanic's, laborer's or materialman's lien is filed against the Premises or any part thereof, and if such lien is not satisfied or discharged (by bonding or otherwise) within sixty (60) days after filing of the lien, Tenant shall not be entitled to receive any further installment until such lien is satisfied or discharged (by bonding or otherwise). Notwithstanding the foregoing, the existence of any such lien shall not preclude Tenant from receiving any installment of Restoration Funds, provided such lien will be discharged with funds from such installment or if Depository shall be holding funds for the Restoration.

(c) Balance of Funds. Upon receipt by Landlord and Depository of evidence reasonably satisfactory to it that the Casualty Restoration has been completed except to an immaterial extent and paid for in full and that there are no liens on the Premises as a result thereof, the balance of the Restoration Funds shall be paid over to Tenant within ten (10) Business Days of Landlord's and Depository's receipt of such evidence.

SECTION 2 Conditions Precedent to Disbursement. Subject in all respects to the terms and conditions of the Existing Superior Mortgage, the following shall be conditions precedent to the payment of each installment of Restoration Funds to Tenant as provided in Section 1 of this Exhibit D:

(a) there shall be submitted to Depository and Landlord the certificate of an architect selected by Tenant and approved by Landlord (which approval shall not be unreasonably

withheld, conditioned or delayed) stating that (i) the sum then requested to be withdrawn either has been paid by Tenant or is due and payable to contractors, subcontractors, materialmen, engineers, architects or other persons (whose names and addresses shall be stated) who have rendered or furnished services or materials for the Casualty Restoration and giving a brief description of such services and materials and the principal subdivisions or categories thereof and the several amounts so paid or due to each of said persons in respect thereof, and stating in reasonable detail the progress of the Casualty Restoration up to the date of said certificate, accompanied by invoices from any such contractors, subcontractors, materialmen, engineers, architects and other persons, (ii) no part of such expenditures has been or is being made the basis, in any previous or then pending requisition, for the withdrawal of the Restoration Funds or has been made out of the Restoration Funds previously received by Tenant, (iii) the sum then requested does not exceed the value of the services and materials described in the certificate, (iv) the materials, fixtures and equipment for which payment is being requested are in accordance with the applicable plans and specifications and changes thereto, approved, to the extent required hereunder, by Landlord, (v) except in the case of the final request for payment by Tenant, the balance of the Restoration Funds held by Depository, together with any additional funds or security provided by Tenant to the Depository, will be sufficient upon completion of the Casualty Restoration to pay for the same in full, and stating in reasonable detail an estimate of the cost of such completion, and (vi) in the case of the final request for payment by Tenant, the Casualty Restoration shall have been completed, substantially and in all material respects, in accordance with the provisions of Article 7 of the Lease;

(b) there shall be furnished to Landlord and Depository an official search, or a certificate of a title insurance company reasonably satisfactory to Landlord, or other evidence reasonably satisfactory to Landlord, showing that there has not been filed any (i) vendor's, mechanics', laborer's or materialman's statutory or other similar lien affecting the Premises or any part thereof, in an aggregate amount of greater than or equal to Seventy-Five Thousand Dollars (\$75,000), which had not been discharged of record (by bonding or otherwise) subject to Tenant's right to dispute same in accordance with Section 7(D) of the Lease and except such as will be discharged upon payment of the requisite amount out of the sum then requested to be withdrawn, and (ii) other liens or encumbrances against the Premises other than (A) liens or encumbrances which the Casualty Restoration is intended to remove or (B) mortgages or other liens expressly permitted hereunder;

(c) Tenant shall have delivered to Landlord and to Depository waivers of mechanics' liens with respect to all of the Casualty Restoration completed prior to the date of Tenant's payment application, on forms reasonably satisfactory to Landlord; and

(d) at the time of making such payment, there is no existing and unremedied default in the payment of Minimum Rent or Additional Rent, or a default beyond the expiration of all applicable notice and cure periods on the part of Tenant.

SECTION 3 Any dispute arising under or in connection with any provision of this Exhibit D shall be determined by arbitration pursuant to Section 49(N) of the Lease.

EXHIBIT F
FORM OF GUARANTY
(Immediately Following)

GUARANTY OF PERFORMANCE AND OBLIGATIONS

“Premises”	The entire building located at 45 Rivington Street, New York, New York (the “ Building ”)
“Landlord”	Rivington Street Investors LLC
“Tenant”	Beth Israel Medical Center
“Lease”	That certain lease, dated as of December __, 2018, between Landlord and Tenant and covering the Premises, as the same may be hereafter modified, amended or assigned
“Guarantor”:	The Mount Sinai Hospital

1. In consideration of, and as an inducement for, Landlord’s granting, executing and delivering the Lease to Tenant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord the performance of all of Tenant’s obligations under the Lease, including without limitation, the full payment of all Minimum Rent and Additional Rent (as such terms are defined in the Lease). Guarantor hereby covenants and agrees with Landlord that if a default beyond the expiration of all applicable notice and cure periods shall at any time occur in the payment of any such Minimum Rent or Additional Rent, Guarantor shall forthwith upon demand pay such Minimum Rent and/or Additional Rent to Landlord in legal currency of the United States by check at the offices of Landlord.

2. This Guaranty is an absolute, unconditional and irrevocable guaranty of payment and performance, and not merely a guaranty of collection, and at all times the Guarantor’s obligations hereunder shall be absolute, irrevocable and unconditional in all respects. The liability of Guarantor, as set forth above, is co-extensive with that of Tenant, and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceedings on Landlord’s part of any kind or nature whatsoever against Tenant and without the necessity of any notice of nonpayment, nonperformance or nonobservance (except any notice Landlord is required to give Tenant under the Lease), or of any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives.

3. Guarantor hereby expressly agrees that this Guaranty shall be a continuing guaranty and that the validity of this Guaranty and the obligations and liability of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion of or the failure by Landlord to assert against Tenant any of the rights or remedies reserved to Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any assignment, renewal or extension of the Lease or any amendment or modification thereof, whether pursuant to the Lease or by subsequent agreement of Landlord and Tenant, or (c) any extension of time that may be granted by Landlord to Tenant, or (d) any consent, indulgence or

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other action, inaction or omission under or in respect of the Lease, or (e) any dealings or transactions or matter or thing occurring between Landlord and Tenant, or (f) any bankruptcy, insolvency, reorganization, receivership or trusteeship affecting Tenant or Tenant's successors or assigns whether or not notice thereof is given to Guarantor, or (g) any other matter or thing whatsoever, whether or not specifically mentioned herein, other than full payment and performance of all Tenant's obligations under the Lease.

4. No failure or delay on the part of Landlord in exercising any right, power or privilege under this Guaranty shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Landlord on account of the liability of Guarantor hereunder, Guarantor will notify Landlord in writing that such payment is for such purpose. No such payment by Guarantor pursuant to any provision hereof shall entitle Guarantor, by subrogation or otherwise, to the rights of Landlord to any payment by Tenant or out of the property of Tenant, except after payment in full of all sums owing by Tenant under the Lease.

6. Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Landlord in connection with any financing, refinancing or sale of the Building or any interest of Landlord therein, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modifications). Guarantor agrees that such certificates may be relied on by anyone holding or proposing to acquire from or through Landlord any interest in the Building or by any mortgagee or prospective mortgagee of such building or any interest therein.

7. Guarantor represents and warrants that it is not entitled to immunity from judicial proceedings and agrees that, should Landlord or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Guarantor arising, directly or indirectly, out of or relating to this Guaranty, no immunity from such suit, action or proceeding will be claimed by or on behalf of Guarantor.

8. A. Guarantor acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Guaranty and all suits or actions to enforce this Guaranty may be dealt with and adjudicated in the state courts of New York in New York County or the federal courts sitting in New York County, State of New York, and Guarantor hereby expressly and irrevocably submits to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Guaranty or the Premises or in any suit, action or proceeding to enforce this Guaranty, it being understood that Landlord also has the right to bring any suit, action or proceeding to enforce this Guaranty in the appropriate courts in

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New York. Insofar as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Paragraph 8 or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Guarantor in any such court.

B. Provided that service of process is effected upon Guarantor in one of the manners hereafter specified in this Article or as otherwise provided by law, Guarantor irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding brought in such a court as is mentioned in the previous Paragraph, (ii) any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum, or (iii) any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts. Provided that service of process is effected upon Guarantor in one of the manners specified in this Paragraph 8 or as otherwise permitted by law, Guarantor agrees that final judgment from which Guarantor has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon Guarantor and may, insofar as is permitted under applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Guarantor is subject, including the courts of New York by a suit upon such judgment.

C. Guarantor agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective any provisions of this Paragraph 8.

D. Nothing in this Paragraph 8 shall affect the right of the Landlord to serve process in any manner permitted by law.

E. The provisions of this Paragraph 8 shall survive the termination of this Guaranty for the purpose of any suit, action, or proceeding arising, directly or indirectly, out of or relating to this Guaranty or the Premises or any suit, action or proceeding to enforce this Guaranty.

9. Guarantor represents and warrants to Landlord as follows:

9.1. Guarantor is a not-for-profit corporation duly organized, validly existing in good standing under the laws of New York. The execution, delivery and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action.

9.2. Guarantor is not in default in the terms and conditions of any agreement to which it is a party or by which it is bound, such as would materially and adversely affect its ability to carry out the terms, covenants and conditions of this Guaranty.

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9.3. Guarantor has the full power, authority and legal right to execute and deliver, and to perform and observe the provisions of this Guaranty including the payment of all moneys hereunder. This Guaranty constitutes the legal, valid and binding obligation of Guarantor enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally.

9.4. Guarantor is not in violation of any decree, ruling, judgment, order or injunction applicable to it, nor any law, ordinance, rule or regulation of whatever nature which taken alone or in the aggregate, would materially and adversely affect its ability to carry out any of the terms, covenants, and conditions of this Guaranty. There are no actions, proceedings or investigations pending or threatened against or affecting Guarantor (or any basis therefor known to Guarantor) before or by any court, arbitrator, administrative agency or other governmental authority or entity, which, taken alone or in the aggregate, if adversely decided, would materially and adversely affect its ability to carry out any of the terms, covenants and conditions of this Guaranty.

9.5. No authorization, approval, consent or permission (governmental or otherwise) of any court, agency, commission, or other authority or entities is required for the due execution, delivery, performance or observance by Guarantor of this Guaranty or for the payment of any sums hereunder. Guarantor agrees that if any such authorization, approval, consent, filing or permission shall be required in the future in order to permit or effect performance of the obligations of Guarantor under this Guaranty, Guarantor shall promptly inform Landlord or any of its successors or assigns and shall use its commercially reasonable efforts to obtain such authorization, approval, consent, filing or permission.

9.6. Tenant is an affiliate of Guarantor.

9.7. There has been no material adverse change in the business or condition, financial or otherwise, results of operation or prospects of Guarantor since the date of those audited financial statements, for the period ending December 31, 2017, copies of which have been made available to Landlord.

Guarantor acknowledges and agrees that a breach of any of the foregoing representations or warranties that would either have a material and adverse effect on Guarantor's ability to perform its obligations under this Guaranty or Landlord's ability to enforce its rights hereunder shall be a default under this Guaranty.

10. Guarantor covenants and agrees that it will maintain its corporate existence, rights and franchise in full force and effect so long as the Guaranty is outstanding, and will notify Landlord of any material adverse change in its financial condition.

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11. Notwithstanding anything herein to the contrary, this Guaranty shall not be construed as creating a landlord-tenant relationship, nor shall the payment of any sums pursuant to this Guaranty entitle Guarantor to possess or occupy the Premises. The provisions of this Paragraph shall survive the expiration or sooner termination of this Guaranty and the Lease.

12. It is a condition of the grant, execution and delivery of the Lease that Guarantor execute and deliver this Guaranty. Guarantor acknowledges and agrees that the grant, execution and delivery of the Lease by Tenant is in Guarantor's best interests and, as an owner of some or all of the beneficial interests in Tenant, Guarantor expects to derive benefit therefrom, and Guarantor has received adequate and fair equivalent value for this Guaranty. Guarantor makes this Guaranty knowing that Landlord will rely hereon in leasing the Premises to Tenant. Guarantor conclusively acknowledges that Landlord's reliance hereon is in every respect justifiable and Guarantor received adequate and fair equivalent value for this Guaranty.

13. Should Landlord be obligated by any bankruptcy or other law to repay to Tenant or Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, then this Guaranty shall be reinstated in the amount of such repayment. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayments if it in good faith and on the advice of counsel believes that such obligation exists.

14. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other remedy available to Landlord and shall not limit or prejudice any other legal or equitable remedy which Landlord may have.

15. All defined terms used in this Guaranty shall have the meanings ascribed to such terms in the Lease.

16. If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby and each provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

17. As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Guarantor hereby waives trial by jury and the right thereto in any action or proceeding of any kind or nature, arising on, under or by reason of or relating to, this Guaranty or any agreement collateral hereto.

18. This Guaranty sets forth the entire agreement between the parties and Guarantor absolutely, irrevocably and unconditionally waives any and all rights it may have to assert any claim, defense, set-off, counterclaim or cross-claim whatsoever with respect to the

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obligations of any other party, including Tenant. This Guaranty shall be governed in all respects by the laws of the State of New York.

19. Guarantor acknowledges that in the event this Guaranty is not in full force and effect or is terminated by Guarantor without Landlord's consent, it shall constitute a default under this Guaranty and the Lease entitling Landlord to exercise all of its remedies under this Guaranty, the Lease and/or at law.

20. Notwithstanding anything to the contrary contained herein, Guarantor shall also be obligated to pay all of Landlord's reasonable out-of-pocket costs and expenses in connection with the enforcement of this Guaranty.

21. This Guaranty shall be binding upon Guarantor and each Guarantor's heirs, administrators, estate, executors, personal representatives and successors and shall inure to the benefit of Landlord and its respective successors and assigns, any mortgagee, any ground lessor and anyone holding or acquiring any interest in the Premises from or through Landlord or its successors or assigns.

22. The terms "Landlord," and "Tenant" shall each be deemed to include the named party and such party's successors and assigns. The obligations of Guarantor hereunder and/or this Guaranty may not be assigned or transferred.

23. This Guaranty and the obligations of Guarantor hereunder shall survive the expiration or earlier termination of the Lease.

24. Every notice, demand, consent, approval, request or other communication (collectively, "notices") which may be or is required to be given under this Guaranty or by law shall be in writing and shall be sent either (a) by United States certified or registered mail, postage prepaid, return receipt requested, or (b) by nationally recognized overnight courier service (which shall include, without limitation, Express Mail) or hand delivery (against confirmation of delivery or rejection of delivery), and shall be addressed:

(a) if to Guarantor, to

The Mount Sinai Hospital
Real Estate Division
150 East 42nd Street
New York, New York 10017
Attention: Mr. Thomas C. Ahn

With copies thereof at all times to:

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The Mount Sinai Medical Center
Office of the General Counsel
150 East 42nd Street
New York, New York 10017
Attention: Christopher A. Considine, Esq.

with additional copies thereof at all times to:

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attention: Andrew L. Herz, Esq.

(b) if to Landlord, to

Rivington Street Investors LLC
c/o Slate Property Group LLC
38 East 29th Street, 9th floor
New York, NY 10016
Attention: Martin Nussbaum

With copies thereof at all times to:

Vanke US
130 West 42nd Street, 16th Floor
New York, NY 10036
Attention: Elliot Rishty

with additional copies thereof at all times to:

Kasowitz Benson Torres LLP
1633 Broadway
New York, New York 10019
Attention: Adam M. Endick, Esq.

and the same shall be deemed delivered (A) two (2) business days after deposited in the United States mail, (B) the day following delivery to an overnight courier or (C) when delivered by hand. A notice given by counsel for Landlord or Guarantor shall be deemed a valid notice if addressed and sent in accordance with the provisions of this Article. Either party may designate,

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by similar written notice to the other party, any other address for such purposes. Each of the parties hereto waives personal or any other service other than as provided for in this Article.

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Dated: As of December ___, 2018

The Mount Sinai Hospital

By: _____
Name: Donald Scanlon
Title: Executive Vice President

STATE OF _____) ss:
COUNTY OF _____

On the ___ day of December in the year 2018, before me, the undersigned personally appeared DONALD SCANLON personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT G

FORM OF MEMORANDUM OF LEASE
(immediately following)

FORM OF MEMORANDUM OF LEASE

County: New York
City: New York
Block:
Lot:

Record and Return to:
Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
Attention: Andrew L. Herz, Esq.

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE ("Memorandum"), made as of the [] day of [], 2018, by and between RIVINGTON STREET INVESTORS LLC, a Delaware limited liability company, having an address at c/o Slate Property Group LLC, 38 East 29th Street, 9th floor, New York, NY 10016 ("Landlord"), and BETH ISRAEL MEDICAL CENTER, a New York not-for-profit corporation, having an address at c/o Mount Sinai Real Estate, 150 East 42nd Street, 2nd Floor, New York, New York 10017 ("Tenant").

Landlord and Tenant hereby acknowledge the following:

1. Landlord and Tenant have entered into a certain Agreement of Lease, dated as of the date hereof (the "Lease"), pursuant to which Landlord has leased to Tenant certain premises (the "Premises") consisting of the entire building known as 45 Rivington Street, New York, New York (the "Building"), which Building is located on and forms part of the real property more particularly described in Schedule A attached hereto (the "Real Property").
2. The initial term of the Lease (the "Term") commences on January 15, 2019 (the "Commencement Date") and expires on the last day of the calendar month in which the thirty-second (32nd) anniversary of the Commencement Date occurs (i.e., January 31, 2051).
3. Tenant has the right to renew the Term for either (a) two (2) consecutive five (5) years terms or (b) one (1) single ten (10) year term, upon and subject to the terms and conditions set forth in Article 45 of the Lease.
4. Tenant has the right to purchase Landlord's fee title interest in the Real Property by delivering written notice to Landlord of such election during the ninety (90) day period prior to each of the tenth (10th), twentieth (20th) and thirtieth (30th) anniversaries of the Commencement Date, subject to the terms and conditions set forth in Article 46 of the Lease.

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5. If the initially named Landlord under the Lease or an Affiliate (as defined in the Lease) thereof desires to sell the Building or the Real Property or overlease the Building for a term to commence during the Term of the Lease, then Landlord shall give notice to Tenant stating the terms and conditions thereof and Tenant shall have the right to purchase the Building or Real Property, as applicable, subject to the terms and conditions set forth in Article 47 of the Lease.

6. This Memorandum is for recording purposes only to provide notice of the Lease and certain rights of Tenant therein and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect. The rights and obligations of Tenant are set forth in the Lease, to which reference is made for further information. If a conflict exists between the terms of the Lease and this Memorandum, the terms contained in the Lease shall govern and be controlling.

7. This Memorandum may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum effective as of the day and year first above written.

“LANDLORD”

RIVINGTON STREET INVESTORS LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

State of New York)

County of New York) ss.:

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgement

[Signature Page to Memorandum of Lease]

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"TENANT"

BETH ISRAEL MEDICAL CENTER, a new
York not-for-profit corporation

By: _____
Name: _____
Title: _____

State of New York)

County of New York) ss.:

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgement

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SCHEDULE A

Real Property

ALL those certain lots, pieces or parcels of land, situate, lying and being in the tenth ward of the City of New York, State and County of New York, which, taken together, are bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly side of Rivington Street with the easterly side of Forsyth;

RUNNING THENCE easterly along the southerly side of Rivington Street, 200 feet 1 inch to the westerly side of Eldridge Street;

THENCE southerly along the westerly side of Eldridge Street, 99 feet 4 inches;

THENCE westerly and at an interior of 89 degrees 31 minutes 50 seconds with the last mentioned course 50 feet 2 inches to a point distant 99 feet 3 inches southerly from the southerly side of Rivington Street;

THENCE southerly and at an exterior angle of 89 degrees 31 minutes 50 seconds with the last mentioned course 9 inches to a point;

THENCE westerly and parallel with the southerly side of Rivington Street, 50 feet 1-3/4 of an inch to a point;

THENCE southerly and at an exterior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 50 feet to a point;

THENCE westerly and at an interior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 100 feet to the easterly side of Forsyth Street;

THENCE northerly along the easterly side of Forsyth Street 150 feet to the corner formed by the intersection of the southerly side of Forsyth Street, the point or place of BEGINNING.

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EXHIBIT G-1

FORM OF TERMINATION OF MEMORANDUM OF LEASE
(immediately following)

EXHIBIT G-1

FORM OF TERMINATION OF MEMORANDUM OF LEASE

County: New York
City: New York
Block:
Lot:

Record and Return to:
Kasowitz Benson Torres LLP
1633 Broadway
New York, NY 10019
Attn: Adam M. Eudick, Esq.

TERMINATION OF MEMORANDUM OF LEASE

This TERMINATION OF MEMORANDUM OF LEASE ("Termination"), made as of the ___ day of _____, 20___, by and between RIVINGTON STREET INVESTORS LLC, a Delaware limited liability company, having an address at c/o Slate Property Group LLC, 38 East 29th Street, 9th floor, New York, NY 10016 ("Landlord"), and BETH ISRAEL MEDICAL CENTER, a New York not-for-profit corporation, having an address at c/o Mount Sinai Real Estate, 150 East 42nd Street, 2nd Floor, New York, New York 10017 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to a certain Agreement of Lease, dated as of _____, 20___, pursuant to which Landlord leased to Tenant certain premises (the "Premises") consisting of the entire building known as 45 Rivington Street, New York, New York (the "Building"), which Building is located on and forms part of the real property more particularly described in Schedule A attached hereto (the "Real Property"); and

WHEREAS, in accordance with Section 291-c of the New York State Real Property Law, the parties recorded a memorandum of lease (the "Memorandum") summarizing certain (but not all) of the provisions, covenants and conditions set forth in the Lease;

NOW, THEREFORE, Landlord and Tenant declare as follows:

1. Memorandum of Lease. The Memorandum was recorded in the office of the Register of The City of New York on _____, bearing City Register File No. (CFRN) _____.

2. Termination of Memorandum of Lease. As of the date of this Termination, the Memorandum is of no further force and effect and the parties hereto wish to terminate the Memorandum pursuant to the recordation of this Termination.

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IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Termination as of the date first set forth above.

"LANDLORD"

RIVINGTON STREET INVESTORS LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

State of New York)

County of New York) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgement

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"TENANT"

BETH ISRAEL MEDICAL CENTER, a New
York not-for-profit corporation

By: _____
Name: _____
Title: _____

State of New York)

County of New York) ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of individual
taking acknowledgement

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SCHEDULE A

Real Property

ALL those certain lots, pieces or parcels of land, situate, lying and being in the tenth ward of the City of New York, State and County of New York, which, taken together, are bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly side of Rivington Street with the easterly side of Forsyth;

RUNNING THENCE easterly along the southerly side of Rivington Street, 200 feet 1 inch to the westerly side of Eldridge Street;

THENCE southerly along the westerly side of Eldridge Street, 99 feet 4 inches;

THENCE westerly and at an interior of 89 degrees 31 minutes 50 seconds with the last mentioned course 50 feet 2 inches to a point distant 99 feet 3 inches southerly from the southerly side of Rivington Street;

THENCE southerly and at an exterior angle of 89 degrees 31 minutes 50 seconds with the last mentioned course 9 inches to a point;

THENCE westerly and parallel with the southerly side of Rivington Street, 50 feet 1-3/4 of an inch to a point;

THENCE southerly and at an exterior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 50 feet to a point;

THENCE westerly and at an interior angle of 89 degrees 45 minutes 30 seconds with the last mentioned course 100 feet to the easterly side of Forsyth Street;

THENCE northerly along the easterly side of Forsyth Street 150 feet to the corner formed by the intersection of the southerly side of Forsyth Street, the point or place of BEGINNING.

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EXHIBIT F
FORM OF PURCHASE OPTION CONTRACT
(Immediately following)

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of ____ 20__ (this "Agreement"), by and between _____ ("Seller"), and _____ ("Purchaser").

RECITALS

Seller and Purchaser (s) acknowledge that Purchaser is currently the tenant under, and Seller is currently the landlord, under that certain Lease, dated as of December ____, 2018, by and between Rivington Street Investors LLC and Beth Israel Medical Center (as the same may be amended from time to time, the "Lease"), which provided for the creation of a leasehold condominium as described therein (the "Condominium") at that certain building known as 45 Rivington Street, New York, New York (the "Building"), (y) agree that the capitalized terms used and not defined herein shall have the meaning given in the Lease, and (z) hereby further covenant and agree as follows:

Section 1. Sale of Premises and Acceptable Title

§ 1.01. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, at the price and upon the terms and conditions set forth in this Agreement: (a) the Property, (b) all right, title and interest of Seller, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damage to the Land by reason of a change of grade of any street or highway; (c) the appurtenances and all the estate and rights of Seller in and to the foregoing; and (d) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other personal property attached or appurtenant to the Building, (collectively, the "Premises"). "Appurtenances" shall include all right, title and interest of Seller in and to (i) the Lease and all guarantees thereof and (ii) all licenses, permits, certificates of occupancy and other approvals, including with respect to any condominium structure, issued by any state, federal or local authority relating to the use, maintenance or operation of the Premises and the Condominium to the extent that they may be transferred or assigned.

§1.02. Seller shall convey and Purchaser shall accept fee simple title to the Premises in accordance with the terms of this Agreement, subject only to the Permitted Exceptions.

Section 2. Purchase Price, Deposit, Escrow Agent, Acceptable Funds, and Foreign Persons.

§2.01. The purchase price ("Purchase Price") to be paid by Purchaser to Seller for the Premises shall be an amount equal to the quotient obtained by dividing the then escalated annual Minimum Rent under the Lease as of the Closing Date by .04.

§2.02. On or before the date hereof, Purchaser has deposited with Landlord's attorney or a national title company selected by Landlord (the "Escrow Agent") a sum equal to ten percent (10%) of the Purchase Price (the "Deposit"), which Deposit shall be held in a segregated, interest-bearing account by Escrow Agent and shall be credited

(together with interest thereon) against the Purchase Price at the Closing or otherwise be payable (together with interest thereon) to Seller or Purchaser as expressly provided herein. Seller and Escrow Agent hereby acknowledge payment of and receipt of such Deposit.

§2.03. (a) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) business days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such ten (10) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment of a court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with the clerk of the Supreme Court of the county in which the Land is located. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this contract or involving gross negligence. Seller and Purchaser shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees and disbursements incurred in connection with the performance of its duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this contract or involving gross negligence on the part of Escrow Agent.

(c) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this contract.

(d) If Escrow Agent is Seller's attorney, Escrow Agent or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Deposit or any other dispute between the parties whether or not Escrow Agent is in possession of the Deposit and continues to act as Escrow Agent.

(e) Escrow Agent may act or refrain from acting in respect of any matter referred to in this §2.03 in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advice of such counsel.

§2.04. All monies payable under this Agreement, unless otherwise specified in this Agreement, shall be paid by (a) certified checks or official bank checks, except that uncertified checks of Purchaser

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payable to the order of Seller up to the amount of one-half of one percent of the Purchase Price shall be acceptable for sums payable to Seller at the Closing, or (b) with respect to the portion of the Purchase Price payable at the Closing, by wire transfer of immediately available federal funds to an account designated by Seller not less than five (5) days prior to the Closing.

Section 3. The Closing

§3.01. Except as otherwise provided in this Agreement, the closing of title pursuant to this Agreement (the "Closing") shall take place on the Closing Date specified by Purchaser in the Purchase Option Notice delivered under the Lease at the office of Seller's attorneys in Manhattan (or at such other location in Manhattan as Purchaser and Seller may mutually agree at least one (1) business day prior to the Closing), but in no event later than the date that is ninety (90) days after Purchaser's delivery of the Purchase Option Notice. Notwithstanding the foregoing, Purchaser shall have a one (1) time right to extend the Closing Date for a period not to exceed fifteen (15) days (the "Outside Closing Date") upon written notice to Seller, provided that time shall be of the essence with regard to Purchaser's obligation to close on the Outside Closing Date and the date specified in such Purchaser notice shall be deemed the new Closing Date for all purposes hereof.

Section 4. Representations and Warranties of Seller

Seller represents and warrants to Purchaser and agrees as follows:

§4.01. (a) Seller is a duly formed and validly existing _____ under the laws of the State of _____ and is qualified to conduct and transact business and is in good standing under the laws of the State of New York, (b) it has the full right, authority and power to enter into this Agreement, to consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party all of which have been duly authorized by all necessary actions on the part of Landlord, (c) each of the persons executing this Agreement on behalf of Seller is authorized to do so, and (iv) this Agreement constitutes and the Closing Documents to which it is a party upon execution will constitute valid and legally binding obligations of Seller enforceable against it in accordance with their respective terms;

§4.02. there are no legal or administrative proceedings pending or, to the best of Seller's actual knowledge, threatened against or affecting Seller or any of the persons comprising Seller that may adversely affect its legal authority or financial ability to perform its obligations under this Agreement and the Closing Documents to which it is a party;

§4.03. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance by Seller of its obligations hereunder and under the Closing Documents to which it is a party do not and will not (a) violate or conflict with any judgment, decree or order of any court or any law or permit applicable to it, (b) breach any provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Seller or any of

the persons comprising Seller is a party or by which any of them is bound, or (c) require the consent or approval of any governmental authority or any other person which has not been obtained;

§4.04. Seller's Federal Tax Identification Number is _____;

§4.05. Seller is not the subject of any pending or threatened Bankruptcy Proceeding. "Bankruptcy Proceeding" shall mean any reorganization, liquidation, dissolution, receivership or other actions or proceedings under the United States Bankruptcy Code or any other foreign, federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary, and including proceedings to set aside or avoid any transfer of an interest in property or obligations, whether denominated as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon;

§4.06. There are no leases, subleases, licenses, rental agreements, or other agreements which grant any possessory rights or other rights to use, occupy or possess all or any part of the Premises other than the Lease and those created under the Lease or otherwise by Purchaser or by any person claiming by, through or under Purchaser; and

§4.07 At all times prior to the Closing, Seller is and shall be the sole owner of the Premises and each and every portion thereof, and all rights and interests therein, subject only to the Permitted Exceptions. Seller has not granted any person or entity, other than Purchaser, the right to purchase all or any portion of the Premises or any rights, title or interests therein, or any redemption rights or rights of re-purchase or rights of first offer or refusal with respect thereto.

§4.09. The representations and warranties made by Seller in this Agreement shall be deemed restated and shall be true and accurate on the Closing Date.

Section 5. Acknowledgments, Representations and Warranties of Purchaser

Purchaser hereby acknowledges that:

§5.01. Purchaser has inspected the Premises, is fully familiar with the physical condition and state of repair thereof, and, except as otherwise provided herein or in the Lease and subject to the terms hereof and thereof, shall accept the Premises "as is" and in its present condition, subject to reasonable use, wear, tear and natural deterioration between now and the Closing Date, without any reduction in the Purchase Price for any change in such condition by reason thereof subsequent to the date of this Agreement

Purchaser represents and warrants to Seller that:

§5.02. Purchaser is a duly formed and validly existing [_____] under the laws of the state of its formation and is in good standing under the laws of the state of its formation and, to the extent required by law, under the laws of the State of New York, (i) Purchaser has the full right, authority and corporate power to enter into this Agreement, to consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents (as hereinafter defined) to which it is a party, (ii) each

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of the persons executing this Agreement on behalf of Purchaser is authorized to do so, and (iv) this Agreement constitutes and the Closing Documents to which it is a party upon execution will constitute valid and legally binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms;

§5.03. there are no legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against or affecting Purchaser or any of the persons comprising Purchaser that may adversely affect its legal authority or financial ability to perform its obligations under this Agreement and the Closing Documents to which it is a party;

§5.04. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance by Purchaser of its obligations hereunder and under the Closing Documents to which it is a party, do not and will not (a) violate or conflict with any judgment, decree or order of any court or any law or permit applicable to it, (b) breach any provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Purchaser is a party, or (c) require the consent or approval of any governmental authority or any other person;

§5.05. Purchaser's Federal Tax Identification Number is ____; and

§5.06. Purchaser is not the subject of any pending or threatened Bankruptcy Proceeding.

§5.07. The representations and warranties made by Purchaser in this Agreement shall be deemed restated and shall be true and accurate on the Closing Date.

Section 6. Transfer Taxes and Mortgage Recording Taxes

§6.01. Any New York State Transfer Taxes, New York City Real Property Transfer Taxes and other transfer tax (or equivalent), if any, that is imposed upon this transaction shall be paid by Seller at the Closing.

§6.02. Upon Purchaser's request, Seller shall cooperate with Purchaser and use commercially reasonable efforts to cause the holder(s) of any existing mortgage(s) encumbering the Property or any part thereof to assign it (them) to Purchaser's lender(s) at the Closing, and to deliver to Purchaser's lender(s) the original mortgage(s) and the original promissory note(s) secured thereby and Purchaser shall pay any and all costs in connection therewith; provided that the amount paid by Purchaser (or its lender(s)) to the holder(s) of such existing mortgage(s) as payment for the assignment of such mortgage(s) shall be deemed a payment on account of the Purchase Price. In consideration of Seller causing its mortgage lender(s) to assign such mortgage(s), Purchaser shall pay to Seller at the Closing an amount equal to the Combined New York State and New York City Mortgage Recording Tax liability actually avoided by Purchaser as a result of such assignment(s), if any.

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Section 7. Responsibility for Violations

§7.01. Purchaser shall take subject to all Violations except with respect to Violations for which Seller is expressly responsible as Landlord under the Lease, if any.

Section 8. Destruction, Damage or Condemnation

In the event all or any portion of the Property is subject to destruction, damage, or condemnation, this Agreement shall continue in full force and effect and neither Purchaser nor Seller shall have any right to terminate the same as a result, but Purchaser shall be entitled to all proceeds of insurance payable in connection therewith. In furtherance thereof, Seller hereby transfers and assigns to Purchaser all of Seller's right, title and interest in and to such insurance proceeds. Notwithstanding the foregoing, if all or any material part of such insurance proceeds are not collectible due to the negligence or willful misconduct of Seller or any Seller Indemnitee, the provisions of Section 5-1311 of the General Obligations Law shall instead apply.

Section 9. Covenants of Seller

Seller covenants that between the date of this Agreement and the Closing, Seller shall:

§9.01. Intentionally Omitted.

§9.02. not enter into any leases, contracts, or other agreements pertaining to all or any portion of the Premises or any rights or interests therein that do not expire on the Closing Date except with the consent of Purchaser in its sole discretion;

§9.03. except as required under the Lease or pursuant to Legal Requirements, nor alter or modify all or any portion of the Premises or, without Purchaser's approval in its sole discretion, take any action or fail to take any action that may otherwise affect the development rights, permits, zoning, title to, or the condition of all or any portion of the Premises or any rights or interests therein, and/or the development, construction, ownership, use or operation thereof, or which may modify, impair, limit or otherwise alter, directly or indirectly, any of the foregoing, without Purchaser's approval, in its sole discretion;

§9.04. not otherwise transfer any interests in the Premises;

§9.05. not market the Premises, list the Premises for sale with any broker, negotiate the sale of the Premises, solicit or accept any offers for the purchase and sale of the Premises, or attempt to do any of the foregoing, other than to or with Purchaser; and

§9.06. promptly notify Purchaser of any notices, claims, demands and other written communications which it receives from any governmental authorities or other persons relating to all or any portion of the Premises, or any rights or interests therein, and/or the construction, development, ownership, use or operation thereof, including any notices of violations of or changes in any Legal Requirements applicable to the Premises.

Section 10. Seller's Closing Obligations

At the Closing, Seller shall deliver the following to Purchaser:

§10.01. A statutory form of quitclaim deed, properly executed in proper form for recording so as to convey the title required by this Agreement.

§10.2. An assignment to Purchaser, without recourse or warranty, of all of the interest of Seller in the Condominium and the Condominium documents.

§10.03. Such affidavits as Purchaser's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name.

§10.04. (a) Checks to the order of the appropriate officers in payment of all applicable real property transfer taxes and copies of any required tax returns therefor executed by Seller, which checks shall be certified or official bank checks if required by the taxing authority, unless Seller elects to have Purchaser pay any of such taxes and credit Purchaser with the amount thereof, and (b) a non-foreign certificate and other documentation necessary for Purchaser to meet the non-withholding requirements under FIRPTA and any applicable Legal Requirement.

§10.05. Appropriate certifications and documentation evidencing due authorization, execution, and delivery of the Closing Documents by Seller in accordance with Seller's organizational documents and Legal Requirements. The deed referred to in § 10.01 shall also contain a recital sufficient to establish such compliance.

§10.07. A blanket assignment, without recourse or representation, of all Seller's right, title and interest, if any, to all contractors', suppliers', materialmen's and builders' guarantees and warranties of workmanship and/or materials in force and effect with respect to the Premises on the Closing Date and in Seller's possession or control, as well as a true and complete copies of each thereof.

§10.08. A certificate of Seller confirming that the warranties and representations of Seller set forth in this Agreement are true and complete on and as of the Closing Date.

§10.09. Any other documents required by this Agreement to be delivered by Seller, as well as such other documents, affidavits, certificates and instruments as are reasonably necessary or required to effectuate the conveyance of the fee title interest in the Premises to Purchaser as provided herein.

§10.10. The foregoing are collectively referred to herein as the "Closing Documents".

Section 11. Purchaser's Closing Obligations

At the Closing, Purchaser shall:

§11.01. Deliver to Seller checks or wire transfer of immediately available federal funds to Seller, in payment of the portion of the Purchase Price payable at the Closing. Rent shall be apportioned as provided in the Lease.

§11.02. Cause the deed to be recorded, duly complete all required real property transfer tax

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returns and cause all such returns and Seller checks in payment of such taxes to be delivered to the appropriate officers promptly after the Closing (Purchaser having no obligation to pay any of such transfer taxes or filing fees).

§11.03. Deliver to Seller a certificate confirming that the warranties and representations of Purchaser set forth in this Agreement are true and complete as of the Closing Date.

§11.04. Cause all monetary defaults of Purchaser as Tenant under the Lease to have been cured.

§11.05. Deliver any other Closing Documents required by this Agreement to be delivered by Purchaser, as well as such other documents, affidavits, certificates and instruments as are reasonably necessary or required to effectuate the conveyance of the fee title interest in the Premises to Purchaser as provided herein.

Section 12. SELLER CLOSING CONDITION

§12.01. Purchaser, as Tenant under the Lease, shall not be in monetary default for a failure to pay Rent or in any other default under the Lease beyond the expiration of any applicable notice and cure period.

Section 13. Objections to Title and Failure of Seller or Purchaser to Perform.

§ 13.01. Purchaser shall promptly order an examination of title and, if desired, a survey and shall cause a copy of the title report and updated survey, if any, to be forwarded to Seller's attorney upon receipt. Except for Permitted Exceptions, Seller shall be obligated to (a) remove all liens, claims, mortgages, exceptions and encumbrances of liquidated amounts without dollar limitation if such liens, claims, mortgages and/or encumbrances came into being as a result of Seller's act or omission (a "Title Defect"), and (ii) pay up to, but no more than, a monetary amount in the aggregate equal to one (1%) percent of the Purchase Price (the "Title Defect Cap") in order to cure Title Defects. If an examination of title indicates the existence of one or more Title Defects that Seller is obligated to remove, and if such removal or discharge can reasonably be expected to be accomplished within a period of thirty (30) days, then Seller agrees to adjourn the Closing for the period required (up to thirty (30) days), and to use reasonable efforts to remove or discharge such Title Defect(s). If Seller is unable to remove or discharge all Title Defect(s) that it is obligated to remove or discharge pursuant to this Section, within, but not beyond, such thirty (30) day period, Purchaser may, by notice given to Seller within five (5) days of the last date to which Seller has adjourned the Closing, elect to either accept such title as Seller can convey, notwithstanding the existence of any Title Defects, with abatement of the Purchase Price in an amount equal to the cost of fulfilling Seller's obligations under this Section (subject, however, to the Title Defect Cap), or reject such title. If title is rejected, the exercise by Purchaser of the Purchase Option as Tenant under the Lease shall be deemed to have been rescinded, neither party shall have any further rights or obligations with respect to such Purchase Option or under this Agreement, and this Agreement shall be null and void and of no further force or effect but the Lease otherwise shall remain

in full force and effect.

§13.02. If the Closing does not occur on account of a default by Seller, then the Escrow Agent shall deliver the Deposit, together with all accrued interest thereon, to Purchaser, and Purchaser shall have the right to specific performance and reimbursement of the reasonable out-of-pocket costs actually incurred by Purchaser in connection with this Agreement (including, without limitation, reasonable attorneys' fees and disbursements) as its sole and exclusive remedy.

§13.03. If the Closing does not occur on account of a default by Purchaser, then Seller shall be entitled to, and shall receive, the Deposit as fixed and liquidated damages as its sole remedy and the exercise by Purchaser of the Purchase Option shall be null and void and of no further force or effect, and neither party shall have any further rights or obligations with respect to such Purchase Option, and Article 47 of the Lease shall be null and void and of no further force or effect, but the Lease otherwise shall remain in full force and effect and the same shall not be a default under the Lease.

13.04 Notwithstanding anything to the contrary herein, in no event shall (i) Seller or the Landlord Indemnitees or (ii) Purchaser or the Tenant Indemnitees be liable for special, consequential or punitive damages hereunder.

Section 14. Broker

§14.01. Seller and Purchaser mutually represent and warrant that neither party has dealt with any broker, finder, or other person in connection with this Agreement and that neither Seller nor Purchaser knows of any broker, finder, or other person who has claimed or may have the right to claim a commission in connection with this transaction. Seller and Purchaser shall indemnify

and defend each other against any costs, claims or expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this paragraph. The representations and obligations under this paragraph shall survive the Closing or termination hereof.

Section 15. Notices

§15.01. All notices under this Agreement shall be in writing and shall be delivered in accordance with the provisions set forth in the Lease for notices, or as Seller or Purchaser shall otherwise agree.

Section 16. Miscellaneous Provisions

§16.01. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser will be entitled to assign this Agreement to a Permitted Transferee or an Affiliate. No such assignment by Purchaser shall relieve Purchaser of its obligations under this Agreement until Closing occurs however.

§16.02. This Agreement embodies and constitutes the entire understanding between the parties with respect to the sale transaction contemplated herein. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party to be charged.

§16.03. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York

§16.04. This Agreement shall not be binding or effective until properly executed and delivered by Seller and Purchaser, which execution may be electronically via PDF or facsimile and by one or more counterparts.

[INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

Seller:

Purchaser:

CONSENTED AND AGREED BY:

Escrow Agent:

[THEN CURRENT FORM OF NOTARIZATION TO BE ATTACHED AT SIGNING]

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SCHEDULE 1

PERMITTED EXCEPTIONS

1. A. Terms and Conditions as set forth in Party Wall Agreement in Liber 3352 Page 87.
B. Terms and Conditions as set forth in C&R's and Right of Re-Entry contained in Deed in Reel 1927 Page 250, as modified by Deed Modification Agreement recorded as CRFN 2015000412402
C. Terms and Conditions as set forth in Zoning Lot Description in Reel 1887 Page 668.
D. Terms and Conditions as set forth in Zoning Lot Certificate in Reel 1875 Page 2152.
2. Variations between tax map and record description.
3. Survey reading AAA Group, Land Surveyors Services dated 1/25/2015 and last updated on 5/29/2015 shows 1 to 5 story brick building; also shows the following:
 - A. Encroachments and/or projections onto Rivington Street by concrete ramp, iron fence on retaining wall, stone wall, masonry trim, camera, base wall, roof entrance and window trim by as much as 5 feet 1 3/4 inch.
 - B. Encroachments and/or projections onto Eldridge Street by base wall, platform, steps, masonry trim, camera, sprinkler and window trim by as much as 7 feet 2 1/8 inch.
 - C. Variations between the location of fences and record lines of title, including that certain fence located as much as 1.3 feet north of the southerly record line.
 - E. Encroachments and/or projections onto Forsyth Street by platform, base wall, masonry trim, camera, lights and window trim by as much as 4 feet.

Affidavit

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

Jeremy Boal, M.D., being duly sworn and deposes and says:

1. I am the President of Mount Sinai Beth Israel (MSBI).
2. MSBI is submitting a Certificate of Need Application to create a replacement building for MSBI's inpatient and outpatient behavioral health services at 45 Rivington Street, New York (New York County), New York 10002.
3. The Lease for this site will be between Rivington Street Investors, LLC, as Lessor and Mount Sinai Beth Israel, as Lessee.
4. I certify the following statement, which is made to the best of my knowledge: the Lessee and the Lessor are not related in any way, and the Lease will be an arm's-length agreement.



Jeremy Boal, M.D.

Sworn to before me this 11TH day
of July 2019



Notary Public, State of New York

MAGDALENA CACERES
Notary Public, State of New York
No. 01CA8035795
Qualified in Bronx County
Commission Expires March 31, 2022



June 25, 2019

Glenn T. Dawson
Real Estate Services
Mount Sinai Health System
150 East 42nd Street, 2nd floor

Dear Glenn:

This will confirm that an annual rent of approximately \$61 per square foot for space at 45 Rivington Street, New York (New York County), New York 10002 is fair and reasonable for space of this type in this neighborhood, based upon my experience.

I, David Levy am a Licensed Real Estate Broker in New York County and I am knowledgeable of rental prices in the proposed area.

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

Very Truly Yours,

ADAMS & COMPANY REAL ESTATE, LLC.

A handwritten signature in black ink, appearing to read 'David L. Levy', is written over the typed name.

David L. Levy
Principal

DLL/mmi



Giorgio Versea
Senior Director
New York Tri-State Region

1290 Avenue of the Americas
New York, NY 10104
Direct +1 212 328 4244
Mobile +1 917 902 9085
Giorgio.versea@cushwake.com

June 25, 2019

Glenn T. Dawson
Real Estate Services
Mount Sinai Health System
150 East 42nd Street, 2nd Floor
New York, New York 10017

Dear Glenn,

This will confirm that an annual rent of approximately \$61.00 per square foot for space at 45 Rivington Street (New York County), New York 10002 is fair and reasonable for space of this type in this neighborhood, based upon my experience. I, Giorgio Versea, am a Licensed Real Estate Salesperson in New York County and I am knowledgeable of rental prices in the proposed area.

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

Sincerely,

A handwritten signature in black ink, appearing to read "G. Versea", with a stylized flourish at the end.

Giorgio Versea

The Mount Sinai Hospital
Consolidated Statements of Financial Position
(\$ in 000's)

	Unaudited March 31, 2019	Audited December 31, 2018
Assets		
Current Assets:		
Cash and Cash Equivalents	\$ 87,964	\$ 110,221
Short-Term Investments	356,087	452,833
Total Cash, Cash Equivalents and Short-Term Investments	444,051	563,054
Patient Accounts Receivable, net	388,702	370,347
Professional Liabilities Insurance Recoveries Receivable	39,453	39,453
Assets Limited as to Use, current portion	51,967	33,868
Due from Related Organizations, net, current portion	306,748	200,797
Inventories	40,333	39,921
Other Current Assets	40,848	35,178
Total Current Assets	1,312,102	1,282,618
Pooled Investments	933,024	878,190
Other Investments	232,472	229,694
Assets Limited as to Use, less current portion	40,171	39,940
Beneficial Interest in Self-Insurance Trust	90,663	44,083
Other Assets	50,716	41,501
Due from Related Organizations, net, less current portion	509,925	506,594
Professional Liabilities Insurance Recoveries Receivable, less current portion	179,732	179,732
Property, Plant and Equipment, net	1,001,679	984,751
Total Assets	\$ 4,350,484	\$ 4,187,103

The Mount Sinai Hospital
Consolidated Statements of Financial Position
(\$ in 000's)

	<u>Unaudited</u> <u>March 31, 2019</u>	<u>Audited</u> <u>December 31, 2018</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts Payable and Accrued Expenses	\$ 202,939	\$ 205,213
Accrued Salaries and Related Liabilities	165,041	114,823
Accrued Interest Payable	8,206	14,916
Accrued Construction and Capital Asset Liabilities	12,508	9,658
Current Portion of Long-Term Debt	33,380	33,380
Professional Liabilities, current portion	39,453	39,453
Other Current Liabilities	59,840	37,280
Total Current Liabilities	<u>521,367</u>	<u>454,723</u>
Long-Term Debt, Less Current Portion	838,931	841,627
Accrued Postretirement Benefits	9,831	9,831
Reserve for Self Insurance Liability	90,663	44,083
Deferred Gain on Transfer of Real Estate	27,055	27,055
Professional Liabilities, Less Estimated Current Portion	179,732	179,732
Other Liabilities	432,017	446,107
Total Liabilities	<u>2,099,596</u>	<u>2,003,158</u>
Commitments and Contingencies		
Net Assets		
Net Assets Without Donor Restrictions	2,049,718	1,989,529
Net Assets With Donor Restrictions	201,170	194,416
Total Net Assets	<u>2,250,888</u>	<u>2,183,945</u>
Total Liabilities and Net Assets	<u>\$ 4,350,484</u>	<u>\$ 4,187,103</u>

The Mount Sinai Hospital
Consolidated Statements of Operations
(\$ in 000's)

	Unaudited	
	For the Three Months Ended	
	March 31, 2019	March 31, 2018
Operating Revenue		
Net Patient Service Revenue	\$ 695,716	\$ 647,279
Investment Income and Net Realized Gains on Sale of Securities	28,557	6,729
Contributions	95	285
Other Revenue	27,755	21,716
Net Assets Released from Restrictions for Operations	11,957	11,506
Total Operating Revenue	764,080	687,515
Operating Expenses		
Salaries and Wages	281,168	253,447
Employee Benefits	74,499	64,777
Supplies and Other	317,658	291,899
Depreciation	29,716	27,744
Interest and Amortization	8,009	8,986
Total Operating Expenses	711,050	646,853
Excess of Operating Revenue over Operating Expenses before Other Items	53,030	40,662
Other Items		
Net Change in Unrealized Gains and Losses on Investments and Change in Value of Alternative Investments	25,294	(5,453)
Third Party Reimbursement Settlements	575	14,297
Excess of Revenue over Expenses	78,899	49,506
Other Changes in Net Assets without Donor Restrictions		
Transfers to Affiliates	(18,721)	(15,520)
Net Assets Released from Restrictions for Capital Asset Acquisitions	11	7
Net Increase in Net Assets without Donor Restrictions	\$ 60,189	\$ 33,993

**Mount Sinai Beth Israel - Combined
Comparative Balance Sheets
As of March 31, 2019**

	March-19	December-18	Increase / (Decrease)		March-19	December-18	Increase / (Decrease)
Assets							
Current assets:							
Cash and cash equivalents	\$43,682	\$64,977	(\$21,295)				
Short-term investments	216,284	213,232	3,052				
Total cash and cash equivalents and short-term investments	259,966	278,209	(18,243)				
Due from related organizations, other	30,482	26,654	3,828				
Patient receivables, less allowance for doubtful accounts	77,804	72,134	5,670				
Professional liabilities insurance recoveries receivable	41,513	48,432	(6,919)				
Inventories	12,564	12,564	-				
Other current assets	14,278	11,009	3,269				
Total current assets	436,607	449,002	(12,395)				
Liabilities and net assets							
Current liabilities:							
Accounts payable and accrued expenses				\$95,543	\$89,645	\$5,898	
Accrued salaries and related liabilities				50,997	44,563	6,434	
Accrued construction and capital asset liabilities				5,535	5,535	-	
Due to related organizations, MSH				70,119	59,143	10,976	
Due to related organizations, JSMMMS				17,489	9,830	7,659	
Current portion of long-term debt and capitalized leases				726	717	9	
Professional liabilities				48,432	48,432	-	
Other current liabilities				41,598	48,418	(6,820)	
Total current liabilities				330,439	306,283	24,156	
Due to related organization, net of current portion				105,776	105,776	-	
Long-term debt and capitalized leases				2,066	2,250	(184)	
Professional liabilities, less estimated current portion				182,194	182,194	-	
Rate liabilities				125,255	125,829	(574)	
Other liabilities				62,381	64,138	1,243	
Total liabilities				808,111	785,470	24,641	
Commitments and contingencies							
Net assets:							
Unrestricted				218,971	245,263	(26,292)	
Temporarily restricted				9,669	9,669	-	
Permanently restricted				24,306	24,306	-	
Total net assets				252,946	279,238	(26,292)	
Total liabilities and net assets	\$1,061,057	\$1,062,708	(\$1,651)				

**Mount Sinai Beth Israel - Combined
Comparative Statement of Operations
As of March 31, 2019**

(in Thousands)

	Month			Year To Date			Variance To Budget	Variance To Prior Year
	Actual	Budget	Prior Year	Actual	Budget	Prior Year		
Revenue								
Inpatient	\$ 33,294	\$ 33,611	\$ 40,379	\$ 96,473	\$ 101,522	\$ 119,407	\$ (5,049)	\$ (22,934)
Medicaid Rate Adjustment	-	-	412	-	-	1,365	-	(1,365)
NYS Funding for 1199 Increase	1,979	1,979	-	5,745	5,745	-	-	5,745
Outpatient	34,348	32,436	34,088	98,822	94,936	88,919	3,886	9,903
Other	6,669	6,603	3,356	17,136	16,941	11,273	195	5,863
Total Revenue	76,290	74,629	78,235	218,176	219,144	220,964	(968)	(2,788)
Expenses								
Salaries & Wages	31,663	32,533	31,879	93,314	95,707	93,957	2,393	643
Contractual & Other Benefits	11,044	11,071	11,458	32,775	32,910	34,417	135	1,642
CARTS	8,464	8,784	5,843	20,893	23,466	22,235	2,573	1,342
Supplies & Expenses	27,176	24,742	24,996	78,626	75,667	74,667	(2,959)	(3,959)
Depreciation & Interest	5,806	5,886	5,811	17,488	17,660	17,475	172	(13)
Total Expenses	84,153	83,016	79,987	243,096	245,410	242,751	2,314	(345)
Net Hospital Operations	(7,863)	(8,387)	(1,752)	(24,920)	(26,266)	(21,787)	1,346	(3,133)
Physician Medical Groups	(1,417)	(1,345)	(1,064)	(2,857)	(3,782)	(2,636)	925	(221)
Population Health	(615)	(662)	(404)	(1,053)	(1,654)	(1,216)	601	163
Net Hospital Surplus/(Deficit)	(9,895)	(10,394)	(3,220)	(28,830)	(31,702)	(25,639)	2,872	(3,191)
Net Gain on Investments (realized & unrealized)	72	-	(265)	1,466	-	(140)	1,466	1,606
Third-Party Reimbursement Settlements	-	-	-	-	-	-	-	-
Gain on Sale of GYNHA Premier Stocks	-	-	-	357	-	-	357	357
Insurance recoveries	-	-	-	305	-	54	305	251
Special Funds	103	-	(23)	411	-	(133)	411	544
Sale of Outreach Lab	-	-	-	-	-	-	-	-
Equity Adjustment in Captive Insurance Company	-	-	-	-	-	-	-	-
Gain on Sale of GYNHA	-	-	-	-	-	-	-	-
Transfer from Mount Sinai	-	-	1,602	-	-	-	-	4,723
Malpractice Insurance Program Interest Rate Surplus	-	-	-	-	-	-	-	-
Gain / (Loss) on equity investments	-	-	-	-	-	-	-	-
Legionella Costs	-	-	-	-	-	-	-	-
Gain on Sale of DDDS Investment	-	-	-	-	-	-	-	-
Gain on Sale of Real Estate	-	-	-	-	-	1,254	-	(1,254)
Future 5	-	-	-	-	-	-	-	-
Net Surplus/(Deficit)	(9,720)	(10,394)	(1,882)	(26,291)	(31,702)	(19,881)	5,411	(6,410)

The New York Eye Ear Infirmary of Mount Sinai
Consolidated Statements of Operations
(\$ In 000's)

	Unaudited	
	For the Six Months Ended	
	June 30, 2019	June 30, 2018
Operating Revenue		
Net Patient Service Revenue	\$ 71,750	\$ 69,917
Investment Income and Net Realized Gains on Sale of Securities	4,271	633
Contributions	74	86
Other Revenue	2,557	3,066
Net Assets Released from Restrictions for Operations	1,706	1,177
Total Operating Revenue	80,358	74,879
Operating Expenses		
Salaries and Wages	26,998	25,900
Employee Benefits	7,186	9,007
Supplies and Other	32,240	31,629
Depreciation	4,174	4,759
Total Operating Expenses	70,598	71,295
Excess of Operating Revenue over Operating Expenses before Other Items	9,760	3,584
Other Items		
Third Party Reimbursement Settlements	-	238
Excess of Revenue over Expenses	9,760	3,822
Other Changes in Net Assets without Donor Restrictions		
Net Assets Released from Restrictions for Capital Asset Acquisitions	-	309
Net Increase in Net Assets without Donor Restrictions	\$ 9,760	\$ 4,131



The New York Eye Ear Infirmary of Mount Sinai
Consolidated Statements of Financial Position
(\$ in 000's)

	Unaudited June 30, 2019	Audited December 31, 2018
Assets		
Current Assets:		
Cash and Cash Equivalents	\$ 39,004	\$ 37,625
Short-Term Investments	5,093	4,674
Total Cash, Cash Equivalents and Short-Term Investments	44,097	42,299
Patient Accounts Receivable, net	15,220	14,518
Professional Liabilities Insurance Recoveries Receivable	2,070	2,070
Inventories	2,140	2,010
Other Current Assets	3,945	4,761
Total Current Assets	67,472	65,658
Pooled Investments	37,982	34,669
Other Investments	9,048	8,362
Beneficial Interest in Self-Insurance Trust	1,342	660
Other Assets	500	598
Professional Liabilities Insurance Recoveries Receivable, less current portion	9,429	9,429
Property, Plant and Equipment, net	48,368	46,440
Total Assets	\$ 174,141	\$ 165,816



The New York Eye Ear Infirmary of Mount Sinai
Consolidated Statements of Financial Position
(\$ In 000's)

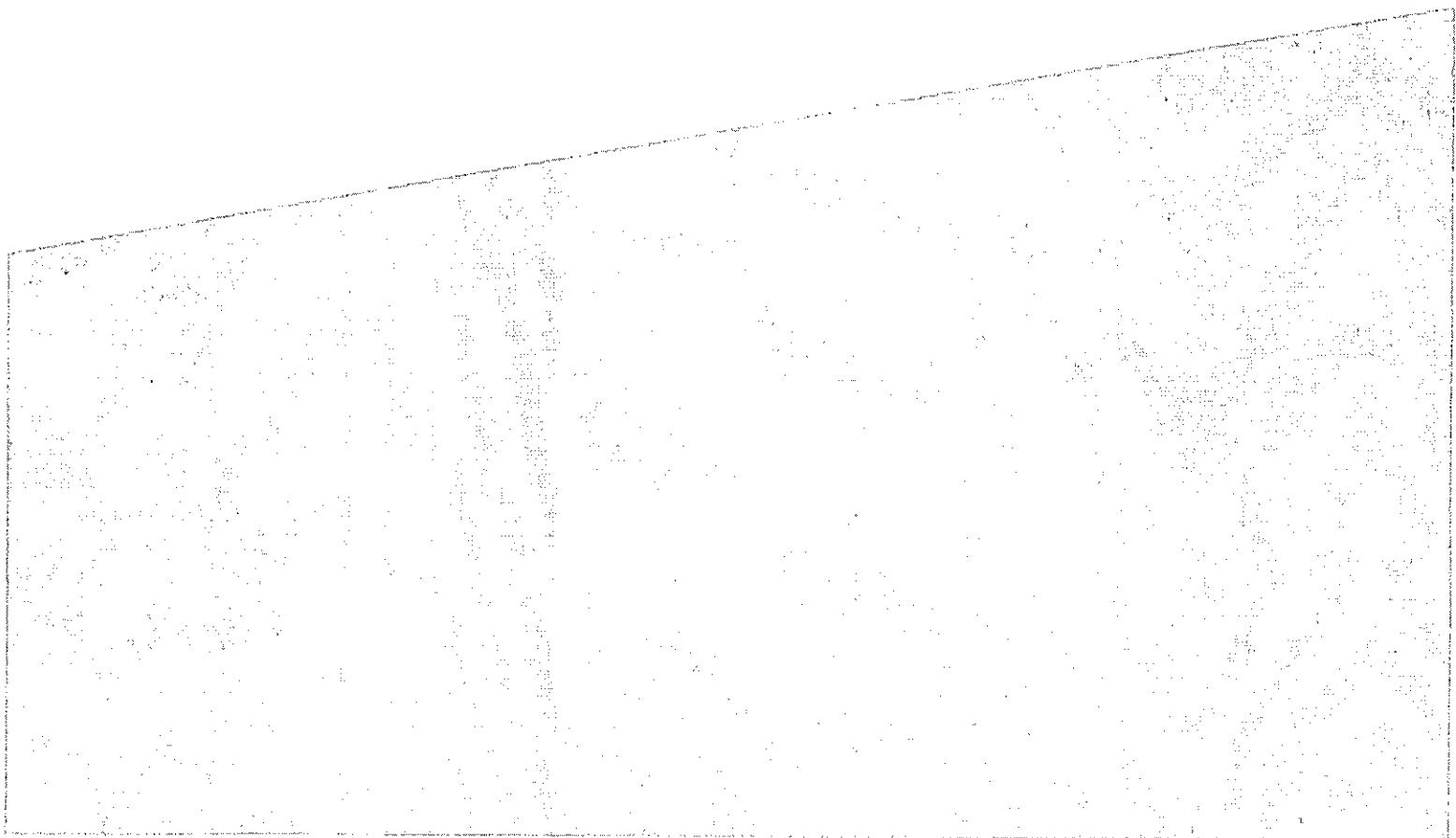
	<u>Unaudited</u> <u>June 30, 2019</u>	<u>Audited</u> <u>December 31, 2018</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts Payable and Accrued Expenses	\$ 9,079	\$ 7,954
Accrued Salaries and Related Liabilities	1,443	3,286
Due to Related Organization	345	3,122
Professional Liabilities, current portion	2,070	2,070
Other Current Liabilities	1,777	1,696
Total Current Liabilities	14,714	18,128
Accrued Pension Payable	24,496	25,296
Reserve for Self Insurance Liability	1,342	660
Professional Liabilities, Less Estimated Current Portion	9,429	9,429
Other Liabilities	11,292	9,872
Total Liabilities	61,273	63,385
Commitments and Contingencies		
Net Assets		
Net Assets Without Donor Restrictions	90,275	80,515
Net Assets With Donor Restrictions	22,593	21,916
Total Net Assets	112,868	102,431
Total Liabilities and Net Assets	\$ 174,141	\$ 165,816



CONSOLIDATED FINANCIAL STATEMENTS

The Mount Sinai Hospital
Years Ended December 31, 2018 and 2017
With Report of Independent Auditors

Ernst & Young LLP



The Mount Sinai Hospital
Consolidated Financial Statements
Years Ended December 31, 2018 and 2017

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Report of Independent Auditors

The Board of Trustees
Mount Sinai Health System, Inc.

We have audited the accompanying consolidated financial statements of The Mount Sinai Hospital, which comprise the consolidated statements of financial position as of December 31, 2018 and 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of The Mount Sinai Hospital at December 31, 2018 and 2017, and the results of its operations, changes in its net assets and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Adoption of ASU No. 2014-09, Revenue from Contracts with Customers and ASU No. 2016-14, Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities

As discussed in Note 1 to the consolidated financial statements, The Mount Sinai Hospital changed its method of revenue recognition as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers*, effective January 1, 2018 and adopted the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2016-14, *Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*, effective December 31, 2018. Our opinion is not modified with respect to these matters.

Ernst & Young LLP

March 29, 2019

The Mount Sinai Hospital

Consolidated Statements of Financial Position

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Assets		
Current assets:		
Cash and cash equivalents	\$ 110,221	\$ 681,241
Short-term investments	452,833	234,236
Total cash and cash equivalents and short-term investments	563,054	915,477
Patient accounts receivable, net	370,347	314,869
Professional liabilities insurance recoveries receivable	39,453	39,685
Assets limited as to use, current portion	33,868	36,207
Due from related organizations, net, current portion	200,797	137,670
Inventories	39,921	36,092
Other current assets	35,178	44,290
Total current assets	1,282,618	1,524,290
Pooled investments	878,190	861,765
Other investments	229,694	218,541
Assets limited as to use, less current portion	39,940	39,818
Due from related organizations, less current portion	506,594	233,247
Beneficial interest in self-insurance trust	44,083	-
Other assets	41,501	39,427
Professional liabilities insurance recoveries receivable, less current portion	179,732	224,882
Property, plant, and equipment, net	984,751	950,670
Total assets	<u>\$ 4,187,103</u>	<u>\$ 4,092,640</u>

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Liabilities and net assets		
Current liabilities:		
Accounts payable and accrued expenses	\$ 205,213	\$ 185,931
Accrued salaries and related liabilities	114,823	122,250
Accrued interest payable	14,916	8,430
Accrued construction and capital asset liabilities	9,658	10,733
Current portion of long-term debt	33,380	32,370
Professional liabilities, current portion	39,453	39,685
Other current liabilities	37,280	84,002
Total current liabilities	<u>454,723</u>	<u>483,401</u>
Long-term debt, less current portion	841,627	875,899
Accrued postretirement benefits	9,831	16,602
Estimated self-insurance liability	44,083	—
Deferred gain on transfer of real estate	27,055	27,055
Professional liabilities, less estimated current portion	179,732	224,882
Other liabilities	446,107	447,200
Total liabilities	<u>2,003,158</u>	<u>2,075,039</u>
Commitments and contingencies		
Net assets:		
Net assets without donor restrictions	1,989,529	1,829,431
Net assets with donor restrictions	194,416	188,170
Total net assets	<u>2,183,945</u>	<u>2,017,601</u>
Total liabilities and net assets	<u>\$ 4,187,103</u>	<u>\$ 4,092,640</u>

See accompanying notes.

The Mount Sinai Hospital
Consolidated Statements of Operations

	Year Ended December 31	
	2018	2017
	<i>(In Thousands)</i>	
Operating revenue		
Net patient service revenue	\$ 2,713,429	\$ 2,538,250
Provision for bad debts	—	(25,030)
Net patient service revenue, less provision for bad debts	2,713,429	2,513,220
Investment income and net realized gains and losses on sales of securities	44,766	33,407
Contributions	1,008	716
Other revenue	105,533	82,958
Net assets released from restrictions for operations	32,053	28,899
Total operating revenue before other items	2,896,789	2,659,200
Operating expenses		
Salaries and wages	1,051,151	937,165
Employee benefits	274,743	251,916
Supplies and other	1,218,482	1,127,691
Depreciation	108,720	109,229
Interest and amortization	34,372	28,032
Total operating expenses before other items	2,687,468	2,454,033
Excess of operating revenue over operating expenses before other items	209,321	205,167

Continued on following page.

The Mount Sinai Hospital

Consolidated Statements of Operations (continued)

	Year Ended December 31	
	2018	2017
	<i>(In Thousands)</i>	
Excess of operating revenue over operating expenses before other items	\$ 209,321	\$ 205,167
Other items		
Net change in unrealized gains and losses on investments and change in value of alternative investments	(60,131)	51,441
Third-party reimbursement settlements and other provisions	45,440	66,548
Gain on sale of clinical outreach laboratory business	2,773	96,993
Net change in participation in captive insurance program	49,327	41,685
Excess of revenue over expenses	246,730	461,834
Other changes in net assets without donor restrictions		
Transfers to affiliates	(95,989)	(126,596)
Distribution from MSMC Residential Realty LLC	-	164
Equity in income from related party	-	474
Equity in income from related party and distributions transferred to the Icahn School of Medicine at Mount Sinai	(1,386)	(638)
Net assets released from restrictions for capital asset acquisitions	4,654	5,763
Change in postretirement liability to be recognized in future periods	6,089	(448)
Total other changes in net assets without donor restrictions	(86,632)	(121,281)
Net increase in net assets without donor restrictions	\$ 160,098	\$ 340,553

See accompanying notes.

The Mount Sinai Hospital

Consolidated Statements of Changes in Net Assets

	Net Assets with Donor Restrictions			
	Net Assets without Donor Restrictions	Purpose and Time Restrictions	Permanent Endowment	Total Net Assets with Donor Restrictions
				<i>(In Thousands)</i>
Net assets at beginning of year January 1, 2017	\$ 1,488,878	\$ 80,845	\$ 82,759	\$ 1,652,482
Net increase in net assets without donor restrictions	340,553	—	—	340,553
Donor restricted contributions, net	—	58,176	1,052	59,228
Net assets released from restrictions for operations	—	(28,899)	—	(28,899)
Net assets released from restrictions for capital asset acquisitions	—	(5,763)	—	(5,763)
Total change in net assets	340,553	23,514	1,052	24,566
Net assets at end of year December 31, 2017	1,829,431	104,359	83,811	2,017,601
Net increase in net assets without donor restrictions	160,098	—	—	160,098
Donor restricted contributions, net	—	40,803	2,150	42,953
Net assets released from restrictions for operations	—	(32,053)	—	(32,053)
Net assets released from restrictions for capital asset acquisitions	—	(4,654)	—	(4,654)
Total change in net assets	160,098	4,096	2,150	6,246
Net assets at end of year December 31, 2018	\$ 1,989,529	\$ 108,455	\$ 85,961	\$ 2,183,945

See accompanying notes.

The Mount Sinai Hospital
Consolidated Statements of Cash Flows

	Year Ended December 31	
	2018	2017
	<i>(In Thousands)</i>	
Operating activities		
Change in net assets	\$ 166,344	\$ 365,119
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	108,720	109,229
Provision for bad debts	-	25,030
Amortization of deferred financing costs, bond premium, and discount	(254)	(354)
Net change in unrealized gains and losses on investments and change in value of alternative investments	60,131	(51,441)
Net donor-restricted contributions	(42,953)	(60,228)
Equity in income from related party	-	(474)
Transfers to affiliates	95,989	126,596
Gain on sale of clinical outreach laboratory business	(2,773)	(96,993)
Distribution from MSMC Residential Realty LLC	-	(164)
Changes in:		
Patient accounts receivable	(55,478)	(40,508)
Other operating assets	3,209	660
Due from related organizations	(184,137)	41,368
Accounts payable and accrued expenses	15,050	14,738
Accrued salaries and related liabilities	(7,427)	(7,258)
Accrued interest payable	6,486	665
Other operating liabilities	(11,578)	62,620
Net cash provided by operating activities	151,329	488,605
Investing activities		
Acquisitions of property, plant, and equipment, net	(143,033)	(117,404)
Due from related organizations for capital purposes	(152,105)	(153,047)
Increase in investments, net	(306,306)	(163,048)
Decrease in assets limited as to use	2,217	22,974
Funding of self-insurance trust	(39,851)	-
Transfers to affiliates	(95,989)	(126,596)
Proceeds from sale of clinical outreach laboratory business	2,773	96,993
Distribution from MSMC Residential Realty LLC	-	164
Net cash used in investing activities	(732,294)	(439,964)
Financing activities		
Proceeds from issuance of long term debt	-	382,000
Payment of deferred financing costs	-	(3,241)
Principal payments on long-term debt	(33,008)	(70,039)
Net donor-restricted contributions	42,953	60,228
Net cash provided by financing activities	9,945	368,948
Net (decrease) increase in cash and cash equivalents	(571,020)	417,589
Cash and cash equivalents at beginning of year	681,241	263,652
Cash and cash equivalents at end of year	\$ 110,221	\$ 681,241

See accompanying notes.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements

December 31, 2018

1. Organization and Summary of Significant Accounting Policies

Organization

The Mount Sinai Hospital (the Hospital) is a quaternary care teaching hospital located in upper Manhattan with a division in Queens, New York. As a leading academic medical center, the Hospital provides a full range of ambulatory and inpatient general and specialty services to patients from the surrounding communities, across the country, and around the world and operates one of the largest graduate medical education programs in the country.

The Hospital is closely affiliated with the Icahn School of Medicine at Mount Sinai (the School) and its affiliates. The School is a separate legal entity and, along with the Hospital, shares a four-block area campus on the upper east side of Manhattan.

On September 30, 2013, the Hospital, the School, and The Mount Sinai Medical Center, Inc. (the Medical Center) and, together with the Hospital and the School, the Mount Sinai Entities) consummated a transaction pursuant to which the Mount Sinai Entities and Beth Israel Medical Center (BIMC), The St. Luke's-Roosevelt Hospital Center (SLR), and The New York Eye and Ear Infirmary (NYEEI) came together to create the Mount Sinai Health System, an integrated health care system and academic medical center (the Transaction). Pursuant to the Transaction, two new not-for-profit entities were formed: Mount Sinai Health System, Inc. (MSHS) and Mount Sinai Hospitals Group, Inc. (MSHG). MSHG was formed to be the sole member of the Hospital, BIMC, SLR, and NYEEI. MSHS was formed to be the sole member of MSHG, the School, and the Medical Center.

In February 2018, MSHS and South Nassau Communities Hospital (SNCH) executed a definitive agreement pursuant to which MSHG would become the sole corporate member of SNCH and its "active parent" under New York Law. The transaction became effective in October 2018. Pursuant to the agreement, MSHG agreed to contribute \$120 million over a five-year period to be used in support of certain capital projects. As of December 31, 2018, \$20 million had been contributed to SNCH by the Hospital and is included in the transfers to affiliates line of the statement of operations.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Principles of Consolidation

The accompanying consolidated financial statements consist of the Hospital and other controlled entities not significant to the operations of the Hospital. In the accompanying consolidated financial statements, the Hospital and the other controlled entities are referred to collectively as the Hospital. All significant intercompany balances and transactions have been eliminated. The accompanying consolidated financial statements do not include the accounts of organizations that are related to the Hospital through common management and/or Boards of Trustees.

Transactions among the Hospital and related organizations relate principally to the sharing of certain services, facilities, equipment, and personnel and are accounted for on the basis of allocated cost, as agreed among the parties. Amounts due from or to related organizations for these activities are currently receivable or payable and do not bear interest, except for amounts advanced by the Hospital to the School for certain capital expenditures, and loans provided by the Hospital to BIMC and SLR. The Hospital has provided for amounts that are potentially uncollectible. The nature of the Hospital's transactions with various related organizations is described more fully in Note 10.

Cash and Cash Equivalents

The Hospital considers highly liquid financial instruments purchased with a maturity of three months or less, excluding those held in its investment portfolio and assets limited as to use, to be cash equivalents.

The Hospital has balances in financial institutions that exceed Federal depository insurance limits. Management does not believe the credit risk related to these deposits to be significant.

The Hospital does not hold any money market funds with significant liquidity restrictions that would require the funds to be excluded from cash equivalents.

Patient Accounts Receivable, net and Net Patient Service Revenue

Patient accounts receivable, net and net patient service revenue result from the health care services provided by the Hospital and is reported at the amount that reflects the consideration to which the Hospital expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration in determination of the transaction price.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Investments

A substantial portion of the Hospital's investments are pooled for management purposes with those held by related entities. The Medical Center has custody of investments held in the investment pool and records all of the pooled investments in its financial statements, with a corresponding liability due to each of the participants in the investment pool for their respective share of the pooled investments; the pool participants report their respective share of the investment pool as "pooled investments." Investment earnings on the pooled investments are recorded by the pool participants, based on their pro rata share of the pool's investment returns.

Investments, both pooled and non-pooled, consist of cash and cash equivalents, U.S. government and corporate bonds, money market funds, equity securities, and interests in alternative investments. Debt securities and equity securities with readily determinable values are carried at fair value based on independent published sources (quoted market prices).

Alternative investments (nontraditional, not readily marketable securities), carried in the investment pool, may consist of equity, debt, and derivatives both within and outside the U.S. in multi-strategy hedge funds, event-driven strategies, global investment mandates, distressed securities, and private funds. Alternative investment interests generally are structured such that the investment pool holds a limited partnership interest or an interest in an investment management company. The investment pool's ownership structure does not provide for control over the related investees and the investment pool's financial risk is limited to the carrying amount reported for each investee, in addition to any unfunded capital commitment. Future funding commitments by members of the investment pool for alternative investments aggregated approximately \$182.9 million at December 31, 2018.

Individual investment holdings within the alternative investments include nonmarketable and market-traded debt and equity securities and interests in other alternative investments. The Hospital may be exposed indirectly to securities lending, short sales of securities and trading in futures and forward contracts, options, and other derivative products.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Alternative investments often have liquidity restrictions under which the pooled investment capital may be divested only at specified times. Liquidity restrictions may apply to all or portions of a particular invested amount.

Alternative investments in the pool are stated at fair value based upon net asset values as a practical expedient. Financial information used to evaluate alternative investments is provided by the respective investment manager or general partner and includes fair value valuations (quoted market prices and values determined through other means) of underlying securities and other financial instruments held by the investee, and estimates that require varying degrees of judgment. The financial statements of the investee companies are audited annually by independent auditors, although the timing for reporting the results of such audits does not coincide with the Hospital's annual financial statement reporting.

There is uncertainty in determining values of alternative investments arising from factors such as lack of active markets (primary and secondary), lack of transparency into underlying holdings, and time lags associated with reporting by the investee companies. As a result, the estimated fair values might differ from the values that would have been used had a ready market for the alternative investment interests existed and there is at least a reasonable possibility that estimates will change.

Investment Income

Investment income from the investment pool is allocated to investment pool participants using the market-value unit method. The annual spending rate for pooled funds is approved by the Board of Trustees annually (see Note 8). Realized gains and losses from the sale of securities are computed using the average cost method.

In the absence of donor restrictions, investment income, including realized gains and losses, is reflected in the accompanying consolidated statements of operations as operating revenue, with net unrealized gains and losses and the change in value of alternative investments, arising from pooled investments, reported as other items. See Notes 3, 6, and 12 for additional information relative to investments.

Inventories

The Hospital values its inventories at the lower of cost or net realizable value.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Assets Limited as to Use

Assets so classified represent assets whose use is restricted or internally designated for specific purposes under terms of agreements related to the Hospital's long-term debt and internally designated for funded depreciation requirements (see Notes 3, 4, 5 and 12). These assets consist primarily of U.S. Treasury obligations held in the trustee's accounts and money market funds. As the lead partner in its DSRIP Performing Provider System (PPS), the Hospital maintains an account for funds to be distributed to its PPS partners that is included in assets limited as to use.

Other Assets

The Hospital has invested in various health care entities, certain of which are accounted for using the equity method. These amounts are classified as other investments in the accompanying consolidated statements of financial position.

Deferred Financing Costs

Deferred financing costs represent costs incurred to obtain long-term financing. Amortization of these costs is provided using the effective interest method. Unamortized deferred financing costs are reported as a direct deduction from long-term debt. See Note 5 for additional information relative to debt-related matters.

Property, Plant, and Equipment

Property, plant, and equipment purchased are stated at cost and those acquired by gifts and bequests are stated at appraised or fair value established at the date of contribution. The carrying amounts of assets and the related accumulated depreciation and amortization are removed from the accounts when such assets are disposed of and any resulting gain or loss is included in operating results.

Annual provisions for depreciation are made based upon the straight-line method using a half-year convention over the estimated useful lives of the assets, ranging from 3 to 40 years (see Note 4 for additional information relative to property, plant, and equipment).

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Net Assets without Donor Restrictions

Net assets that are not subject to donor-imposed restrictions may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Hospital's management and the Board of Trustees.

Net Assets with Donor Restrictions

Net assets with donor restrictions are those whose use by the Hospital has been limited by donors to a specific time period or purpose. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Hospital or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of operations and changes in net assets.

Contributions

Contributions, including unconditional promises to give cash and other assets (pledges), are reported at fair value on the date received. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected in net assets with donor restrictions and net assets released from restrictions in the accompanying consolidated financial statements.

Performance Indicator

The consolidated statements of operations include excess of revenue over expenses as the performance indicator. Changes in net assets without donor restrictions, which are excluded from the excess of revenue over expenses, include permanent transfers of assets to and from affiliates for other than goods and services, contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets), and change in postretirement liability to be recognized in future periods.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

The Hospital differentiates its operating activities through the use of the excess of operating revenue over operating expenses before other items as an intermediate measure of operations. For the purposes of display, items which management does not consider components of the Hospital's operating activities are excluded from this measure and reported as other items in the consolidated statements of operations.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. In the accompanying consolidated financial statements, estimates principally relate to the valuation of net accounts receivable, amounts due from and to third-party payors, the net carrying value of the Hospital's interest in the captive insurance program, estimated professional liabilities and related insurance recoveries receivable, and the carrying value of alternative investments. Management believes that the amounts recorded based on estimates and assumptions are reasonable and any differences between estimates and actual should not have a material effect on the Hospital's consolidated financial position. In 2018 and 2017, management realized revenue of approximately \$45.4 million and \$66.5 million, respectively, which was a result of settlements of prior years' third-party reimbursements net of reserve for potentially uncollectible loans from related organizations and is reflected in the accompanying consolidated statements of operations as other items.

Tax Status

The Hospital is a Section 501(c)(3) organization exempt from Federal income taxes under Section 501(a) of the Internal Revenue Code. The Hospital is also exempt from New York State and New York City income taxes.

The Tax Cuts and Jobs Act (TCJA) was enacted on December 22, 2017. For tax-exempt entities, TCJA requires organizations to categorize certain fringe benefit expenses as a source of unrelated business income subject to tax, pay an excise tax on compensation above certain thresholds, and record income or losses for tax determination purposes from unrelated business activities on an activity-by-activity basis, among other provisions. Regulations necessary to implement certain

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

aspects of TCJA are expected to be promulgated by the Internal Revenue Service (IRS) in 2019. The effects of income taxes are not material to the accompanying consolidated financial statements.

Sale of Clinical Outreach Laboratory

During 2017, the Hospital sold certain assets of its non-hospital clinical outreach laboratory to a commercial laboratory in a transaction that also included certain assets of the non-hospital clinical outreach laboratories of BIMC and SLR. The gain recorded on the sale for the Hospital is \$2.8 million and \$97.0 million in 2018 and 2017, respectively.

Recently Adopted Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. (ASU) 2014-09, *Revenue from Contracts with Customers*. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance in ASU 2014-09 supersedes the FASB's current revenue recognition requirements and most industry-specific guidance. The provisions of ASU 2014-09 became effective for the Hospital for annual reporting periods after December 15, 2017.

Effective January 1, 2018, the Hospital adopted ASU 2014-09 following the modified retrospective method of application. As a result, at the adoption of ASU 2014-09, the majority of what was previously classified as the provision for bad debts (representing approximately \$31.3 million for the year ended December 31, 2018) is now reflected as an implicit price concession (as defined in ASU 2014-09) and therefore is included as a reduction to net patient service revenue in the accompanying consolidated statement of operations. For changes in credit issues not assessed at the date of service, the Hospital will prospectively recognize those amounts as bad debt expense. Bad debt expense is now included as a component of supplies and other expenses in the accompanying consolidated statement of operations. For periods prior to the adoption of ASU 2014-09, the provision for bad debts had been presented consistent with the previous revenue recognition standards that required it to be presented as a separate component of net patient service revenue. Other aspects of the Hospital's adoption of ASU 2014-09 impacting net patient service revenue, which include judgments regarding collection analyses and estimates of variable consideration and the addition of certain qualitative and quantitative disclosures are

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

reflected in Note 2 to the consolidated financial statements. The adoption of ASU 2014-09 in relation to other applicable revenue activity, did not have a material impact on the accompanying consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities*. ASU 2016-01 requires entities to classify gains and losses from certain equity investments within its performance indicator. As the Hospital accounts for its equity investments as trading securities, this change does not have an impact on the recognition of income related to the Hospital's equity investments. ASU 2016-01 contains an additional provision that eliminates the requirement to disclose the fair value of financial instruments measured at amortized cost for the Hospital. The amendments of this ASU are applicable for fiscal years beginning after December 31, 2018, however, early adoption is permitted for the provision relating to the elimination of the requirement to disclose the fair value of financial instruments measured at amortized cost. As such, management has elected to early adopt this provision and will no longer disclose the fair value of debt within its consolidated financial statements.

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*. ASU 2016-14 changes how not-for-profit entities report net asset classes, expenses, and liquidity in the financial statements. The guidance is effective for fiscal years beginning after December 15, 2017. The Hospital adopted ASU 2016-14, effective December 31, 2018. The adoption resulted in the presentation of two classes of net assets, without donor restrictions and with donor restrictions, which were previously presented as unrestricted, temporarily and permanently restricted net assets. Not-for-profits are also required to report all expenses by both functional and natural classification in one location. Additionally, ASU 2016-14 requires additional disclosures around liquidity, which have been included in Note 14. The effects of the adoption of ASU 2016-14 were applied retrospectively except for disclosure of expenses by both natural and functional classification and the disclosures about liquidity and availability of resources, as permitted by ASU 2016-14. The adoption of ASU 2016-14 had no impact on the total net assets previously reported by the Hospital as of December 31, 2017.

Other Recent Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases*. ASU 2016-02 requires the rights and obligations arising from the lease contracts, including existing and new arrangements, to be recognized as assets and liabilities on the statements of financial position, including both finance and operating leases. ASU 2016-02 will require disclosures to help the financial statement users

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

better understand the amount, timing, and uncertainty of cash flows arising from leases. The recognition, measurement and presentation of expenses and cash flows arising from a lease will primarily depend on its classification as a finance or operating lease. ASU 2016-02 is effective for the Hospital beginning January 1, 2019 and will be applied using a modified retrospective approach. The Hospital is currently in the process of evaluating its lease contracts as well as certain service contracts that may include embedded leases. Additionally, the Hospital is finalizing its analysis of certain key assumptions that will be utilized at the transition date. The primary effect of the new standard will be to record right-of-use assets and obligations for current operating leases which will have a material impact on the consolidated statement of financial position and significant incremental disclosures in the financial statement footnotes. The transition adjustment is not expected to have a material impact on net assets or the performance indicator on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows – Classification of Certain Cash Receipts and Cash Payments*, which addresses the following eight specific cash flow issues in order to limit diversity in practice: debt prepayment or debt extinguishment costs; settlement of zero-coupon debt instruments or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing; contingent consideration payments made after a business combination; proceeds from the settlement of insurance claims; proceeds from the settlement of corporate-owned life insurance policies, including bank-owned life insurance policies; distributions received from equity method investees; beneficial interests in securitization transactions; and separately identifiable cash flows and application of the predominance principle. The provisions of ASU 2016-15 are effective for the Hospital for annual periods beginning after December 15, 2018 and interim periods thereafter. Early adoption is permitted. Adoption of ASU 2016-15 is not expected to have a material impact on the Hospital's consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows – Restricted Cash*, which requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The provisions of ASU 2016-18 are effective for the Hospital for annual periods beginning after December 15, 2018 and interim periods thereafter. Early adoption is permitted. The Hospital has not completed the process of evaluating the impact of ASU 2016-18 on its consolidated financial statements.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

In March 2017, the FASB issued ASU 2017-07, *Compensation—Retirement Benefits: Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. ASU 2017-07 addresses how employers that sponsor defined benefit pension and/or other postretirement benefit plans present the net periodic benefit cost in the income statement. Employers will be required to present the service cost component of net periodic benefit cost in the same income statement line item as other employee compensation costs arising from services rendered during the period. Employers will present the other components of the net periodic benefit cost separately from the line item that includes the service cost and outside of any subtotal of operating income, if one is presented. The standard is effective for the Hospital for annual periods beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. Early adoption is permitted as of the beginning of an annual period for which financial statements have not been issued. Adoption of ASU 2017-07 will require the Hospital to include the service cost component of net periodic benefit cost related to its cash balance defined benefit plan and other postretirement plan within salaries and wages on the consolidated statements of operations and to present all other components of net periodic benefit cost as a separate line item excluded from the subtotal for deficiency of operating revenue over operating expenses before other items. Net periodic benefit cost is reported currently within employee benefits expense on the consolidated statements of operations. Adoption of ASU 2017-07 will not have a material impact on the Hospital's financial statements.

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*, which clarifies existing guidance in order to address diversity in practice in classifying grants (including governmental grants) and contracts received by NFPs. This guidance will likely result in more grants and contracts being accounted for as contributions rather than exchange transactions. The standard clarifies the guidance on how entities determine when a contribution is conditional. The clarified guidance applies to all entities (including business entities) that make or receive contributions, except for certain transactions such as transfers of assets business entities receive from government entities (e.g., a government grant to a for-profit biotechnology company). The provisions of ASU 2018-08 are effective for annual periods beginning after December 15, 2018 and interim periods thereafter. Early adoption is permitted. Amendments should be applied on a modified prospective basis to agreements that are not completed as of the effective date and to agreements entered into after the effective date. Retrospective application is permitted. The Hospital is currently evaluating the potential impact of ASU 2018-08 on its consolidated financial statements.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal use software license). The accounting for the service element of a hosting arrangement that is a service contract is not affected by the standard. ASU 2018-15 will require an entity (customer) in a hosting arrangement that is a service contract to follow the guidance in Subtopic 350-40 to determine which implementation costs to capitalize as an asset related to the service contract and which costs to expense. ASU 2018-15 also requires the entity (customer) to expense the capitalized implementation costs of a hosting arrangement that is a service contract over the term of the hosting arrangement. The amendments in this Update also require the entity to present the expense related to the capitalized implementation costs in the same line item in the statement of income as the fees associated with the hosting element (service) of the arrangement and classify payments for capitalized implementation costs in the statement of cash flows in the same manner as payments made for fees associated with the hosting element. The entity is also required to present the capitalized implementation costs in the statement of financial position in the same line item that a prepayment for the fees of the associated hosting arrangement would be presented. The amendments in ASU 2018-15 are effective for annual reporting periods beginning after December 15, 2020, and interim periods thereafter. Early adoption is permitted. The amendments should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. The Hospital has not completed the process of evaluating the impact of ASU 2018-15 on its consolidated financial statements.

The FASB has amended certain guidance related to various disclosures in ASU 2018-09, *Codification Improvements*, ASU 2018-13, *Technical Corrections and Improvements to Financial Instruments—Overall (Subtopic 825-10)—Recognition and Measurement of Financial Assets and Financial Liabilities*, and ASU 2018-14, *Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20)—Disclosure Framework—Changes to the Disclosure Requirements for Defined Benefit Plans*. Among various provisions, ASU 2018-09 may result in additional assets included in an entity’s fair value disclosure table if, among other criteria, net asset value has public visibility. ASU 2018-13 includes several disclosure changes involving transfers between the fair value levels and other updates related to fair value Level 3 investments. ASU 2018-13 also requires entities that use the practical expedient to measure the fair value of certain

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

investments at their net asset values to disclose (1) the timing of liquidation of an investee's assets and (2) the date when redemption restrictions will lapse, but only if the investee has communicated this information to the entity or announced it publicly. The guidance in ASU 2018-14 requires all sponsors of defined benefit plans to provide certain new disclosures: the weighted-average interest crediting rate for cash balance plans and other plans with promised interest crediting rates and an explanation of the reasons for significant gains and losses related to changes in the benefit obligation for the period. Among other changes, ASU 2018-14 eliminates the required disclosure for all sponsors of defined benefit plans to disclose the amounts in accumulated other comprehensive income expected to be recognized as components of net periodic benefit cost over the next fiscal year. The updates noted above have effective dates as follows with early adoption permitted: ASU 2018-09: fiscal years beginning after December 15, 2018; ASU 2018-13: fiscal years beginning after December 15, 2019; and ASU 2018-14: fiscal years ending after December 15, 2021. The Hospital has not completed the process of evaluating the impact of ASU 2018-09, ASU 2018-13 and ASU 2018-14 on its consolidated financial statements.

Reclassifications

Certain reclassifications have been made to 2017 balances previously reported in order to conform with the 2018 presentation.

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue

For Periods Commencing January 1, 2018

Effective January 1, 2018 upon the adoption of ASU 2014-09, net patient service revenue is reported at the amount that reflects the consideration for which the Hospital expects to be entitled in exchange for providing patient care.

The Hospital uses a portfolio approach as a practical expedient to account for categories of patient contracts as collective groups rather than recognizing revenue on an individual contract basis. The portfolio consists of major payor classes for inpatient revenue and outpatient revenue. Based on historical collection trends and other analyses, the Hospital believes that revenue recognized by utilizing the portfolio approach approximates the revenue that would have been recognized if an individual contract approach were used.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

The Hospital's initial estimate of the transaction price for services provided to patients subject to revenue recognition is determined by reducing the total standard charges related to the patient services provided by various elements of variable consideration, including contractual adjustments, discounts, implicit price concessions, and other reductions to the Hospital's standard charges. The Hospital determines the transaction price associated with services provided to patients who have third-party payor coverage on the basis of contractual or formula-driven rates for the services rendered (see description of third-party payor payment programs below). The estimates for contractual allowances and discounts are based on contractual agreements, the Hospital's discount policies and historical experience. For uninsured and under-insured patients who do not qualify for charity care, the Hospital determines the transaction price associated with services rendered on the basis of charges reduced by implicit price concessions. Implicit price concessions included in the estimate of the transaction price are based on the Hospital's historical collection experience for applicable patient portfolios.

Generally, the Hospital bills patients and third-party payors after the services are performed and the patient is discharged. Net patient service revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Hospital. Net patient service revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total charges. The Hospital believes that this method provides a reasonable depiction of the transfer of services over the term of the performance obligation based on the services needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services or patients receiving services in the Hospital's outpatient settings. The Hospital measures the performance obligation from admission into the Hospital or the commencement of an outpatient service to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge or the completion of the outpatient visit.

As substantially all of its performance obligations relate to contracts with a duration of less than one year, the Hospital has elected to apply the optional exemption provided in ASU 2014-09 and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations referred to above are primarily related to inpatient acute care services at the end of the reporting period for patients who remain admitted at that time (in-house patients). The performance obligations for in-house patients are generally completed when the patients are discharged, which for the majority of the Hospital's in-house patients occurs within days or weeks after the end of the reporting period.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

Subsequent changes to the estimate of the transaction price (determined on a portfolio basis when applicable) are generally recorded as adjustments to patient service revenue in the period of the change. For the year ended December 31, 2018, changes in the Hospital's estimates of implicit price concessions, discounts, contractual adjustments or other reductions to expected payments for performance obligations satisfied in prior years were not significant. Portfolio collection estimates are updated based on collection trends. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay (determined on a portfolio basis when applicable) are recorded as bad debt expense. Bad debt expense for the year ended December 31, 2018 was not significant.

The Hospital has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the following factors: payors, lines of business and timing of when revenue is recognized. Tables providing details of these factors are presented below.

Net patient service revenue disaggregated by payor for the year ended December 31, 2018, is as follows (in thousands):

Medicare	\$ 542,529
Medicare HMO	268,569
Medicaid	118,017
Medicaid HMO	437,722
Blue Cross	524,480
Managed care	637,630
Commercial and other	151,375
Self-pay	33,107
	<u>\$ 2,713,429</u>

Deductibles, copayments and coinsurance under third-party payment programs which are the patient's responsibility are included within the respective primary payor category above.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

Net patient service revenue disaggregated by lines of service for the year ended December 31, 2018 is as follows (in thousands):

Inpatient services	\$ 1,807,617
Outpatient services	<u>905,812</u>
	<u>\$ 2,713,429</u>

At December 31, 2018, patient accounts receivable, net is comprised of the following components (in thousands):

Patient receivables	\$ 343,607
Contract assets	<u>26,740</u>
	<u>\$ 370,347</u>

Contract assets are related to in-house patients who were provided services during the reporting period but were not discharged as of the reporting date and for which the Hospital does not have the right to bill.

The allowance for doubtful accounts was not significant at December 31, 2018. The allowance for doubtful accounts was approximately \$28.8 million at December 31, 2017.

Settlements with third-party payors (see description of third-party payor payment programs below) for cost report filings and retroactive adjustments due to ongoing and future audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Hospital's historical settlement activity (for example, cost report final settlements or repayments related to recovery audits), including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Such estimates are determined through either a probability-weighted estimate or an estimate of the most likely amount, depending on the circumstances related to a given estimated settlement item. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

investigations. For the year ended December 31, 2018, the net effect of the Hospital's revisions to prior year estimates and third-party settlements resulted in revenue of approximately \$45.4 million which is recorded in other items in the consolidated statement of operations.

For Periods Through December 31, 2017

Prior to the adoption of ASU 2014-09, the Hospital recognized patient service revenue at the estimated net realizable amounts associated with services provided to patients who have third-party payor coverage on the basis of contractual or formula-driven rates for the services rendered (see description of third-party payor payment programs below) and included estimated retroactive revenue adjustments due to ongoing and future audits, reviews and investigations. For uninsured and under-insured patients who did not qualify for charity care, the Hospital recognized revenue on the basis of charges. Under the charity care policy, a patient who had no insurance or was under-insured and was ineligible for any government assistance program had his or her bill reduced to (1) the lesser of charges or the Medicaid diagnostic-related group for inpatient and (2) a discount from Medicaid fee-for-service rates for outpatient.

Patient service revenue for the year ended December 31, 2017, net of contractual allowances and discounts (but before the provision for bad debts), recognized from these major payor sources based on primary insurance designation, is as follows (in thousands):

Third-party payors	\$ 2,509,238
Self-pay	29,012
	<u>\$ 2,538,250</u>

Deductibles, copayments and coinsurance under third-party payment programs within the third-party payors amounts above are the patient's responsibility and the Hospital considered these amounts in its determination of the provision for bad debts based on collection experience.

Accounts receivable is recorded at its expected net realizable value. In evaluating the collectability of accounts receivable, the Hospital analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowances and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

The allowance for doubtful accounts for self-pay patients was approximately 19% of self-pay accounts receivable as of December 31, 2017.

Revenue from the Medicare and Medicaid programs accounted for approximately 27% and 19%, respectively, of the Hospital's net patient service revenue for the year ended December 31, 2017.

For services provided through December 31, 2017, net patient service revenue and the related accounts receivable estimates are subject to the accounting requirements prior to the adoption of ASU 2014-09. Estimates for the allowance for doubtful accounts pertaining to this service period are reevaluated monthly and certain revisions to such estimates continue to be made based on recent collection trends and management's expectations for the ultimate collection of accounts receivable balances existing at December 31, 2017.

During 2017, the Hospital revised estimates made in prior years to reflect the passage of time and the availability of more recent information, such as settlement activity, associated with the related payment items. For the year ended December 31, 2017, the net effect of the Hospital's revisions to prior year estimates and third-party settlements resulted in revenue of approximately \$66.5 million which is recorded in other items in the consolidated statement of operations.

Third-Party Payment Programs

The Hospital has agreements with third-party payors that provide for payment for services rendered at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare: Hospitals are paid for most Medicare patient services under national prospective payment systems and other methodologies of the Medicare program for certain other services. Federal regulations provide for adjustments to current and prior years' payment rates, based on industry-wide and Hospital-specific data.

Non-Medicare: In New York, hospitals and all non-Medicare payors (including Medicare and Medicaid managed care plans), except Medicaid, workers' compensation and no-fault insurance programs, negotiate hospitals' payment rates. Outpatient services also are paid based

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

on a statewide prospective system. Medicaid rate methodologies are subject to approval at the Federal level by the Centers for Medicare and Medicaid Services (CMS), which may routinely request information about such methodologies prior to approval. Revenue related to specific rate components that have not been approved by CMS is not recognized until the Hospital is reasonably assured that such amounts are realizable. Adjustments to the current and prior years' payment rates for those payors will continue to be made in future years.

Other Third-Party Payors: The Hospital also has entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Hospital under these agreements includes prospectively determined rates per discharge or days of hospitalization and discounts from established charges.

Medicare cost reports, which serve as the basis for final settlement with the Medicare program, have been audited by the Medicare fiscal intermediary and settled through 2002, and for 2005 through 2013, although revisions to final settlements or other retroactive changes could be made. Other years and various issues remain open for audit and settlement, as are numerous issues related to the New York State Medicaid program for prior years. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount when open years are settled, audits are completed and additional information is obtained.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Hospital's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon the Hospital. The Hospital is not aware of any allegations of non-compliance that could have a material adverse effect on the accompanying consolidated financial statements and believes that it is in compliance with all applicable laws and regulations. In addition, certain contracts the Hospital has with commercial payors also provide for retroactive audit and review of claims.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

There are various proposals at the federal and state levels that could, among other things, significantly change payment rates or modify payment methods. The ultimate outcome of these proposals and other market changes, including the potential effects of or revisions to health care reform that has been or will be enacted by the federal and state governments, cannot be determined presently. Future changes in the Medicare and Medicaid programs and any reduction of funding could have an adverse impact on the Hospital. Additionally, certain payors' payment rates for various years have been appealed by the Hospital. If the appeals are successful, additional income applicable to those years could be realized.

The Hospital grants credit without collateral to its patients, most of whom are insured under third-party payor agreements. Significant concentrations of patient accounts receivable, net at December 31, 2018 and 2017 are as follows:

	<u>2018</u>	<u>2017</u>
Medicare	16%	17%
Medicaid	22	22
Blue cross	13	12
Managed care and other	46	45
Self-pay	3	4
	<u>100%</u>	<u>100%</u>

Uncompensated Care and Community Benefit Expense

For patients who are deemed eligible for charity care and patients who apply and qualify for financial aid under the Hospital's financial aid policy, care given but not paid for is classified as charity care. For the years ended December 31, 2018 and 2017, the estimated cost of charity care was approximately \$46.4 million and \$39.6 million, respectively. The estimated cost of charity care includes the direct and indirect cost of providing charity care services and is estimated by utilizing a ratio of cost to gross charges applied to the gross uncompensated charges associated with providing charity care.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

For the year ended December 31, 2018, the Hospital recorded approximately \$31.3 million of implicit price concessions as a direct reduction of net patient service revenue that would have been recorded as provision for bad debts prior to adoption of ASU 2014-09. At December 31, 2018, the Hospital recorded approximately \$25.0 million as a direct reduction of patient accounts receivable that would have been reflected as allowance for uncollectable accounts prior to the adoption of ASU 2014-09. For patient services provided prior to December 31, 2017, uncollected amounts for patients who were determined by the Hospital to have the ability to pay but did not, were classified as allowance for uncollectable accounts (\$28.8 million in 2017).

Vital Access Provider Safety Net Program and Medicaid Enhanced Rates

In September 2015, MSHG entered into an agreement with the NYSDOH to participate in the Vital Access Provider/Safety Net Program (VAP). MSHG was awarded approximately \$81.4 million in VAP funding over three years. In accordance with the governing agreement, MSHG submitted quarterly reports to the NYSDOH, detailing how the VAP funds were being expended, in line with approved objectives, budgets, timelines and benchmarks. In addition, MSHG has committed to complete a full asset merger of the Hospital, BIMC, SLR and NYEEI by no later than December 31, 2019. MSHG has had discussions with the NYSDOH regarding either alternatives to a full asset merger or a delay in the effective date, but there has not been a change to the full asset merger commitment at the present time.

The NYSDOH had also agreed to provide certain MSHG member hospitals with a temporary Medicaid rate enhancement for three years. The enhanced Medicaid rates were paid to the MSHG member hospitals directly by the Medicaid program or Medicaid managed care payors as patient services were rendered. The MSHG member hospitals recognized revenue from the VAP payments on a quarterly basis as reporting requirements were completed and approved expenditures were incurred. The Hospital recognized VAP revenue of approximately \$25.0 million in 2018 (\$18.9 million in 2017). All amounts related to VAP funding for the MSHG member hospitals were received by BIMC; amounts due to the Hospital related to VAP funding are recorded as a component of due from related organizations. MSHG has through the end of the first quarter of 2019 to spend the remaining VAP funds.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

The Hospital recognized approximately \$4.7 million and \$20.2 million in 2018 and 2017, respectively, of revenue associated with the Medicaid rate enhancements; the Hospital transferred the full amounts to BIMC in 2018 and 2017 (see Note 10). In the event that conditions of the governing agreement are not met, funding associated with the VAP program and the enhanced Medicaid rates will be refundable to the NYSDOH. Management believes the possibility that the condition will not be met is remote. The Medicaid rate enhancement ended on March 31, 2018.

3. Investments and Assets Limited as to Use

Investments are maintained as follows:

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Pooled investments	\$ 900,539	\$ 866,376
Non-pooled investments	660,178	448,166
	<u>\$ 1,560,717</u>	<u>\$ 1,314,542</u>

At December 31, 2018 and 2017, approximately \$22.3 million and \$4.6 million, respectively, of pooled investments is included in short-term investments. Non-pooled investments primarily consist of marketable short-term investments, investment in a captive insurance program (see Note 6) and certain non-marketable investments recorded under the equity method of accounting. Marketable short-term investments consist of money market funds and fixed income securities.

The following table summarizes the composition of the investment pool at December 31, 2018 and 2017; the Hospital's interests in the pooled investment components are proportionate based on the ratio of its pooled investment balance to the total of the pool. The Hospital owned 51.9% and 49.9% of the investment pool at December 31, 2018 and 2017, respectively.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use (continued)

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Cash and cash equivalents	\$ 43,870	\$ 9,243
Fixed income:		
Mutual funds	4,241	13,458
Equities:		
U.S. equities	129,962	131,993
Global equities	47,802	54,460
Non-U.S. equities	133,291	164,884
Alternative investments:		
Hedge funds:		
Long-only equity ^(a)	213,772	212,773
Hedged equity ^(b)	324,872	326,244
Long/short credit ^(c)	35,809	44,334
Open mandate ^(d)	283,157	357,410
Macro ^(e)	122,529	74,434
Private investments:		
Equity ^(f)	75,217	50,522
Credit/distressed ^(g)	93,815	97,493
Real assets ^(h)	224,672	200,557
	<u>\$ 1,733,009</u>	<u>\$ 1,737,805</u>

^(a) Investments, consisting of publicly traded equity holdings with long positions.

^(b) Investments, consisting primarily of publicly traded equity holdings with both long and short positions.

^(c) Investments, consisting primarily of publicly traded credit holdings with both long and short positions.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use (continued)

- (d) Investments with a balanced mix of asset exposures and strategies. Underlying exposures primarily include publicly traded equity and credit positions in fundamental value, relative value, and various arbitrage strategies. Investments may reflect a tilt towards equity or credit with hedging and hold large cash positions if value opportunities are not found.
- (e) Investments focused on global macro dislocations rather than micro-driven opportunities. Holdings are both long and short in equity, fixed income, currency, and futures markets.
- (f) Investments targeting buyout, growth equity, and venture opportunities that require time to reach realization.
- (g) Investments in structured credit, claims, distressed positions of either a minority or controlling interest that require time to reach realization.
- (h) Real estate, natural resources, and asset backed royalty investments that require time to reach realization.

The total return on the total pooled investments comprises the following for the years ended December 31:

	2018	2017
	<i>(In Thousands)</i>	
Interest and dividend and other income	\$ 6,615	\$ 6,173
Net realized gains on sales of securities	80,920	70,730
Change in net unrealized gains and losses and change in value of alternative investments	(124,976)	115,721
Fees and other expenses	(7,136)	(6,300)
Total	\$ (44,577)	\$ 186,324

The Hospital was allocated a total investment return from the pool based on agreements among the pool participants and donor stipulations of approximately \$(26.2) million and \$87.8 million in 2018 and 2017, respectively.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use (continued)

Total investment return recognized by the Hospital comprises the following for the years ended December 31:

	2018	2017
	<i>(In Thousands)</i>	
Interest, dividend, and other income	\$ 10,738	\$ 5,847
Net realized gains on sales of securities	<u>34,028</u>	<u>27,560</u>
	<u>\$ 44,766</u>	<u>\$ 33,407</u>
Net change in unrealized gains and losses on investments and change in value of alternative investments	<u>\$ (60,131)</u>	<u>\$ 51,441</u>

Assets limited as to use consist of the following at December 31:

	2018	2017
	<i>(In Thousands)</i>	
Assets held under long-term debt agreements:		
Construction funds	\$ 3,864	\$ 3,653
Debt service fund	9,905	10,093
Debt service reserve fund	34,525	34,641
Internally designated for debt service	19,487	11,370
Funded depreciation	1,552	1,523
Delivery System Reform Incentive Payment program (DSRIP)	<u>4,475</u>	<u>14,745</u>
Total assets limited as to use	<u>73,808</u>	<u>76,025</u>
Less current portion	<u>33,868</u>	<u>36,207</u>
Assets limited as to use, less current portion	<u>\$ 39,940</u>	<u>\$ 39,818</u>

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use (continued)

As the lead partner in its DSRIP PPS, the Hospital maintains an account for funds to be distributed to its PPS partners. A corresponding liability of \$4.5 million and \$14.7 million in 2018 and 2017, respectively, is included in other current liabilities.

4. Property, Plant, and Equipment

A summary of property, plant, and equipment is as follows at December 31:

	2018	2017
	<i>(In Thousands)</i>	
Land and improvements	\$ 49,617	\$ 49,617
Buildings and improvements	649,041	643,950
Condominium interest <i>(Note 5)</i>	110,133	110,133
Fixed equipment	646,734	620,812
Movable equipment	980,628	914,128
	2,436,153	2,338,640
Less leasehold interest of the School	(68,146)	(68,146)
	2,368,007	2,270,494
Less accumulated depreciation and amortization	(1,410,385)	(1,324,917)
	957,622	945,577
Capital projects in progress <i>(Note 5)</i>	27,129	5,093
	\$ 984,751	\$ 950,670

The Hospital capitalizes costs incurred in connection with the development of internal use software or purchased software modified for internal use. In 2018 and 2017, approximately \$5.4 million and \$7.0 million was capitalized, respectively.

In 2018 and 2017, the Hospital wrote off approximately \$26.8 million and \$25.0 million, respectively of fully depreciated assets that were no longer in use.

The School has entered into a long-term lease with the Hospital relating to a portion of the Hospital-owned Annenberg Building, which is used by the School. Accordingly, the Hospital reflects the School's leasehold interest as a reduction of total property, plant, and equipment. Under the terms of the lease, the School makes payments for its share of the building's operating expenses.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

4. Property, Plant, and Equipment (continued)

At December 31, 2018 and 2017, approximately \$11.8 million is included in buildings and improvements representing amounts paid by the Hospital to the School relating to a portion of a multipurpose building owned by the School that is leased and used by the Hospital. Under the terms of a lease agreement relative to this space, the Hospital made payments of approximately \$3.7 million and \$3.9 million in 2018 and 2017, respectively, for its share of the operating costs.

The Hospital entered into a lease agreement with the School for a portion of the Center for Advanced Medicine building that is used by the Hospital. At December 31, 2018 and 2017, approximately \$4.7 million is included in the accompanying consolidated statements of operations representing amounts paid by the Hospital to the School relating to the portion of the building used by the Hospital. In each of 2018 and 2017, under the terms of this lease, the Hospital paid the School approximately \$2.8 million for its share of the operating costs of the related portion of the building.

Future minimum rental commitments under various leases with the School are approximately \$6.3 million in 2019; \$6.0 million in 2020; \$5.8 million in 2021; \$5.5 million in 2022; \$4.6 million in 2023 and \$38.4 million thereafter.

Substantially all property, plant, and equipment have been pledged as collateral under various debt agreements.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

5. Long-Term Debt

A summary of long-term debt is as follows at December 31:

	2018	2017
	<i>(In Thousands)</i>	
Series 2010 bonds; interest rates ranging from 1.8% to 5.0% ^(a)	\$ 213,490	\$ 234,885
Series 2011A bonds; interest rates ranging from 3.0% to 5.0% ^(b)	57,465	58,810
Series 2013 bonds; interest rate of 2.83% ^(c)	100,800	104,533
Accounts receivable financing ^(d)	4,462	7,650
Promissory note payable, including deferred interest ^(e)	113,304	115,234
Capital lease ^(f)	5,971	7,388
Series 2017 bonds; interest rates ranging from 3.83% to 3.98% ^(g)	382,000	382,000
	877,492	910,500
Add net bond premium	5,048	6,222
Less deferred financing costs, net	7,533	8,453
Less current portion	33,380	32,370
	\$ 841,627	\$ 875,899

^(a) In June 2010, the Hospital refunded and refinanced its outstanding Series 2000 bonds that had been issued through the Dormitory Authority of the State of New York (DASNY), partially at par and partially at 101%. The new bonds (Series 2010) were issued as both taxable and tax-exempt series (approximately \$28.5 million par amount of taxable bonds and approximately \$331.2 million par amount of tax-exempt bonds issued through DASNY). The bonds mature serially through July 1, 2026.

^(b) In October 2011, DASNY issued \$65.4 million of tax-exempt bonds (Series 2011A) on behalf of the Hospital. The bonds were issued to finance the Hospital's share of the costs of construction of a cancer treatment center in the Leon and Norma Hess Center for Science and Medicine. The bonds mature serially through July 1, 2041.

^(c) In December 2013, Build NYC Resource Corporation issued \$112.0 million of tax-exempt bonds (Series 2013) on behalf of the Hospital.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

5. Long-Term Debt (continued)

The bonds were issued to finance an expansion and renovation project at the Hospital's Queens campus. The bonds mature serially through January 1, 2044; the interest rate is fixed.

- (d) The Hospital had a revolving, amortizing loan with a commercial bank that expired on October 21, 2013. Interest was payable at the 30-day London Interbank Offered Rate plus 0.5% on a quarterly basis; principal also was payable quarterly. The loan was refinanced to a fixed rate of 2.44% and expires on October 21, 2020. Interest and principal are due quarterly. Under the terms of the agreement, the Hospital is required to maintain certain financial ratios and was in compliance with these ratios at December 31, 2018 and 2017.
- (e) In August 2014, the Hospital entered into a transaction pursuant to which the Hospital obtained approximately 450,000 square feet of space located at 150 East 42nd Street to consolidate corporate services of MSHS. The space replaced existing leased and owned office space to provide additional capacity for clinical and research activities. A leasehold condominium interest was purchased by the Hospital and, shortly thereafter, transferred to a special-purpose, limited liability company formed by the Hospital (included in the accompanying consolidated financial statements). The purchase was financed through the issuance of a promissory note payable with a principal amount of \$110.1 million, interest at a rate of 8%, and payments beginning in June 2015 and ending in March 2046. Payment of interest was deferred from August 2014 until May 2015. The Hospital and the School guaranteed, on a joint and several basis, all of the obligations of the Hospital which include note payments, operating expenses and other carrying costs and charges, some of which escalate annually. The property is collateral for the related financing. In connection with this transaction, the seller/landlord provided the Hospital with a leasehold improvement/tenant allowance of approximately \$35.3 million, which was recorded in the accompanying consolidated statement of financial position as part of capital projects in process and other long-term liabilities at December 31, 2014. In 2015, the total amount of the leasehold improvement/tenant allowance was transferred from capital projects in process to buildings and improvements. Amortization of the leasehold improvement/tenant allowance commenced in 2015.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

5. Long-Term Debt (continued)

Common charges for the 150 East 42nd Street leasehold condominium property subsequent to December 31, 2018, are as follows (in thousands):

2019	\$	8,040
2020		8,040
2021		8,040
2022		8,040
2023		8,040

^(f) In June 2016, the Hospital entered into a \$9.8 million capital lease to finance the acquisition of hospital beds for the use of the members of MSHG. The lease term is for seven years at an effective interest rate of 1.91%.

^(g) In December 2017, the Hospital issued \$382.0 million of taxable bonds for general taxable purposes. Certain proceeds of the bonds (approximately \$106.0 million) were used to repay the outstanding debt of BIMC which the Hospital had previously guaranteed. Funds loaned to BIMC from the Hospital are recorded as a component of due from related organizations. Other proceeds of the bonds were used to repay the Hospital's \$40.0 million bank loan noted above. The bonds are structured with interest only payments until 2031 and two bullet maturities: one in 2035 and the second in 2048. There are mandatory annual sinking payments beginning in 2031.

As security for its obligations under the Series 2010, Series 2011A, Series 2013, and Series 2017 bonds, the Hospital provided a gross revenue pledge and executed a mortgage on its patient care property. Furthermore, the Hospital agreed to limitations on its ability to transfer assets and borrow additional funds as well as other limitations. In connection with the DASNY Series 2010 and Series 2011A bonds, the Hospital is required to maintain certain debt service funds and other reserve funds (included in assets limited as to use). The Hospital agreed to maintain certain financial ratios, including a debt service coverage ratio and days cash-on-hand ratio which are calculated semi-annually. At December 31, 2018 and 2017, the Hospital was in compliance with the required financial ratios.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

5. Long-Term Debt (continued)

Principal payments on long-term debt subsequent to December 31, 2018, are as follows (in thousands):

2019	\$ 33,380
2020	36,109
2021	35,964
2022	37,646
2023	38,317
Thereafter	696,076
Total	<u>\$ 877,492</u>

Interest paid for the years ended December 31, 2018 and 2017, aggregated approximately \$21.8 million and \$15.4 million, respectively. In 2018, the Hospital capitalized net interest of approximately \$1.6 million relating to construction activity in progress (\$0.9 million in 2017).

Future minimum lease payments under noncancelable operating leases, excluding leases with related parties (see Notes 4 and 10), with initial or remaining terms of one year or more at December 31, 2018, consisted of the following (in thousands):

2019	\$ 1,617
2020	1,305
2021	1,303
2022	1,227
2023	853
Total minimum lease payments	<u>\$ 6,305</u>

Rental expense to unrelated parties approximated \$27.5 million and \$19.8 million in 2018 and 2017, respectively.

6. Professional Liabilities Insurance Program

Primary coverage of professional and general liability incidents has been provided through participation in a pooled program with certain other health care facilities (principally hospitals) affiliated with the Federation of Jewish Philanthropies of New York (FOJP). This occurrence-basis insurance coverage participation is with captive insurance companies and commercial insurance companies.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

6. Professional Liabilities Insurance Program (continued)

As of December 31, 2018, the Hospital retained ownership interests of 25% in three captive insurance companies affiliated with the FOJP Program. The Hospital follows the equity method of accounting for its investment in the captive insurance companies and has recognized its allocated share of a portion of the program's accumulated surplus.

The aggregate net carrying value of the Hospital's interests in the insurance program was approximately \$200.6 million and \$185.5 million at December 31, 2018 and 2017, respectively, which is included in other investments in the accompanying consolidated statements of financial position. In 2018, the Hospital received total dividends and cash distributions of approximately \$42.8 million. In December 2017, one of the captive insurance companies declared a dividend of approximately \$54 million to be distributed based on each owner's respective ownership interest. As a result, the Hospital recorded a dividend receivable of approximately \$13.5 million which was recorded within other current assets on the accompanying consolidated statement of financial position at December 31, 2017 and subsequently received in 2018.

The estimate of professional liabilities and the estimate for incidents that have been incurred but not reported is included in professional liabilities in the accompanying consolidated statements of financial position at the actuarially determined present value of approximately \$219.2 million (\$264.6 million at December 31, 2017), based on a discount rate of 4% and 5% at December 31, 2018 and 2017, respectively. The Hospital has recorded related insurance recoveries receivable of approximately \$219.2 million at December 31, 2018 (\$264.6 million at December 31, 2017), in consideration of the expected insurance recoveries. The current portion of professional liabilities and the related insurance recoveries receivable represent an estimate of expected settlements and insurance recoveries over the next 12 months.

During the years ended December 31, 2018 and 2017, the Hospital recorded approximately \$49.3 million and \$41.7 million, respectively, of net change in participation in captive insurance program in the consolidated statements of operations. Approximately \$25.0 million of the 2018 amount related to retroactive premium adjustments. Approximately \$24.3 million of the 2018 adjustment and the full amount of the 2017 adjustment relate to the net change in equity investments in the captive insurance companies.

The Hospital, as part owner of its malpractice captive, guarantees a certain level of investment return of the captive insurance companies and may be required to fund shortfalls resulting from differences between guaranteed and actual investment returns. The Hospital and the School were not required to fund any differences in 2018 and 2017.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

6. Professional Liabilities Insurance Program (continued)

The Hospital's estimates of professional liabilities are based upon complex actuarial calculations, which utilize factors such as historical claims experience for the Hospital and related industry factors, trending models, estimates for the payment patterns of future claims, and present value discount factors. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Revisions to estimated amounts resulting from actual experience differing from projected expectations are recorded in the period the information becomes known or when changes are anticipated.

In February 2014, the FOJP program and the various affiliated captive insurance companies began an internal investigation into several insurance regulatory and related matters that had come to the attention of the FOJP companies' management. The New York State Department of Financial Services (DFS) also conducted its own investigation into the issues that were raised and related matters. During 2017, the FOJP companies and DFS resolved the outstanding matters through an agreed upon stipulation which did not have a material effect on the Hospital's consolidated financial statements.

Effective January 1, 2018, the Mount Sinai Health System Self-Insurance Trust (the Self-Insurance Trust) was established to provide coverage in excess of FOJP Program limits. Currently, the Hospital, BIMC, SLR, and NYEEI participate in the Self-Insurance Trust, which is irrevocable. As of December 31, 2018, the Self-Insurance Trust held investments of \$39.9 million on behalf of the Hospital and a receivable from the Hospital of \$4.2 million, both of which are included in beneficial interest in self-insurance trust in the accompanying 2018 consolidated statement of financial position. In addition, as of December 31, 2018, the Self-Insurance Trust had actuarially determined liabilities of approximately \$44.1 million discounted at 3.5%, which are included as estimated self-insurance liability in the consolidated statement of financial position.

On November 27, 2018, the Hospital, BIMC, Maimonides Medical Center and Montefiore Medical Center, collectively the owners of Hospitals Insurance Company (HIC) and FOJP, announced their agreement to sell HIC and FOJP to The Doctors Company for \$650 million, subject to closing adjustments. The transaction is subject to regulatory approvals and is expected to close in 2019. HIC has provided the hospitals and related physicians with medical malpractice insurance for 40 years. The hospitals will share in the proceeds ratably according to their ownership.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

7. Pension and Similar Plans and Other Postretirement Benefits

The Hospital provides pension and similar benefits to its employees through several defined benefit multiemployer union plans and tax-sheltered annuity plans. Payments to the tax-sheltered annuity plans are generally based on percentages of annual salaries. It is the Hospital's policy to fund accrued costs under these plans on a current basis. The Hospital's pension expense under all plans for the years ended December 31, 2018 and 2017, aggregated approximately \$81.3 million and \$92.0 million, respectively.

Additionally, the Hospital and the School jointly offer a 457(b) plan to certain of their respective employees. Contributions, through payroll deductions, are made solely by the employees. The contributions are maintained in individual accounts held by a custodian and remain an asset and liability of the employer until the participant terminates employment. At December 31, 2018 and 2017, approximately \$13.1 million and \$12.5 million, respectively, is included in other assets and other liabilities in the accompanying consolidated statements of financial position related to the 457(b) plan.

In addition to the Hospital's pension plans, the Hospital provides health care benefits, including prescription drug benefits and life insurance benefits, to its retired employees if they reach normal retirement age while still working for the Hospital.

Prior to 2004, the Hospital-sponsored plan provided postretirement medical and life insurance benefits to full-time employees who had worked ten years and attained the age of 62 while in service with the Hospital. During 2004, the Hospital curtailed the plan to include the requirement that employees have 20 years of consecutive service, or have attained the age of 50 with ten or more years of service by January 1, 2004, to be eligible for benefits. The postretirement plan contains cost-sharing features such as deductibles and coinsurance. The postretirement plan is unfunded and the Hospital does not sponsor any other postretirement benefit plans.

The Hospital recognizes the funded status (i.e., the difference between the fair value of plan assets and the projected benefit obligations) of its retiree benefits plan, with a corresponding adjustment to unrestricted net assets for the portion of the unfunded liability that has not been recognized as postretirement cost. The adjustment to unrestricted net assets represents the net unrecognized actuarial losses and unrecognized prior service cost, which will be subsequently recognized as a component of net periodic postretirement cost through amortization.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

7. Pension and Similar Plans and Other Postretirement Benefits (continued)

The following tables provide a reconciliation of the changes in the postretirement plan's benefit obligation and a statement of the funded status of the plan as of December 31:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Reconciliation of the benefit obligation		
Obligation at January 1	\$ 17,876	\$ 17,364
Service cost	300	269
Interest cost	777	698
Actuarial net (gain) loss	(5,508)	659
Benefit payments	(2,364)	(1,114)
Obligation at December 31	<u>\$ 11,081</u>	<u>\$ 17,876</u>
Funded status		
Net amount recognized – current portion	\$ 1,250	\$ 1,274
Net amount recognized – long-term portion	9,831	16,602
Total	<u>\$ 11,081</u>	<u>\$ 17,876</u>

Included in other changes in unrestricted net assets are the following changes in amounts that have not yet been recognized in postretirement cost:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Unrecognized prior service cost	\$ –	\$ 23
Unrecognized actuarial (loss) gain	(6,089)	425
Total	<u>\$ (6,089)</u>	<u>\$ 448</u>

The actuarial loss (gain) included in unrestricted net assets at December 31 and expected to be recognized in postretirement cost in the future are as follows:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Unrecognized actuarial loss (gain)	<u>\$ (872)</u>	<u>\$ 5,217</u>

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

7. Pension and Similar Plans and Other Postretirement Benefits (continued)

The Hospital expects to pay the following future plan benefit payments, which reflect expected future service (in thousands):

2019	\$	1,250
2020		1,275
2021		1,283
2022		1,228
2023		1,152
2024 to 2028		4,254

The following table provides the components of the net periodic postretirement cost for the plan for the years ended December 31:

	<u>2018</u>		<u>2017</u>
	<i>(In Thousands)</i>		
Service cost	\$ 300	\$	269
Interest cost on projected benefit obligation	777		698
Net amortization	581		211
Total net periodic postretirement cost	<u>\$ 1,658</u>	<u>\$</u>	<u>1,178</u>

The weighted-average discount rate used in the measurement of the Hospital's benefit obligation was 4.55% and 3.85% for 2018 and 2017, respectively. The weighted-average discount rate used in the measurement of net periodic postretirement cost was 3.85% for 2018 and 4.27% for 2017. For measurement purposes relative to 2018, an annual rate of increase in the per capita cost of covered health care benefits was assumed to be initially 6.9%, grading down to an ultimate rate of 5% in 2022. A 5% annual rate of increase in the per capita cost of covered health care benefits was assumed for 2018.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

7. Pension and Similar Plans and Other Postretirement Benefits (continued)

Assumed health care cost trend rates have a significant effect on the amounts reported. A 1% change in assumed health care cost trend rates would have the following effects:

	2018		2017	
	1% Increase	1% Decrease	1% Increase	1% Decrease
	<i>(In Thousands)</i>			
Effect on total of service and interest cost components of net periodic postretirement cost	\$ 11	\$ (10)	\$ 6	\$ (6)
Effect on the health care component of the accumulated benefit obligation	202	(188)	177	(164)

The Hospital contributes to three multiemployer defined benefit pension plans under the terms of collective-bargaining agreements that cover its union-represented employees. The risks of participating in these multiemployer plans are different from single-employer plans in the following aspects:

- a. Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- b. If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- c. If an employer chooses to stop participating in some of its multiemployer plans, the employer may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

The Hospital's participation in these plans for the years ended December 31, 2018 and 2017, is outlined in the table below. The "EIN Number" column provides the Employer Identification Number (EIN). Unless otherwise noted, the most recent Pension Protection Act (PPA) zone status available in 2018 and 2017 is for a plan's year-end at December 31, 2017 and 2016, respectively. The zone status is based on information that the Hospital received from the plans and is certified by the plans' actuaries. Among other factors, plans in the red zone are generally less than 65% funded, plans in the yellow zone are less than 80% funded, and plans in the green zone are at least

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

7. Pension and Similar Plans and Other Postretirement Benefits (continued)

80% funded. The “FIP/RP Status Pending/Implemented” column indicates plans for which a financial improvement plan (FIP) or a rehabilitation plan (RP) is pending or has been implemented. The last column lists the expiration dates of the collective bargaining agreements to which the plans are subject.

Pension Fund	EIN Number	Plan Number	Pension Protection Act Zone Status		FIP/RP Status Pending/Implemented	Contributions by the Hospital		Surcharge Imposed	Expiration Date of Collective-Bargaining Agreement
			2018	2017		2018	2017		
<i>(In Thousands)</i>									
New York State Nurses Association Pension Plan	13-6604799	001	Green as of 1/01/2018	Green as of 1/01/2017	No	\$ 23,829	\$ 20,742	No	12/31/2018
1199 SEIU Health Care Employees Pension Fund	13-3604862	001	Green as of 1/01/2018 Red as of 7/01/2018	Green as of 1/01/2017 Red as of 7/01/2017	No	34,340	49,745	No	09/30/2021
Local 32BJ SEIU	13-1879376	001	7/01/2018	7/01/2017	Yes	217	209	No	04/20/2018

The Hospital was listed in the New York State Nurses Association Pension Plan’s Forms 5500 as providing more than 5% of the total contributions during each of the plan’s 2017 and 2016 plan years. At the date the Hospital’s consolidated financial statements were issued, Forms 5500 are not yet available for any of the Pension funds for the plan years ended in 2018.

8. Net Assets with Donor Restrictions

Net assets with donor restrictions include endowments that have been restricted by donors to be maintained in perpetuity and invested by the Hospital.

The Hospital follows the requirements of the New York Prudent Management of Institutional Funds Act (NYPMIFA) as they relate to its permanently restricted contributions and net assets.

The Hospital has interpreted NYPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment fund absent explicit donor stipulations to the contrary. As a result of this interpretation, the Hospital classifies within net assets with donor restrictions the original value of the gifts donated to the permanent endowment and the original value of subsequent gifts to the permanent endowment. Accumulations to the permanent endowment are used in accordance with the direction of the applicable donor gift. The

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

8. Net Assets with Donor Restrictions (continued)

remaining portion of the donor-restricted endowment fund is also classified in net assets with donor restrictions until the amounts are appropriated for expenditure in accordance with a manner consistent with the standard of prudence prescribed by NYPMIFA. In accordance with NYPMIFA, the Hospital considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) the duration and preservation of the fund; (2) the purposes of the Hospital and the donor-restricted endowment fund; (3) general economic conditions; (4) the possible effect of inflation and deflation; (5) where appropriate and circumstances would otherwise warrant, alternatives to expenditure of the endowment fund, giving due consideration to the effect that such alternatives may have on the institution; (6) the expected total return from income and the appreciation of investments; (7) other resources of the Hospital; and (8) the investment and spending policies of the Hospital. The Hospital's policies provide the guidelines for setting the annual spending rate (4.5% in 2018 and 4% in 2017) and the treatment of any investment returns in excess of the annual spending rate. The endowment spend rate is calculated on the average three-year rolling market value of each endowed fund. Any excess investment returns beyond the spending rate, to the extent available, are added to the endowed fund and classified as net assets with donor restrictions, unless also appropriated for expenditure. The Hospital expends the income distributed from certain restricted assets on an annual basis in support of health care services (2018 and 2017 distributions totaled approximately \$32.1 million and \$28.9 million, respectively).

The Hospital has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment. Endowment assets are invested in a manner to provide that sufficient assets are available as a source of liquidity for the intended use of the funds, achieve the optimal return possible within the specified risk parameters, prudently invest assets in a high-quality diversified manner, and adhere to the established guidelines.

To satisfy its long-term rate-of-return objectives, the Hospital relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Hospital targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

8. Net Assets with Donor Restrictions (continued)

Net assets with donor restrictions that are temporary in nature are available to support program activities as stipulated by donors. Net assets with donor restrictions that are perpetual in nature are restricted to investment in perpetuity with the income expendable to support program activities as stipulated by donors. Net assets with donor restrictions that are temporary in nature are restricted as follows at December 31:

	2018	2017
	<i>(In Thousands)</i>	
Plant replacement and plant operating funds	\$ 657	\$ 920
Other specific-purpose funds	107,798	103,439
	\$ 108,455	\$ 104,359

Net assets with donor restrictions that are perpetual in nature are restricted as follows at December 31:

	2018	2017
	<i>(In Thousands)</i>	
Investments to be held in perpetuity, the income from which is restricted for research and other purposes of the School	\$ 27,137	\$ 27,137
Investments to be held in perpetuity, the income from which is unrestricted as to use	58,824	56,674
	\$ 85,961	\$ 83,811

Investments to be held in perpetuity are included in pooled investments in the accompanying consolidated statements of financial position.

During 2018 and 2017, net assets were released from restrictions as follows:

	2018	2017
	<i>(In Thousands)</i>	
Capital asset acquisitions	\$ 4,654	\$ 5,763
Other specific-purpose funds (various services)	32,053	28,899
	\$ 36,707	\$ 34,662

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

9. Functional Expenses

The Hospital provides inpatient and outpatient health care and related services, including graduate medical education, to patients throughout the world. Expenses related to its services were as follows:

	Health Care and Related Services	Program Support and General Services	Total
Salaries and wages	\$ 914,501	\$ 136,650	\$ 1,051,151
Employee benefits	239,026	35,717	274,743
Supplies and other	1,025,680	153,262	1,178,942
Insurance	34,400	5,140	39,540
Depreciation	94,586	14,134	108,720
Interest and amortization	29,904	4,468	34,372
Total	\$ 2,338,097	\$ 349,371	\$ 2,687,468

Prior to adoption of ASU 2016-14, expenses related to providing general health care services for the year ended December 31, 2017 were as follows:

	2017
	<i>(In Thousands)</i>
Health care and related services	\$ 2,135,009
Program support and general services	319,024
	\$ 2,454,033

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

10. Related Organizations

Amounts due from (to) the Hospital's related organizations consisted of the following at December 31:

	2018	2017
	<i>(In Thousands)</i>	
The School, net ^(a)	\$ 269,727	\$ 194,726
MSMC Realty Corporation (Realty Corp.) ^(b)	91,872	(2,768)
MSMC Residential Realty LLC (MSMCRRC) ^(c)	(69)	154
The Medical Center	738	795
BIMC ^(d)	59,143	11,047
BIMC Loan ^(d)	105,776	105,776
SLR ^(e)	73,538	12,222
SLR Loan ^(e)	103,518	47,271
NYEEI ^(f)	1,708	1,258
SNCH ^(g)	1,002	–
Other	438	436
Total due from related organizations	707,391	370,917
Less current portion	200,797	137,670
Due from related organizations, less current portion	\$ 506,594	\$ 233,247

^(a) Transactions charged (at cost) by the Hospital to the School totaling approximately \$1.8 billion in 2018 (\$1.7 billion in 2017), include payroll and benefits charges (93%) and various other shared services (7%).

Included in the benefits charges are certain employee health plan claims and premiums, which are paid by the Hospital and, subsequently, charged to the School. Accordingly, the Hospital recognizes the actuarially determined liability (included in accrued salaries and related liabilities) for unreported health claims on behalf of the School. These claims are reported as expenses on the School's financial statements.

Additionally, the Hospital purchases professional services from the School for the clinical care of its patients, teaching and supervision of its residents, the performance of certain administrative functions, and various strategic initiatives. The Hospital paid approximately \$293.1 million and \$252.8 million in 2018 and 2017, respectively, for these services.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

10. Related Organizations (continued)

At December 31, 2018 and 2017, the Hospital was owed approximately \$29.2 million by the School in relation to capital building projects.

- (b) The payable to Realty Corp. primarily relates to property, equipment and office space rental transactions, as well as other administrative transactions. In 2015 all of Realty Corp.'s income collected, net of expenses and reasonable estimates of anticipated liabilities, of approximately \$1.1 million was distributed to the Hospital, in accordance with an agreement among Realty Corp.'s members (included in investment income). In 2018 and 2017, the Hospital transferred approximately \$0.2 million to Realty Corp. No amounts were distributed by Realty Corp. to the Hospital in 2017 or 2018. In 2018 Realty Corp. acquired a building for \$79 million. The purchase was funded by the Hospital and is included in the balance of amounts due from Realty Corp. The Hospital has entered into a lease agreement for the rental of certain property and equipment from Realty Corp. for a term of 30 years. Rental expense in 2018 and 2017, relative to the lease agreement with Realty Corp., was approximately \$1.6 million in 2018 and \$0.8 million in 2017. Future minimum rental commitments under the lease are approximately \$2.5 million in 2019; \$2.5 million in 2020; \$2.3 million in 2021; \$2.1 million in 2022; \$1.6 million in 2023.

Summarized financial information for Realty Corp., in which the Hospital, the School, and the Medical Center are members, at December 31 is as follows:

	2018	2017
	<i>(In Thousands)</i>	
Total assets	\$ 97,627	\$ 25,856
Total liabilities	92,629	(20,858)
Net assets	\$ 4,998	\$ 4,998

- (c) During 2003, as part of a financing transaction with the School and Realty Corp., the Hospital contributed to MSMCRRC, at net book value, property totaling approximately \$17.4 million. MSMCRRC was incorporated in 2003 under the New York State Not-for-Profit Corporation Law for the sole purpose of supporting its member corporations by managing, maintaining, holding, developing, acquiring, or disposing of real property for their benefit. MSMCRRC's members are the Hospital, the School, Realty Corp., and MSMC Residential Realty Manager, Inc.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

10. Related Organizations (continued)

Property and equipment contributed by the Hospital, the School, and Realty Corp. were utilized by MSMCRRC to secure \$125.0 million in financing from a bank, which was subsequently increased to \$145.0 million as a part of a refinancing during 2006. MSMCRRC paid approximately \$51.3 million in cash to the Hospital. The total amount received by the Hospital was based on the relative fair value of the property contributed, as compared to properties contributed by the School and Realty Corp. that were part of the \$125.0 million financing. The amount received in excess of the net book value of the property and equipment transferred (approximately \$33.9 million) was recorded as a deferred gain on transfer of real estate. A gain will only be recognized in the consolidated statements of operations upon the sale of the property and equipment transferred to MSMCRRC to an entity that is not related to the Hospital by common ownership or control.

During 2017, MSMCRRC distributed approximately \$0.2 million to the Hospital which was subsequently distributed to the School. No amounts were distributed by MSMCRRC to the Hospital in 2018.

Summarized financial information for MSMCRRC at December 31 is as follows:

	2018	2017
	<i>(In Thousands)</i>	
Total assets	\$ 109,836	\$ 111,827
Total liabilities	145,552	(148,685)
Net deficit	\$ (35,716)	\$ (36,858)

- ^(d) Transactions charged (at cost) by the Hospital to BIMC, totaling approximately \$22.9 million in 2018 (\$22.6 million in 2017), include payroll and benefits charges (0%) and various other shared services (100%). Included in the benefits charges are certain employee health plan claims and premiums, which are paid by the Hospital and, subsequently, charged to BIMC. In addition, included in amounts due from BIMC are funds related to VAP (see Note 2).

The Hospital used part of the Series 2017 Bond issuance to payoff BIMC long term debt and setup a corresponding loan receivable of \$105.8 million from BIMC which is included in the amount due from BIMC. The loan bears interest at 4%.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

10. Related Organizations (continued)

- (e) Transactions charged (at cost) by the Hospital to SLR, totaling approximately \$78.3 million in 2018 (\$68.3 million in 2017), include payroll and benefits charges (58%) and various other shared services (42%). Included in the benefits charges are certain employee health plan claims and premiums, which are paid by the Hospital and, subsequently, charged to SLR. The Hospital entered into a promissory note agreement with SLR for up to \$200 million to fund various capital projects, with monthly interest-only payments until July 1, 2030. The loan balance of \$103.5 million and \$47.3 million in 2018 and 2017 respectively, is included in the amount due from SLR. The loan bears interest at 4%.
- (f) Transactions charged (at cost) by the Hospital to NYEEL, totaling approximately \$8.8 million in 2018 (\$6.5 million in 2017), include payroll and benefits charges (61%) and various other shared services (39%). Included in the benefits charges are certain employee health plan claims and premiums, which are paid by the Hospital and, subsequently, charged to NYEEL.

During 2010, 8 East 102nd Street LLC was formed under the New York State Limited Liability Company Law for the sole purpose of supporting its member corporation by managing, maintaining, holding, developing, acquiring, or disposing of real property for its benefit. The School, the Medical Center, and the Hospital are the members of 8 East 102nd Street Manager LLC (the Manager), which is the sole member of 8 East 102nd Street LLC. The Hospital guarantees a letter of credit which supports bonds issued by 8 East 102nd Street LLC; the debt had an outstanding balance of approximately \$143.7 million at December 31, 2018 and 2017.

On November 1, 2013, the members of the Manager, together with certain other persons, amended and restated the operating agreement of the Manager and elected for the Manager to be taxed as a real estate investment trust (the REIT) for U.S. Federal income tax purposes, effective January 1, 2014. As a result, the members own 99% of the partnership units of the REIT; 125 investors each purchased preferred shares of the Manager for \$1,000 each. In connection with the sale of tax credits associated with certain low income residential units in the 8 East 102nd Street property, the Hospital has guaranteed, under certain circumstances, scheduled tax credits and expected tax losses to be allocated to an investor in the low-income units.

The School, the Hospital, and the Medical Center, as members of the Manager, have agreed to distribute the net activities of the Manager (which, as the sole member of 8 East 102nd Street LLC, reflects the net activities of 8 East 102nd Street LLC) solely to the School.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

10. Related Organizations (continued)

This agreement includes equity in income or loss of the Manager, as well as cash distributions. Accordingly, the Hospital transferred equity in income of related party of approximately \$2,000 and \$474,000 to the School in 2018 and 2017, respectively. The Manager distributed approximately \$5.3 million and \$6.4 million in 2018 and 2017, respectively, to the School derived from its net activities.

Summarized financial information for 8 East 102nd Street Manager LLC at December 31, 2018 and 2017, is as follows:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Total assets	\$ 103,292	\$ 109,181
Total liabilities	<u>(142,052)</u>	<u>(141,740)</u>
Members' deficit (including non-controlling interest of \$1,887 in 2018 and \$2,794 in 2017)	<u>\$ (38,760)</u>	<u>\$ (32,559)</u>

Transfers to Affiliates

Transfers to affiliates consists of \$46.3 million in 2018 (\$32.9 million in 2017) for the Hospital's funding of the School's community practice plan deficits, \$4.7 million in 2018 (\$20.2 million in 2017) to BIMC for Medicaid enhanced rates (see Note 2), \$25.0 million in 2018 and 2017 to SLR for EPIC funding, and \$20.0 million in 2018 for the Hospital's funding of capital projects at SNCH (see Note 1). Transfers to affiliates included \$48.5 million in 2017 from the Hospital's proceeds from the sale of the clinical outreach laboratory business to the School to satisfy certain intercompany amounts in support of strategic initiatives.

11. Commitments and Contingencies

Litigation

The Hospital is a defendant in various legal actions arising out of the normal course of its operations, the final outcome of which cannot presently be determined. Hospital management is of the opinion that the ultimate liability, if any, with respect to all of these matters will not have a material adverse effect on the Hospital's consolidated financial position.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

11. Commitments and Contingencies (continued)

Collective Bargaining Agreements

Approximately 63% of the Hospital's employees are union employees who are covered under the terms of various collective bargaining agreements. The Hospital's contract with 1199SEIU expires on September 30, 2021. The Hospital's contract with NYSNA expired on December 31, 2018 and negotiations are ongoing.

Other

The Hospital is self-insured, based on individual employees' elections, for medical, dental, and pharmaceutical benefits. The Hospital also is self-insured for unemployment benefits. Liabilities have been accrued at December 31, 2018 and 2017, based on expected future payments pertaining to such years (included in accrued salaries and related liabilities).

12. Fair Values of Financial Instruments

For assets and liabilities requiring fair value measurement, the Hospital measures fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Hospital follows a fair value hierarchy based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels are defined as follows:

Level 1 – Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2 – Observable inputs that are based on inputs not quoted in active markets, but corroborated by market data.

Level 3 – Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

12. Fair Values of Financial Instruments (continued)

In determining fair value, the Hospital uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, as well as considers nonperformance risk in its assessment of fair value. Investments valued based upon net asset value (NAV) are not subject to the valuation hierarchy.

Financial assets carried at fair value by the Hospital as of December 31, 2018 and 2017, are classified in the tables below in one of the three categories described above:

	December 31, 2018			
	Level 1	Level 2	Level 3	Total
	<i>(In Thousands)</i>			
Cash and cash equivalents	\$ 144,150	\$ —	\$ —	\$ 144,150
U.S. government obligations	—	334,177	—	334,177
Corporate bonds	—	136,186	—	136,186
	<u>\$ 144,150</u>	<u>\$ 470,363</u>	<u>\$ —</u>	<u>614,513</u>
Investments measured at NAV as a practical expedient:				
Pooled investments				900,539
				<u>\$ 1,515,052</u>

	December 31, 2017			
	Level 1	Level 2	Level 3	Total
	<i>(In Thousands)</i>			
Cash and cash equivalents	\$ 708,453	\$ —	\$ —	\$ 708,453
U.S. government obligations	—	211,766	—	211,766
Corporate bonds	—	66,675	—	66,675
	<u>\$ 708,453</u>	<u>\$ 278,441</u>	<u>\$ —</u>	<u>986,894</u>
Investments measured at NAV as a practical expedient:				
Pooled investments				866,373
				<u>\$ 1,853,267</u>

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

12. Fair Values of Financial Instruments (continued)

The table does not include other investments that are not carried at fair value (approximately \$229.7 million and \$218.6 million at December 31, 2018 and 2017, respectively).

The following is a summary of total investments (by major category) in the investment pool with restrictions to redeem the investments at the measurement date, any unfunded capital commitments, and investment strategies of the investees as of December 31, 2018:

Description of Investment	Carrying Value	Unfunded Commitments	Redemption Frequency	Notice Period	Funds Availability
<i>(In Thousands)</i>					
Hedge funds:					
Long-only equity	\$ 213,772	\$ —	Monthly/5 years	30 to 90 days	3 to 30 days
Hedged equity	324,872	—	Monthly/rolling 3 years	30 to 90 days	30 to 45 days
Long/short credit	35,809	—	Quarterly	90 days	30 days
Open mandate	283,157	—	Quarterly/Annually	60 to 90 days	30 days
Macro	122,529	—	Quarterly/Semi-annually	45 to 90 days	30 days
Private investments:					
Equity	75,217	89,029	N/A	N/A	N/A
Credit/distressed	93,815	21,974	Monthly	30 days and N/A	180 days and N/A
Real assets	224,672	71,900	N/A	N/A	N/A
	<u>\$ 1,373,843</u>	<u>\$ 182,903</u>			

13. Other Revenue

Other revenue includes operating revenues that are not directly related to the Hospital's patient services. Included in other revenue on the accompanying consolidated statements of operations are revenues derived from parking, cafeteria, DSRIP, VAP, and the pharmacy 340B program.

The Mount Sinai Hospital

Notes to Consolidated Financial Statements (continued)

14. Liquidity and Available Resources

Financial assets available for general expenditure within one year of the consolidated statement of financial position date, consist of the following:

Cash and cash equivalents	\$ 110,221
Short-term investments	430,484
Patient accounts receivable, net	370,347
Pooled investments, net of donor-restricted assets	706,123
Assets limited to use	19,487
	<u>\$ 1,636,662</u>

The Hospital has certain internally designated and donor-restricted assets limited as to use which are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the amounts above. The Hospital has other assets limited as to use for donor-restricted purposes, debt service and for funded depreciation. Additionally, certain other assets are designated for future capital expenditures and the DSRIP program. These assets limited as to use, which are more fully described in Note 3 are not available for general expenditure within the next year and are not reflected in the amounts above. However, the board-designated amounts could be made available, if necessary.

As of December 31, 2018, the Hospital was in compliance with bond covenants; see Note 5.

15. Subsequent Events

For purposes of the accompanying consolidated financial statements, the Hospital has considered for accounting and disclosure events that occurred through March 29, 2019, the date the consolidated financial statements were issued. There were no subsequent events or transactions that either resulted in recognition in the accompanying consolidated financial statements or required additional disclosure.

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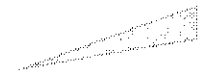
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CONSOLIDATED FINANCIAL STATEMENTS

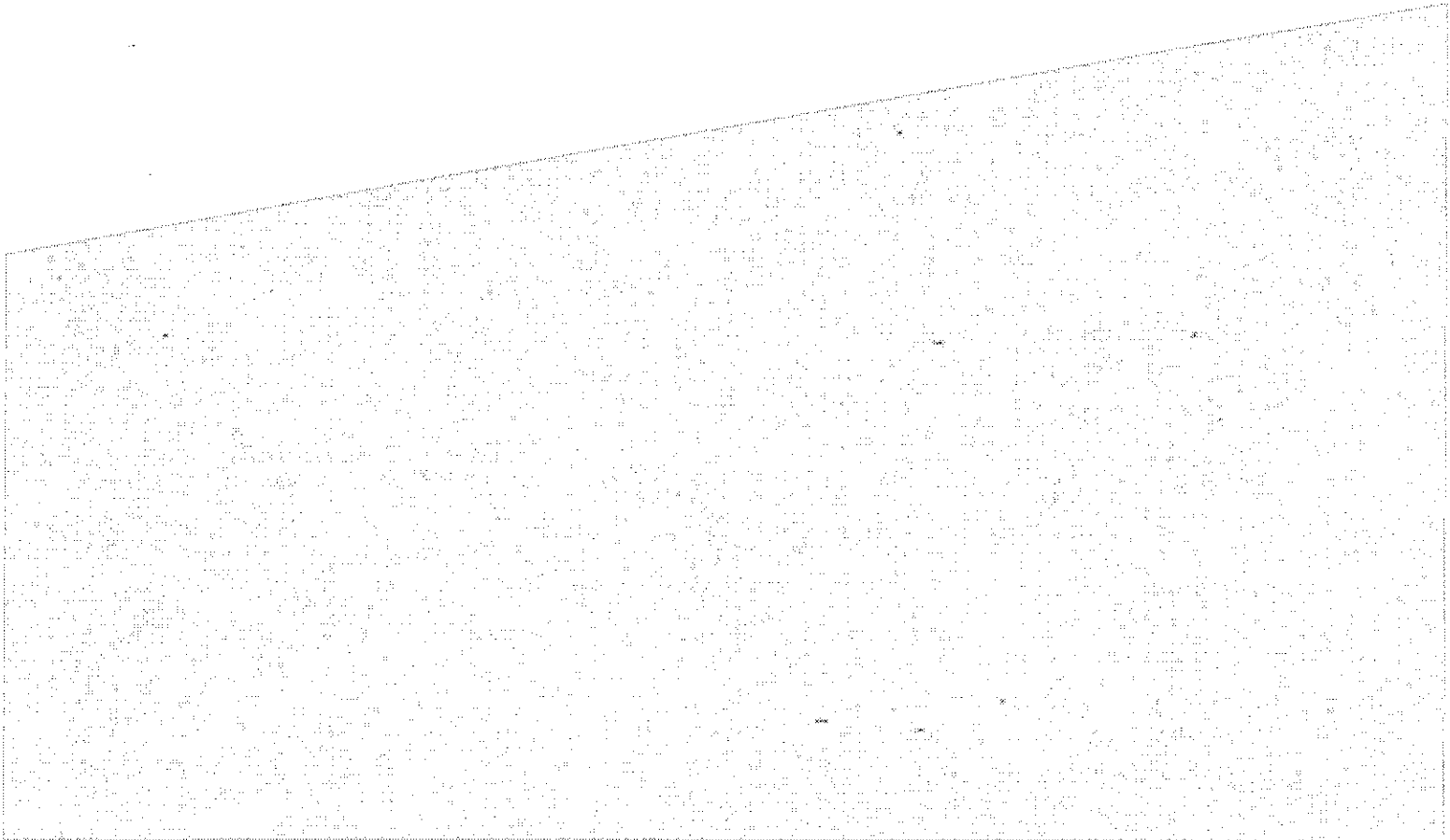
Beth Israel Medical Center and Affiliates
Years Ended December 31, 2018 and 2017
With Report of Independent Auditors

Ernst & Young LLP



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working world**



Beth Israel Medical Center and Affiliates

Consolidated Financial Statements

Years Ended December 31, 2018 and 2017

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Report of Independent Auditors

The Board of Trustees
Mount Sinai Health System, Inc.

We have audited the accompanying consolidated financial statements of Beth Israel Medical Center and Affiliates, which comprise the consolidated statements of financial position as of December 31, 2018 and 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Beth Israel Medical Center and Affiliates at December 31, 2018 and 2017, and the consolidated results of their operations, changes in their net assets, and their cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Adoption of ASU No. 2014-09, Revenue from Contracts with Customers and ASU No. 2016-14, Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities

As discussed in Note 1 to the consolidated financial statements, Beth Israel Medical Center and Affiliates changed their method of revenue recognition as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers*, effective January 1, 2018, and adopted the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2016-14, *Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*, effective December 31, 2018. Our opinion is not modified with respect to these matters.

Ernst + Young LLP

March 29, 2019

Beth Israel Medical Center and Affiliates

Consolidated Statements of Financial Position

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Assets		
Current assets:		
Cash and cash equivalents	\$ 64,977	\$ 98,164
Short-term investments	24,074	23,579
Total cash and cash equivalents and short-term investments	<u>89,051</u>	<u>121,743</u>
Patient accounts receivable, net	72,134	76,206
Professional liabilities insurance recoveries receivable, current portion	41,513	68,044
Inventories	12,564	14,463
Other current assets	11,009	21,874
Total current assets	<u>226,271</u>	<u>302,330</u>
Pooled investments	22,163	23,556
Other investments	194,693	186,846
Assets limited as to use	25,475	27,392
Beneficial interest in self-insurance trust	11,123	—
Other assets	15,746	16,806
Professional liabilities insurance recoveries receivable, less current portion	189,113	385,584
Property, plant, and equipment, net	351,471	344,330
Total assets	<u>\$ 1,036,055</u>	<u>\$ 1,286,844</u>
Liabilities and net assets		
Current liabilities:		
Accounts payable and accrued expenses	\$ 89,646	\$ 99,850
Accrued salaries and related liabilities	44,563	41,999
Accrued construction and capital asset liabilities	5,535	1,881
Due to related organizations, current portion	17,316	15,122
Capital lease obligations, current portion	717	683
Professional liabilities, current portion	41,513	68,044
Other current liabilities	54,482	85,261
Total current liabilities	<u>253,772</u>	<u>312,840</u>
Due to related organizations, less current portion	130,776	105,776
Capital lease obligations, less current portion	2,250	2,967
Professional liabilities, less current portion	189,113	385,584
Estimated self-insurance liability	11,123	—
Other liabilities	169,783	156,821
Total liabilities	<u>756,817</u>	<u>963,988</u>
Commitments and contingencies		
Net assets:		
Net assets without donor restrictions	245,263	286,277
Net assets with donor restrictions	33,975	36,579
Total net assets	<u>279,238</u>	<u>322,856</u>
Total liabilities and net assets	<u>\$ 1,036,055</u>	<u>\$ 1,286,844</u>

See accompanying notes.

Beth Israel Medical Center and Affiliates

Consolidated Statements of Operations

	Year Ended December 31	
	2018	2017
	<i>(In Thousands)</i>	
Operating revenue		
Net patient service revenue	\$ 831,088	\$ 886,778
Provision for bad debts	—	(11,614)
Net patient service revenue, less provision for bad debts	<u>831,088</u>	<u>875,164</u>
Investment income and net realized gains and losses on sales of securities	3,666	2,920
Other revenue	68,145	70,086
Net assets released from restrictions	1,969	1,792
Total operating revenue before other items	<u>904,868</u>	<u>949,962</u>
Operating expenses		
Salaries and wages	383,133	393,256
Employee benefits	141,039	154,864
Supplies and other	418,114	456,923
Depreciation	63,860	65,300
Interest and amortization	3,309	3,803
Total operating expenses before other items	<u>1,009,455</u>	<u>1,074,146</u>
Deficiency of operating revenue over operating expenses before other items	(104,587)	(124,184)
Other items		
Net change in unrealized gains and losses on investments and change in value of alternative investments	(2,091)	1,619
Net change in participation in captive insurance program	56,864	49,604
Gain on sale of building	1,254	84,659
Gain on sale of clinical outreach laboratory business	2,823	63,667
Loss on extinguishment of debt	—	(2,133)
(Deficiency) excess of revenue over expenses	<u>(45,737)</u>	<u>73,232</u>
Other changes in net assets without donor restrictions		
Transfer from The Mount Sinai Hospital	4,723	20,204
Change in fair value of interest rate swap	—	1,512
Total other changes in net assets without donor restrictions	<u>4,723</u>	<u>21,716</u>
Net (decrease) increase in assets without donor restrictions	<u>\$ (41,014)</u>	<u>\$ 94,948</u>

See accompanying notes.

Beth Israel Medical Center and Affiliates

Consolidated Statements of Changes in Net Assets

	Net Assets with Donor Restrictions				
	Net Assets Without Donor Restrictions	Purpose and Time Restrictions	Permanent Endowment	Total Net Assets With Donor Restrictions	Total Net Assets
Net assets at beginning of year January 1, 2017	\$ 191,329	\$ 14,661	\$ 23,926	\$ 38,587	\$ 229,916
Net increase in net assets	94,948	—	—	—	94,948
Donor restricted contributions, net	—	277	289	566	566
Uncollectible pledges	—	(782)	—	(782)	(782)
Net assets released from restrictions	—	(1,792)	—	(1,792)	(1,792)
Total change in net assets (deficit)	94,948	(2,297)	289	(2,008)	92,940
Net assets at end of year December 31, 2017	286,277	12,364	24,215	36,579	322,856
Net decrease in net assets	(41,014)	—	—	—	(41,014)
Donor restricted contributions, net	—	422	91	513	513
Uncollectible pledges	—	(1,148)	—	(1,148)	(1,148)
Net assets released from restrictions	—	(1,969)	—	(1,969)	(1,969)
Total change in net assets	(41,014)	(2,695)	91	(2,604)	(43,618)
Net assets at end of year December 31, 2018	\$ 245,263	\$ 9,669	\$ 24,306	\$ 33,975	\$ 279,238

See accompanying notes.

Beth Israel Medical Center and Affiliates
Consolidated Statements of Cash Flows

	Year Ended December 31	
	2018	2017
	<i>(In Thousands)</i>	
Operating activities		
Change in net assets	\$ (43,618)	\$ 92,940
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	63,860	65,300
Amortization of deferred financing fees	-	422
Transfer from The Mount Sinai Hospital	(4,723)	(20,204)
Change in fair value of interest rate swap	-	(1,512)
Provision for bad debts	-	11,614
Net donor restricted contributions	(513)	(566)
Uncollectible pledges	1,148	782
Net realized and change in net unrealized gains and losses on investments	(763)	(2,612)
Equity gain from investments in captive insurance companies	(56,864)	(49,604)
Gain on sale of building	(1,254)	(84,659)
Gain on sale of clinical outreach laboratory business	(2,823)	(63,667)
Loss on extinguishment of debt	-	2,133
Increase (decrease) in cash resulting from a change in:		
Patient accounts receivable, net	4,072	15,956
Accounts payable and accrued expenses	(10,204)	(3,646)
Other current liabilities	(30,779)	52,525
Net effect of increases and decreases in other operating assets and liabilities	86,930	(50,881)
Net cash provided by (used in) operating activities	<u>4,469</u>	<u>(35,679)</u>
Investing activities		
Acquisitions of property, plant, and equipment, net	(72,131)	(56,376)
Proceeds from sale of building and clinical outreach laboratory business	5,847	148,326
Decrease in assets limited as to use, net	1,917	5,126
Funding of self-insurance trust	(3,000)	-
(Increase) decrease in investments, net	(888)	202
Net cash (used in) provided by investing activities	<u>(68,255)</u>	<u>97,278</u>
Financing activities		
Proceeds from intercompany loan	-	105,776
Principal payments of capitalized leases and long term debt	(683)	(117,438)
Interest rate swap termination payment	-	(643)
Transfer from The Mount Sinai Hospital	4,723	20,204
Proceeds from (payments to) related parties, net	27,194	(29,420)
Net donor restricted contributions	(635)	(216)
Net cash provided by financing activities	<u>30,599</u>	<u>(21,737)</u>
Net (decrease) increase in cash and cash equivalents	(33,187)	39,862
Cash and cash equivalents at beginning of year	98,164	58,302
Cash and cash equivalents at end of year	<u>\$ 64,977</u>	<u>\$ 98,164</u>

See accompanying notes.

Beth Israel Medical Center and Affiliates
Notes to Consolidated Financial Statements

December 31, 2018

1. Organization and Summary of Significant Accounting Policies

Organization

Beth Israel Medical Center, d/b/a Mount Sinai Beth Israel and Mount Sinai Brooklyn (collectively, BIMC) is a not-for-profit health care provider with various facilities located in New York City. BIMC is a tertiary care teaching hospital with two campuses located in Manhattan and Brooklyn. In addition, BIMC includes several ambulatory care locations throughout the metropolitan area. BIMC is the sole member of or controls the following entities: Mount Sinai Ambulatory Ventures, Inc.; BICCC West, LLC; East 17th Street Properties, Inc.; B.I.M.C. Holding Corporation; and Beth Israel Medical Center Foundation, Inc. Additionally, BIMC owns or controls various other entities whose operations were effectively dormant for the years ended December 31, 2018 and 2017.

Prior to September 30, 2013, Continuum Health Partners, Inc. (CHP) was the sole corporate member of BIMC, The St. Luke's-Roosevelt Hospital Center (SLR), and The New York Eye and Ear Infirmary (NYEEI).

On September 30, 2013, BIMC, SLR, and NYEEI (together, the CHP Entities) consummated a transaction pursuant to which the CHP Entities and The Mount Sinai Hospital (MSH), the Icahn School of Medicine at Mount Sinai (ISMMS), and The Mount Sinai Medical Center, Inc. (MSMC) came together to create the Mount Sinai Health System (MSHS), an integrated health care system and academic medical center (the Transaction). Pursuant to the Transaction, two new not-for-profit entities were formed: Mount Sinai Health System, Inc. (MSHS) and Mount Sinai Hospitals Group, Inc. (MSHG). MSHG was formed to be the sole member of MSH, BIMC, SLR and NYEEI. MSHS was formed to be the sole member of MSHG, ISMMS and MSMC.

In February 2018, MSHG and South Nassau Communities Hospital (SNCH) executed a definitive agreement pursuant to which MSHG would become the sole corporate member of SNCH and its "active parent" under New York Law. The transaction became effective in October 2018. Pursuant to the agreement, MSHG agreed to contribute \$120.0 million over a five year period to be used in support of certain capital projects. As of December 31, 2018, \$20 million had been contributed to SNCH by MSH.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Liquidity and Operating Results

As of December 31, 2018, BIMC has consolidated cash and cash equivalents, short-term investments, assets limited as to use, pooled investments and other investments (exclusive of BIMC's \$192.2 million interest in the insurance program described in Note 6) of approximately \$139.2 million and assets without donor restrictions of approximately \$245.3 million. The deficiency of operating revenue over operating expenses before other items for the year ended December 31, 2018, was approximately \$104.6 million and net cash provided by operations for the year ended December 31, 2018, was approximately \$4.5 million. BIMC experienced significant operating losses due to reduced patient volume in 2017 and 2018 attributable to several factors generally impacting the health care industry and factors specific to BIMC. In December 2017, BIMC paid off all of its outstanding long-term debt obligations, excluding capitalized leases, with funds provided from proceeds of the MSH Series 2017 taxable bond issuance. Concurrently, BIMC entered into an intercompany loan agreement with MSH in the amount of \$105.8 million, included in due to related organizations, less current portion in the accompanying consolidated statement of financial position.

Management continues to focus on programs to improve operating results in 2019, including the continued transformation of BIMC. MSHS management continues to implement a financial stabilization plan aimed at reducing costs, monetizing certain assets, and evaluating opportunities for synergies within MSHS, including among clinical programs. The stabilization plan also includes additional financial support from state and federal sources available to health care providers, such as New York State Department of Health (NYSDOH) Vital Access Provider (VAP) program funding and other grants. It is management's expectation that the successful culmination of certain of the above-mentioned initiatives will result in improved liquidity and operating results. However, there is no certainty that such improvements will be realized.

Management believes that BIMC's cash and investments, along with initiatives designed to stabilize financial results, the continued monetization of certain assets, and the pay-off of all long-term debt obligations, will allow BIMC to continue its operations and satisfy its liabilities in the normal course of business through at least one year beyond the date of issuance of the accompanying consolidated financial statements.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Financial assets available for general expenditure within one year of the consolidated statement of financial position date, consist of the following:

Cash and cash equivalents	\$ 64,977
Short-term investments	24,074
Patient accounts receivable, net	72,134
	<u>\$ 161,185</u>

BIMC has certain short-term investments with no liquidity restrictions that are available for general expenditure within one year in the normal course of operations. Accordingly, these assets have been included in the qualitative information above. BIMC has pooled investments and other assets limited as to use for donor-restricted purposes and for funded depreciation. These assets, which are more fully described in Note 3 are not available for general expenditure within the next year and are not reflected in the amounts above.

Principles of Consolidation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting and include the accounts of BIMC and its owned or controlled affiliates. All significant intercompany accounts and transactions have been eliminated in consolidation.

Transactions among BIMC and related organizations relate principally to the sharing of certain services, facilities, equipment, and personnel and are accounted for on the basis of allocated cost, as agreed among the parties. During 2017, BIMC paid off its long-term debt obligations, through an intercompany loan with MSH. Amounts due to MSH under the intercompany loan bear interest. The remainder of amounts due from or to related organizations do not bear interest. The nature of BIMC's transactions with various related organizations is described more fully in Notes 5 and 10.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Cash and Cash Equivalents

BIMC considers highly liquid financial instruments purchased with a maturity of three months or less to be cash equivalents. Cash and cash equivalents are also held in short-term investments, pooled investments, assets limited as to use and other investments. Substantially all of BIMC's cash and cash equivalents are deposited with two financial institutions at December 31, 2018 and 2017. Included in cash and cash equivalents are amounts in excess of Federal depository insurance limits. Management does not believe the credit risk related to those deposits to be significant. BIMC does not hold any money market funds with significant liquidity restrictions that would be required to be excluded from cash equivalents.

Patient Accounts Receivable

Patient accounts receivable and net patient service revenue result from the health care services provided by BIMC and is reported at the amount that reflects the consideration to which BIMC expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration in determination of transaction price.

Investments

A substantial portion of BIMC's investments are pooled for management purposes with those held by related entities. MSMC has custody of investments held in the investment pool and records all of the pooled investments in its financial statements, with a corresponding liability due to each of the participants in the investment pool for their respective share of the pooled investments; the pool participants report their respective share of the investment pool as "pooled investments." Pooled investments represent assets with donor restrictions that are perpetual in nature and represent BIMC's endowment assets. Investment earnings on the pooled investments are recorded by the pool participants, based on their pro rata share of the pool's investment returns.

Investments, both pooled and non-pooled, consist of cash and cash equivalents, U.S. government and corporate bonds, money market funds, equity securities, and interests in alternative investments. Debt securities and equity securities with readily determinable values are carried at fair value based on independent published sources (quoted market prices).

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Alternative investments (nontraditional, not readily marketable securities), held in the investment pool, may consist of equity, debt, and derivatives both within and outside the U.S. in multi-strategy hedge funds, event-driven strategies, global investment mandates, distressed securities, and private funds. Alternative investment interests generally are structured such that the investment pool holds a limited partnership interest or an interest in an investment management company. The investment pool's ownership structure does not provide for control over the related investees and the investment pool's financial risk is limited to the carrying amount reported for each investee, in addition to any unfunded capital commitment. Future funding commitments by members of the investment pool for alternative investments aggregated approximately \$182.9 million at December 31, 2018.

Individual investment holdings within the alternative investments include nonmarketable and market-traded debt and equity securities and interests in other alternative investments. BIMC may be exposed indirectly to securities lending, short sales of securities and trading in futures and forward contracts, options, and other derivative products. Alternative investments often have liquidity restrictions under which the pooled investment capital may be divested only at specified times. Liquidity restrictions may apply to all or portions of a particular invested amount.

Alternative investments in the pool are stated at fair value based upon net asset values as a practical expedient. Financial information used to evaluate alternative investments is provided by the respective investment manager or general partner and includes fair value valuations (quoted market prices and values determined through other means) of underlying securities and other financial instruments held by the investee, and estimates that require varying degrees of judgment. The financial statements of the investee companies are audited annually by independent auditors, although the timing for reporting the results of such audits may not coincide with BIMC's annual financial statement reporting.

There is uncertainty in determining values of alternative investments arising from factors such as lack of active markets (primary and secondary), lack of transparency into underlying holdings, and time lags associated with reporting by the investee companies. As a result, the estimated fair values might differ from the values that would have been used had a ready market for the alternative investment interests existed and there is at least a reasonable possibility that estimates will change.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Investment Income

Investment income from the investment pool is allocated to investment pool participants using the market-value unit method. The annual spending rate for pooled funds is approved by the Board of Trustees annually (see Note 3). Realized gains and losses from the sale of securities are computed using the average cost method.

In the absence of donor restrictions, investment income, realized gains and losses, the change in net unrealized gains and losses on investments and change in value of alternative investments, is reflected in the accompanying consolidated statements of operations within the (deficiency) excess of revenue over expenses.

Inventories

BIMC values its inventories, principally drugs and medical supplies, at the lower of cost or net realizable value.

Assets Limited as to Use

Assets limited as to use primarily includes funds held for specific purposes, primarily related to the funded depreciation account held in accordance with New York State regulations (see Note 3).

Other Assets

BIMC has invested in various health care entities, certain of which are accounted for using the equity method. These amounts are classified as other assets in the accompanying consolidated statements of financial position. In addition, included in other current assets are receivables related to third-party rate accounts of approximately \$2.3 million and \$3.5 million at December 31, 2018 and 2017, respectively.

Property, Plant, and Equipment

Property, plant, and equipment is carried at cost and those assets acquired by gifts and bequests are carried at appraised or fair value established at the date of contribution. Depreciation expense is computed utilizing the straight-line method over the estimated useful lives of the assets which range from 3 to 40 years. In accordance with BIMC's policy, one-half year's depreciation is recorded in the year of asset acquisition, and in the final year of the asset's useful life.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Equipment under capital leases is recorded at the present value of the minimum lease payments at the inception of the leases and is amortized on the straight-line method over the shorter of the lease term or the estimated useful life of the equipment. The amortization of assets recorded under capital leases is included in depreciation expense in the accompanying consolidated statements of operations. When assets are retired or otherwise disposed of, the cost and the related depreciation are reversed from the accounts, and any gain or loss is reflected in the (deficiency) excess of revenue over expenses. Repairs and maintenance expenditures are expensed as incurred.

Impairment of Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If such assets are deemed to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

Conditional Asset Retirement Obligations

Asset retirement obligations, reported in other liabilities, are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Subsequent to initial recognition, BIMC records changes in the liability resulting from the passage of time and revisions to either the timing or the amount of the original estimate of undiscounted cash flows. BIMC reduces its liabilities when the related obligations are settled. As of December 31, 2018 and 2017, approximately \$8.8 million and \$8.3 million, respectively, of conditional asset retirement obligations are included within other liabilities in the accompanying consolidated statements of financial position.

Other Liabilities

Other liabilities in the accompanying consolidated statements of financial position consist primarily of the long-term portion of estimated payables to third-party payors, deferred revenue and liabilities related to the insurance program (refer to Note 6).

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Net Assets Without Donor Restrictions

Net assets that are not subject to donor-imposed restrictions may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of BIMC's management and the Board of Trustees.

Net Assets With Donor Restrictions

Net assets with donor restrictions are those whose use by BIMC has been limited by donors to a specific time period or purpose. Some donor restrictions are temporary in nature; those restrictions will be met by actions of BIMC or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of operations and changes in net assets.

Contributions

Contributions, including unconditional promises to give cash and other assets (pledges), are reported at fair value on the date received. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected in net assets with donor restrictions and net assets released from restrictions in the accompanying consolidated financial statements.

Performance Indicator

The consolidated statements of operations include the (deficiency) excess of revenue over expenses as the performance indicator. Changes in net assets without donor restrictions, which are excluded from the (deficiency) excess of revenue over expenses, include the transfer from MSH and change in fair value of the interest rate swap (for the year ended December 31, 2017).

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

BIMC differentiates its operating activities through the use of the deficiency of operating revenue over operating expenses before other items as an intermediate measure of operations. For the purposes of display, items which management does not consider components of BIMC's central operating activities are excluded from this measure and reported as other items in the accompanying consolidated statements of operations.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. The most significant estimates relate to patient accounts receivable, amounts due from and to third party payors, the net carrying value of BIMC's interest in the captive insurance program, and estimated professional liabilities and related insurance recoveries receivable. Actual results may differ from those estimates.

Tax Status

BIMC and its consolidated affiliate organizations are tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code. They are also exempt from New York State and New York City income taxes. Accordingly, no provision for income taxes related to these entities has been made. BIMC files unrelated business tax returns annually and submits taxes as determined. Such amounts are not significant to the consolidated financial statements.

The Tax Cuts and Jobs Act (TCJA) was enacted on December 22, 2017. For tax-exempt entities, TCJA requires organizations to categorize certain fringe benefit expenses as a source of unrelated business income subject to tax, pay an excise tax on compensation above certain thresholds, and record income or losses for tax determination purposes from unrelated business activities on an activity-by-activity basis, among other provisions. Regulations necessary to implement certain aspects of TCJA are expected to be promulgated by the Internal Revenue Service (IRS) in 2019. The effects of income taxes are not material to the accompanying consolidated financial statements.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Reclassifications

Certain reclassifications have been made to the 2017 consolidated financial statements and disclosures to conform to the 2018 presentation.

Sale of Clinical Outreach Laboratory Business

During 2017, BIMC sold certain assets of its non-hospital clinical outreach laboratory to a commercial laboratory in a transaction that also included certain assets of the non-hospital clinical outreach laboratories of MSH and SLR. The gain recorded on the sale for BIMC is \$2.8 million and \$63.7 million in 2018 and 2017, respectively.

Recently Adopted Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. (ASU) 2014-09, *Revenue from Contracts with Customers*. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance in ASU 2014-09 supersedes the FASB's current revenue recognition requirements and most industry-specific guidance. The provisions of ASU 2014-09 are effective for BIMC for annual reporting periods beginning after December 15, 2018. However, BIMC has elected to early adopt ASU 2014-09 effective January 1, 2018 for consistent financial reporting with the Mount Sinai Health System.

BIMC adopted ASU 2014-09 following the modified retrospective method of application. As a result, at the adoption of ASU 2014-09, the majority of what was previously classified as the provision for bad debts (representing approximately \$15.1 million for the year ended December 31, 2018) is now reflected as an implicit price concession (as defined in ASU 2014-09) and therefore is included as a reduction to net patient service revenue in the accompanying consolidated statement of operations. For changes in credit issues not assessed at the date of service, BIMC will prospectively recognize those amounts as bad debt expense. Bad debt expense is now included as a component of supplies and other expenses in the accompanying consolidated statement of operations. For periods prior to the adoption of ASU 2014-09, the provision for bad debts had been presented consistent with the previous revenue recognition standards that required it to be presented as a separate component of net patient service revenue. Other aspects of BIMC's

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Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

adoption of ASU 2014-09 impacting net patient service revenue, which include judgments regarding collection analyses and estimates of variable consideration and the addition of certain qualitative and quantitative disclosures are reflected in Note 2 to the consolidated financial statements. The adoption of ASU 2014-09 in relation to other applicable revenue activity did not have a material impact on the accompanying consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities*. ASU 2016-01 requires entities to classify gains and losses from certain equity investments within its performance indicator. As BIMC accounts for its equity investments as trading securities, this change does not have an impact on the recognition of income related to BIMC's equity investments. ASU 2016-01 contains an additional provision that eliminates the requirement to disclose the fair value of financial instruments measured at amortized cost for the Hospital. The amendments of this ASU are applicable for fiscal years beginning after December 31, 2018, however, early adoption is permitted for the provision relating to the elimination of the requirement to disclose the fair value of financial instruments measured at amortized cost. As such, BIMC has elected to early adopt this provision and will no longer disclose the fair value of debt within its financial statements.

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*. ASU 2016-14 changes how not-for-profit entities report net asset classes, expenses, and liquidity in the financial statements. The guidance is effective for fiscal years beginning after December 15, 2017. BIMC adopted ASU 2016-14, effective December 31, 2018. The adoption resulted in the presentation of two classes of net assets, without donor restrictions and with donor restrictions, which were previously presented as unrestricted, temporarily and permanently restricted net assets. Not-for-profits are also required to report all expenses by both functional and natural classification in one location. Additionally, ASU 2016-14 requires additional disclosures around liquidity, which have been included in Note 1. The effects of the adoption of ASU 2016-14 were applied retrospectively except for disclosure of expenses by both natural and functional classification and the disclosures about liquidity and availability of resources as permitted by ASU 2016-14. The adoption of ASU 2016-14 had no impact on the total net assets previously reported by BIMC as of December 31, 2017.

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Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Other Recent Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, *Leases*. ASU 2016-02 requires the rights and obligations arising from the lease contracts, including existing and new arrangements, to be recognized as assets and liabilities on the statements of financial position, including both finance and operating leases. ASU 2016-02 will require disclosures to help the financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. The recognition, measurement and presentation of expenses and cash flows arising from a lease will primarily depend on its classification as a finance or operating lease. ASU 2016-02 is effective for BIMC beginning January 1, 2020 and will be applied using a modified retrospective approach. However, BIMC has elected to early adopt this provision effective January 1, 2019 for consistent financial reporting with the MSHS. BIMC is currently in the process of evaluating its lease contracts as well as certain service contracts that may include embedded leases. Additionally, BIMC is finalizing its analysis of certain key assumptions that will be utilized at the transition date. The primary effect of the new standard will be to record right-of-use assets and obligations for current operating leases which will have a material impact on the consolidated statement of financial position and significant incremental disclosures in the financial statement footnotes. The transition adjustment is not expected to have a material impact on net assets or the performance indicator on the consolidated financial statements.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows – Classification of Certain Cash Receipts and Cash Payments*, which addresses the following eight specific cash flow issues in order to limit diversity in practice: debt prepayment or debt extinguishment costs; settlement of zero-coupon debt instruments or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing; contingent consideration payments made after a business combination; proceeds from the settlement of insurance claims; proceeds from the settlement of corporate-owned life insurance policies, including bank-owned life insurance policies; distributions received from equity method investees; beneficial interests in securitization transactions; and separately identifiable cash flows and application of the predominance principle. The provisions of ASU 2016-15 are effective for BIMC for annual periods beginning after December 15, 2018, and interim periods thereafter. Early adoption is permitted. Adoption of ASU 2016-15 is not expected to have a material impact on BIMC's consolidated financial statements.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows – Restricted Cash*, which requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The provisions of ASU 2016-18 are effective for BIMC for annual periods beginning after December 15, 2018 and interim periods thereafter. Early adoption is permitted. Adoption of ASU 2016-18 is not expected to have a material impact on BIMC's consolidated financial statements.

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*, which clarifies existing guidance in order to address diversity in practice in classifying grants (including governmental grants) and contracts received by NFPs. This guidance will likely result in more grants and contracts being accounted for as contributions rather than exchange transactions. The standard clarifies the guidance on how entities determine when a contribution is conditional. The clarified guidance applies to all entities (including business entities) that make or receive contributions, except for certain transactions such as transfers of assets business entities receive from government entities (e.g., a government grant to a for-profit biotechnology company). The provisions of ASU 2018-08 are effective for annual periods beginning after June 15, 2018, and interim periods thereafter. Early adoption is permitted. Amendments should be applied on a modified prospective basis to agreements that are not completed as of the effective date and to agreements entered into after the effective date. Retrospective application is permitted. BIMC is currently evaluating the potential impact of ASU 2018-08 on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal use software license). The accounting for the service element of a hosting arrangement that is a service contract is not affected by the standard. The ASU 2018-15 will require an entity (customer) in a hosting arrangement that is a service contract to follow the guidance in Subtopic 350-40 to determine which implementation

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

costs to capitalize as an asset related to the service contract and which costs to expense. ASU 2018-15 also requires the entity (customer) to expense the capitalized implementation costs of a hosting arrangement that is a service contract over the term of the hosting arrangement. The amendments in this Update also require the entity to present the expense related to the capitalized implementation costs in the same line item in the statement of income as the fees associated with the hosting element (service) of the arrangement and classify payments for capitalized implementation costs in the statement of cash flows in the same manner as payments made for fees associated with the hosting element. The entity is also required to present the capitalized implementation costs in the statement of financial position in the same line item that a prepayment for the fees of the associated hosting arrangement would be presented. The amendments in ASU 2018-15 are effective for annual reporting periods beginning after December 15, 2020, and interim periods thereafter. Early adoption is permitted. The amendments should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. BIMC has not completed the process of evaluating the impact of ASU 2018-15 on its consolidated financial statements.

The FASB has amended certain guidance related to various disclosures in ASU 2018-09, *Codification Improvements*, ASU 2018-13, *Technical Corrections and Improvements to Financial Instruments—Overall (Subtopic 825-10)—Recognition and Measurement of Financial Assets and Financial Liabilities*, and ASU 2018-14, *Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20)—Disclosure Framework—Changes to the Disclosure Requirements for Defined Benefit Plans*. Among various provisions, ASU 2018-09 may result in additional assets included in an entity's fair value disclosure table if, among other criteria, net asset value has public visibility. ASU 2018-13 includes several disclosure changes involving transfers between the fair value levels and other updates related to fair value level 3 investments. ASU 2018-13 also requires entities that use the practical expedient to measure the fair value of certain investments at their net asset values to disclose (1) the timing of liquidation of an investee's assets and (2) the date when redemption restrictions will lapse, but only if the investee has communicated this information to the entity or announced it publicly. Although BIMC does not sponsor a defined benefit plan, the guidance in ASU 2018-14 requires all sponsors of defined benefit plans to provide certain new disclosures: the weighted-average interest crediting rate for cash balance plans and other plans with promised interest crediting rates and an explanation of the reasons for significant gains and losses related to changes in the benefit obligation for the period. Among other changes, ASU 2018-14 eliminates the required disclosure for all sponsors of defined benefit plans to disclose the amounts in accumulated other comprehensive income expected to be recognized as

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

components of net periodic benefit cost over the next fiscal year. The updates noted above have effective dates as follows with early adoption permitted: ASU 2018-09: fiscal years beginning after December 15, 2018; ASU 2018-13: fiscal years beginning after December 15, 2019; and ASU 2018-14: fiscal years ending after December 15, 2021. BIMC has not completed the process of evaluating the impact of ASU 2018-09, ASU 2018-13 and ASU 2018-14 on its consolidated financial statements.

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue

For periods commencing January 1, 2018

Effective January 1, 2018 upon the adoption of ASU 2014-09, net patient service revenue is reported at the amount that reflects the consideration for which BIMC expects to be entitled in exchange for providing patient care.

BIMC uses a portfolio approach as a practical expedient to account for categories of patient contracts as collective groups rather than recognizing revenue on an individual contract basis. The portfolio consists of major payor classes for inpatient revenue and outpatient revenue. Based on historical collection trends and other analyses, BIMC believes that revenue recognized by utilizing the portfolio approach approximates the revenue that would have been recognized if an individual contract approach were used.

BIMC's initial estimate of the transaction price for services provided to patients subject to revenue recognition is determined by reducing the total standard charges related to the patient services provided by various elements of variable consideration, including contractual adjustments, discounts, implicit price concessions, and other reductions to BIMC's standard charges. BIMC determines the transaction price associated with services provided to patients who have third-party payor coverage on the basis of contractual or formula-driven rates for the services rendered (see description of third-party payor payment programs below). The estimates for contractual allowances and discounts are based on contractual agreements, BIMC's discount policies and historical experience. For uninsured and under-insured patients who do not qualify for charity care, BIMC determines the transaction price associated with services rendered on the basis of charges reduced by implicit price concessions. Implicit price concessions included in the estimate of the transaction price are based on BIMC's historical collection experience for applicable patient portfolios.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

Generally, BIMC bills patients and third-party payors after the services are performed and the patient is discharged. Net patient service revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by BIMC. Net patient service revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total charges. BIMC believes that this method provides a reasonable depiction of the transfer of services over the term of the performance obligation based on the services needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services or patients receiving services in BIMC's outpatient settings. BIMC measures the performance obligation from admission into BIMC or the commencement of an outpatient service to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge or the completion of the outpatient visit. As substantially all of its performance obligations relate to contracts with a duration of less than one year, BIMC has elected to apply the optional exemption provided in ASU 2014-09 and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations referred to above are primarily related to inpatient acute care services at the end of the reporting period for patients who remain admitted at that time (in-house patients). The performance obligations for in-house patients are generally completed when the patients are discharged, which for the majority of BIMC's in-house patients occurs within days or weeks after the end of the reporting period.

Subsequent changes to the estimate of the transaction price (determined on a portfolio basis when applicable) are generally recorded as adjustments to patient service revenue in the period of the change. For the year ended December 31, 2018, changes in BIMC's estimates of implicit price concessions, discounts, contractual adjustments or other reductions to expected payments for performance obligations satisfied in prior years were not significant. Portfolio collection estimates are updated based on collection trends. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay (determined on a portfolio basis when applicable) are recorded as bad debt expense. Bad debt expense for the year ended December 31, 2018 was not significant.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

BIMC has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the following factors: payors, lines of business and timing of when revenue is recognized. Tables providing details of these factors are presented below.

Net patient service revenue disaggregated by payor for the year ended December 31, 2018, is as follows (in thousands):

Medicare	\$ 196,183
Medicare managed care	127,398
Medicaid, including Medicaid pending	120,102
Medicaid managed care	144,718
Blue Cross	92,813
Managed care	84,522
Commercial and other	61,402
Self-pay	3,950
	\$ 831,088

Deductibles, copayments and coinsurance under third-party payment programs which are the patient's responsibility are included within the respective primary payor category above.

Net patient service revenue for the year ended December 31, 2018 disaggregated by lines of service is as follows (in thousands):

Inpatient	\$ 438,131
Outpatient	392,957
	\$ 831,088

At December 31, 2018, patient accounts receivable, net is comprised of the following components (in thousands):

Patient receivables	\$ 67,307
Contract assets	4,827
	\$ 72,134

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

Contract assets are related to in-house patients who were provided services during the reporting period but were not discharged as of the reporting date and for which BIMC does not have the right to bill.

The allowance for doubtful accounts was not significant at December 31, 2018. The allowance for doubtful accounts was approximately \$11.5 million at December 31, 2017.

Settlements with third-party payors (see description of third-party payor payment programs below) for cost report filings and retroactive adjustments due to ongoing and future audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and BIMC's historical settlement activity (for example, cost report final settlements or repayments related to recovery audits), including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Such estimates are determined through either a probability-weighted estimate or an estimate of the most likely amount, depending on the circumstances related to a given estimated settlement item. Estimated settlements are adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. For the year ended December 31, 2018, the net effect of BIMC's revisions to prior year estimates and third-party settlements resulted in revenue of approximately \$8.0 million which is recorded in net patient service revenue in the consolidated statement of operations.

For Periods Through December 31, 2017

Prior to the adoption of ASU 2014-09, BIMC recognized patient service revenue at the estimated net realizable amounts associated with services provided to patients who have third-party payor coverage on the basis of contractual or formula-driven rates for the services rendered (see description of third-party payor payment programs below) and included estimated retroactive revenue adjustments due to ongoing and future audits, reviews and investigations. For uninsured and under-insured patients who did not qualify for charity care, BIMC recognized revenue on the basis of charges. Under the charity care policy, a patient who had no insurance or was under-insured and was ineligible for any government assistance program had his or her bill reduced to (1) the lesser of charges or the Medicaid diagnostic-related group for inpatient and (2) a discount from Medicaid fee-for-service rates for outpatient.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

**2. Accounts Receivable for Services to Patients and Net Patient Service Revenue
(continued)**

Patient service revenue for the year ended December 31, 2017, net of contractual allowances and discounts (but before the provision for bad debts), recognized from these major payor sources based on primary insurance designation, is as follows (in thousands):

Third-party payors	\$ 880,601
Self-pay	<u>6,177</u>
	<u>\$ 886,778</u>

Deductibles, copayments and coinsurance under third-party payment programs within the third-party payors amounts above are the patient's responsibility and BIMC considered these amounts in its determination of the provision for bad debts based on collection experience.

Accounts receivable is recorded at its expected net realizable value. In evaluating the collectibility of accounts receivable, BIMC analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowances and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts.

The allowance for doubtful accounts for self-pay patients was approximately 23% of self-pay accounts receivable as of December 31, 2017.

Revenue from the Medicare and Medicaid programs accounted for approximately 37% and 34% of BIMC's net patient service revenue for the year ended December 31, 2017.

For services provided through December 31, 2017, net patient service revenue and the related accounts receivable estimates are subject to the accounting requirements prior to the adoption of ASU 2014-09. Estimates for the allowance for doubtful accounts pertaining to this service period are reevaluated monthly and certain revisions to such estimates continue to be made based on recent collection trends and management's expectations for the ultimate collection of accounts receivable balances existing at December 31, 2017.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

During 2017, BIMC revised estimates made in prior years to reflect the passage of time and the availability of more recent information, such as settlement activity, associated with the related payment items. For the year ended December 31, 2017, the net effect of the BIMC's revisions to prior year estimates resulted in net patient service revenue decreasing by approximately \$20.4 million which is recorded in net patient service revenue in the consolidated statement of operations.

Third-Party Payment Programs

BIMC has agreements with third-party payors that provide for payment for services rendered at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare: Hospitals are paid for most Medicare patient services under national prospective payment systems and other methodologies of the Medicare program for certain other services. Federal regulations provide for adjustments to current and prior years' payment rates, based on industry-wide and Hospital-specific data.

Non-Medicare: In New York, hospitals and all non-Medicare payors (including Medicare and Medicaid managed care plans), except Medicaid, workers' compensation and no-fault insurance programs, negotiate hospitals' payment rates. Outpatient services also are paid based on a statewide prospective system. Medicaid rate methodologies are subject to approval at the Federal level by the Centers for Medicare and Medicaid Services (CMS), which may routinely request information about such methodologies prior to approval. Revenue related to specific rate components that have not been approved by CMS is not recognized until BIMC is reasonably assured that such amounts are realizable. Adjustments to the current and prior years' payment rates for those payors will continue to be made in future years.

Other Third-Party Payors: BIMC also has entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to BIMC under these agreements includes prospectively determined rates per discharge or days of hospitalization and discounts from established charges.

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Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

Medicare cost reports, which serve as the basis for final settlement with the Medicare program, have been audited by the Medicare fiscal intermediary and settled through 2011, except for the years 2001 and 2004 which final settlements have not been issued due to pending litigation, although revisions to final settlements or other retroactive changes could be made. Other years and various issues remain open for audit and settlement, as are numerous issues related to the New York State Medicaid program for prior years. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount when open years are settled, audits are completed and additional information is obtained.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Hospital's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon BIMC. BIMC is not aware of any allegations of non-compliance that could have a material adverse effect on the accompanying consolidated financial statements and believes that it is in compliance with all applicable laws and regulations. In addition, certain contracts BIMC has with commercial payors also provide for retroactive audit and review of claims.

There are various proposals at the federal and state levels that could, among other things, significantly change payment rates or modify payment methods. The ultimate outcome of these proposals and other market changes, including the potential effects of or revisions to health care reform that has been or will be enacted by the federal and state governments, cannot be determined presently. Future changes in the Medicare and Medicaid programs and any reduction of funding could have an adverse impact on BIMC. Additionally, certain payors' payment rates for various years have been appealed by BIMC. If the appeals are successful, additional income applicable to those years could be realized.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

**2. Accounts Receivable for Services to Patients and Net Patient Service Revenue
(continued)**

BIMC grants credit without collateral to its patients, most of whom are insured under third-party payor agreements. Significant concentrations of patient accounts receivable, net at December 31, 2018 and 2017 are as follows:

	<u>2018</u>	<u>2017</u>
Medicare	38%	37%
Medicaid	25	27
Blue cross	12	11
Managed	24	23
Self-pay	1	2
	<u>100%</u>	<u>100%</u>

Uncompensated Care and Community Benefit Expense

For patients who are deemed eligible for charity care and patients who apply and qualify for financial aid under BIMC's financial aid policy, care given but not paid for is classified as charity care. For the years ended December 31, 2018 and 2017, the estimated cost of charity care was approximately \$12.4 million and \$16.0 million, respectively. The estimated cost of charity care includes the direct and indirect cost of providing charity care services and is estimated by utilizing a ratio of cost to gross charges applied to the gross uncompensated charges associated with providing charity care.

For the year ended December 31, 2018, BIMC recorded approximately \$15.1 million of implicit price concessions as a direct reduction of net patient service revenue that would have been recorded as provision for bad debts prior to adoption of ASU 2014-09. At December 31, 2018, BIMC recorded approximately \$12.4 million as a direct reduction of patient accounts receivable that would have been reflected as allowance for uncollectable accounts prior to the adoption of ASU 2014-09. For patient services provided prior to December 31, 2017, uncollected amounts for patients who were determined by BIMC to have the ability to pay but did not, were classified as provision for bad debt (\$11.6 million in 2017).

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

Vital Access Provider Safety Net Program and Medicaid Enhanced Rates

In September 2015, MSHG entered into an agreement with the NYSDOH to participate in the Vital Access Provider/Safety Net Program (VAP). MSHG was awarded approximately \$81.4 million in VAP funding over three years. In accordance with the governing agreement, MSHG submitted quarterly reports to the NYSDOH, detailing how the VAP funds were being expended, in line with approved objectives, budgets, timelines and benchmarks. In addition, MSHG has committed to complete a full asset merger of MSH, BIMC, SLR and NYEEI by no later than December 31, 2019. MSHG has had discussions with the NYSDOH regarding either alternatives to a full asset merger or a delay in the effective date, but there has not been a change to the full asset merger commitment at the present time.

The NYSDOH had also agreed to provide certain MSHG member hospitals with a temporary Medicaid rate enhancement for three years. The Medicaid rate enhancement was paid to the MSHG member hospitals directly by the Medicaid program or Medicaid managed care payors as patient services are rendered. The MSHG member hospitals recognized revenue from the VAP payments on a quarterly basis as reporting requirements were completed and approved expenditures are incurred. Amounts received that are not expended were recorded as deferred revenue. MSHG has through the end of the first quarter of 2019 to spend the remaining VAP funds.

In 2018, MSH and BIMC recognized approximately \$4.7 million and \$1.4 million, respectively, of revenue associated with the Medicaid rate enhancements. In 2017, MSH and BIMC recognized approximately \$20.2 million and \$5.4 million, respectively, of revenue associated with the Medicaid rate enhancements. In 2018 and 2017, MSH transferred the full amount of \$4.7 million and \$20.2 million, respectively, to BIMC (see Note 10). In addition, BIMC recognized approximately \$1.6 million and \$1.1 million in VAP funding revenue in 2018 and 2017, respectively, included in other revenue in the accompanying consolidated statements of operations. All amounts related to VAP funding were received by BIMC; amounts due to other MSHG member hospitals are recorded as a component of amounts due to related organizations. Deferred revenue of approximately \$30.3 million was recorded at December 31, 2017 and was included as a component of other current liabilities in the accompanying consolidated statements of financial position. Deferred revenue recorded at December 31, 2018 was not significant. In the event that conditions of the governing agreement are not met, funding associated with the VAP program and the enhanced Medicaid rates will be refundable to the NYSDOH. Management believes the possibility that the condition will not be met is remote. The Medicaid rate enhancement ended on March 31, 2018.

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Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use

Investments and assets limited as to use are maintained as follows at December 31:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Pooled investments	\$ 22,163	\$ 23,556
Non-pooled investments:		
Short-term investments	24,074	23,579
Assets limited as to use	25,475	27,392
Other investments	194,693	186,846
	<u>244,242</u>	<u>237,817</u>
	<u>\$ 266,405</u>	<u>\$ 261,373</u>

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Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use (continued)

The following table summarizes the composition of the total investment pool at December 31, 2018 and 2017; BIMC's interests in the pooled investment components is proportionate based on the ratio of its pooled investment balance to the total of the pool. BIMC owns 1.28% and 1.36% of the investment pool at December 31, 2018 and 2017, respectively.

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Cash and cash equivalents	\$ 43,870	\$ 9,243
Fixed income:		
Mutual funds	4,241	13,458
Equities:		
U.S. equities	129,962	131,993
Global equities	47,802	54,460
Non-U.S. equities	133,291	129,884
Alternative investments:		
Hedge funds:		
Long-only equity ^(a)	213,772	247,773
Hedged equity ^(b)	324,872	326,244
Long/short credit ^(c)	35,809	44,334
Open mandate ^(d)	283,157	357,410
Macro ^(e)	122,529	74,434
Private investments:		
Equity ^(f)	75,217	50,522
Credit/distressed ^(g)	93,815	97,493
Real assets ^(h)	224,672	200,557
	\$ 1,733,009	\$ 1,737,805

(a) Investments, consisting of publicly traded equity holdings with long positions.

(b) Investments, consisting primarily of publicly traded equity holdings with both long and short positions.

(c) Investments, consisting primarily of publicly traded credit holdings with both long and short positions.

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Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use (continued)

- (d) Investments with a balanced mix of asset exposures and strategies. Underlying exposures primarily include publicly traded equity and credit positions in fundamental value, relative value, and various arbitrage strategies. Investments may reflect a tilt towards equity or credit with hedging and hold large cash positions if value opportunities are not found.
- (e) Investments focused on global macro dislocations rather than micro driven opportunities. Holdings are both long and short in equity, fixed income, currency, and futures markets.
- (f) Investments targeting buyout, growth equity, and venture opportunities that require time to reach realization.
- (g) Investments in structured credit, claims, or distressed positions of either a minority or controlling interest that require time to reach realization.
- (h) Real estate, natural resources, and asset backed royalty investments that require time to reach realization.

The total return on the pooled investments comprises the following for the years ended December 31:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Interest and dividend income	\$ 6,615	\$ 6,173
Net realized gains and losses on sales of securities	80,920	70,730
Change in net unrealized gains and losses and change in value of alternative investments	(124,976)	115,721
Fees and other expenses	(7,136)	(6,300)
	<u>\$ (44,577)</u>	<u>\$ 186,324</u>

BIMC was allocated a total investment return from the pool based on agreements among the pool participants and donor stipulations a loss of approximately \$545,000 for the year ended December 31, 2018, and a gain of approximately \$2.6 million for the year ended December 31, 2017.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use (continued)

The composition of non-pooled marketable securities and long-term investments measured at fair value on a recurring basis at December 31 is set forth in the following table:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Cash	\$ 162	\$ 711
U.S. government and fixed income	26,420	25,387
Interests in the insurance program <i>(see Note 6)</i>	<u>192,185</u>	<u>184,327</u>
Total short-term and other investments	218,767	210,425
Short-term investments	24,074	23,579
Other investments	<u>\$ 194,693</u>	<u>\$ 186,846</u>

Assets Limited as to Use

Assets limited as to use, consisting of cash and cash equivalents, and their specific designations are set forth in the following table at December 31:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Funded depreciation	<u>\$ 25,475</u>	<u>\$ 27,392</u>
	<u>\$ 25,475</u>	<u>\$ 27,392</u>

In 2013, BIMC established this account in order to comply with New York State regulations which require hospitals to fund a depreciation account in order to realize Medicaid rate reimbursement for depreciation expense incurred (to the extent that the total of capital purchases and certain qualifying debt repayments made during the fiscal year are less than BIMC's depreciation expense).

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

3. Investments and Assets Limited as to Use (continued)

Investment income and gains on long-term investments, marketable securities, assets limited as to use, pooled investments, and cash and cash equivalents consist of the following for the years ended December 31:

	2018	2017
	<i>(In Thousands)</i>	
Interest and dividend income	\$ 2,338	\$ 1,927
Net realized gains and losses on sales of securities	1,328	993
Change in net unrealized gains and losses on investments and change in value of alternative investments	(2,091)	1,619
	\$ 1,575	\$ 4,539

4. Property, Plant, and Equipment

A summary of property, plant, and equipment is as follows at December 31:

	2018	2017
	<i>(In Thousands)</i>	
Land and land improvements	\$ 12,360	\$ 13,370
Buildings and building improvements	605,589	572,525
Equipment, including held under capital leases	1,186,910	1,147,589
	1,804,859	1,733,484
Less: accumulated amortization and depreciation	(1,479,723)	(1,416,541)
	325,136	316,943
Construction in progress	26,335	27,387
	\$ 351,471	\$ 344,330

Depreciation and amortization expense was approximately \$63.9 million and \$65.3 million for the years ended December 31, 2018 and 2017, respectively.

At December 31, 2018 and 2017, assets recorded in connection with capitalized leases aggregate approximately \$40.4 million and \$49.3 million, respectively, with accumulated amortization aggregating \$28.9 million and \$33.2 million, respectively.

During 2018 and 2017, BIMC capitalized approximately \$847,000 and \$846,000, respectively, of interest expense related to various construction projects.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

5. Leases

BIMC has entered into capital leases with interest rates ranging from 2.69% to 5.97%. Amounts due under capital leases are approximately \$3.0 million and \$3.7 million at December 31, 2018 and 2017, respectively. Scheduled payments due under capital lease obligations are as follows (in thousands):

Years ending December 31:		
2019	\$	848
2020		843
2021		848
2022		727
2023 and thereafter		<u>—</u>
		3,266
Less: amount representing interest		<u>299</u>
	\$	<u>2,967</u>

Operating Leases

BIMC leases various equipment and facilities under operating leases expiring at various dates through 2023 and thereafter.

Interest paid for the years ended December 31, 2018 and 2017, aggregated approximately \$3.3 million and \$3.5 million, respectively.

Total rental expense charged to operations approximated \$29.0 million in 2018 and \$30.1 million in 2017. Sublease income and contingent rentals during those years and amounts to be received after 2018 are not significant.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

5. Leases (continued)

Future minimum payments required under non-cancelable operating leases with initial or remaining terms of one year or more consisted of the following at December 31, 2018 (in thousands):

2019	\$ 23,569
2020	21,667
2021	23,123
2022	25,391
2023	23,597
2024 and thereafter	<u>220,591</u>
	<u>\$ 337,938</u>

6. Professional Liabilities Insurance Program

Primary coverage of professional and general liability incidents has been provided through participation in a pooled program with certain other health care facilities (principally hospitals) affiliated with the Federation of Jewish Philanthropies of New York (FOJP). This occurrence-basis insurance coverage participation is with captive insurance companies and commercial insurance companies.

As of December 31, 2018, the Hospital retained ownership interests of 25% in three captive insurance companies affiliated with the FOJP Program. BIMC follows the equity method of accounting for its investment in the captive insurance companies and has recognized its allocated share of a portion of the program's accumulated surplus.

The aggregate net carrying value of BIMC's interests in the insurance program is approximately \$192.2 million and \$184.3 million at December 31, 2018 and 2017, respectively, which is included in other investments in the accompanying consolidated statements of financial position. In 2018, BIMC received total dividends and cash distributions of approximately \$49.0 million. In December 2017, one of the captive insurance companies declared a dividend of approximately \$54 million respectively to be distributed based on each owners respective ownership interest. As a result, BIMC recorded a dividend receivable of approximately \$13.5 million which is recorded within other current assets on the accompanying consolidated statement of financial position at December 31, 2017 and subsequently received in 2018.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

6. Professional Liabilities Insurance Program (continued)

The undiscounted estimate of professional liabilities and the estimate for incidents that have been incurred but not reported is included in professional liabilities in the accompanying consolidated statements of financial position of approximately \$230.6 million (\$453.6 million at December 31, 2017). BIMC has recorded related insurance recoveries receivable of approximately \$230.6 million at December 31, 2018 (\$453.6 million at December 31, 2017), in consideration of the expected insurance recoveries. The current portion of professional liabilities and the related insurance recoveries receivable represents an estimate of expected settlements and insurance recoveries over the next 12 months.

During the years ended December 31, 2018 and 2017, BIMC recorded approximately \$56.9 million and \$49.6 million, respectively, of net change in participation in captive insurance program in the accompanying consolidated statements of operations. Approximately \$31.2 million of the 2018 amount related to retroactive premium adjustments. Approximately \$25.7 million of the 2018 adjustment and the full amount of the 2017 adjustment relate to the net change in the participation in the captive insurance companies.

BIMC, as part owner of its malpractice captive, guarantees a certain level of investment return of the captive insurance companies and may be required to fund shortfalls resulting from differences between guaranteed and actual returns. BIMC was not required to fund any differences in 2018 or 2017.

BIMC's estimates of professional liabilities are based upon complex actuarial calculations, which utilize factors such as historical claims experience for BIMC and related industry factors, trending models, estimates for the payment patterns of future claims, and present value discount factors. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Revisions to estimated amounts resulting from actual experience differing from projected expectations are recorded in the period the information becomes known or when changes are anticipated.

At December 31, 2018, BIMC has recorded a liability of approximately \$25.7 million in deferred premium payments related to its malpractice coverage (\$32.5 million at December 31, 2017). Such amounts are included as components of other current liabilities and other liabilities in the accompanying consolidated statements of financial position based on scheduled payment terms.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

6. Professional Liabilities Insurance Program (continued)

In February 2014, the FOJP program and the various affiliated captive insurance companies began an internal investigation into several insurance regulatory and related matters that had come to the attention of the FOJP companies' management. The New York State Department of Financial Services (DFS) also conducted its own investigation into the issues that were raised and related matters. During 2017, the FOJP companies and DFS resolved the outstanding matters through an agreed upon stipulation which did not have a material effect on BIMC's consolidated financial statements.

Effective January 1, 2018, the Mount Sinai Health System Self-Insurance Trust (the Self-Insurance Trust) was established to provide coverage in excess of FOJP Program limits. Currently, MSH, BIMC, SLR, and NYEEI participate in the Self-Insurance Trust, which is irrevocable. As of December 31, 2018, the Self-Insurance Trust held investments of approximately \$3.0 million on behalf of BIMC and a receivable from the BIMC of approximately \$8.1 million, both of which are included in beneficial interest in self-insurance trust in the accompanying 2018 consolidated statement of financial position. In addition, as of December 31, 2018, the Self-Insurance Trust had actuarially determined liabilities of approximately \$11.1 million, discounted at 3.5%, which is included as estimated self-insurance liability in the accompanying 2018 consolidated statement of financial position.

On November 27, 2018, MSH, BIMC, Maimonides Medical Center and Montefiore Medical Center, collectively the owners of Hospitals Insurance Company (HIC) and FOJP, announced their agreement to sell HIC and FOJP to The Doctors Company for \$650 million, subject to closing adjustments. The transaction is subject to regulatory approvals and is expected to close in 2019. HIC has provided the hospitals and related physicians with medical malpractice insurance for 40 years. The hospitals will share in the proceeds ratably according to their ownership.

7. Pension and Similar Plans

BIMC provides pension and similar benefits to substantially all employees through tax sheltered annuity plans for nonunion employees and several defined benefit multi-employer plans for union employees. Contributions to these plans are generally based on gross salaries. It is BIMC's policy to fund accrued costs under these plans on a current basis.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

7. Pension and Similar Plans (continued)

Contributions to tax sheltered annuity plans approximated \$7.2 million and \$6.4 million for the years ended December 31, 2018 and 2017, respectively. The total expense relating to union defined multi-employer pension plans amounted to approximately \$28.3 million and \$30.2 million for the years ended December 31, 2018 and 2017, respectively. Approximately 72% of BIMC's employees are union members.

BIMC contributions to its multi-employer pension funds for the years ended December 31, 2018 and 2017, are as follows:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Pension fund		
1199 SEIU Health Care Employees Pension Fund ^(a)	\$ 28,163	\$ 30,032
1199 SEIU Health Care Employees Health & Welfare Fund ^(b)	60,779	72,625
Other pension funds ^(c)	112	207
	<u>\$ 89,054</u>	<u>\$ 102,864</u>

^(a) Represents greater than 5% of total plan contributions, based on available Form 5500.

^(b) This benefit fund provides medical benefits (health, dental, prescription, vision) for active employees and retirees. Eligibility for benefit coverage level and type is dependent upon their status as an active employee or retiree.

^(c) Consists of three pension funds in which the BIMC's contributions are individually and in the aggregate insignificant.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

7. Pension and Similar Plans (continued)

The following table includes additional disclosure information related to the 1199 SEIU Health Care Employees Pension Fund.

EIN/Pension Plan Number	Pension Protection Act Zone Status ^(a)		FIP/RP ^(b) Status Pending	Surcharge Imposed	Expiration Date of Collective Bargaining Agreement
	2019	2018			
13-3604862/001	Green as of 1/01/2019	Green as of 1/01/2018	No	No	09/30/2021

^(a) A zone status rating of green indicates the plan is at least 80% funded.

^(b) Funding improvement plan or rehabilitation plan.

At the date BIMC's consolidated financial statements were issued, Form 5500 was not available for the 1199 SEIU Health Care Employees Pension Fund for the year ended in 2018.

8. Net Assets With Donor Restrictions

Net assets with donor restrictions include endowment assets that have been restricted by donors to be maintained in perpetuity and invested by BIMC. BIMC follows the requirements of the New York Prudent Management of Institutional Funds Act (NYPMIFA) as they relate to its endowment assets.

BIMC has interpreted NYPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment fund, absent explicit donor stipulations to the contrary. As a result of this interpretation, BIMC classifies as within net assets with donor restrictions the original value of the gifts donated to the permanent endowment and the original value of subsequent gifts to the permanent endowment. Accumulations to the permanent endowment are used in accordance with the direction of the applicable donor gift. The remaining portion of the donor-restricted endowment fund that is also classified in net assets with donor restrictions until the amounts are appropriated for expenditure in accordance with a manner consistent with the standard of prudence prescribed by NYPMIFA. In accordance with NYPMIFA, BIMC considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund; (2) the purposes

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

8. Net Assets With Donor Restrictions (continued)

of BIMC and the donor-restricted endowment fund; (3) general economic conditions; (4) the possible effect of inflation and deflation; (5) where appropriate and circumstances would otherwise warrant, alternatives to expenditure of the endowment fund, giving due to consideration to the effect that such alternatives may have on the institution; (6) the expected total return from income and the appreciation of investments; (7) other resources of BIMC; and (8) the investment and spending policies of BIMC. BIMC's policies provide the guidelines for setting the annual spending rate (4.5%) and the treatment of any investment returns in excess of the annual spending rate. The endowment spend rate is calculated on the average three-year rolling market value of each endowed fund. Any excess investment returns beyond the spending rate, to the extent available are added to the endowed fund and classified as net assets with donor restrictions, unless also appropriated for expenditure. BIMC expends the income distributed from certain restricted assets on an annual basis in support of health care services (distributions totaled approximately \$1.1 million and \$1.0 million for the years ended December 31, 2018 and 2017, respectively).

BIMC has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment. Endowment assets are invested in a manner to provide that sufficient assets are available as a source of liquidity for the intended use of the funds, achieve the optimal return possible within the specified risk parameters, prudently invest assets in a high-quality diversified manner, and adhere to the established guidelines.

To satisfy its long-term rate-of-return objectives, BIMC relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). BIMC targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

8. Net Assets With Donor Restrictions (continued)

Net assets with donor restrictions are available to support program activities as stipulated by donors. Certain net assets with donor restrictions are restricted to investment in perpetuity with the income expendable to support program activities as stipulated by donors. Net assets with donor restrictions that are temporary in nature are restricted as follows at December 31:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Health education	\$ 2,374	\$ 2,790
Program improvement	5,356	5,420
Medical research	598	2,131
Capital	1,341	2,023
	<u>\$ 9,669</u>	<u>\$ 12,364</u>

Net assets with donor restrictions that are perpetual in nature are restricted as follows at December 31:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Investments to be held in perpetuity, the income from which is restricted as to use	\$ 22,480	\$ 22,389
Investments to be held in perpetuity, the income from which is unrestricted as to use	1,826	1,826
	<u>\$ 24,306</u>	<u>\$ 24,215</u>

Investments to be held in perpetuity are included in pooled investments and other investments in the accompanying consolidated statements of financial position.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

8. Net Assets With Donor Restrictions (continued)

During 2018 and 2017, certain net assets with donor restrictions were released from restrictions as follows:

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Health education	\$ 678	\$ 1,120
Capital	720	471
Program improvement	399	54
Medical research	172	147
	<u>\$ 1,969</u>	<u>\$ 1,792</u>

9. Functional Expenses

BIMC provides general health care services to residents within its geographic location. Expenses related to providing these services for the year ended December 31, 2018 are as follows:

	Health Care and Related Services	Program Support and General Services	Total
	<i>(In Thousands)</i>		
Salaries	\$ 323,628	\$ 59,505	\$ 383,133
Employee Benefits	122,489	18,550	141,039
Supplies and other expenses	401,384	8,693	410,077
Insurance	8,037	-	8,037
Depreciation and amortization	63,830	30	63,860
Interest	2,813	496	3,309
	<u>\$ 922,181</u>	<u>\$ 87,274</u>	<u>\$ 1,009,455</u>

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

9. Functional Expenses (continued)

Prior to the adoption of ASU 2016-14, expenses related to providing general health care services for the year ended December 31, 2017, were as follows (in thousands):

Health care and related services	\$ 981,936
Program support and general services	92,210
	\$ 1,074,146

10. Related Organizations

BIMC conducts various transactions with other related organizations of MSHS. The following table summarizes amounts due (to) from related organizations at December 31:

	2018	2017
	<i>(In Thousands)</i>	
The St. Luke's-Roosevelt Hospital Center ^(a)	\$ 25,536	\$ 9,907
The St. Luke's-Roosevelt Hospital Center Loan ^(a)	448	624
The New York Eye and Ear Infirmary ^(b)	672	(199)
The Mount Sinai Hospital ^(c)	(59,143)	(11,047)
The Mount Sinai Hospital Loan ^(c)	(105,776)	(105,776)
Icahn School of Medicine at Mount Sinai ^(d)	(9,829)	(14,407)
	(148,092)	(120,898)
Less: current portion	(17,316)	(15,122)
	\$ (130,776)	\$ (105,776)

^(a) Net transactions charged (at cost) between SLR and BIMC for payroll and benefits charges and various other shared services totaled approximately \$49.3 million and \$53.4 million during the years ended December 31, 2018 and 2017, respectively.

In April 2011, SLR entered into a \$1.6 million loan agreement with BIMC to finance capital improvements. The loan has a ten-year term and bears interest at 5.0% per annum. Principal and interest payments are due monthly. At December 31, 2018 and 2017, the balance remaining on the loan amounted to approximately \$448,000 and \$624,000, respectively.

^(b) Amounts due from BIMC relate to the cost of residents provided by NYEE to BIMC and amounts due to NYEE for faculty practice plan revenue billed by BIMC on behalf of NYEE.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

10. Related Organizations (continued)

^(c) Transactions charged (at cost) by MSH to BIMC, totaled approximately \$48.1 million and \$22.6 million during the years ended December 31, 2018 and 2017, respectively. Included in the charges are certain employee health plan claims and premiums, which are paid by MSH and, subsequently, charged to BIMC. In addition, included in amounts due from BIMC are funds related to VAP (see Note 2).

In December 2017, MSH issued \$382.0 million of taxable bonds for general taxable purposes. Subsequently, MSH issued a long-term intercompany loan to BIMC for approximately \$105.8 million, of which the proceeds were used to pay-off all of the outstanding debt of BIMC, which MSH had previously guaranteed. The intercompany loan incurs interest at the MSH Borrowing Rate and matures in December 2040. BIMC will pay interest only for the first thirteen years of the loan, after which principal will be amortized over eighteen years.

^(d) Effective January 1, 2016, all physicians affiliated with BIMC's faculty practice had migrated to ISMMS. As a result, BIMC purchases professional services from ISMMS for the clinical care of its patients, teaching and supervision of its residents, the performance of certain administrative functions, and various strategic initiatives. Net transactions charged (at cost) by ISMMS to BIMC totaled approximately \$7.4 million and \$40.7 million during the years ended December 31, 2018 and 2017, respectively.

11. Commitments and Contingencies

Litigation

BIMC is a defendant in various legal actions arising out of the normal course of its operations. The ultimate outcome of these cases cannot be predicted at this time. Management does not believe that the ultimate outcome of these matters will have a material adverse effect on BIMC's consolidated financial position.

Professional liability claims have been asserted against BIMC by various claimants. The claims are in various stages of processing and some may ultimately be brought to trial. There are known incidents occurring through December 31, 2018, that may result in the assertion of additional claims and other claims may be asserted arising from services provided to patients in the past. It is the opinion of BIMC management, based on prior experience, that adequate insurance is maintained to provide for all significant professional liability losses.

Collective Bargaining Agreements

Approximately 72% of BIMC's employees are union employees who are covered under the terms of various collective bargaining agreements. The 1199 contract will expire on September 30, 2021.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

11. Commitments and Contingencies (continued)

Other

BIMC is self-insured, based on individual employees' elections, for medical, dental, and pharmaceutical benefits. BIMC also is self-insured for unemployment benefits. Liabilities have been accrued at December 31, 2018 and 2017, based on expected future payments pertaining to such years (included in accrued salaries and related liabilities in the accompanying consolidated statements of financial position).

12. Fair Values of Financial Instruments

For assets and liabilities requiring fair value measurement, BIMC measures fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. BIMC follows a fair value hierarchy based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. The three levels are defined as follows:

Level 1 – Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2 – Observable inputs that are based on inputs not quoted in active markets, but corroborated by market data.

Level 3 – Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. In determining fair value, BIMC uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, as well as considers non-performance risk in its assessment of fair value. Investments valued based upon net asset value (NAV) are not subject to the valuation hierarchy.

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

12. Fair Values of Financial Instruments (continued)

Financial assets carried at fair value by BIMC as of December 31, 2018 and 2017, are classified in the tables below in one of the three categories described above:

	2018			
	Level 1	Level 2	Level 3	Total
	<i>(In Thousands)</i>			
Cash and cash equivalents	\$ 90,614	\$ —	\$ —	\$ 90,614
U.S. government obligations	26,420	—	—	26,420
	\$ 117,034	\$ —	\$ —	
Investments measured at NAV as a practical expedient:				
Pooled investments				22,163
				\$ 139,197

	2017			
	Level 1	Level 2	Level 3	Total
	<i>(In Thousands)</i>			
Cash and cash equivalents	\$ 126,267	\$ —	\$ —	\$ 126,267
U.S. government obligations	25,387	—	—	25,387
	\$ 151,654	\$ —	\$ —	
Investments measured at NAV as a practical expedient:				
Pooled investments				23,556
				\$ 175,210

The tables above exclude BIMC's interests in the insurance program described in Note 6 (approximately \$192.2 million and \$184.3 million at December 31, 2018 and 2017, respectively).

Beth Israel Medical Center and Affiliates

Notes to Consolidated Financial Statements (continued)

12. Fair Values of Financial Instruments (continued)

The following is a summary of total investments (by major category) in the investment pool with restrictions to redeem the investments at the measurement date, any unfunded capital commitments, and investment strategies of the investees as of December 31, 2018:

Description of Investment	Carrying Value	Unfunded Commitments	Redemption Frequency	Notice Period	Funds Availability
<i>(In Thousands)</i>					
Hedge funds:					
Long-only equity	\$ 213,772	\$ –	Monthly/5 years	30 to 90 days	3 to 30 days
Hedged equity	324,872	–	Monthly/rolling 3 years	30 to 90 days	30 to 45 days
Long/short credit	35,809	–	Quarterly	90 days	30 days
Open mandate	283,157	–	Quarterly/rolling 2 years	60 to 90 days	30 days
Macro	122,529	–	Quarterly/Semi-annually	45 to 90 days	30 days
Private investments:					
Equity	75,217	89,029	N/A	N/A	N/A
Credit/distressed	93,815	21,974	Monthly	30 days and N/A	180 days and N/A
Real assets	224,672	71,900	N/A	N/A	N/A
	<u>\$ 1,373,843</u>	<u>\$ 182,903</u>			

13. Other Revenue

Other revenue includes operating revenues that are not directly related to BIMC's patient services. Major items included in other revenue are revenues derived from clinical outreach laboratory revenue of \$1.1 million in 2018 (prior to the sale of the business) and \$18.1 million in 2017, pharmacy 340B program revenue of \$16.0 million in 2018 and \$15.6 million in 2017, rental income of \$5.8 million in 2018 and \$7.0 million in 2017, joint ventures of \$3.8 million in 2018 and \$3.7 million in 2017 and grants and contracts revenue of \$6.8 million in 2018 and \$8.0 million in 2017.

14. Subsequent Events

For purposes of the accompanying consolidated financial statements, BIMC has considered for accounting and disclosure events that occurred through March 29, 2019, the date the consolidated financial statements were issued. There were no subsequent events transactions that either resulted in recognition in the accompanying consolidated financial statements or required additional disclosure.

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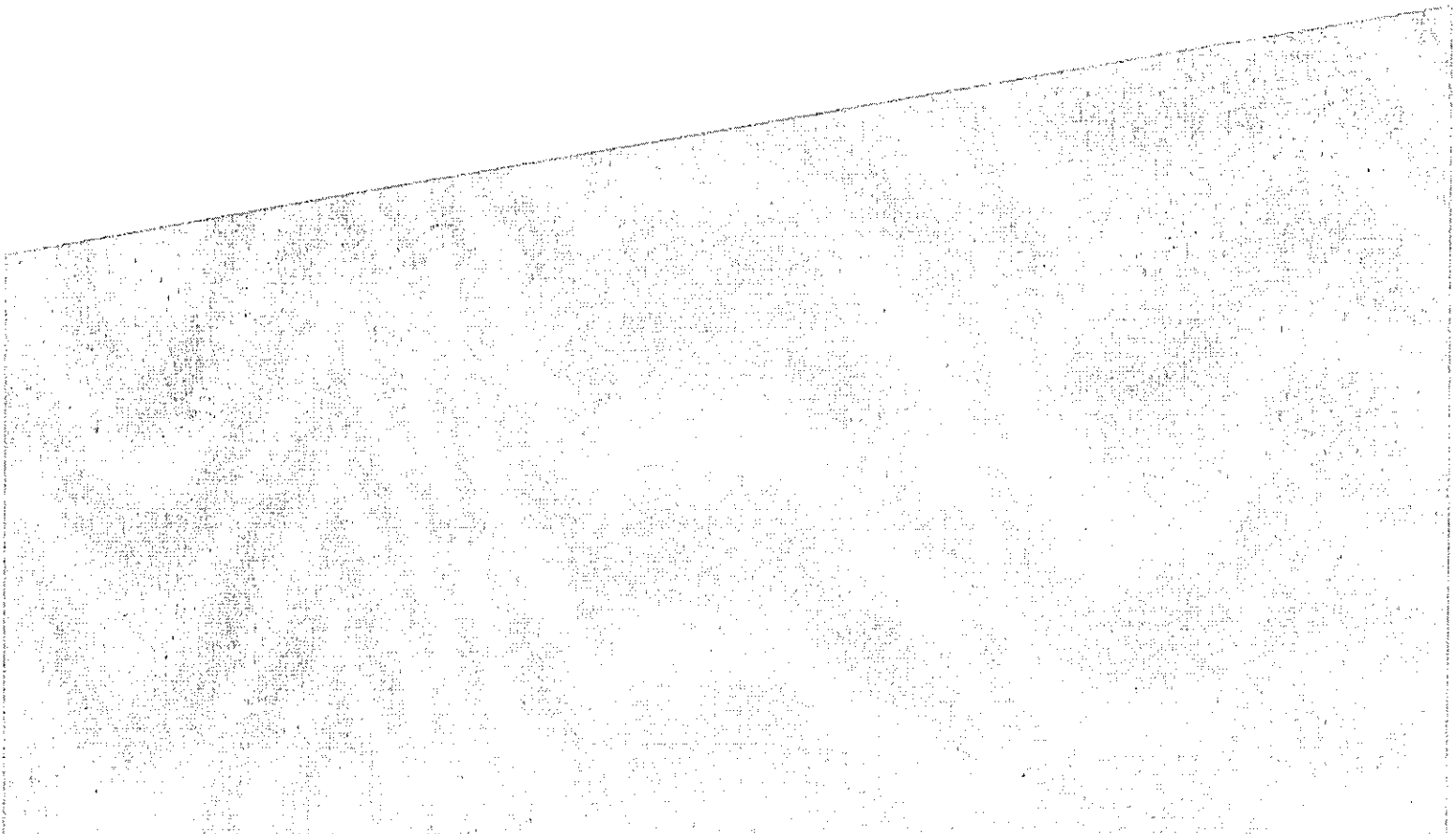
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CONSOLIDATED FINANCIAL STATEMENTS

The New York Eye and Ear Infirmary and Affiliates
Years Ended December 31, 2018 and 2017
With Report of Independent Auditors

Ernst & Young LLP



The New York Eye and Ear Infirmary and Affiliates

Consolidated Financial Statements

Years Ended December 31, 2018 and 2017

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The Board of Trustees
Mount Sinai Health System, Inc.

We have audited the accompanying consolidated financial statements of The New York Eye and Ear Infirmary and Affiliates, which comprise the consolidated statements of financial position as of December 31, 2018 and 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of The New York Eye and Ear Infirmary and Affiliates at December 31, 2018 and 2017, and the consolidated results of their operations, changes in their net assets and their cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Adoption of ASU No. 2014-09, Revenue from Contracts with Customers and ASU No. 2016-14, Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities

As discussed in Note 1 to the consolidated financial statements, The New York Eye and Ear Infirmary and Affiliates changed their method of revenue recognition as a result of the adoption of the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers*, effective January 1, 2018 and adopted the amendments to the FASB Accounting Standards Codification resulting from Accounting Standards Update No. 2016-14, *Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*, effective December 31, 2018. Our opinion is not modified with respect to these matters.

Ernst & Young LLP

March 29, 2019

The New York Eye and Ear Infirmary and Affiliates

Consolidated Statements of Financial Position

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Assets		
Current assets:		
Cash and cash equivalents	\$ 37,625	\$ 28,580
Short-term investments	4,674	5,518
Total cash and cash equivalents and short-term investments	42,299	34,098
Patient accounts receivable, net	14,518	10,563
Professional liabilities insurance recoveries receivable, current portion	2,070	1,825
Inventories	2,010	1,648
Other current assets	4,761	5,724
Total current assets	65,658	53,858
Pooled investments	34,669	35,546
Other investments	8,362	7,758
Beneficial interest in self-insurance trust	660	-
Professional liabilities insurance recoveries receivable, less current portion	9,429	10,343
Property and equipment, net	46,440	48,204
Other assets	598	1,294
Total assets	<u>\$ 165,816</u>	<u>\$ 157,003</u>
Liabilities and net assets		
Current liabilities:		
Accounts payable and accrued expenses	\$ 7,954	\$ 7,748
Accrued salaries and related liabilities	3,286	3,708
Due to related organizations	3,122	2,903
Professional liabilities, current portion	2,070	1,825
Other current liabilities	1,696	1,013
Total current liabilities	18,128	17,197
Accrued pension benefits	25,296	21,751
Estimated self-insurance liability	660	-
Professional liabilities, less current portion	9,429	10,343
Other liabilities	9,872	9,141
Total liabilities	63,385	58,432
Net assets:		
Net assets without donor restrictions	80,515	77,950
Net assets with donor restrictions	21,916	20,621
Total net assets	102,431	98,571
Total liabilities and net assets	<u>\$ 165,816</u>	<u>\$ 157,003</u>

See accompanying notes.

The New York Eye and Ear Infirmary and Affiliates

Consolidated Statements of Operations

	Year Ended December 31	
	2018	2017
	<i>(In Thousands)</i>	
Operating revenue		
Net patient service revenue	\$ 145,935	\$ 138,368
Provision for bad debts	-	(2,987)
Net patient service revenue, less provision for bad debts	<u>145,935</u>	<u>135,381</u>
Investment income and net realized gains and losses on sales of securities	1,745	877
Contributions	221	225
Other revenue	5,825	6,094
Net assets released from restrictions for operations	3,238	2,440
Total operating revenue before other items	<u>156,964</u>	<u>145,017</u>
Operating expenses		
Salaries and wages	54,673	51,491
Employee benefits	14,100	16,624
Supplies and other	67,357	67,512
Depreciation and amortization	8,827	10,763
Total operating expenses before other items	<u>144,957</u>	<u>146,390</u>
Excess of operating revenue over operating expenses before other items	12,007	(1,373)
Other items		
Net change in unrealized gains and losses on investments and change in value of alternative investments	(4,268)	2,774
Third party reimbursement settlements	861	-
Excess of revenue over expenses	<u>8,600</u>	<u>1,401</u>
Other changes in net assets without donor restrictions		
Net assets released from restrictions for capital asset acquisitions	309	734
Pension related changes other than net periodic pension costs	(6,344)	2,791
Total other changes in net assets without donor restrictions	<u>(6,035)</u>	<u>3,525</u>
Increase in net assets without donor restrictions	<u>\$ 2,565</u>	<u>\$ 4,926</u>

See accompanying notes.

The New York Eye and Ear Infirmary and Affiliates
Consolidated Statements of Changes in Net Assets

	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions			Total
		Purpose and Time Restrictions	Permanent Endowment	Total Net Assets with Donor Restrictions	
	<i>(In Thousands)</i>				
Net assets at beginning of year January 1, 2017	\$ 73,024	\$ 9,802	\$ 9,025	\$ 18,827	\$ 91,851
Change in net assets:					
Excess of revenue over expenses	1,401	-	-	-	1,401
Net assets released from restrictions for capital asset acquisitions	734	(734)	-	(734)	-
Pension related changes other than net periodic pension costs	2,791	-	-	-	2,791
Donor restricted contributions, net	-	4,968	-	4,968	4,968
Net assets released from restrictions for operations	-	(2,440)	-	(2,440)	(2,440)
Total change in net assets	<u>4,926</u>	<u>1,794</u>	<u>-</u>	<u>1,794</u>	<u>6,720</u>
Net assets at end of year December 31, 2017	77,950	11,596	9,025	20,621	98,571
Change in net assets:					
Excess of revenue over expenses	8,600	-	-	-	8,600
Net assets released from restrictions for capital asset acquisitions	309	(309)	-	(309)	-
Pension related changes other than net periodic pension costs	(6,344)	-	-	-	(6,344)
Donor restricted contributions, net	-	4,842	-	4,842	4,842
Net assets released from restrictions for operations	-	(3,238)	-	(3,238)	(3,238)
Total change in net assets	<u>2,565</u>	<u>1,295</u>	<u>-</u>	<u>1,295</u>	<u>3,860</u>
Net assets at end of year December 31, 2018	<u>\$ 80,515</u>	<u>\$ 12,891</u>	<u>\$ 9,025</u>	<u>\$ 21,916</u>	<u>\$ 102,431</u>

See accompanying notes.

The New York Eye and Ear Infirmary and Affiliates

Consolidated Statements of Cash Flows

	Year Ended December 31	
	2018	2017
	<i>(In Thousands)</i>	
Operating activities		
Change in net assets	\$ 3,860	\$ 6,720
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Provision for bad debts	-	2,987
Depreciation and amortization	8,827	10,763
Net change in unrealized gains and losses on investments	4,268	(2,774)
Net donor restricted contributions	(4,842)	(4,968)
Pension related changes other than net periodic pension costs	6,344	(2,791)
Loss on sale of equipment	-	97
Changes in other operating assets and liabilities:		
Patient accounts receivable, net	(3,955)	667
Inventories and other assets	1,297	(215)
Accounts payable and accrued expenses	206	2,897
Accrued salaries and related liabilities	(422)	400
Other liabilities and due to related organizations	2,293	3,310
Accrued pension liability	(2,799)	(817)
Net cash provided by operating activities	<u>15,077</u>	<u>16,276</u>
Investing activities		
Acquisition of property and equipment, net	(7,063)	(5,412)
Proceeds from sale of equipment	-	883
Funding of self-insurance trust	(660)	-
Increase in investments, net	(3,151)	(3,374)
Net cash used in investing activities	<u>(10,874)</u>	<u>(7,903)</u>
Financing activities		
Net donor restricted contributions	<u>4,842</u>	4,968
Net cash provided by financing activities	<u>4,842</u>	<u>4,968</u>
Net increase in cash and cash equivalents	9,045	13,341
Cash and cash equivalents at beginning of year	28,580	15,239
Cash and cash equivalents at end of year	<u>\$ 37,625</u>	<u>\$ 28,580</u>

See accompanying notes.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements

December 31, 2018

1. Organization and Summary of Significant Accounting Policies

Organization

The New York Eye and Ear Infirmary, d/b/a New York Eye and Ear Infirmary of Mount Sinai (the Infirmary) is a not-for-profit specialty care teaching hospital that provides inpatient, ambulatory, clinical, referred outpatient and urgent care to the community. NYEEI Housing Company, Inc. (the Housing Company) is a not-for-profit corporation incorporated on November 6, 1997, to provide housing and auxiliary facilities for staff members and employees of the Infirmary. During 1998, the Infirmary established the New York Eye and Ear Infirmary Foundation (the Foundation). The Foundation's purpose is to render assistance and make grants to the Infirmary. The Foundation and the Housing Company are controlled by the Infirmary. On March 8, 2011, the NYEE Holding Corporation (Holding Corp), a not-for-profit organization, was incorporated. The sole member of the Holding Corp is the Infirmary. The Holding Corp was established exclusively for the purpose of supporting the charitable mission of the Infirmary.

Prior to September 30, 2013, Continuum Health Partners, Inc. (CHP) was the sole corporate member of Beth Israel Medical Center (BIMC), The St. Luke's-Roosevelt Hospital Center (SLR), and the Infirmary.

On September 30, 2013, BIMC, SLR, and the Infirmary (together, the CHP Entities) consummated a transaction pursuant to which the CHP Entities and The Mount Sinai Hospital (MSH), the Icahn School of Medicine at Mount Sinai (ISMMS), and The Mount Sinai Medical Center, Inc. (MSMC) came together to create the Mount Sinai Health System, an integrated health care system and academic medical center (the Transaction). Pursuant to the Transaction, two new not-for-profit entities were formed: Mount Sinai Health System, Inc. (MSHS) and Mount Sinai Hospitals Group, Inc. (MSHG). MSHG was formed to be the sole member of MSH, BIMC, SLR and the Infirmary. MSHS was formed to be the sole member of MSHG, ISMMS, and MSMC. MSHG has committed to complete a full asset merger of MSH, BIMC, SLR and the Infirmary by no later than December 31, 2019. MSHG has had discussions with New York State Department of Health regarding either alternatives to a full asset merger or a delay in the effective date, but there has not been a change to the full asset merger commitment at the present time.

In February 2018, MSHG and South Nassau Communities Hospital (SNCH) executed a definitive agreement pursuant to which MSHG would become the sole corporate member of SNCH and its "active parent" under New York Law. The transaction became effective in October 2018. Pursuant to the agreement, MSHG agreed to contribute \$120.0 million over a five-year period to be used in support of certain capital projects. As of December 31, 2018, \$20 million has been contributed to SNCH by MSH.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Principles of Consolidation

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting and include the accounts of the Infirmary and its controlled entities: the Housing Company, the Foundation, and the Holding Corp. All significant intercompany accounts and transactions have been eliminated in consolidation.

Related Organizations

Transactions among the Infirmary and related organizations relate principally to the sharing of certain services, facilities, equipment, and personnel and are accounted for on the basis of allocated cost, as agreed among the parties. Amounts due from or to related organizations for these activities do not bear interest. The nature of the Infirmary's transactions with various related organizations is described more fully in Note 9.

Cash and Cash Equivalents

The Infirmary considers highly liquid financial instruments purchased with a maturity of three months or less, excluding pooled investments, to be cash equivalents. Cash and cash equivalents are also held in its investments and pooled investments. Substantially all of the Infirmary's cash and cash equivalents are deposited with five financial institutions at December 31, 2018 and 2017. Included in cash and cash equivalents are amounts in excess of Federal depository insurance limits. Management does not believe the credit risk related to those deposits to be significant.

Patient Accounts Receivable

Patient accounts receivable and net patient service revenue result from the health care services provided by the Infirmary and is reported at the amount that reflects the consideration to which the Infirmary expects to be entitled in exchange for providing patient care. These amounts are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration in determination of transaction price.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Investments

A substantial portion of the Infirmary's investments are pooled for management purposes with those held by related entities. MSMC has custody of investments held in the investment pool and records all of the pooled investments in its financial statements, with a corresponding liability due to each of the participants in the investment pool for their respective share of the pooled investments; the pool participants report their respective share of the investment pool as "pooled investments." Investment earnings on the pooled investments are recorded by the pool participants, based on their pro rata share of the pool's investment returns.

Investments, both pooled and nonpooled, consist of cash and cash equivalents, U.S. government and corporate bonds, money market funds, equity securities, and interests in alternative investments. Debt securities and equity securities with readily determinable values are carried at fair value based on independent published sources (quoted market prices).

Alternative investments (nontraditional, not readily marketable securities), carried in the investment pool, may consist of equity, debt, and derivatives both within and outside the U.S. in multi-strategy hedge funds, event-driven strategies, global investment mandates, distressed securities, and private funds. Alternative investment interests generally are structured such that the investment pool holds a limited partnership interest or an interest in an investment management company. The investment pool's ownership structure does not provide for control over the related investees and the investment pool's financial risk is limited to the carrying amount reported for each investee, in addition to any unfunded capital commitments. Future funding commitments by members of the investment pool for alternative investments aggregated approximately \$182.9 million at December 31, 2018.

Individual investment holdings within the alternative investments include nonmarketable and market-traded debt and equity securities and interests in other alternative investments. The Infirmary may be exposed indirectly to securities lending, short sales of securities and trading in futures and forward contracts, options, and other derivative products. Alternative investments often have liquidity restrictions under which the pooled investment capital may be divested only at specified times. Liquidity restrictions may apply to all or portions of a particular invested amount.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Alternative investments in the pool and pension plan assets are stated at fair value based upon net asset values as a practical expedient. Financial information used to evaluate alternative investments is provided by the respective investment manager or general partner and includes fair value valuations (quoted market prices and values determined through other means) of underlying securities and other financial instruments held by the investee, and estimates that require varying degrees of judgment. The financial statements of the investee companies are audited annually by independent auditors, although the timing for reporting the results of such audits does not coincide with the Infirmary's annual financial statement reporting.

There is uncertainty in determining values of alternative investments arising from factors such as lack of active markets (primary and secondary), lack of transparency into underlying holdings, and time lags associated with reporting by the investee companies. As a result, the estimated fair values might differ from the values that would have been used had a ready market for the alternative investment interests existed and there is at least a reasonable possibility that estimates will change.

Investment Income

Investment income from the investment pool is allocated to investment pool participants using the market-value unit method. The annual spending rate for pooled funds is approved by the Board of Trustees annually (see Note 3). Realized gains and losses from the sale of securities are computed using the average cost method.

In the absence of donor restrictions, investment income, realized gains and losses, the change in net unrealized gains and losses on investments and the change in value of alternative investments are reflected in the accompanying consolidated statements of operations within the excess of revenue over expenses.

Inventories

The Infirmary values its inventories at the lower of cost or net realizable value.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Property and Equipment

Property and equipment are carried at cost and those acquired by gifts and bequests are carried at appraised or fair value established at the date of contribution. Depreciation expense is computed utilizing the straight-line method over the estimated useful lives of the assets which range from three to 40 years. In accordance with the Infirmary's policy, one-half year's depreciation is recorded in the year of asset acquisition, and in the final year of the asset's useful life. When assets are retired or otherwise disposed of, the cost and the related depreciation are reversed from the accounts, and any gain or loss is reflected in current operations. Repairs and maintenance expenditures are expensed as incurred.

Impairment of Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If such assets are deemed to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value. Assets to be disposed of are reported at the lower of the carrying amount or fair value, less costs to sell.

Conditional Asset Retirement Obligations

Asset retirement obligations, reported in other liabilities, are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. Subsequent to initial recognition, the Infirmary records changes in the liability resulting from the passage of time and revisions to either the timing or the amount of the original estimate of undiscounted cash flows. The Infirmary reduces its liabilities when the related obligations are settled. As of December 31, 2018 and 2017, approximately \$2.8 million, of conditional asset retirement obligations are included within other liabilities in the accompanying consolidated statements of financial position.

Net Assets Without Donor Restrictions

Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the organization. These net assets may be used at the discretion of the Infirmary's management and the Board of Trustees.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Net Assets With Donor Restrictions

Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Infirmary or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of operations and changes in net assets.

Faculty Practice Revenue

The Infirmary had a faculty practice plan (FPP) which consisted of employed multispecialty physicians. In accordance with the employment agreements, revenue generated from patient care services provided by the FPP (included as a component of other revenue) was allocated to pay for physicians salaries, support staff, overhead and to fund education and other expenses of a specific department. Beginning in 2017, the Infirmary began the process of transitioning the FPP to the ISMMS faculty practice plan. The transition was completed in January 2018 (see Note 9).

Contributions

Contributions, including unconditional promises to give cash and other assets (pledges), are reported at fair value on the date received. The gifts are reported net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected in net assets with donor restrictions and net assets released from restrictions in the accompanying consolidated financial statements.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Performance Indicator

The consolidated statements of operations include the excess of revenue over expenses as the performance indicator. Changes in net assets without donor restrictions, which are excluded from the excess of revenue over expenses, include pension related changes other than net periodic pension costs and net assets released from restrictions for capital asset acquisitions.

Use of Estimates

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. The most significant estimates relate to patient accounts receivable, amounts due from or to third-party payors, professional liabilities and pension benefit liabilities. Actual results may differ from those estimates.

Tax Status

The Infirmary and the Foundation are Section 501(c)(3) organizations and are exempt from federal, state and local income taxes. The Housing Company qualifies as a Section 501(c)(2) tax exempt organization under existing provisions of the Internal Revenue Code and is exempt from federal, state and local income taxes. The Holding Corp is a corporation as defined in subparagraph (a)(5) of Section 102 of the New York Not-For-Profit Corporation Law. The Holding Corp is a New York State not for profit organization, subject to federal income taxes. The provision for income taxes is immaterial to the consolidated financial statements.

The Tax Cuts and Jobs Act (TCJA) was enacted on December 22, 2017. For tax-exempt entities, TCJA requires organizations to categorize certain fringe benefit expenses as a source of unrelated business income subject to tax, pay an excise tax on compensation above certain thresholds, and record income or losses for tax determination purposes from unrelated business activities on an activity-by-activity basis, among other provisions. Regulations necessary to implement certain aspects of TCJA are expected to be promulgated by the Internal Revenue Service (IRS) in 2019. The effects of income taxes are not material to the accompanying consolidated financial statements.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

Reclassifications

Certain reclassifications have been made to the 2017 consolidated financial statements to conform to the presentation in the 2018 consolidated financial statements.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. (ASU) 2014-09, *Revenue from Contracts with Customers*. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The guidance in ASU 2014-09 supersedes the FASB's current revenue recognition requirements and most industry-specific guidance. The provisions of ASU 2014-09 are effective for the Infirmary for annual reporting periods beginning after December 15, 2018. However, the Infirmary has elected to early adopt ASU 2014-09 effective January 1, 2018 for consistent financial reporting with the Mount Sinai Health System.

The Infirmary adopted ASU 2014-09 following the modified retrospective method of application. As a result, at the adoption of ASU 2014-09, the majority of what was previously classified as the provision for bad debts (representing approximately \$4.0 million for the year ended December 31, 2018) is now reflected as an implicit price concession (as defined in ASU 2014-09) and therefore is included as a reduction to net patient service revenue in the accompanying consolidated statement of operations. For changes in credit issues not assessed at the date of service, the Infirmary will prospectively recognize those amounts as bad debt expense. Bad debt expense is now included as a component of supplies and other expenses in the accompanying consolidated statement of operations. For periods prior to the adoption of ASU 2014-09, the provision for bad debts had been presented consistent with the previous revenue recognition standards that required it to be presented as a separate component of net patient service revenue. Other aspects of the Infirmary's adoption of ASU 2014-09 impacting net patient service revenue, which include judgments regarding collection analyses and estimates of variable consideration and the addition of certain qualitative and quantitative disclosures are reflected in Note 2 to the consolidated financial statements. The adoption of ASU 2014-09 in relation to other revenue activity, did not have a material impact on the accompanying consolidated financial statements.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

In January 2016, the FASB issued ASU 2016-01, *Recognition and Measurement of Financial Assets and Financial Liabilities*. ASU 2016-01 requires entities to classify gains and losses from certain equity investments within its performance indicator. As the Infirmary accounts for its equity investments as trading securities, this change does not have an impact on the recognition of income related to the Infirmary's equity investments. ASU 2016-01 contains an additional provision that eliminates the requirement to disclose the fair value of financial instruments measured at amortized cost for the Infirmary. The amendments of this ASU are applicable for fiscal years beginning after December 31, 2018, however, early adoption is permitted for the provision relating to the elimination of the requirement to disclose the fair value of financial instruments measured at amortized cost. As such, the Infirmary has elected to early adopt this provision and will no longer disclose the fair value of debt within its consolidated financial statements.

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities*. ASU 2016-14 changes how not-for-profit entities report net asset classes, expenses, and liquidity in the financial statements. The guidance is effective for fiscal years beginning after December 15, 2017. The Infirmary adopted ASU 2016-14, effective December 31, 2018. The adoption resulted in the presentation of two classes of net assets, without donor restrictions and with donor restrictions, which were previously presented as unrestricted, temporarily and permanently restricted net assets. Not-for-profits are also required to report all expenses by both functional and natural classification in one location. Additionally, ASU 2016-14 requires additional disclosures around liquidity, which have been included in Note 13. The effects of the adoption of ASU 2016-14 were applied retrospectively except for disclosure of expenses by both natural and functional classification and the disclosures about liquidity and availability of resources, as permitted by ASU 2016-14. The adoption of ASU 2016-14 had no impact on the total net assets previously reported by the Infirmary as of December 31, 2017.

Other Recent Accounting Pronouncements

In February 2016, the FASB ASU 2016-02, *Leases (Topic 842)*. ASU 2016-02 requires the rights and obligations arising from the lease contracts, including existing and new arrangements, to be recognized as assets and liabilities on the statements of financial position, including both finance and operating leases. ASU 2016-02 will require disclosures to help the financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases. The recognition, measurement and presentation of expenses and cash flows arising from a lease will

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

primarily depend on its classification as a finance or operating lease. ASU 2016-02 is effective for the Infirmary beginning January 1, 2020 and will be applied using a modified retrospective approach. The Infirmary is currently in the process of evaluating its lease contracts as well as certain service contracts that may include embedded leases. Additionally, the Infirmary is finalizing its analysis of certain key assumptions that will be utilized at the transition date. The primary effect of the new standard will be to record right-of-use assets and obligations for current operating leases which will have a material impact on the consolidated statement of financial position and significant incremental disclosures in the financial statement footnotes. The transition adjustment is not expected to have a material impact on net assets or the performance indicator on the consolidated statement of operations.

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows – Classification of Certain Cash Receipts and Cash Payments*, which addresses the following eight specific cash flow issues in order to limit diversity in practice: debt prepayment or debt extinguishment costs; settlement of zero-coupon debt instruments or other debt instruments with coupon interest rates that are insignificant in relation to the effective interest rate of the borrowing; contingent consideration payments made after a business combination; proceeds from the settlement of insurance claims; proceeds from the settlement of corporate-owned life insurance policies, including bank-owned life insurance policies; distributions received from equity method investees; beneficial interests in securitization transactions; and separately identifiable cash flows and application of the predominance principle. The provisions of ASU 2016-15 are effective for the Infirmary for annual periods beginning after December 15, 2018, and interim periods thereafter. Early adoption is permitted. Adoption of ASU 2016-15 is not expected to have a material impact on the Infirmary's consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows – Restricted Cash*, which requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The provisions of ASU 2016-18 are effective for the Infirmary for annual periods beginning after December 15, 2018 and interim periods thereafter. Early adoption is permitted. The Infirmary has not completed the process of evaluating the impact of ASU 2016-18 on its consolidated financial statements.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

In March 2017, the FASB issued ASU 2017-07, *Compensation—Retirement Benefits: Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*. ASU 2017-07 addresses how employers that sponsor defined benefit pension and/or other postretirement benefit plans present the net periodic benefit cost in the income statement. Employers will be required to present the service cost component of net periodic benefit cost in the same income statement line item as other employee compensation costs arising from services rendered during the period. Employers will present the other components of the net periodic benefit cost separately from the line item that includes the service cost and outside of any subtotal of operating income, if one is presented. The standard is effective for the Infirmary for annual periods beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. Early adoption is permitted as of the beginning of an annual period for which financial statements have not been issued. Adoption of ASU 2017-07 will require the Infirmary to include the service cost component of net periodic benefit cost related to its cash balance defined benefit plan and other postretirement plan (aggregate of approximately \$3.2 million and \$3.4 million for 2018 and 2017, respectively) within employee benefits on the consolidated statements of operations and to present all other components of net periodic benefit cost as a separate line item excluded from the subtotal for deficiency of operating revenue over operating expenses before other items. Net periodic benefit cost is reported currently within employee benefits expense on the consolidated statements of operations.

In June 2018, the FASB issued ASU 2018-08, *Clarifying the Scope and Accounting Guidance for Contributions Received and Contributions Made*, which clarifies existing guidance in order to address diversity in practice in classifying grants (including governmental grants) and contracts received by NFPs. This guidance will likely result in more grants and contracts being accounted for as contributions rather than exchange transactions. The standard clarifies the guidance on how entities determine when a contribution is conditional. The clarified guidance applies to all entities (including business entities) that make or receive contributions, except for certain transactions such as transfers of assets business entities receive from government entities (e.g. a government grant to a for-profit biotechnology company). The provisions of ASU 2018-08 are effective for annual periods beginning after June 15, 2018, and interim periods thereafter. Early adoption is permitted. Amendments should be applied on a modified prospective basis to agreements that are not completed as of the effective date and to agreements entered into after the effective date. Retrospective application is permitted. The Infirmary is currently evaluating the potential impact of ASU 2018-08 on its consolidated financial statements.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal use software license). The accounting for the service element of a hosting arrangement that is a service contract is not affected by the standard. ASU 2018-15 will require an entity (customer) in a hosting arrangement that is a service contract to follow the guidance in Subtopic 350-40 to determine which implementation costs to capitalize as an asset related to the service contract and which costs to expense. ASU 2018-15 also requires the entity (customer) to expense the capitalized implementation costs of a hosting arrangement that is a service contract over the term of the hosting arrangement. The amendments in this Update also require the entity to present the expense related to the capitalized implementation costs in the same line item in the statement of income as the fees associated with the hosting element (service) of the arrangement and classify payments for capitalized implementation costs in the statement of cash flows in the same manner as payments made for fees associated with the hosting element. The entity is also required to present the capitalized implementation costs in the statement of financial position in the same line item that a prepayment for the fees of the associated hosting arrangement would be presented. The amendments in ASU 2018-15 are effective for annual reporting periods beginning after December 15, 2020, and interim periods thereafter. Early adoption is permitted. The amendments should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. The Infirmary has not completed the process of evaluating the impact of ASU 2018-15 on its consolidated financial statements.

The FASB has amended certain guidance related to various disclosures in ASU 2018-09, *Codification Improvements*, ASU 2018-13, *Technical Corrections and Improvements to Financial Instruments—Overall (Subtopic 825-10)—Recognition and Measurement of Financial Assets and Financial Liabilities*, and ASU 2018-14, *Compensation—Retirement Benefits—Defined Benefit Plans—General (Subtopic 715-20)—Disclosure Framework—Changes to the Disclosure Requirements for Defined Benefit Plans*. Among various provisions, ASU 2018-09 may result in additional assets included in an entity’s fair value disclosure table if, among other criteria, net asset value has public visibility. ASU 2018-13 includes several disclosure changes involving transfers between the fair value levels and other updates related to fair value level 3 investments. ASU 2018-13 also requires entities that use the practical expedient to measure the fair value of certain

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

1. Organization and Summary of Significant Accounting Policies (continued)

investments at their net asset values to disclose (1) the timing of liquidation of an investee's assets and (2) the date when redemption restrictions will lapse, but only if the investee has communicated this information to the entity or announced it publicly. The guidance in ASU 2018-14 requires all sponsors of defined benefit plans to provide certain new disclosures: the weighted-average interest crediting rate for cash balance plans and other plans with promised interest crediting rates and an explanation of the reasons for significant gains and losses related to changes in the benefit obligation for the period. Among other changes, ASU 2018-14 eliminates the required disclosure for all sponsors of defined benefit plans to disclose the amounts in accumulated other comprehensive income expected to be recognized as components of net periodic benefit cost over the next fiscal year. The updates noted above have effective dates as follows with early adoption permitted: ASU 2018-09: fiscal years beginning after December 15, 2018; ASU 2018-13: fiscal years beginning after December 15, 2019; and ASU 2018-14: fiscal years ending after December 15, 2021. The Infirmary has not completed the process of evaluating the impact of ASU 2018-09, ASU 2018-13 and ASU 2018-14 on its consolidated financial statements.

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue

For periods commencing January 1, 2018

Effective January 1, 2018 upon the adoption of ASU 2014-09, net patient service revenue is reported at the amount that reflects the consideration for which the Infirmary expects to be entitled in exchange for providing patient care.

The Infirmary uses a portfolio approach as a practical expedient to account for categories of patient contracts as collective groups rather than recognizing revenue on an individual contract basis. The portfolio consists of major payor classes for inpatient revenue and outpatient revenue. Based on historical collection trends and other analyses, the Infirmary believes that revenue recognized by utilizing the portfolio approach approximates the revenue that would have been recognized if an individual contract approach were used.

The Infirmary's initial estimate of the transaction price for services provided to patients subject to revenue recognition is determined by reducing the total standard charges related to the patient services provided by various elements of variable consideration, including contractual adjustments, discounts, implicit price concessions, and other reductions to the Infirmary's standard charges. The Infirmary determines the transaction price associated with services provided to

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

patients who have third-party payor coverage on the basis of contractual or formula-driven rates for the services rendered (see description of third-party payor payment programs below). The estimates for contractual allowances and discounts are based on contractual agreements, the Infirmary's discount policies and historical experience. For uninsured and under-insured patients who do not qualify for charity care, the Infirmary determines the transaction price associated with services rendered on the basis of charges reduced by implicit price concessions. Implicit price concessions included in the estimate of the transaction price are based on the Infirmary's historical collection experience for applicable patient portfolios.

Generally, the Infirmary bills patients and third-party payors after the services are performed and the patient is discharged. Net patient service revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Infirmary. Net patient service revenue for performance obligations satisfied over time is recognized based on actual charges incurred in relation to total charges. The Infirmary believes that this method provides a reasonable depiction of the transfer of services over the term of the performance obligation based on the services needed to satisfy the obligation. Generally, performance obligations satisfied over time relate to patients receiving inpatient acute care services or patients receiving services in the Infirmary's outpatient settings. The Infirmary measures the performance obligation from admission into the Infirmary or the commencement of an outpatient service to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge or the completion of the outpatient visit.

As substantially all of its performance obligations relate to contracts with a duration of less than one year, the Infirmary has elected to apply the optional exemption provided in ASU 2014-09 and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations referred to above are primarily related to inpatient acute care services at the end of the reporting period for patients who remain admitted at that time (in-house patients). The performance obligations for in-house patients are generally completed when the patients are discharged, which for the majority of the Infirmary's in-house patients occurs within days or weeks after the end of the reporting period.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

**2. Accounts Receivable for Services to Patients and Net Patient Service Revenue
(continued)**

Subsequent changes to the estimate of the transaction price (determined on a portfolio basis when applicable) are generally recorded as adjustments to patient service revenue in the period of the change. For the year ended December 31, 2018, the net effect of the Infirmary's revisions to prior year estimates of patient accounts receivable resulted in revenue of approximately \$4.5 million which is recorded in net patient service revenue in the consolidated statement of operations. Portfolio collection estimates are updated based on collection trends. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay (determined on a portfolio basis when applicable) are recorded as bad debt expense. Bad debt expense for the year ended December 31, 2018 was not significant.

The Infirmary has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the following factors: payors, lines of business and timing of when revenue is recognized. Tables providing details of these factors are presented below.

Net patient service revenue disaggregated by payor for the year ended December 31, 2018, is as follows (in thousands):

Medicare	\$ 23,737
Medicare HMO	15,968
Medicaid	13,751
Medicaid HMO	37,269
Blue Cross	8,239
Managed care	32,636
Commercial and other	13,300
Self-pay	1,035
	<u>\$ 145,935</u>

Deductibles, copayments and coinsurance under third-party payment programs which are the patient's responsibility are included within the category above.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

**2. Accounts Receivable for Services to Patients and Net Patient Service Revenue
(continued)**

Net patient service revenue disaggregated by lines of service for the year ended December 31, 2018 is as follows (in thousands):

Inpatient services	\$ 19,085
Outpatient services	<u>126,850</u>
	<u>\$ 145,935</u>

At December 31, 2018, patient accounts receivable, net is comprised of the following components (in thousands):

Patient receivables	\$ 14,294
Contract assets	<u>224</u>
	<u>\$ 14,518</u>

Contract assets are related to in-house patients who were provided services during the reporting period but were not discharged as of the reporting date and for which the Infirmary does not have the right to bill.

The allowance for doubtful accounts was not significant at December 31, 2018. The allowance for doubtful accounts was approximately \$6.4 million at December 31, 2017.

Settlements with third-party payors (see description of third-party payor payment programs below) for cost report filings and retroactive adjustments due to ongoing and future audits, reviews or investigations are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Infirmary's historical settlement activity (for example, cost report final settlements or repayments related to recovery audits), including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the retroactive adjustment is subsequently resolved. Such estimates are determined through either a probability-weighted estimate or an estimate of the most likely amount, depending on the circumstances related to a given estimated settlement item. Estimated settlements are

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

**2. Accounts Receivable for Services to Patients and Net Patient Service Revenue
(continued)**

adjusted in future periods as adjustments become known (that is, new information becomes available), or as years are settled or are no longer subject to such audits, reviews, and investigations. For the year ended December 31, 2018, the net effect of the Infirmary's revisions to prior year estimates and third-party settlements resulted in revenue of approximately \$861,000 which is recorded in other items in the 2018 consolidated statement of operations.

For periods through December 31, 2017

Prior to the adoption of ASU 2014-09, the Infirmary recognized patient service revenue at the estimated net realizable amounts associated with services provided to patients who have third-party payor coverage on the basis of contractual or formula-driven rates for the services rendered (see description of third-party payor payment programs below) and included estimated retroactive revenue adjustments due to ongoing and future audits, reviews and investigations. For uninsured and under-insured patients who did not qualify for charity care, the Infirmary recognized revenue on the basis of charges. Under the charity care policy, a patient who had no insurance or was under-insured and was ineligible for any government assistance program had his or her bill reduced to (1) the lesser of charges or the Medicaid diagnostic-related group for inpatient and (2) a discount from Medicaid fee-for-service rates for outpatient.

Patient service revenue for the year ended December 31, 2017, net of contractual allowances and discounts (but before the provision for bad debts), recognized from these major payor sources based on primary insurance designation, is as follows (in thousands):

Third-party payors		\$ 135,589
Self-pay		<u>2,779</u>
		<u>\$ 138,368</u>

Deductibles, copayments and coinsurance under third-party payment programs within the third-party payors amounts above are the patient's responsibility and the Infirmary considered these amounts in its determination of the provision for bad debts based on collection experience.

Accounts receivable is recorded at its expected net realizable value. In evaluating the collectibility of accounts receivable, the Infirmary analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowances and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

**2. Accounts Receivable for Services to Patients and Net Patient Service Revenue
(continued)**

The allowance for doubtful accounts for self-pay patients was approximately 45% of self-pay accounts receivable as of December 31, 2017.

Revenue from the Medicare and Medicaid programs accounted for approximately 19% and 3%, respectively, of the Infirmary's net patient service revenue for the year ended December 31, 2017.

For services provided through December 31, 2017, net patient service revenue and the related accounts receivable estimates are subject to the accounting requirements prior to the adoption of ASU 2014-09. Estimates for the allowance for doubtful accounts pertaining to this service period are reevaluated monthly and certain revisions to such estimates continue to be made based on recent collection trends and management's expectations for the ultimate collection of accounts receivable balances existing at December 31, 2017.

Third-Party Payment Programs

The Infirmary has agreements with third-party payors that provide for payment for services rendered at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare: Hospitals are paid for most Medicare patient services under national prospective payment systems and other methodologies of the Medicare program for certain other services. Federal regulations provide for adjustments to current and prior years' payment rates, based on industry-wide and Hospital-specific data.

Non-Medicare: In New York, hospitals and all non-Medicare payors (including Medicare and Medicaid managed care plans), except Medicaid, workers' compensation and no-fault insurance programs, negotiate hospitals' payment rates. Outpatient services also are paid based on a statewide prospective system. Medicaid rate methodologies are subject to approval at the Federal level by the Centers for Medicare and Medicaid Services (CMS), which may routinely request information about such methodologies prior to approval. Revenue related to specific rate components that have not been approved by CMS is not recognized until the Infirmary is reasonably assured that such amounts are realizable. Adjustments to the current and prior years' payment rates for those payors will continue to be made in future years.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

2. Accounts Receivable for Services to Patients and Net Patient Service Revenue (continued)

Other Third-Party Payors: The Infirmary also has entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Infirmary under these agreements includes prospectively determined rates per discharge or days of hospitalization and discounts from established charges.

Medicare cost reports, which serve as the basis for final settlement with the Medicare program, have been audited by the Medicare fiscal intermediary and settled through 2015 although revisions to final settlements or other retroactive changes could be made. Other years and various issues remain open for audit and settlement, as are numerous issues related to the New York State Medicaid program for prior years. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount when open years are settled, audits are completed and additional information is obtained.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. As a result of investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Infirmary's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon the Infirmary. The Infirmary is not aware of any allegations of non-compliance that could have a material adverse effect on the accompanying consolidated financial statements and believes that it is in compliance with all applicable laws and regulations. In addition, certain contracts the Infirmary has with commercial payors also provide for retroactive audit and review of claims.

There are various proposals at the federal and state levels that could, among other things, significantly change payment rates or modify payment methods. The ultimate outcome of these proposals and other market changes, including the potential effects of or revisions to health care reform that has been or will be enacted by the federal and state governments, cannot be determined presently. Future changes in the Medicare and Medicaid programs and any reduction of funding could have an adverse impact on the Infirmary. Additionally, certain payors' payment rates for various years have been appealed by the Infirmary. If the appeals are successful, additional income applicable to those years could be realized.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

**2. Accounts Receivable for Services to Patients and Net Patient Service Revenue
(continued)**

The Infirmary grants credit without collateral to its patients, most of whom are insured under third-party payor agreements. Significant concentrations of patient accounts receivable, net at December 31, 2018 and 2017 are as follows:

	<u>2018</u>	<u>2017</u>
Medicare	10%	12%
Medicaid	20	1
Blue Cross	15	12
Managed Care and other	50	70
Self-pay	5	5
	<u>100%</u>	<u>100%</u>

Uncompensated Care and Community Benefit Expense

For patients who are deemed eligible for charity care and patients who apply and qualify for financial aid under the Infirmary's financial aid policy, care given but not paid for is classified as charity care. For the years ended December 31, 2018 and 2017, the estimated cost of charity care was approximately \$2.4 million and \$2.6 million, respectively. The estimated cost of charity care includes the direct and indirect cost of providing charity care services and is estimated by utilizing a ratio of cost to gross charges applied to the gross uncompensated charges associated with providing charity care.

For the year ended December 31, 2018, the Infirmary recorded approximately \$4.0 million of implicit price concessions as a direct reduction of net patient service revenue that would have been recorded as provision for bad debts prior to adoption of ASU 2014-09. At December 31, 2018, the Infirmary recorded approximately \$9.4 million as a direct reduction of patient accounts receivable that would have been reflected as allowance for uncollectable accounts prior to the adoption of ASU 2014-09. For patient services provided prior to December 31, 2017, uncollected amounts for patients who were determined by the Infirmary to have the ability to pay but did not, were classified as provision for bad debt (\$3.0 million in 2017).

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

3. Investments

Investments are maintained as follows:

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Pooled investments	\$ 34,669	\$ 35,546
Short-term investments	4,674	5,518
Other investments	8,362	7,758
	<u>\$ 47,705</u>	<u>\$ 48,822</u>

The following table summarizes the composition of the total investment pool at December 31, 2018 and 2017; the Infirmary's interests in the pooled investment components is proportionate based on the ratio of its pooled investment balance to the total of the pool. The Infirmary owned 2.00% and 2.05% of the investment pool at December 31, 2018 and 2017, respectively.

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Cash and cash equivalents	\$ 43,870	\$ 9,243
Fixed income:		
Mutual funds	4,241	13,458
Equities:		
U.S. equities	129,962	131,993
Global equities	47,802	54,460
Non-U.S. equities	133,291	164,884
Alternative investments:		
Hedge funds:		
Long-only equity ^(a)	213,772	212,773
Hedged equity ^(b)	324,872	326,244
Long/short credit ^(c)	35,809	44,334
Open mandate ^(d)	283,157	357,410
Macro ^(e)	122,529	74,434
Private investments:		
Equity ^(f)	75,217	50,522
Credit/distressed ^(g)	93,815	97,493
Real assets ^(h)	224,672	200,557
	<u>\$ 1,733,009</u>	<u>\$ 1,737,805</u>

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

3. Investments (continued)

- (a) Investments, consisting of publicly traded equity holdings with long positions.
- (b) Investments, consisting primarily of publicly traded equity holdings with both long and short positions.
- (c) Investments, consisting primarily of publicly traded credit holdings with both long and short positions.
- (d) Investments with a balanced mix of asset exposures and strategies. Underlying exposures primarily include publicly traded equity and credit positions in fundamental value, relative value, and various arbitrage strategies. Investments may reflect a tilt towards equity or credit with hedging and hold large cash positions if value opportunities are not found.
- (e) Investments focused on global macro dislocations rather than micro driven opportunities. Holdings are both long and short in equity, fixed income, currency, and futures markets.
- (f) Investments targeting buyout, growth equity, and venture opportunities that require time to reach realization.
- (g) Investments in structured credit, claims, or distressed positions of either a minority or controlling interest that require time to reach realization.
- (h) Real estate, natural resources, and asset backed royalty investments that require time to reach realization.

The total return on the pooled investments comprises the following for the years ended December 31:

	2018	2017
	<i>(In Thousands)</i>	
Interest and dividend income	\$ 6,615	\$ 6,173
Net realized gains on sales of securities	80,920	70,730
Change in net unrealized gains and losses and change in value of alternative investments	(124,976)	115,721
Fees and other expenses	(7,136)	(6,300)
	\$ (44,577)	\$ 186,324

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

3. Investments (continued)

The Infirmary was allocated a total investment return from the pool based on agreements among the pool participants and donor stipulations of approximately \$(0.9) million and \$3.9 million in 2018 and 2017, respectively.

The composition of non-pooled investments at December 31, 2018 and 2017, is as follows:

	2018	2017
	<i>(In Thousands)</i>	
Cash and cash equivalents	\$ 2,393	\$ 2,128
Marketable equity securities	5,483	5,718
Mutual funds	5,160	5,430
	\$ 13,036	\$ 13,276

Investment income on investments, including pooled investments, is comprised of the following for the years ended December 31, 2018 and 2017:

	2018	2017
	<i>(In Thousands)</i>	
Interest and dividend income	\$ 513	\$ 279
Net realized gains on sales of securities	1,232	598
Change in net unrealized gains and losses on investments and change in value of alternative investments	(4,268)	2,774
	\$ (2,523)	\$ 3,651

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

4. Property and Equipment

Property and equipment consist of the following:

	December 31	
	2018	2017
	<i>(In Thousands)</i>	
Land	\$ 2,512	\$ 2,512
Buildings and fixed equipment	101,866	105,477
Major movable equipment	111,168	107,910
	<u>215,546</u>	<u>215,899</u>
Less: accumulated depreciation	<u>(172,396)</u>	<u>(170,293)</u>
	43,150	45,606
Construction-in-progress	3,290	2,598
Property and equipment, net	<u>\$ 46,440</u>	<u>\$ 48,204</u>

Depreciation expense amounted to approximately \$8.6 million and \$10.6 million in 2018 and 2017, respectively. The Infirmary accelerated depreciation of a building from the Housing Company, which was demolished in 2018. The accelerated depreciation charge included in depreciation and amortization in the accompanying consolidated statement of operations was approximately \$1.1 million for the year ended December 31, 2017.

During 2017, the Infirmary sold certain equipment (historical cost of approximately \$1.6 million with accumulated depreciation of \$626,000) for approximately \$883,000, resulting in a loss on sale of \$97,000.

5. Estimated Professional Liability Costs

Since June 2003, the Infirmary has purchased malpractice insurance on an occurrence basis. The current policy limit is \$1.3 million per occurrence and \$3.9 million in the aggregate. The Infirmary has \$10 million in excess liability coverage per claim and in aggregate.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

5. Estimated Professional Liability Costs (continued)

Professional liabilities insurance recoveries receivables represent amounts due from commercial insurance companies for medical malpractice liabilities. A corresponding liability is recorded in professional liabilities in the accompanying consolidated statements of financial position. The insurance recoveries receivables and related insurance claims liability totaled approximately \$11.5 million and \$12.2 million as of December 31, 2018 and 2017, respectively. Such amounts represent the actuarially determined present value, discounted at 4.0% and 5.0% at December 31, 2018 and 2017, respectively, of insurance claims that are anticipated to be covered by insurance. The current portion of professional liabilities and the related insurance recoveries receivable represent an estimate of expected settlements and insurance recoveries over the next 12 months.

Effective January 1, 2018, the Mount Sinai Health System Self-Insurance Trust (the Self-Insurance Trust) was established to provide coverage in excess of current insurance program limits. Currently, MSH, BIMC, SLR, and the Infirmary participate in the Self-Insurance Trust, which is irrevocable. As of December 31, 2018, the Self-Insurance Trust held investments of \$563,000 on behalf of the Infirmary and a receivable from the Infirmary of approximately \$97,000, both of which are included in beneficial interest in self-insurance trust in the accompanying 2018 consolidated statement of financial position. In addition, as of December 31, 2018, the Self-Insurance Trust had actuarially determined liabilities of approximately \$660,000, discounted at 3.5%, which is included as estimated self-insurance liability in the accompanying 2018 consolidated statement of financial position.

6. Pension Plans

Noncontributory Defined Benefit Pension Plan

The Infirmary maintains a noncontributory defined benefit pension plan (the Plan). Currently, non-exempt employees are eligible for participation after one year of service, attaining 21 years of age and working a minimum of 1,000 hours per calendar year. Per diem employees are not eligible for plan participation. Eligible participants vest after completing five years of service and working a minimum of 1,000 hours per calendar year. The measurement date for the Plan is December 31.

Effective March 31, 2009, the Infirmary froze future benefit accruals with respect to participants classified as exempt employees, and also froze participation in the Plan with respect to any exempt employee who was not a participant in the Plan on that date. Effective January 1, 2017, non-exempt nurses ceased participation in the Plan and began accruing benefits as participants of the New York State Nurses Association Pension Fund.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

6. Pension Plans (continued)

The following table provides a reconciliation of changes in the Plan's benefit obligation and fair value of plan assets for the years ended December 31, 2018 and 2017, and a statement of the funded status of the Plan as of December 31, 2018 and 2017 (the measurement dates):

	<u>2018</u>	<u>2017</u>
	<i>(In Thousands)</i>	
Change in benefit obligation		
Benefit obligation at beginning of year	\$ 151,547	\$ 139,389
Service cost	3,175	3,414
Interest cost	5,861	5,995
Actuarial (gain) loss	(9,760)	10,070
Benefits paid	(7,435)	(6,457)
Curtailment gain	-	(864)
Benefit obligation at end of year	<u>143,388</u>	<u>151,547</u>
Change in plan assets		
Fair value of plan assets at beginning of year	129,796	114,030
Actual return on plan assets	(8,269)	18,762
Employer contributions	4,000	3,461
Benefits paid	(7,435)	(6,457)
Fair value of plan assets at end of year	<u>118,092</u>	<u>129,796</u>
Funded status of plan at end of year	<u>\$ (25,296)</u>	<u>\$ (21,751)</u>

As of December 31, 2018, and 2017, the accumulated benefit obligation is approximately \$137.2 million and \$144.4 million, respectively.

The actuarial gain and actuarial loss in 2018 and 2017, respectively, primarily relates to changes in the discount rate and the adoption of updated mortality tables.

The 2017 curtailment gain was the result of the ceasing of benefit accruals for employees who were transferred from the Infirmary's payroll to the ISMMS payroll and are no longer eligible under the Infirmary's Pension Plan as of December 31, 2017.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

6. Pension Plans (continued)

Amounts recognized in the consolidated balance sheets as of December 31 are as follows:

	2018	2017
	<i>(In Thousands)</i>	
Accrued pension liability	\$ 25,296	\$ 21,751

Included in unrestricted net assets at December 31 are the following amounts that have not yet been recognized in net periodic pension cost:

	2018	2017
	<i>(In Thousands)</i>	
Unrecognized actuarial loss	\$ (36,148)	\$ (29,804)

Net periodic pension cost includes the following components:

	Year Ended December 31	
	2018	2017
	<i>(In Thousands)</i>	
Net periodic pension cost		
Service cost	\$ 3,175	\$ 3,414
Interest cost	5,861	5,995
Expected return on plan assets	(9,291)	(8,438)
Amortization of accumulated loss	1,454	1,673
Net periodic pension cost	\$ 1,199	\$ 2,644
 Changes in unrestricted net assets		
Net loss (gain)	\$ 7,798	\$ (254)
Amortization of accumulated loss	(1,454)	(1,673)
Curtailement gain	—	(864)
Changes in unrestricted net assets	\$ 6,344	\$ (2,791)

The estimated unrecognized actuarial loss included in unrestricted net assets expected to be recognized in net periodic pension cost during the year ending December 31, 2019 is \$1,883,000.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

6. Pension Plans (continued)

Weighted-average assumptions used in determining the actuarial present value of the projected benefit obligation are as follows:

	<u>2018</u>	<u>2017</u>
Discount rate	4.48%	3.91%
Rate of compensation increase	3.00	3.00

Weighted-average assumptions used to determine net periodic pension cost for the years ended December 31 are as follows:

	<u>2018</u>	<u>2017</u>
Discount rate	3.91%	4.39%
Expected long-term return on plan assets	7.25	7.50
Rate of compensation increase	3.00	3.00

The overall expected long-term rate of return on plan assets is based on management's expectations of long-term average rates of return to be achieved by the underlying investment portfolio utilizing historical and expected returns for each asset class as well as current economic and capital market conditions.

Annual contributions are determined by the Infirmary based upon calculations prepared by the Plans' actuary. The expected contribution to the defined benefit pension plan for fiscal year 2019 is approximately \$4.0 million.

The Infirmary expects to pay the following retirement benefit payments (in thousands):

2019	\$	7,144
2020		7,341
2021		7,532
2022		7,755
2023		8,006
2024-2028		42,504

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

6. Pension Plans (continued)

Defined Contribution Pension Plan

On January 1, 2010, the Infirmary established a defined contribution pension plan (DCP Plan), covering all exempt employees due to the freezing of the noncontributory defined benefit pension plan as described above. The Infirmary contributes a discretionary percentage of the exempt employees' regular pay (up to a maximum as defined by IRS limits) to the DCP Plan. The Infirmary contributed approximately \$336,000 and \$412,000 for the years ended December 31, 2018 and 2017, respectively.

7. Net Assets With Donor Restrictions

Net assets with donor restriction are restricted based on either time restrictions, for capital related purposes, or are permanent endowments to be maintained in perpetuity. The income from permanent endowments is expendable to support healthcare services.

The Infirmary follows the requirements of the New York Prudent Management of Institutional Funds Act (NYPMIFA) as they relate to its endowment assets. The Infirmary has interpreted NYPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment fund, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Infirmary classifies as endowment assets the original value of the gifts donated to the permanent endowment and the original value of subsequent gifts to the permanent endowment. Accumulations to the permanent endowment assets are used in accordance with the direction of the applicable donor gift. The remaining portion of the donor-restricted endowment fund that is not classified in net assets with donor restrictions that are perpetual in nature is classified as net assets with donor restrictions that are temporary in nature until the amounts are appropriated for expenditure in accordance with a manner consistent with the standard of prudence prescribed by NYPMIFA. In accordance with NYPMIFA, the Infirmary considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund; (2) the purposes of the Infirmary and the donor-restricted endowment fund; (3) general economic conditions; (4) the possible effect of inflation and deflation; (5) where appropriate and circumstances would otherwise warrant, alternatives to expenditure of the endowment fund, giving due consideration to the effect that such alternatives may have on the institution; (6) the expected total return from income and the appreciation of investments; (7) other resources of the Infirmary; and (8) the investment and spending policies of the Infirmary. The Infirmary's policies provide the guidelines for setting the annual spending rate (5%) and the treatment of any investment returns in excess of the annual spending rate.

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

7. Net Assets With Donor Restrictions (continued)

The endowment spend rate is calculated on the average three-year rolling market value of each endowed fund. Any excess investment returns beyond the spending rate, to the extent available, are added to the endowment fund and classified as net assets with donor restrictions, unless also appropriated for expenditure. The Infirmary expends the income distributed from certain restricted assets on an annual basis in support of health care services.

The Infirmary has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment. Endowment assets are invested in a manner to provide that sufficient assets are available as a source of liquidity for the intended use of the funds, achieve the optimal return possible within the specified risk parameters, prudently invest assets in a high-quality diversified manner, and adhere to the established guidelines.

To satisfy its long-term rate-of-return objectives, the Infirmary relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Infirmary targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Net assets with donor restrictions that are temporary in nature are available to support program activities as stipulated by donors. Net assets with donor restrictions that are perpetual in nature are restricted to investment in perpetuity with the income expendable to support program activities as stipulated by donors. Net assets with donor restrictions that are temporary in nature are restricted as follows at December 31:

	2018	2017
	<i>(In Thousands)</i>	
Health education	\$ 2,021	\$ 2,003
Program improvement	6,738	5,500
Medical research	3,957	3,617
Capital	175	476
	\$ 12,891	\$ 11,596

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

7. Net Assets With Donor Restrictions (continued)

Net assets with donor restrictions that are perpetual in nature are restricted as follows at December 31:

	2018	2017
	<i>(In Thousands)</i>	
Investments to be held in perpetuity, the income from which is to support healthcare services	\$ 9,025	\$ 9,025

Investments to be held in perpetuity are included in pooled investments in the accompanying consolidated statements of financial position.

During 2018 and 2017, net assets were released from restrictions as follows:

	2018	2017
	<i>(In Thousands)</i>	
Operations (health education, program improvement, and medical research)	\$ 3,238	\$ 2,440
Capital	309	734
	\$ 3,547	\$ 3,174

8. Functional Expenses

The Infirmary provides general healthcare and other services to residents within its geographical location. Expenses related to providing these services for the year ended December 31, 2018 are as follows:

	Health Care and Related Services	Program Support and General Services	Total
	<i>(In Thousands)</i>		
Salaries	\$ 48,112	\$ 6,561	\$ 54,673
Employee Benefits	12,408	1,692	14,100
Supplies and other expenses	56,568	7,714	64,282
Insurance	2,706	369	3,075
Depreciation and amortization	7,768	1,059	8,827
	\$ 127,562	\$ 17,395	\$ 144,957

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

8. Functional Expenses (continued)

Prior to the adoption of ASU 2016-14, general healthcare and other services expenses related to providing these services for the year ended December 31, 2017 were as follows (in thousands):

Health care and related services	\$ 128,992
Program support and general services	<u>17,398</u>
	<u>\$ 146,390</u>

9. Related Organizations

The Infirmary has various transactions with other affiliated organizations of MSHS. The following table summarizes amounts due (to) from related organizations at December 31:

	2018	2017
	<i>(In Thousands)</i>	
MSH, net intercompany transactions ^(a)	\$ (1,708)	\$ (1,258)
BIMC, net intercompany transactions ^(b)	(672)	199
ISMMS, net intercompany transactions ^(c)	<u>(742)</u>	<u>(1,844)</u>
	<u>\$ (3,122)</u>	<u>\$ (2,903)</u>

(a) The Infirmary, as a member of MSHS, shares many costs with its related entities. Transactions charged (at cost) by MSH to the Infirmary totaled approximately \$8.8 million and \$6.5 million during the years ended December 31, 2018 and 2017, respectively. These transactions include payroll and benefits charges and various other shared services. When one entity incurs costs on behalf of the others, an intercompany receivable or liability is established.

(b) Amounts due to BIMC relate to payroll and benefits charges and various other shared services. Amounts due from BIMC related to the cost of residents provided by the Infirmary to BIMC and amounts due to the Infirmary for faculty practice plan revenue billed by BIMC on behalf of the Infirmary.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

9. Related Organizations (continued)

- (c) During 2017, the Infirmary began the process of transitioning physicians out of the Infirmary FPP and into the ISMMS FPP. As a result, the operations related to the faculty members are included in the consolidated financial statements of ISMMS and are no longer included in other revenue and expenses of the Infirmary. Under the new model, the Infirmary purchases professional services from ISMMS for the clinical care of its patients, teaching and supervising of its residents, the performance of certain administrative functions, and various strategic initiatives. Net transactions charged (at cost) by ISMMS to the Infirmary totaled approximately \$13.3 million and \$12.3 million during the years ended December 31, 2018 and 2017, respectively.

Amounts due to related organizations are classified as current liabilities in the accompanying consolidated statements of financial position based on when payment is expected.

10. Commitments and Contingencies

Litigation

The Infirmary is involved in litigation arising in the normal course of business. The ultimate outcome of these cases cannot be predicted at this time. After consultation with legal counsel, management does not believe that the ultimate outcome of these matters will have a material adverse effect on the Infirmary's future consolidated financial position or results from operations.

Professional liability claims have been asserted against the Infirmary by various claimants. The claims are in various stages of processing and some may ultimately be brought to trial. There are known incidents occurring through December 31, 2018, that may result in the assertion of additional claims and other claims may be asserted arising from services provided to patients in the past. It is the opinion of the Infirmary management, based on prior experience, that adequate insurance is maintained to provide for all significant professional liability losses.

Operating Leases

The Infirmary leases various facilities under operating leases expiring through and including July 31, 2021. Total rent paid in 2018 and 2017 was approximately \$2.9 million and \$2.2 million, respectively.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

10. Commitments and Contingencies (continued)

Future payments under the non-cancelable lease consist of the following at December 31, 2018 (in thousands):

2019	\$	2,916
2020		3,000
2021		3,008
2022		3,180
2023		3,274
Thereafter		14,319

11. Fair Values of Financial Instruments

For assets and liabilities requiring fair value measurement, the Infirmary measures fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Infirmary follows a fair value hierarchy based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date.

The three levels are defined as follows:

Level 1 – Quoted prices (unadjusted) in active markets that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2 – Observable inputs that are based on inputs not quoted in active markets, but corroborated by market data.

Level 3 – Unobservable inputs are used when little or no market data is available. The fair value hierarchy gives the lowest priority to Level 3 inputs.

The financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. In determining fair value, the Infirmary uses valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible, as well as considers non-performance risk in its assessment of fair value. Investments valued based upon net asset value (NAV) are not subject to the valuation hierarchy.

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

11. Fair Values of Financial Instruments (continued)

Financial assets carried at fair value by the Infirmary as of December 31, 2018 are classified in the tables below in one of the three categories described above:

	2018			
	Level 1	Level 2	Level 3	Total
	<i>(In Thousands)</i>			
Cash and cash equivalents	\$ 40,018	\$ —	\$ —	\$ 40,018
Marketable equity securities	5,483	—	—	5,483
Mutual funds	5,160	—	—	5,160
	\$ 50,661	\$ —	\$ —	\$ 50,661
Investments measured at NAV as a practical expedient:				
Pooled investments				34,669
				\$ 85,330

Financial assets carried at fair value by the Infirmary as of December 31, 2017 are classified in the tables below in one of the three categories described above:

	2017			
	Level 1	Level 2	Level 3	Total
	<i>(In Thousands)</i>			
Cash and cash equivalents	\$ 30,708	\$ —	\$ —	\$ 30,708
Marketable equity securities	5,718	—	—	5,718
Mutual funds	5,430	—	—	5,430
	\$ 41,856	\$ —	\$ —	\$ 41,856
Investments measured at NAV as a practical expedient:				
Pooled investments				35,546
				\$ 77,402

The New York Eye and Ear Infirmary and Affiliates

Notes to Consolidated Financial Statements (continued)

11. Fair Values of Financial Instruments (continued)

The following is a summary of total investments in the investment pool with restrictions to redeem the investments at the measurement date, any unfunded capital commitments, and investment strategies of the investees as of December 31, 2018:

Description of Investment	Carrying Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period	Funds Availability
<i>(In Thousands)</i>					
Hedge funds:					
Long-only equity	\$ 213,772	\$ —	Monthly/5 years	30 to 90 days	3 to 30 days
Hedged equity	324,872	—	Monthly/rolling 3 years	30 to 90 days	30 to 45 days
Long/short credit	35,809	—	Quarterly	90 days	30 days
Open mandate	283,157	—	Quarterly/annually	60 to 90 days	30 days
Macro	122,529	—	Quarterly/Semi-Annually	45 to 90 days	30 days
Private investments:					
Equity	75,217	89,029	N/A	N/A	N/A
Credit/distressed	93,815	21,974	Monthly	30 days and N/A	180 days and N/A
Real assets	224,672	71,900	N/A	N/A	N/A
	<u>\$ 1,373,843</u>	<u>\$ 182,903</u>			

Defined Benefit Plan Assets

The fair values of plan assets at December 31 are as follows:

	2018			
	Level 1	Level 2	Level 3	Total
<i>(In Thousands)</i>				
Cash and cash equivalents	\$ 1,025	\$ —	\$ —	\$ 1,025
Marketable equity securities	12,519	—	—	12,519
Fixed income	20,666	—	—	20,666
	<u>\$ 34,210</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 34,210</u>
Investments measured at NAV as a practical expedient:				
Alternative investments				83,883
				<u>\$ 118,093</u>

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

11. Fair Values of Financial Instruments (continued)

	2017			
	Level 1	Level 2	Level 3	Total
	<i>(In Thousands)</i>			
Cash and cash equivalents	\$ 1,881	\$ —	\$ —	\$ 1,881
Marketable equity securities	15,233	—	—	15,233
Fixed income	23,716	—	—	23,716
	\$ 40,830	\$ —	\$ —	40,830
Investments measured at NAV as a practical expedient:				
Alternative investments				88,966
				\$ 129,796

12. Other Revenue

Other revenue includes operating revenues that are not directly related to the Infirmary's patient services. Major items included in other revenue are revenues derived from faculty practice plans, the Housing Company and rental income in 2017 and rental income in 2018.

13. Liquidity and Available Resources

Financial assets available for general expenditure within one year of the consolidated statement of financial position date, consist of the following:

Cash and cash equivalents	\$ 37,625
Short-term investments	4,674
Patient accounts receivable, net	14,518
Pooled investments, net of donor restricted assets	12,753
	\$ 69,570

The New York Eye and Ear Infirmary and Affiliates
Notes to Consolidated Financial Statements (continued)

14. Subsequent Events

For purposes of the accompanying consolidated financial statements, the Infirmary has considered for accounting and disclosure events that occurred through March 29, 2019, the date the consolidated financial statements were issued. There were no subsequent events transactions that either resulted in recognition in the accompanying consolidated financial statements or required additional disclosure.

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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:

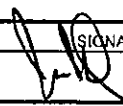
Location					Description of Functional Code (enter Functional code in Column D, description appears here automatically)	Functional Gross SF	Construction cost per SF	Total construction cost	Alterations, Scope of work
A	B	C	D	E					
Sub project	Building	Floor	section	Functional Code					
N/A	M	C	N/A	N/A	Public & Building Support; OP Psych Clinic, Pharmacy, Food Services, Clinical support, On-Call Suite, Facilities Management	23,260	\$693.38	\$16,128,089	C
N/A	M	1	N/A	N/A	Public & Building Support, Crisis & Respite, Central Intake, Partial Hospitalization Program, Intensive Outpatient Program, Loading Dock	22,676	\$693.38	\$15,723,154	C
N/A	M	2	N/A	N/A	Public & Building Support, Outpatient Integrated Behavioral Health/Primary Care Clinics	19,772	\$693.38	\$13,709,569	C
N/A	M	3	N/A	N/A	Public & Building Support, Inpatient Psychiatric Beds, Extended Observation Beds	19,772	\$693.38	\$13,709,569	C
N/A	M	4	N/A	N/A	Public & Building Support, Inpatient Psychiatric Beds	19,772	\$693.38	\$13,709,569	C
N/A	M	5	N/A	N/A	Public & Building Support, Inpatient Chemical Dependency Beds	19,772	\$693.38	\$13,709,569	C
N/A	M	6	N/A	N/A	Public and Building Support, Administration, Physician & Research Offices	9,101	\$693.38	\$6,310,479	C
Totals for Whole Project:						134,125	\$693.38	\$93,000,000	C

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 NO N/A

	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 July 11, 2019		
PRINT NAME Jeremy Boal, M.D.			TITLE President		
NAME OF FIRM Mount Sinai Beth Israel					
STREET & NUMBER First Avenue at 16th Street					
CITY New York		STATE New York		ZIP 10003	
PHONE NUMBER (212) 420-2873					

Schedule 11 Attachment

1. Moveable Equipment List

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 - Moveable Equipment
 For Article 28, 38, and 40 Construction Projects Requiring Full or Administrative Review

Table 1. New Equipment Description

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture, where applicable	MEQ/EQUIPMENT	Number of Units	Unit Price	Amount of Purchase Price
ACT	CACSZ-015	Cart, Supply, Chrome, 60 Inch, Super Erecta 60" W x 24" D x 80" H		3	\$1,144.93	\$3,434.79
ACT	CRKSU-008	Card Truck, Soiled Utility, Rubbermaid, 4612 Cube Truck, 12 CF, Black		1	\$251.64	\$251.64
ACT	CFHWA-009	Coffee Maker, Automatic, 1-2 Warner, Burn-O-Matic/CWTF15-1		1	\$1,026.00	\$1,026.00
ACT	GLVQB-001	Dispenser, Glove, Quadruple Box, Bowman, GP-081 Clear Plastic		3	\$49.00	\$147.00
ACT	DSPHS-007	Dispenser, Hand Sanitizer, Wall Mount, GOJO, PureITXF Touch Free 2720-12		3	\$55.00	\$165.00
ACT	OPHIM-003	Owl/Ophthalmoscope, Diagnostic System, Integrated, w/Monitoring, Welch Allyn, Connex Integrated Wall System, Wireless 85MT1XP-B		1	\$7,250.00	\$7,250.00
ACT	OVMNW-011	Oven, Commercial, Microwave, Arana Corporation, RCS10DSE		1	\$412.00	\$412.00
ACT	REFDE-103	Refrigerator, Domestic, w/Freezer, Frigidaire FGFR2042T, Top Mount, 20.4 CF		1	\$1,179.00	\$1,179.00
ACT	REFUD-006	Refrigerator, Undercounter, Summit, FFR1, BIADA (ADA)		1	\$1,665.00	\$1,665.00
ACT	SCLAD-014	Scale, Clinical, Adult, Digital, Platform, Seca 803 Digital Platform		1	\$54.00	\$54.00
ACT	SHRWM-010	Sharps, Disposal, Wall Mount, Covidien, Sharp Safety 85301H		1	\$62.00	\$62.00
ACT	WSDSC-002	Washer/Dryer, Stacked, Commercial, Maytag, Electric Super Capacity, Card reader ready, non vented.		2	\$3,498.00	\$6,996.00
ACT	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, 2955 Small Deskside Open Top, Beige		20	\$10.96	\$219.20
ACT	BHHSR-004	Bin Shredding, Standard Front Load Console, Shred-It		1	\$0.00	\$0.00
PHARMACY	CAPRE-027	Cart, Procedure, Resuscitation, Harloff Company, 6300 Classic 4 Drawer Short Standard Package		1	\$1,079.00	\$1,079.00
PHARMACY	CACTS-008	Cart, Supply Chrome, 36 Inch, Intermetro Industries Corp, 36" W x 18" D x 68" H, 5 Shelves, A3899C		1	\$595.00	\$595.00
PHARMACY	COPIL-001	Counter, Pill, Kirby Lester, KL 15 dt		2	\$6,195.00	\$12,390.00
PHARMACY	DEBMA-003	Defibrillator, Monitor, Automatic, Philips Healthcare, HeartStart MRx, SpO1, NIBP, EICQ2, Temp		1	\$14,686.67	\$14,686.67
PHARMACY	GLVQB-001	Dispenser, Glove, Quadruple Box, Bowman Dispensers, GP-081 Clear PETG Plastic		7	\$49.00	\$343.00
PHARMACY	MEDLM-002	Medication Dispenser, Lock Module, CareFusion - Pyxis, SMART Remote Manager		1	\$0.00	\$0.00
PHARMACY	MEDNM-001	Medication Dispenser, Narcotics, Main, CareFusion - Pyxis, CII Safe, Double Integrated Main		2	\$0.00	\$0.00
PHARMACY	PRNLB-016	Printer, Label, Barcode, Zebra Technologies Corp, TLP 2844		4	\$675.00	\$2,700.00
PHARMACY	ASPGP-003	Pump, Suction/Aspirator, General, Armstrong Medical, SSCOR SUET, AE-6975		1	\$995.00	\$995.00
PHARMACY	REFPO-002	Refrigerator, Pharmaceutical, 1 door, Helmer, Inc, Horizon HPR125		2	\$5,644.00	\$11,288.00
PHARMACY	REFUD-006	Refrigerator, Undercounter, Summit Appliance, FFR1, BIADA, ADA		1	\$1,665.00	\$1,665.00
PHARMACY	SCLPH-001	Scale, Pharmacy, Fulcrum Inc, Torbal DRX-300		2	\$2,448.00	\$4,896.00
PHARMACY	SHRWM-010	Sharps, Disposal, Wall Mount, Covidien, Sharp Safety 84301H		5	\$62.00	\$310.00
PHARMACY	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, 2955 Small Deskside, Beige		10	\$10.96	\$109.60
EVS LINEN	CAHSP-001	Cart, Housekeeping, Polymer, Rubbermaid Commercial Products, 6173 Janitor Cart w/ Buckel and Winger		7	\$507.00	\$3,549.00

**New York State Department of Health Mount Sinai Behavioral Health Center
Certificate of Need Application
Schedule 11 - Moveable Equipment**

For Article 28, 38, and 40 Construction Projects Requiring Full or Administrative Review *

Table 1: New Equipment Description

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture, where applicable.	Number of units	Unit Price	Total Amount of Purchase Price
EVS LINEN	CACTS-008	Cart, Supply Chrome, 36 inch, Intermetro Industries Corp. 36" W x 18" D x 69" H, 5 Shelves	7	\$595.00	\$4,165.00
EVS LINEN	CACSSZ-015	Cart, Supply Chrome, 60 inch, Intermetro Corp. Super Erecta, 60" Wide x 24" D x 80" H	19	\$1,144.93	\$21,753.67
EVS LINEN	CTKL-B011	Card/Truck, Linen Bulk, MEESE Orbtron Dunne Comp. 72P Poly-Trux, 48 CF	14	\$750.00	\$10,500.00
EVS LINEN	DSFSC-004	Dispenser, Cleaning Solution, Sealed Air, Diversy J-Fill Quatro Select	7	\$744.00	\$5,208.00
EVS LINEN	FLRBE-006	Floor Machine, Burnisher, Electric, Temel Company, 2920, 20", 2000 RPM	2	\$1,837.00	\$3,674.00
EVS LINEN	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, 2955 Small Desktop, Beige	11	\$10.96	\$120.56
EVS LINEN	WSTBY-003	Waste Can, Bio-Hazardous, 32-55 Gallon	5	\$75.00	\$375.00
MATERIALS MANAGEMENT	BISHR-004	Bin, Shredding, Shred-It, Standard Front Load Console	1	\$0.00	\$0.00
MATERIALS MANAGEMENT	CASEX-004	Cart, Supply, Exchange, Intermetro Industries Corp. 48" W x 24" D x 72" H ECM-C-Series	6	\$2,168.00	\$13,008.00
MATERIALS MANAGEMENT	CTKFM-018	Card/Truck, Platform, U-Line Corporation, U-Boat Platform Truck, 60" W x 24" D	9	\$311.00	\$2,799.00
MATERIALS MANAGEMENT	REFUD-006	Refrigerator, Undercounter, Summit Appliances, FFL BLADA, ADA	1	\$1,665.00	\$1,665.00
MATERIALS MANAGEMENT	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial, 2955 Small Desktop, Beige	15	\$10.96	\$164.40
CENTRAL INTAKE PHP IOP	AZBGL-002	Analyzer, Blood Glucose, POC, Roche Diagnostics Corporation, Accu-Check Inform II Meter & Base Unit	1	\$1,833.00	\$1,833.00
CENTRAL INTAKE PHP IOP	BISHR-004	Bin, Shredding, Shred-It, Standard Front Console	1	\$0.00	\$0.00
CENTRAL INTAKE PHP IOP	CAAGF-012	Cart, Procedure, General, Armstrong Medical, MC-1 Steel Mini 5 Drawer Push Button	4	\$1,130.00	\$4,520.00
CENTRAL INTAKE PHP IOP	CACSSZ-015	Cart, Supply, Chrome, 60 inch, Intermetro, 10" W x 24" D x 80" High, Super Erecta	2	\$1,144.93	\$2,289.86
CENTRAL INTAKE PHP IOP	CTKSU-006	Card/Truck, Soiled Utility, Rubbermaid Commercial Products, 4612 Cube Truck, 12 CF Black	1	\$251.64	\$251.64
CENTRAL INTAKE PHP IOP	CGGFC-017	Centrifuge, General Purpose, Countertop, Thermo Fisher Scientific, AccuSpin 24C	1	\$2,404.00	\$2,404.00
CENTRAL INTAKE PHP IOP	DFBAA-003	Defibrillator, Automatic, Advisory, Philips Healthcare, HeartStart OnSite	1	\$1,195.00	\$1,195.00
CENTRAL INTAKE PHP IOP	GLVQB-001	Dispenser, Glove, Quadruple Box, Bowman Dispensers, GP-081 Clear Plastic	6	\$49.00	\$294.00
CENTRAL INTAKE PHP IOP	DSPHS-007	Dispenser, Hand Sanitizer, Wall Mount, GOJO Industries, Purell TFX Touch Free, 2720-12	18	\$55.00	\$990.00
CENTRAL INTAKE PHP IOP	ICENC-011	Ice Machine, Dispenser, Nugget, Countertop, Scotsman Ice System, H1D312A Meridian Air Cooled	1	\$4,300.00	\$4,300.00
CENTRAL INTAKE PHP IOP	LIGSG-001	Light, Exam/Procedure, Single, Mobile, Gooseneck Arm, Welch Allyn Inc. Green Series 300	4	\$444.00	\$1,776.00
CENTRAL INTAKE PHP IOP	MONVT-023	Monitor, Physiologic, Vital Signs, w/stand, Welch Allyn Inc. Connex 7300 with stand, NIBP, NIB SpO2, SureTemp & Bluetooth	1	\$3,570.48	\$3,570.48
CENTRAL INTAKE PHP IOP	OPPHM-003	Oto/Ophthalmoscope, Diagnostic System, Integrated w/Monitoring, Welch Allyn Inc. Connex Integrated Wall System, Wireless 85MTVXP-B	4	\$7,250.00	\$29,000.00
CENTRAL INTAKE PHP IOP	OYNNW-011	Oven, Commercial, Microwave, Amana Corporation, RCS10DSE	1	\$412.00	\$412.00
CENTRAL INTAKE PHP IOP	REEDF-103	Refrigerator, Domestic, w/Freeze, Fridge/Freeze, FGTR2024T, Top Mount Refrigerator, 20.4 CF	1	\$1,179.00	\$1,179.00
CENTRAL INTAKE PHP IOP	REFUD-006	Refrigerator, Undercounter, Summit Appliances, FFL BLADA, ADA	3	\$1,665.00	\$4,995.00
CENTRAL INTAKE PHP IOP	SCLAF-021	Scale, Clinical, Adult, Digital, Floor, Seica Corporation, 703 High Capacity with Wireless Transmission	2	\$1,508.89	\$3,017.77
CENTRAL INTAKE PHP IOP	SCLAD-014	Scale, Clinical, Adult, Digital, Platform, Seica Corporation, 803 Digital Platform	18	\$54.00	\$972.00

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 – Moveable Equipment
 For Article 28, 38, and 40 Construction Projects Requiring Full or Administrative Review *

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture, where applicable	Number of Units	Unit Price	Line Price	Amount of Purchase Price
CENTRAL INTAKE PHP IOP	SHRWM-010	Sharps, Disposal, Wall Mount Covidien, SharpSentry 853011H	4	\$62.00	\$248.00	
CENTRAL INTAKE PHP IOP	STLEC-006	Stool Exam, Cushion-Seal Pedigo Products, P-1038-W/C SS	4	\$372.00	\$1,488.00	
CENTRAL INTAKE PHP IOP	STRITZ-005	Stretcher, Transport, Motorized, Stryker, MX-PRO R3, 6092	1	\$7,028.86	\$7,028.86	
CENTRAL INTAKE PHP IOP	TBLMA-004	Table, Exam/Treatment, Manual Adjust, Midmark Corporation, Riter 204 Seamless Top	4	\$1,122.98	\$4,491.92	
CENTRAL INTAKE PHP IOP	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, 2955 Small Deskside, Beige	41	\$10.96	\$449.36	
CENTRAL INTAKE PHP IOP	WSTPH-001	Waste Can, Pharmaceutical Beams Manufacturing Company, RCRA 5002 070 2 Gallon	1	\$10.11	\$10.11	
CENTRAL INTAKE PHP IOP	WCRAX-003	Wheelchair, Adult, Extra Large Medicine Industries Inc, Excel Shuttle 26" Wide Seat, MDS609750	1	\$1,427.00	\$1,427.00	
CRISIS AND RESPITE	CAMSM-001	Cart, Medication, Small Intermetro Industries Corp, Lionville 800 Series	1	\$3,000.00	\$3,000.00	
CRISIS AND RESPITE	CACSZ-015	Cart, Supply, Chrome, 60 Inch, Intermetro Industries Corp, 60" W x 24" D x 80" H Super Erecta	1	\$1,144.93	\$1,144.93	
CRISIS AND RESPITE	CALFE-005	Cart, Supply, Linen, 48", Intermetro Industries Corp, 48"W x 21"D x 69"H ECN-A Series	1	\$789.00	\$789.00	
CRISIS AND RESPITE	CTKLB-001	Cart/Truck, Linen, Bulk, MidClure Industries, SanitTrux 600-M	1	\$1,077.00	\$1,077.00	
CRISIS AND RESPITE	CTKSU-006	Cart/Truck, Soided Utility, Rubbermaid Commercial Products, Cube Truck 4812, 12 CF Black	1	\$251.64	\$251.64	
CRISIS AND RESPITE	CFHWA-009	Coffee Maker, Automatic, 1-2 Warmer, Burn-O-Matic, CWTF15-1	1	\$1,026.00	\$1,026.00	
CRISIS AND RESPITE	DSHUD-001	Dishwasher, Undercounter, Domestic, Whirlpool Corporation, WDF320PADS, Stainless	1	\$750.00	\$750.00	
CRISIS AND RESPITE	GLVQB-001	Dispenser, Glove, Quadruple Box, Bowman Dispensers, GP-061 Clear Plastic	1	\$49.00	\$49.00	
CRISIS AND RESPITE	HODRN-001	Hood, Range, Exhaust, Non-Vented, GE Appliances, Standard JN327HW	1	\$149.00	\$149.00	
CRISIS AND RESPITE	OYAKC-041	Oven, Domestic, Microwave, Countertop, Frigidaire, FFCM134L W/B	1	\$130.00	\$130.00	
CRISIS AND RESPITE	RNGEL-002	Range, Electric, Sears Commercial, Kenmore 30" Self Cleaning Radiant White, 22-94172	1	\$730.00	\$730.00	
CRISIS AND RESPITE	REFDF-103	Refrigerator, Domestic, w/Freezer, Frigidaire, Top Mount Refrigerator, FGTR2Q42T, 20.4 CF	1	\$1,179.00	\$1,179.00	
CRISIS AND RESPITE	WSDSC-002	Washer/Dryer, Stacked, Commercial, Maytag, Electric Super-Capacity, Card Reader Ready, Non Vend	1	\$3,498.00	\$3,498.00	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	18	\$10.96	\$197.28	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	1	\$3,498.00	\$3,498.00	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	1	\$10.96	\$10.96	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	1	\$1,833.00	\$1,833.00	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	2	\$2,035.00	\$4,070.00	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	36	\$67.00	\$2,412.00	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	3	\$179.00	\$537.00	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	3	\$1,130.00	\$3,390.00	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	2	\$1,079.00	\$2,158.00	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	3	\$801.50	\$2,404.50	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	4	\$1,144.93	\$4,579.72	
CRISIS AND RESPITE	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Deskside 2955 Beige	2	\$789.00	\$1,578.00	

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 - Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review

Table 1 - New Equipment Description

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture, where applicable	Number of units	Lease or Purchase	Unit Price	Lease Amount or Purchase Price
INPATIENT PSYCH LEVEL 4	CTRLB-001	Card/Truck, Linen Bulk Machine Industries, SanitTrux 800PM	1	Purchase	\$1,077.00	\$1,077.00
INPATIENT PSYCH LEVEL 4	CTKSU-006	Card/Truck, Soiled Utility, Rubbemark Commercial Products, 4612 Cube Truck, 12 CF Black	1	Purchase	\$251.64	\$251.64
INPATIENT PSYCH LEVEL 4	CGGPC-017	Centrifuge, General Purpose, Countertop, Thermo Fischer Scientific, AccuSpin 24C	1	Purchase	\$2,404.00	\$2,404.00
INPATIENT PSYCH LEVEL 4	CHCSM-003	Chair, Clinical, Commodes/Shower, Mobile, Patterson Medical, Rustproof Combo Chair, 7395	3	Purchase	\$2,262.90	\$6,788.70
INPATIENT PSYCH LEVEL 4	DRBMA-003	Defibrillator, Monitor, Automatic, Philips Healthcare, HeartSmart MRx, SPO2, NIBP, EIC02, Temp	2	Purchase	\$14,666.67	\$29,333.34
INPATIENT PSYCH LEVEL 4	GLVQB-001	Dispenser, Glove, Quadruple Box, Bowman Dispensers, GP-061 Clear Plastic	5	Purchase	\$49.00	\$245.00
INPATIENT PSYCH LEVEL 4	DSPHS-007	Dispenser, Hand Sanitizer, Wall Mount, GOJO Industries, Purell TFX Touch Freee 2720-12	7	Purchase	\$55.00	\$385.00
INPATIENT PSYCH LEVEL 4	EVDAD-002	Evacuation Device, Adult, ARC Products LLC, Med Sted, Standard Adult	2	Purchase	\$380.00	\$760.00
INPATIENT PSYCH LEVEL 4	ICENC-011	Ice Machine, Dispenser, Nugget, Countertop Scotsman Ice Systems, HIG312A, Meridian Air Cooled	3	Purchase	\$4,300.00	\$12,900.00
INPATIENT PSYCH LEVEL 4	LGSG-001	Light Exam/Procedure, Single, Mobile, Gooseneck Arm, Welch Allyn Inc, Green Series 300 GS 300	3	Purchase	\$444.00	\$1,332.00
INPATIENT PSYCH LEVEL 4	MEDAX-033	Medication Dispenser, Auxiliary, Carefusion-Pyxis, MedStation ES 7, Drawer, 7 Cubie	2	Purchase	\$0.00	\$0.00
INPATIENT PSYCH LEVEL 4	MEDLM-002	Medication Dispenser, Lock Module, Carefusion Pyxis, SMART Remote Manager	2	Lease	\$0.00	\$0.00
INPATIENT PSYCH LEVEL 4	MEDMH-060	Medication Dispenser, Main Host, Carefusion Pyxis, MedStation ES 6, Drawer, 3 Cubie	2	Lease	\$0.00	\$0.00
INPATIENT PSYCH LEVEL 4	MONVT-023	Monitor, Physiologic, Vital Signs, w/Stand, Welch Allyn Inc, Connex 7300, NIBP, Noninvasive SPO2, SureTemp, & Bluetooth with Stand	3	Purchase	\$3,570.48	\$10,711.44
INPATIENT PSYCH LEVEL 4	OPHMM-002	Op/Ophthalmoscope, Set, Wall Mount, Welch Allyn Inc, Green Series 777 (775101171025020)	3	Purchase	\$596.62	\$1,789.86
INPATIENT PSYCH LEVEL 4	OVNMM-011	Oven, Commercial, Microwave, Amana Corporation, RCS10DSE	1	Purchase	\$412.00	\$412.00
INPATIENT PSYCH LEVEL 4	OVNMC-041	Oven, Domestic, Microwave, Countertop, Frigidaire, FECH1194L W/B	1	Purchase	\$130.00	\$130.00
INPATIENT PSYCH LEVEL 4	ASFGP-003	Pump, Suction/Aspirator, General, Portable, Armstrong Medical, SSCOR DUET, AE-6975	2	Purchase	\$995.00	\$1,990.00
INPATIENT PSYCH LEVEL 4	RCKCC-001	Rack, Crutch/Cane/Walker, Patterson Medical, Walker Rack 7297	1	Purchase	\$235.00	\$235.00
INPATIENT PSYCH LEVEL 4	REEDF-073	Refrigerator, Domestic, w/Freezer, Whirlpool Corporation, WRT5A9S2DW, 19.2 CF, White	1	Purchase	\$1,020.85	\$1,020.85
INPATIENT PSYCH LEVEL 4	REFDF-103	Refrigerator, Domestic, w/Freezer, Frigidaire, FGRT204T, Top Mounted Refrigerator, 20.2 CF	1	Purchase	\$1,179.00	\$1,179.00
INPATIENT PSYCH LEVEL 4	REFUD-006	Refrigerator, Undercounter, Summit Appliance, FRELBIADA, ADA	3	Purchase	\$1,665.00	\$4,995.00
INPATIENT PSYCH LEVEL 4	SAFEC-001	Safe, Electronic, Sentry Group, QA3821, Fire-Safe, Water Resistent	2	Purchase	\$479.00	\$958.00
INPATIENT PSYCH LEVEL 4	SCCLAF-021	Scale, Clinical, Adult, Digital, Floor, Seca Corporation, Seca 703 High Capacity with Wireless Transmission	1	Purchase	\$1,508.89	\$1,508.89
INPATIENT PSYCH LEVEL 4	SHRYM-010	Shapers, Disposable, Wall Mount, Covidien, SharpSafely 85301H	3	Purchase	\$62.00	\$186.00
INPATIENT PSYCH LEVEL 4	SPHAM-002	Sphygmomanometer, Aneroid, Mobile, Welch Allyn, 767, Mobile Aneroid with Adult Cuff	1	Purchase	\$448.14	\$448.14
INPATIENT PSYCH LEVEL 4	STLEC-006	Stool, Exam, Cushion-Seal, Pedigo Products, P-1038 W/C SS	3	Purchase	\$372.00	\$1,116.00
INPATIENT PSYCH LEVEL 4	STRITZ-005	Stretcher, Transport, Motorized, Styker, MX-PRO Rs, 6082	1	Purchase	\$7,028.86	\$7,028.86
INPATIENT PSYCH LEVEL 4	TBLMA-004	Table, Exam/Treatment, Manual Adjust, Midmark Corporation, Ritter 204 Seamless Top	3	Purchase	\$1,122.98	\$3,368.94
INPATIENT PSYCH LEVEL 4	THMDI-001	Thermometer, Digital, Welch Allyn Inc, SureTemp Plus 690 Oral	2	Purchase	\$341.11	\$682.22

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 - Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review

Table 1: New Equipment Description

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture, where applicable	Number of units	Lease or purchase?	Unit Price	Lease Amount or Purchase Price
INPATIENT PSYCH LEVEL 4	WLKAF-001	Walker, Adult, Folding, Patterson Medical, Economy - Adult 926910	4	Purchase	\$68.00	\$352.00
INPATIENT PSYCH LEVEL 4	WSDSC-002	Washer/Dryer, Stacked, Commercial Maytag, Electric Super Capacity, Card Reeler Ready, Non Venting	2	Purchase	\$3,498.00	\$6,996.00
INPATIENT PSYCH LEVEL 4	WSTEN-002	Waste Can, 08-19 Gallon Rubbermaid Commercial Products, Small Desktop 2955 Beige	103	Purchase	\$10.96	\$1,128.88
INPATIENT PSYCH LEVEL 4	WSTFRH-001	Waste Can, Pharmaceutical, Bernis Manufacturing Company, RCPSA 5002 070 2 Gallon	2	Purchase	\$10.11	\$20.22
INPATIENT PSYCH LEVEL 4	WCRAL-001	Wheelchair, Adult, Large, Medline Industries Inc Excol Extra Wide 20" MDS906700	2	Purchase	\$470.00	\$940.00
INPATIENT REHAB AND DETOX	AZBGL-002	Analyzer, Blood Glucose, POC, Roche Diagnostics Corporation, Accu-Check Inform II Meter & Base Unit	4	Purchase	\$1,833.00	\$7,332.00
INPATIENT REHAB AND DETOX	BOPSE-001	Bed, Psychiatric, Electric, Sizewise, SW Behavioral Health Bed	61	Purchase	\$5,873.00	\$358,253.00
INPATIENT REHAB AND DETOX	CNPAT-001	Cabinet, Patient Bedside, Stryker Medical, Contemporary MedSurf 1 Drawer, 1 Door	61	Purchase	\$677.00	\$41,297.00
INPATIENT REHAB AND DETOX	CACMU-007	Cart, Cylinder, D&E, Mulli, Anthony Welded Products, Inc. 6041 4 Capacity	3	Purchase	\$179.00	\$537.00
INPATIENT REHAB AND DETOX	CAPGE-012	Cart, Procedure, General Armstrong Medical, MC-1 Steel Mini 5 Drawer Push Button	2	Purchase	\$1,130.00	\$2,260.00
INPATIENT REHAB AND DETOX	CAPRE-027	Cart, Procedure, Resuscitation, Hanoff Company, 6300 Classic 4 Drawer Short Standard Package	2	Purchase	\$1,079.00	\$2,158.00
INPATIENT REHAB AND DETOX	CACFE-013	Cart, Supply, Chrome, 60 inch, Intermetro Industries Corp, 60" W x 24" D x 80" H Super Ereda	3	Purchase	\$801.50	\$2,404.50
INPATIENT REHAB AND DETOX	CACSZ-015	Cart, Supply, Chrome, 60 inch, Intermetro, 60" W x 24" D x 80" H Super Ereda	4	Purchase	\$1,144.93	\$4,579.72
INPATIENT REHAB AND DETOX	CALFE-005	Cart, Supply, Linen, 48" Intermetro Industries Corp, 48"W x 21" D x 69" H, ECN-A Series	2	Purchase	\$789.00	\$1,578.00
INPATIENT REHAB AND DETOX	CRKLB-001	Cardtruck, Linen, Bulk, McClure Industries, SanTrux 600-M	1	Purchase	\$1,077.00	\$1,077.00
INPATIENT REHAB AND DETOX	CRKSU-006	Cardtruck, Soiled Utility, Rubbermaid Commercial Products, 4612 Cube Truck, 12 CF Black	1	Purchase	\$251.64	\$251.64
INPATIENT REHAB AND DETOX	CGGPC-017	Centrifuge, General Purpose, Countertop, Thermo Fisher Scientific, AccuSpin 24C	1	Purchase	\$2,404.00	\$2,404.00
INPATIENT REHAB AND DETOX	CHBLD-005	Chair, Clinical, Blood Draw, Market ab Inc, ML10502 Comfort Draw	1	Purchase	\$623.00	\$623.00
INPATIENT REHAB AND DETOX	CHCSM-003	Chair, Clinical, Commode/Shower, Mobile, Patterson Medical, Rustproof Combo Chair, 7395	3	Purchase	\$2,262.50	\$6,787.50
INPATIENT REHAB AND DETOX	CHFWA-009	Coffee Maker, Automatic, 1-2 Warner, Burn-O-Matic, CMTF15-1	2	Purchase	\$1,026.00	\$2,052.00
INPATIENT REHAB AND DETOX	DFBMA-003	Defibrillator, Monitor, Automatic, Philips Healthcare, HeartSmart MRX, SPO2, NIBP, ECG2, Temp	2	Purchase	\$14,666.67	\$29,333.34
INPATIENT REHAB AND DETOX	GLVQB-001	Dispenser, Glove, Quadtuple Box, Bowman Dispensers, GP-081 Clear Plastic	5	Purchase	\$49.00	\$245.00
INPATIENT REHAB AND DETOX	DSPHS-007	Dispenser, Hand Sanitizer, Wall Mount, GOJO Industries, Purell TFX Touch Freeze 2720-12	10	Purchase	\$55.00	\$550.00
INPATIENT REHAB AND DETOX	ICENC-011	Ice Machine, Dispenser, Nungal, Countertop, Scotsman Ice Systems, HIG312A, Meridian Air Cooled	6	Purchase	\$4,300.00	\$25,800.00
INPATIENT REHAB AND DETOX	LUGSG-001	Light Exam/Procedure, Single, Mobile, Gooseneck Arm, Welch Allyn Inc, Green Series 300 GS 300	2	Purchase	\$444.00	\$888.00
INPATIENT REHAB AND DETOX	MEDAX-033	Medication Dispenser, Auxiliary, Carefusion-Pyxis, MedStation ES 7 Drawer, 7 Cubes	1	Lease	\$30,115.00	\$30,115.00
INPATIENT REHAB AND DETOX	MEDLM-002	Medication Dispenser, Lock Module, Carefusion Pyxis, SMART Remote Manager	1	Lease	\$5,892.00	\$5,892.00
INPATIENT REHAB AND DETOX	MEDMH-015	Medication Dispenser, Main Host, CareFusion Pyxis, MedStation ES 2 Drawer, 1 Cubes	2	Lease	\$20,153.00	\$40,306.00
INPATIENT REHAB AND DETOX	MEDMH-060	Medication Dispenser, Main Host, CareFusion Pyxis, MedStation ES 6 Drawer, 3 Cubes	1	Lease	\$36,115.00	\$36,115.00
INPATIENT REHAB AND DETOX	MONVS-023	Monitor, Physiologic, Vital Signs, Welch Allyn Inc, Connex 6500, NIBP, Maessimo SPO2, SpHb, & SureTemp	1	Purchase	\$10,446.66	\$10,446.66

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 – Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review

Table 1: New Equipment Description

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture, where applicable	Number of Units	Unit Price	Total Amount of Purchase Price
INPATIENT REHAB AND DETOX	MONVT-023	Monitor, Physiologic, Vital Signs w/Stand, Welch Allyn Inc. Connex 7300 NIBP, Noninvasive SPO2, SureTemp, & Bluetooth with Stand	4	\$3,570.48	\$14,281.92
INPATIENT REHAB AND DETOX	OPHIM-003	Oph/Ophthalmoscope, Diagnostic System, Integrated w/Monitoring, Welch Allyn Inc. Connex Integrated Wall System, Wireless 85MTVXP-B	2	\$7,250.00	\$14,500.00
INPATIENT REHAB AND DETOX	OVMWV-011	Oven, Commercial, Microwave/Amnara Corporation, RGS10DSE	2	\$412.00	\$824.00
INPATIENT REHAB AND DETOX	INFSI-017	Pump, Infusion, Single, B. Braun Medical Inc., Outlook 100ES	3	\$3,000.00	\$9,000.00
INPATIENT REHAB AND DETOX	ASRGP-003	Pump, Suction/Aspirator, General, Portable Armstrong Medical, SSCOR DUET, AE-6975	2	\$995.00	\$1,990.00
INPATIENT REHAB AND DETOX	RCKCC-001	Rack, Crucial/Camel/Walker, Patterson Medical, Walker Rack 7297	1	\$235.00	\$235.00
INPATIENT REHAB AND DETOX	REFDF-103	Refrigerator, Domestic, w/Freezer, Whirlpool Corporation, WRT549S2DW 19.2 CF White	2	\$1,179.00	\$2,358.00
INPATIENT REHAB AND DETOX	REFUD-006	Refrigerator, Undercounter, Summit Appliance, FT6LBJADA, ADA	6	\$1,685.00	\$9,990.00
INPATIENT REHAB AND DETOX	SAFEQ-001	Safe, Electronic, Sentry Group, OAS821, Fire-Safe Water Resistant	2	\$479.00	\$958.00
INPATIENT REHAB AND DETOX	SCLAF-021	Scale, Clinical/Adult, Digital, Floor, Secca Corporation, Secca 703 High Capacity with Wireless Transmission	1	\$1,508.89	\$1,508.89
INPATIENT REHAB AND DETOX	SHRVM-010	Shrap, Disposal, Wall Mount/Covidien, SharpSaley 85301H	2	\$62.00	\$124.00
INPATIENT REHAB AND DETOX	SPHAM-002	Sphygmomanometer, Aneroid, Mobile, Welch Allyn, 767 Mobile Aneroid with Adult Cuff	4	\$448.14	\$1,792.56
INPATIENT REHAB AND DETOX	IVSCH-001	Stand, IV, Chrome, Pedigo Products, P-576-4, Four Hook	3	\$368.00	\$1,107.00
INPATIENT REHAB AND DETOX	STLEC-006	Stool, Exam, Cushion-Seal, Pedigo Products, P-1038 W/C SS	2	\$372.00	\$744.00
INPATIENT REHAB AND DETOX	STRITZ-005	Stretcher, Transport, Motorized, Stryker, MX-PRO Rs, 6082	1	\$7,028.86	\$7,028.86
INPATIENT REHAB AND DETOX	TBLMA-004	Table, Exam/Treatment, Manual Adjust, Midmark Corporation, River 204 Seamless Top	2	\$1,122.98	\$2,245.96
INPATIENT REHAB AND DETOX	TOBGN-010	Table, Overbed, General, Hill Rom, Art of Care OBT636	2	\$724.33	\$1,448.66
INPATIENT REHAB AND DETOX	THMDI-001	Thermometer, Digital/Welch Allyn Inc. SureTemp Plus 690 Oral	6	\$341.11	\$2,046.66
INPATIENT REHAB AND DETOX	WLKAF-001	Walker, Adult, Folding, Patterson Medical, Economy - Adult 926910	2	\$88.00	\$176.00
INPATIENT REHAB AND DETOX	WSDSC-002	Washer/Dryer, Stacked, Commercial/Maying, Electric Super Capacity, Card Reader, Ready, Non Vending	2	\$3,498.00	\$6,996.00
INPATIENT REHAB AND DETOX	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Desktop 2855 Beige	54	\$110.96	\$591.84
INPATIENT REHAB AND DETOX	WCRAI-001	Wheelchair, Adult, Large, Medline Industries Inc. Excel Extra Wide 20" MDS806700	3	\$470.00	\$1,410.00
INPATIENT LEVEL 3	AZBGL-002	Analyzer, Blood Glucose, POC, Roche Diagnostics Corporation, Accu-Chek Inform II Meter & Base Unit	2	\$1,833.00	\$3,666.00
INPATIENT LEVEL 3	BDSYV-006	Bed, Psychiatric, Humane Restraint Co. Inc. Duramax Bed	29	\$2,035.00	\$59,015.00
INPATIENT LEVEL 3	CNPAI-001	Cabinet, Patient Bedside, Stryker Medical, Contemporary MedSurg 1 Drawer, 1 Door	28	\$677.00	\$18,956.00
INPATIENT LEVEL 3	CAGML-007	Cart, Cylinder, DRE, Multi, Anthony Welded Products, Inc. 6041 4 Capacity	3	\$179.00	\$537.00
INPATIENT LEVEL 3	CAPGE-012	Cart, Procedure, General, Armstrong Medical, MC-1 Steel Mini 5 Drawer Push Button	2	\$1,130.00	\$2,260.00
INPATIENT LEVEL 3	CAPRE-027	Cart, Procedure, Resuscitation, Harloff Company, 6300 Classic 4 Drawer Short Standard Package	2	\$1,079.00	\$2,158.00
INPATIENT LEVEL 3	CAGEE-013	Cart, Supply, Chrome, 60 inch, InterMetro Industries Corp, 60" W x 24" D x 80" H Super Erecta	3	\$801.50	\$2,404.50
INPATIENT LEVEL 3	CAOSZ-015	Cart, Supply, Chrome, 60 inch, InterMetro, 60" W x 24" D x 80" High, Super Erecta	4	\$1,144.93	\$4,579.72

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 - Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review

Table 1: New Equipment Description

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture, where applicable.	Number of Units	Unit Price	Total Amount of Purchase Price
	INPATIENT LEVEL 3	CALFE-005 Cart, Supply, Linen, 48" Intermetro Industries Corp. 48"W x 21" D x 69" H, EGN-A-Series	2	\$789.00	\$1,578.00
	INPATIENT LEVEL 3	CTKLB-001 Card/Truck, Linen, Bulk McClellan Industries, Sanitrux 600-M	1	\$1,077.00	\$1,077.00
	INPATIENT LEVEL 3	CTKSU-006 Card/Truck, Soiled Utility, Rubermaid Commercial Products, 4812 Cube Truck, 12 CF Black	1	\$251.64	\$251.64
	INPATIENT LEVEL 3	CGGPC-017 Centrifuge, General Purpose, Countertop, Thermo Fischer Scientific, AccuSpin 24C	1	\$2,404.00	\$2,404.00
	INPATIENT LEVEL 3	CHCSM-003 Chair, Clinical, Commodes/Shower, Mobile, Patterson Medical, Rustproof Combo Chair, 7395	3	\$2,262.90	\$6,788.70
	INPATIENT LEVEL 3	DFBMA-003 Debricator, Monitor, Automatic, Philips Healthcare, HeartSmart MRX, SPO2, NIBP, ECG/2 Temp	2	\$14,666.67	\$29,333.34
	INPATIENT LEVEL 3	GLYQB-001 Dispenser, Glove, Quadruple Box, Bowman Dispensers, GP-061 Clear Plastic	3	\$49.00	\$147.00
	INPATIENT LEVEL 3	DSPHS-007 Dispenser, Hand Sanitizer, Wall Mount, GOJO Industries, Purell ITX Touch Freeze 2720-12	4	\$55.00	\$220.00
	INPATIENT LEVEL 3	EVDAD-002 Evacuation Device, Adult, ARC Products LLC, Med Sled, Standard Adult	1	\$380.00	\$380.00
	INPATIENT LEVEL 3	ICENC-011 Ice Machine, Dispenser, Nugget, Countertop, Scotsman Ice Systems, HIG312A, Meridian Air Cooled	3	\$4,300.00	\$12,900.00
	INPATIENT LEVEL 3	LGSG-001 Light, Exam/Procedure, Single, Mobile, Goosenack Arm, Welch Allyn Inc. Green Series 300 GS 300	2	\$444.00	\$888.00
	INPATIENT LEVEL 3	MEDAX-003 Medication Dispenser, Auxiliary, Carefusion-Pyxis, MedStation ES 7 Drawer, 7 Cubie	1	\$0.00	\$0.00
	INPATIENT LEVEL 3	MEDM-002 Medication Dispenser, Lock Module, Carefusion Pyxis, SMART Remote Manager	1	\$0.00	\$0.00
	INPATIENT LEVEL 3	MEDMH-060 Medication Dispenser, Main Host, CareFusion Pyxis, MedStation ES 6 Drawer, 3 Cubie	1	\$0.00	\$0.00
	INPATIENT LEVEL 3	MONVT-023 Monitor, Physiologic, Vial Signs, w/Stand, Welch Allyn Inc. Connex 7300, NIBP, Noninvasive SPO2, SureTemp, & Bluetooth with Stand	2	\$3,570.48	\$7,140.96
	INPATIENT LEVEL 3	OPPHM-002 Oph/Ophthalmoscope, Set, Wall Mount, Welch Allyn Inc. Green Series 777 (775101171025020)	2	\$586.62	\$1,193.24
	INPATIENT LEVEL 3	OVMW-011 Oven, Commercial, Microwave, Amana Corporation, RCS10DSE	1	\$412.00	\$412.00
	INPATIENT LEVEL 3	OVMW-041 Oven, Domestic, Microwave, Countertop, Frigidaire, FFCM1134L W/B	1	\$130.00	\$130.00
	INPATIENT LEVEL 3	ASPGP-003 Pump, Suction/Aspirator, General, Portable, Armstrong Medical, SSCOR DUJET, AE-6975	2	\$895.00	\$1,790.00
	INPATIENT LEVEL 3	RCKCC-001 Rack, Crutch/Cane/Walker/Patterson Medical, Walker Rack 7297	1	\$235.00	\$235.00
	INPATIENT LEVEL 3	REFDF-073 Refrigerator, Domestic, w/Freezer, Whirlpool Corporation, WRT1548SZDW 19.2 CF White	1	\$1,020.85	\$1,020.85
	INPATIENT LEVEL 3	REFDF-103 Refrigerator, Domestic, w/Freezer, Frigidaire, FGRT204T, Top Mounted Refrigerator, 20.2 CF	1	\$1,179.00	\$1,179.00
	INPATIENT LEVEL 3	REFUD-006 Refrigerator, Undercounter, Summit Appliance, FFELBLADA, ADA	2	\$1,665.00	\$3,330.00
	INPATIENT LEVEL 3	SAFEC-001 Safe, Electronic, Sanby Group, OAS821 Fire-Safe Water Resistant	1	\$479.00	\$479.00
	INPATIENT LEVEL 3	SCJAF-021 Scale, Clinical, Adult, Digital, Floor, Seca Corporation, Seca 703 High Capacity with Wireless Transmission	1	\$1,508.89	\$1,508.89
	INPATIENT LEVEL 3	SHRYM-010 Shrap, Disposal, Wall Mount, Covidien, ShrapSafety 65301H	2	\$62.00	\$124.00
	INPATIENT LEVEL 3	STLEC-006 Stool, Exam, Cushion-Seal, Pedigo Products, P-1098 W/C SS	2	\$372.00	\$744.00
	INPATIENT LEVEL 3	STRITZ-005 Stretcher, Transport, Motorized Stryker, MX-PRO Rs, 6082	1	\$7,028.86	\$7,028.86
	INPATIENT LEVEL 3	TBLMA-004 Table, Exam/Treatment, Manual Adjust, Midmark Corporation, Ritter 204 Seamless Top	2	\$1,122.98	\$2,245.96
	INPATIENT LEVEL 3	THMDI-001 Thermometer, Digital, Welch Allyn Inc. SureTemp Plus 690 Oral	4	\$341.11	\$1,364.44

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 - Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review

Table 1: New Equipment Description

DEPARTMENT NAME	Item ID	Description (including model number, year of manufacture where applicable)	Number of Units	Unit Price	Lease Amount or Purchase Price
INPATIENT LEVEL 3	WLKAF-001	Walker Adult Folding, Patterson Medical Economy - Adult 926910	2	\$88.00	\$176.00
INPATIENT LEVEL 3	WSDSC-002	Washer/Dryer, Stacked, Commercial Maytag, Electric Super Capacity, Card Reader Ready, Non Vending	2	\$3,498.00	\$6,996.00
INPATIENT LEVEL 3	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Desktop 2955 Beige	56	\$10.96	\$613.76
INPATIENT LEVEL 3	WSTPH-001	Waste Can, Pharmaceutical, Bemis Manufacturing Company, RCRA 5002 070 2 Gallon	1	\$10.11	\$10.11
INPATIENT LEVEL 3	WCRAL-001	Wheelchair, Adult, Large, Medline Industries Inc Excel Extra Wide 20" WDS906700	2	\$470.00	\$940.00
OP INTEGRATED PSYCH CLINICS	AZBGL-002	Analyzer, Blood Glucose, POC, Roche Diagnostics Corporation, Accu-Check Inform II Water & Base Unit	2	\$1,833.00	\$3,666.00
OP INTEGRATED PSYCH CLINICS	CARGE-012	Cart, Procedure, General Armstrong Medical, MC-1 Steel Mini 5 Drawer Push Button	5	\$1,130.00	\$5,650.00
OP INTEGRATED PSYCH CLINICS	CARGE-012	Cart, Procedure, General Armstrong Medical, MC-1 Steel Mini 5 Drawer Push Button	4	\$1,130.00	\$4,520.00
OP INTEGRATED PSYCH CLINICS	CACSZ-015	Cart, Supply, Chrome, 60 InCh, InterMetro, 60" W x 24" D x 80" High, Super Erecta	3	\$1,179.00	\$3,537.00
OP INTEGRATED PSYCH CLINICS	CTKLB-001	CardTruck, Linen, Bulk, McClure Industries, Sanitrux 600-M	1	\$1,077.00	\$1,077.00
OP INTEGRATED PSYCH CLINICS	CTSUL-006	CardTruck, Soiled Utility, Rubbermaid Commercial Products, 4612 Cube Truck, 12 CF Black	1	\$251.64	\$251.64
OP INTEGRATED PSYCH CLINICS	CGGPC-017	Centrifuge, General Purpose, CounterTop, Thermo Fisher Scientific, AccuSpin 24C	1	\$2,404.00	\$2,404.00
OP INTEGRATED PSYCH CLINICS	CHCRT-004	Chair, Clinical, Recliner, Treatment, Stryker Medical, Symmetry Plus Standard Wdth	6	\$3,011.00	\$18,066.00
OP INTEGRATED PSYCH CLINICS	CFHWA-009	Coffee Maker, Automatic, 1-2 Warner, Bunn-O-Matic, CWT15-1	1	\$1,026.00	\$1,026.00
OP INTEGRATED PSYCH CLINICS	DFBAA-003	Defibrillator, Automatic, Advisory, Philips Healthcare, HeartStart OnSite	1	\$1,195.00	\$1,195.00
OP INTEGRATED PSYCH CLINICS	BEVJU-001	Dispenser, Beverage, Juice, IMI Cornelius FoodService Group, Quest Elite 4000	1	\$7,530.00	\$7,530.00
OP INTEGRATED PSYCH CLINICS	GLVQB-001	Dispenser, Glove, Quadruple Box, Bowman Dispensers, GP-061 Clear Plastic	8	\$49.00	\$392.00
OP INTEGRATED PSYCH CLINICS	DSPHS-007	Dispenser, Hand Sanitizer, Wall Mount, GOLD Industries, Purell TFX Touch Freee 2720-12	6	\$55.00	\$330.00
OP INTEGRATED PSYCH CLINICS	ICENC-011	Ice Machine, Dispenser, Nugget, CounterTop, Scotsman Ice Systems, HIG312A, Meridian Air Cooled	1	\$4,300.00	\$4,300.00
OP INTEGRATED PSYCH CLINICS	LIGSG-001	Light Exam/Procedure, Single, Mobile, Gooseneck Arm, Welch Allyn Inc, Green Series 300 GS 300	5	\$444.00	\$2,220.00
OP INTEGRATED PSYCH CLINICS	MEDM-002	Medication Dispenser, Lock Module, Carefusion Pyxis, SMART Remote Manager	1	\$5,892.00	\$5,892.00
OP INTEGRATED PSYCH CLINICS	MEDMH-015	Medication Dispenser, Main Host, CareFusion Pyxis, MedStation ES 2 Drawer, 1 Cubie	1	\$0.00	\$0.00
OP INTEGRATED PSYCH CLINICS	MONVT-023	Monitor, Physiologic, Vital Signs, w/Stand, Welch Allyn Inc, Connex 7300, NIBP, Noninvasive SPO2, SureTemp, & Bluetooth with Stand	8	\$0.00	\$0.00
OP INTEGRATED PSYCH CLINICS	OPRHM-003	Oro/Orhthalmoscope, Diagnostic System, Integrated w/Monitoring, Welch Allyn Inc, Comex Integrated Wall System, Wireless 85MTXP-B	5	\$7,250.00	\$36,250.00
OP INTEGRATED PSYCH CLINICS	OVNWW-011	Oven, Commercial, Microwave, Arana Corporation, RCS-10DSE	1	\$412.00	\$412.00
OP INTEGRATED PSYCH CLINICS	REFDF-103	Refrigerator, Domestic, w/Freezer, Whirlpool Corporation, WRT154SZZDW, 19.2 CF, White	1	\$1,179.00	\$1,179.00
OP INTEGRATED PSYCH CLINICS	REFUD-006	Refrigerator, Undercounter, Summit Appliances, FFBLBADA, ADA	2	\$1,665.00	\$3,330.00
OP INTEGRATED PSYCH CLINICS	SCLAD-014	Scale, Clinical, Adult, Digital, Platform, Seca Corporation, 803 Digital Platform	5	\$54.00	\$270.00
OP INTEGRATED PSYCH CLINICS	SHRWM-010	Sharps, Disposal, Wall Mount, Covidien, SharpsSafety 85301H	5	\$62.00	\$310.00
OP INTEGRATED PSYCH CLINICS	SPHAM-002	Sphygmomanometer, Aneroid, Welch Allyn, 767 Mobile Aneroid with Adult Cuff	4	\$446.14	\$1,782.56

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 – Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review

Table 1: New Equipment Description

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture where applicable	Number of Units	Method of Acquisition	Unit Price	Total Amount of Purchase Price
OP INTEGRATED PSYCH CLINICS	STLEC-006	Stool Exam, Cushion-Seal, Pedge Products, P-1038 W/C SS	5	Purchase	\$372.00	\$1,860.00
OP INTEGRATED PSYCH CLINICS	STRITZ-005	Stretcher, Transport, Motorized, Styker, MX-PRO Rs. 6092	1	Purchase	\$7,028.86	\$7,028.86
OP INTEGRATED PSYCH CLINICS	TBLMA-004	Table, Exam/Treatment, Manual Adjust, Midmark Corporation, Riter 204 Seamless Top	5	Purchase	\$1,122.98	\$5,614.90
OP INTEGRATED PSYCH CLINICS	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Desktop 2955 Beige	108	Purchase	\$10.96	\$1,183.88
OP INTEGRATED PSYCH CLINICS	WSTPH-001	Waste Can, Pharmaceutical, Bemis Manufacturing Company, RCRA 5002 070 2 Gallon	1	Purchase	\$10.11	\$10.11
OP INTEGRATED PSYCH CLINICS	WCRAK-003	Wheelchair, Adult, Large, Medline Industries Inc Excel Extra Wide 20" MDS805700	1	Purchase	\$1,427.00	\$1,427.00
EXTENDED OBSERVATION BEDS	AZBGL-002	Analyzer, Blood Glucose, POC, Roche Diagnostics Corporation, Accu-Check Inform II Meter & Base Unit	1	Purchase	\$1,833.00	\$1,833.00
EXTENDED OBSERVATION BEDS	BPSY-006	Bed, Psychiatric, Humane Restraint Co. Inc Duramax Bed	8	Purchase	\$2,035.00	\$16,280.00
EXTENDED OBSERVATION BEDS	GLVQB-001	Dispenser, Glove, Quaternary Box, Bowman Dispensers, GP-061 Clear Plastic	2	Purchase	\$49.00	\$98.00
EXTENDED OBSERVATION BEDS	DSPHS-007	Dispenser, Hand Sanitizer, Wall Mount, GOLD Industries, Pural TFX Touch Freee 2720-12	2	Purchase	\$55.00	\$110.00
EXTENDED OBSERVATION BEDS	ECCIN-004	Electrocardiograph (ECG), Interpretive, GE Healthcare MAC 5500 with Cart	1	Purchase	\$14,545.00	\$14,545.00
EXTENDED OBSERVATION BEDS	EVDAD-002	Evacuation Device, Adult, ARC Products LLC, Med Sled, Standard Adult	1	Purchase	\$380.00	\$380.00
EXTENDED OBSERVATION BEDS	FLWGX-005	Flowmeter, Oxygen, Ohio Medical, 7701-1261-921	8	Purchase	\$91.73	\$733.84
EXTENDED OBSERVATION BEDS	HDWCS-003	Headwall, Console, Security, Modular Services Co, Recessed Security Console, 11 Gang	8	Purchase	\$1,619.00	\$12,952.00
EXTENDED OBSERVATION BEDS	ICENC-011	Ice Machine, Dispenser, Nugget, Counter, Scotsman Ice Systems, HIG312A, Meridian Air Cooled	1	Purchase	\$4,300.00	\$4,300.00
EXTENDED OBSERVATION BEDS	MEDM-002	Medication Dispenser, Lock Module, Carefusion Pyxis, SMART Remote Manager	1	Lease	\$0.00	\$0.00
EXTENDED OBSERVATION BEDS	MEDMH-015	Medication Dispenser, Main Host, CareFusion Pyxis, MedStation ES 2 Drawer, 1 Cubie	1	Lease	\$0.00	\$0.00
EXTENDED OBSERVATION BEDS	MONVT-023	Monitor, Physiologic, Vital Signs, Welch Allyn Inc, Connex 6500, NIBP, Massimo SpO2, SpHb, & SureTemp	1	Purchase	\$3,570.48	\$3,570.48
EXTENDED OBSERVATION BEDS	OPHIM-003	Ophthalmoscope, Diagnostic System, Integrated, w/Monitoring	1	Purchase	\$7,250.00	\$7,250.00
EXTENDED OBSERVATION BEDS	OVANM-011	Ophthalmoscope, Diagnostic System, Integrated, w/Monitoring, Welch Allyn Inc, Connex Integrated Wall System, Wireless 85MTVXP-B	1	Purchase	\$412.00	\$412.00
EXTENDED OBSERVATION BEDS	REFD1-103	Refrigerator, Domestic, w/Freezer, Whirlpool Corporation, WRTS49S2DW 19.2 CF White	1	Purchase	\$1,179.00	\$1,179.00
EXTENDED OBSERVATION BEDS	REFUD-006	Refrigerator, Undercounter, Summit Appliance, FFEL BADA, ADA	1	Purchase	\$1,665.00	\$1,665.00
EXTENDED OBSERVATION BEDS	REGIC-002	Regulator, Suction, Intermittent/Continuous, Ohio Medical 6702-1251-901	16	Purchase	\$705.00	\$11,280.00
EXTENDED OBSERVATION BEDS	SCLAF-021	Scale, Clinical, Adult, Digital, Floor, Seca Corporation, 703 High Capacity with Wireless Transmission	1	Purchase	\$1,508.89	\$1,508.89
EXTENDED OBSERVATION BEDS	SHEWA-010	Sharps, Disposal, Wall Mount, Covidien, SharpsSafety 85301H	1	Purchase	\$62.00	\$62.00
EXTENDED OBSERVATION BEDS	STLEC-006	Stool Exam, Cushion-Seal, Pedge Products, P-1038 W/C SS	1	Purchase	\$372.00	\$372.00
EXTENDED OBSERVATION BEDS	TBLMA-004	Table, Exam/Treatment, Manual Adjust, Midmark Corporation, Riter 204 Seamless Top	1	Purchase	\$1,122.98	\$1,122.98
EXTENDED OBSERVATION BEDS	THMD1-001	Thermometer, Digital, Welch Allyn Inc, SureTemp Plus 690 Oral	2	Purchase	\$341.11	\$682.22
EXTENDED OBSERVATION BEDS	WSTEN-002	Waste Can, 08-19 Gallon, Rubbermaid Commercial Products, Small Desktop 2955 Beige	5	Purchase	\$10.96	\$54.80
EXTENDED OBSERVATION BEDS	WSTPH-001	Waste Can, Pharmaceutical, Bemis Manufacturing Company, RCRA 5002 070 2 Gallon	1	Purchase	\$10.11	\$10.11

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 - Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review *

Table 1: New Equipment Description

DEPARTMENT NAME	Item ID	Description (including model, manufacturer, year of manufacture where applicable)	Number of Units	Unit Price	Line Amount of Purchase Price
CRISIS & RESPITE		Guest Chair - Office	3	\$300.00	\$900.00
CRISIS & RESPITE		Bed	10	\$1,320.00	\$13,200.00
CRISIS & RESPITE		Side Table	10	\$420.00	\$4,200.00
CRISIS & RESPITE		Wardrobe	10	\$173,200.00	\$1,732,000.00
CRISIS & RESPITE		Guest Chair - BH	10	\$420.00	\$4,200.00
CRISIS & RESPITE		3-seat Sofa	2	\$2,100.00	\$4,200.00
CRISIS & RESPITE		Lounge Chair	7	\$1,200.00	\$8,400.00
CRISIS & RESPITE		5m Occasional Table	2	\$540.00	\$1,080.00
CRISIS & RESPITE		1q Occasional Table	7	\$720.00	\$5,040.00
CRISIS & RESPITE		Dining Table	4	\$800.00	\$3,200.00
CRISIS & RESPITE		Dining Chair	12	\$420.00	\$5,040.00
CRISIS & RESPITE		Counter Stool	3	\$720.00	\$2,160.00
CRISIS & RESPITE		2-seat Sofa	2	\$1,600.00	\$3,200.00
CRISIS & RESPITE		Workstation	1	\$1,200.00	\$1,200.00
CRISIS & RESPITE		Workstation	3	\$3,300.00	\$9,900.00
CRISIS & RESPITE		2-seat Sofa	4	\$1,600.00	\$6,400.00
CRISIS & RESPITE		Workstation	12	\$360.00	\$4,320.00
CRISIS & RESPITE		Guest Chair - Waiting	4	\$540.00	\$2,160.00
CRISIS & RESPITE		5m Occasional Table	4	\$800.00	\$3,200.00
CRISIS & RESPITE		Work Table - 300sq	1	\$800.00	\$800.00
CRISIS & RESPITE		Dining Table - BH	5	\$900.00	\$4,500.00
CRISIS & RESPITE		Dining Chair - BH	16	\$420.00	\$6,720.00
CRISIS & RESPITE		Multipurpose Chair - BH	48	\$420.00	\$20,160.00
CRISIS & RESPITE		Guest Chair - Office	8	\$300.00	\$2,400.00
CRISIS & RESPITE		Task Chair	10	\$600.00	\$6,000.00
CRISIS & RESPITE		Lounge Chair	8	\$1,200.00	\$9,600.00
CRISIS & RESPITE		Workstation	9	\$3,300.00	\$29,700.00
CRISIS & RESPITE		5m Occasional Table	6	\$340.00	\$2,040.00
CRISIS & RESPITE		2-Seat Sofa	2	\$1,600.00	\$3,200.00
CRISIS & RESPITE		Lounge Chair	3	\$1,200.00	\$3,600.00
CRISIS & RESPITE		Guest Chair - Waiting	22	\$390.00	\$8,580.00
CRISIS & RESPITE		Guest Chair - Exam	8	\$270.00	\$2,160.00
CRISIS & RESPITE		Guest Chair - Office	6	\$300.00	\$1,800.00
CRISIS & RESPITE		Task Chair	17	\$800.00	\$13,600.00
CRISIS & RESPITE		Workstation	9	\$2,100.00	\$18,900.00
CRISIS & RESPITE		Workstation	5	\$3,300.00	\$16,500.00
CRISIS & RESPITE		Task Chair	2	\$800.00	\$1,600.00
CRISIS & RESPITE		Workstation	2	\$2,100.00	\$4,200.00
CRISIS & RESPITE		Task Chair	4	\$600.00	\$2,400.00
CRISIS & RESPITE		Workstation	2	\$2,100.00	\$4,200.00
CRISIS & RESPITE		Lounge Chair	8	\$1,200.00	\$9,600.00
CRISIS & RESPITE		Guest Chair - Office	18	\$300.00	\$5,400.00
CRISIS & RESPITE		Task Chair	15	\$800.00	\$12,000.00
CRISIS & RESPITE		Workstation	6	\$2,100.00	\$12,600.00
CRISIS & RESPITE		2-seat Sofa	9	\$1,800.00	\$16,200.00
CRISIS & RESPITE		Dining Chair - Staff	2	\$1,800.00	\$3,600.00
CRISIS & RESPITE		Dining Table - Staff	1	\$1,800.00	\$1,800.00
CRISIS & RESPITE		5m Occasional Table	1	\$1,800.00	\$1,800.00
CRISIS & RESPITE		Guest Chair - Office	33	\$1,800.00	\$59,400.00
CRISIS & RESPITE		Lounge Chair	34	\$600.00	\$20,400.00
CRISIS & RESPITE		Workstation	13	\$2,100.00	\$27,300.00
CRISIS & RESPITE		2-seat Sofa	41	\$3,300.00	\$135,300.00
CRISIS & RESPITE		Workstation	2	\$1,600.00	\$3,200.00
CRISIS & RESPITE		Guest Chair - Office	8	\$300.00	\$2,400.00
CRISIS & RESPITE		Lounge Chair	10	\$1,200.00	\$12,000.00
CRISIS & RESPITE		Multi-Purpose Chair	2	\$380.00	\$760.00
CRISIS & RESPITE		5m Occasional Table	8	\$350.00	\$2,800.00
CRISIS & RESPITE		Task Chair	4	\$600.00	\$2,400.00
CRISIS & RESPITE		Workstation	4	\$3,300.00	\$13,200.00
CRISIS & RESPITE		2-seat Sofa	3	\$1,600.00	\$4,800.00

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 - Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review

Table 1 - New Equipment Description

DEPARTMENT NAME	Item ID	Description, including make, manufacturer, year of manufacture where applicable	Number of Units	Unit Price	Line Amount for Purchase Price
PATIENT CARE UNIT/PRIMARY CARE		3-seat Sofa	42	\$2,100.00	\$88,200.00
PATIENT CARE UNIT/PRIMARY CARE		Dining Chair - BH	12	\$900.00	\$10,800.00
PATIENT CARE UNIT/PRIMARY CARE		Dining Table - BH	10	\$700.00	\$7,000.00
PATIENT CARE UNIT/PRIMARY CARE		Guest Chair - Exam	26	\$360.00	\$9,360.00
PATIENT CARE UNIT/PRIMARY CARE		Guest Chair - Waiting	72	\$420.00	\$30,240.00
PATIENT CARE UNIT/PRIMARY CARE		Multipurpose Chair - BH	11	\$540.00	\$5,940.00
PATIENT CARE UNIT/PRIMARY CARE		Sm Occasional Table	10	\$800.00	\$8,000.00
PATIENT CARE UNIT/PRIMARY CARE		Task Chair	4	\$2,100.00	\$8,400.00
PATIENT CARE UNIT/PRIMARY CARE		Workstation	2	\$1,800.00	\$3,600.00
PATIENT - LEVEL 3		2-seat Sofa	1	\$2,100.00	\$2,100.00
PATIENT - LEVEL 3		3-seat Sofa	60	\$290.00	\$17,400.00
PATIENT - LEVEL 3		Dining Chair - BH	18	\$180.00	\$3,240.00
PATIENT - LEVEL 3		Dining Table - BH	8	\$900.00	\$7,200.00
PATIENT - LEVEL 3		Dining Table - Staff	2	\$480.00	\$960.00
PATIENT - LEVEL 3		Guest Chair - BH	36	\$270.00	\$9,720.00
PATIENT - LEVEL 3		Guest Chair - Exam	7	\$300.00	\$2,100.00
PATIENT - LEVEL 3		Guest Chair - Office	5	\$320.00	\$1,600.00
PATIENT - LEVEL 3		Lg Occasional Table	1	\$720.00	\$720.00
PATIENT - LEVEL 3		Lounge Chair	16	\$1,200.00	\$19,200.00
PATIENT - LEVEL 3		Sm Occasional Table	9	\$340.00	\$3,060.00
PATIENT - LEVEL 3		Storage Pad (B/B/F)	16	\$800.00	\$12,800.00
PATIENT - LEVEL 3		Task Chair	32	\$600.00	\$19,200.00
PATIENT - LEVEL 3		Upright Piano - Institutional	1	\$4,800.00	\$4,800.00
PATIENT - LEVEL 3		Workstation	12	\$2,100.00	\$25,200.00
PATIENT - LEVEL 3		Workstation	3	\$3,200.00	\$9,600.00
PATIENT - LEVEL 3		Workstation	2	\$4,200.00	\$8,400.00
PATIENT - LEVEL 4		2-seat Sofa	2	\$1,800.00	\$3,600.00
PATIENT - LEVEL 4		3-seat Sofa	68	\$2,100.00	\$142,800.00
PATIENT - LEVEL 4		Dining Chair - BH	8	\$420.00	\$3,360.00
PATIENT - LEVEL 4		Dining Chair - Staff	21	\$180.00	\$3,780.00
PATIENT - LEVEL 4		Dining Table - BH	2	\$18,900.00	\$37,800.00
PATIENT - LEVEL 4		Dining Table - Staff	36	\$480.00	\$17,280.00
PATIENT - LEVEL 4		Guest Chair - BH	5	\$270.00	\$1,350.00
PATIENT - LEVEL 4		Guest Chair - Exam	2	\$320.00	\$640.00
PATIENT - LEVEL 4		Guest Chair - Office	23	\$720.00	\$16,560.00
PATIENT - LEVEL 4		Lg Occasional Table	11	\$1,200.00	\$13,200.00
PATIENT - LEVEL 4		Lounge Chair	12	\$540.00	\$6,480.00
PATIENT - LEVEL 4		Sm Occasional Table	28	\$360.00	\$10,080.00
PATIENT - LEVEL 4		Storage Pad (B/B/F)	1	\$600.00	\$600.00
PATIENT - LEVEL 4		Task Chair	1	\$4,800.00	\$4,800.00
PATIENT - LEVEL 4		Upright Piano - Institutional	12	\$2,100.00	\$25,200.00
PATIENT - LEVEL 4		Workstation	3	\$3,300.00	\$9,900.00
PATIENT - LEVEL 4		Workstation	17	\$4,200.00	\$71,400.00
PATIENT - LEVEL 5		Dining Table - BH	3	\$900.00	\$2,700.00
PATIENT - LEVEL 5		Dining Table - Staff	52	\$420.00	\$21,840.00
PATIENT - LEVEL 5		Dining Chair - BH	6	\$180.00	\$1,080.00
PATIENT - LEVEL 5		Dining Chair - Staff	48	\$420.00	\$20,160.00
PATIENT - LEVEL 5		Guest Chair - BH	4	\$270.00	\$1,080.00
PATIENT - LEVEL 5		Guest Chair - Exam	11	\$300.00	\$3,300.00
PATIENT - LEVEL 5		Guest Chair - Office	36	\$420.00	\$15,120.00
PATIENT - LEVEL 5		Multipurpose Chair - BH	30	\$600.00	\$18,000.00
PATIENT - LEVEL 5		Task Chair	10	\$360.00	\$3,600.00
PATIENT - LEVEL 5		Storage Pad (B/B/F)	17	\$2,100.00	\$35,700.00
PATIENT - LEVEL 5		Workstation	3	\$3,300.00	\$9,900.00
PATIENT - LEVEL 5		Workstation	2	\$1,200.00	\$2,400.00
PATIENT - LEVEL 5		Lounge Chair	1	\$540.00	\$540.00
PATIENT - LEVEL 5		Sm Occasional Table	2	\$3,000.00	\$6,000.00
PATIENT - LEVEL 6		Conference Table - Lg	1	\$6,000.00	\$6,000.00

New York State Department of Health Mount Sinai Behavioral Health Center
 Certificate of Need Application
 Schedule 11 - Moveable Equipment
 For Article 28, 36, and 40 Construction Projects Requiring Full or Administrative Review *

Table 1: New Equipment Description

DEPARTMENT NAME	Item ID	Description, including model, manufacturer, year of manufacture, where applicable.	Number of units	Unit Price	Estimated Amount of Purchase Price
PUBLIC/ADMIN - LEVEL 6		Conference Chair	12	\$480.00	\$5,760.00
PUBLIC/ADMIN - LEVEL 6		Conference Chair - Exec	14	\$600.00	\$8,400.00
PUBLIC/ADMIN - LEVEL 6	WS Type B	Workstation	12	\$2,100.00	\$25,200.00
PUBLIC/ADMIN - LEVEL 6	WS Type D	Workstation	15	\$4,200.00	\$63,000.00
PUBLIC/ADMIN - LEVEL 6	WS Type E	Workstation	3	\$6,000.00	\$18,000.00
PUBLIC/ADMIN - LEVEL 6		Task Chair	30	\$600.00	\$18,000.00
PUBLIC/ADMIN - LEVEL 6		Guest Chair - Office	41	\$300.00	\$12,300.00
PUBLIC/ADMIN - LEVEL 6		Work Table - 36dia	3	\$600.00	\$1,800.00
PUBLIC/ADMIN - LEVEL 6		2-seat Sofa	1	\$1,800.00	\$1,800.00
PUBLIC/ADMIN - LEVEL 6		Lounge Chair	2	\$1,200.00	\$2,400.00
PUBLIC/ADMIN - LEVEL 6		Sm Occasional Table	2	\$540.00	\$1,080.00
TOTAL FURNITURE PURCHASE COSTS, WHERE APPLICABLE					\$1,520,820.00
FURNITURE INSTALLATION					\$200,000.00
TOTAL MOVEABLE EQUIPMENT + FURNITURE COSTS					\$3,551,283
ALLOTMENT FOR ESCALATION @6%					\$213,077
GRAND TOTAL MOVEABLE EQUIPMENT + FURNITURE COSTS					\$3,764,360

Schedule 13 A. Assurances From Article 28 Applicants

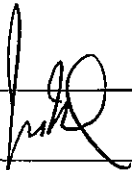
Article 28 applicants seeking combined establishment and construction or construction approval only must complete this schedule.

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

July 11, 2019


Signature:

Jeremy Boal, M.D.

Name (Please Type)

President

Title (Please type)

Mount Sinai Beth Israel

Mount Sinai Comprehensive Behavioral Health Center

Notes for Schedule 13 B/C/D

The Hospital is providing three (3) separate sets of Schedule 13 B/C/D documents as part of this C.O.N. Application, as follows:

- Set #1 – Includes Mount Sinai Beth Israel (MSBI), Mount Sinai Brooklyn (MSB, which is a division of MSBI) and the New York Eye and Ear Institute of Mount Sinai (NYEEI) combined, inclusive of all services (including acute and behavioral health services). This set of Schedule 13 B/C/D documents represents the information in Set #2 plus the information in Set #3.
- Set #2 – Includes MSBI (with its MSB division) and NYEEI for the new hospital campus, exclusive of behavioral health services of MSBI (which will not be located on the new hospital campus).
- Set #3 – Includes all behavioral health services of MSBI (neither MSB nor NYEEI provide behavioral health services).

As noted in the documents, the Current Year represents year 2018 for the facilities/services noted at the top of each schedule. Year 1 and Year 3 represent the incremental changes associated with the implementation of this project.

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

Schedule 13B

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

Name of medical director:	
License number of the Medical Director	

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

Acute care facility with which an affiliation agreement is being negotiated:	
In the space below, indicate the status of those negotiations:	

Distance in miles from the proposed facility to the acute care affiliate.	
Distance in minutes of travel time from the proposed facility to the acute care affiliate.	
Name of the acute care facility, nearest the proposed facility:	
Distance in miles from the proposed facility to the nearest acute care facility:	
Distance in minutes of travel time from the proposed facility to the nearest acute care facility.	

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

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

Schedule 13B

Table 13B - 2. Ambulatory surgery centers should complete the following Table: N/A

List all practitioners -- including surgeons, Dentists and Podiatrists, who have expressed an interest in practicing at the Center.
NOTE: Attach copies of letters from each giving the number and type of procedures he or she expects to perform per year.

Practitioner's Name	License No.	Specialty (s)	Board Certified or Eligible	Expected Number of Procedures	List hospitals where Physician has Admitting Privileges:	Title and File Name of
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			
			YES <input type="checkbox"/> NO <input type="checkbox"/>			

New York State Department of Health
Certificate of Need Application

Schedule 13B

Schedule 13 B. Staffing

MSBI/MSBrooklyn/NYEEI

Table 13B - 1: See "Schedules Required for Each Type of CON" to determine when this form is required. Use the "Other" categories for providers, such as dentists, that are not mentioned in the staff categories. If a project involves multiple sites please create a staffing table for each site.

Total Project Subproject number _____

A		B	C	D
Staffing Categories		Number of FTEs to the Nearest Tenth		
		Current Year*	First Year incremental	Third Year incremental
1.	Management & Supervision	432.6	-162.9	-162.9
2.	Technician & Specialist	654.3	-160.2	-160.2
3.	Registered Nurses	1,023.7	-254.0	-254.0
4.	Licensed Practical Nurses	12.0	-0.3	-0.3
5.	Aides, Orderlies & Attendants	510.4	-203.0	-203.0
6.	Physicians	13.3	21.7	21.7
7.	PGY Physicians	354.6	-141.4	-141.4
8.	Physicians' Assistants	103.5	-25.4	-25.4
9.	Nurse Practitioners	27.1	-15.1	-15.1
10.	Nurse Midwife	1.0	0.0	0.0
11.	Social Workers and Psychologist**	62.9	0.7	0.7
12.	Physical Therapists and PT Assistants	29.4	6.1	6.1
13.	Occupational Therapists and OT Assistants	8.3	-2.9	-2.9
14.	Speech Therapists and Speech Assistants	7.1	0.8	0.8
15.	Other Therapists and Assistants	269.8	-36.7	-36.7
16.	Infection Control, Environment and Food Service	468.6	-129.5	-129.5
17.	Clerical & Other Administrative	818.5	-226.2	-226.2
18.	Other	73.6	-5.8	-5.8
19.	Other			
20.	Other			
21.	Total Number of Employees	4,870.6	-1,334.0	-1,334.0

* Last complete year prior to submitting application

** Use only for RHC and D and T Center proposals

Describe how the number and mix of staff were determined:

The Current Year reflects MSBI (acute and behavioral health) and NYEEI staffing based on actual staffing of MSBI and NYEEI in 2018. The incremental staffing for Year 1 and Year 3 is based on the incremental inpatient and outpatient utilization reflected in Schedule 13D-2 and Schedule 13D-3.

Unlike other hospitals that have shut their doors, Mount Sinai is transforming MSBI and changing the way it delivers care by expanding access, improving quality and preserving jobs, in order to better meet the evolving needs of the communities it serves. Although the number of jobs at the new campus may be lower than it is today, the number of jobs throughout the health system at large will continue to grow. Mount Sinai Beth Israel has an agreement to preserve all 1199 union jobs throughout the transformation. Some positions will be moved to other parts of the health system—with no loss of salary or benefits—and will be realigned with the changing delivery of health care. NYEEI's employees are critically important to the mission of NYEEI because they have specialized expertise and valuable experience. We need their expertise and experience and we want to preserve as many of their jobs as possible. Therefore, while the CON schedule 13B shows 1,334 fewer jobs, the reality is that the vast majority of jobs will be preserved and moved elsewhere in the health system—which is not reflected on this schedule.

Schedule 13 C. Annual Operating Costs

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

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 total incremental costs in current year dollars. Current year costs added to first year incremental cost impact should equal total first year budget. Current year costs added to third year incremental budget should equal total third year budget. Show cost reductions in parentheses.

MSBI/MSBrooklyn/NYEEI

Total Project
 Subproject Number

Table 13C - 1

	a	b	c
Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 432,417	\$ (88,465)	\$ (72,827)
1a. FTEs	4,870.6	(1,334.0)	(1,334.0)
2. Employee Benefits	\$ 151,582	\$ (25,470)	\$ (19,756)
3. Professional Fees	\$ 99,567	\$ (7,249)	\$ (3,931)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 378,298.00	\$ (103,846)	\$ (96,654)
9. Subtotal (total 1-8)	\$ 1,061,864	\$ (225,030)	\$ (193,168)
10. Interest	\$ 3,377	\$ 11,529	\$ 11,529
11. Depreciation and Rent	\$ 75,371	\$ 2,711	\$ (1,193)
12. Total Incremental Operating Costs	\$ 1,140,612	\$ (210,790)	\$ (182,832)

Note: Dollars are in thousands

New York State Department of Health
 Certificate of Need Application **MSBI/MSBrooklyn/NYEEI**

Table 13C - 2

	a	b	c
Inpatient Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 203,236	\$ (41,579)	\$ (34,229)
1a. FTEs	2,289.2	(627.0)	(627.0)
2. Employee Benefits	\$ 71,244	\$ (11,971)	\$ (9,285)
3. Professional Fees	\$ 46,796	\$ (3,407)	\$ (1,848)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 177,800	\$ (48,808)	\$ (45,427)
9. Subtotal (total 1-8)	\$ 499,076	\$ (105,764)	\$ (90,789)
10. Interest	\$ 1,587	\$ 5,419	\$ 5,419
11. Depreciation and Rent	\$ 35,424	\$ 1,274	\$ (561)
12. Total Incremental Inpatient Operating Costs	\$ 536,088	\$ (99,071)	\$ (85,931)

Note: Dollars are in thousands

Table 13C - 3

	a	b	c
Outpatient Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 229,181	\$ (46,886)	\$ (38,598)
1a. FTEs	2,581.4	(707.0)	(707.0)
2. Employee Benefits	\$ 80,338	\$ (13,499)	\$ (10,471)
3. Professional Fees	\$ 52,771	\$ (3,842)	\$ (2,083)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 200,498	\$ (55,038)	\$ (51,227)
9. Subtotal (total 1-8)	\$ 562,788	\$ (119,266)	\$ (102,379)
10. Interest	\$ 1,790	\$ 6,110	\$ 6,110
11. Depreciation and Rent	\$ 39,947	\$ 1,437	\$ (632)
12. Total Incremental Outpatient Operating Costs	\$ 604,524	\$ (111,719)	\$ (96,901)

Note: Dollars are in thousands

	Title of Attachment	Title of Attachment
1. In an attachment, provide the basis and supporting calculations for depreciation and rent expense	Schedule 13 Attachment	N/A
2. In an attachment, provide the basis for interest cost. Separately identify, with supporting calculations, interest attributed to mortgages and working capital	Schedule 13 Attachment	N/A

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

New York State Department of Health
 Certificate of Need Application

Schedule 13D

MSBI/MSBrooklyn/NYEEI

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)	1/1/18	1/1/23	1/1/25
1. Daily Hospital Services	\$ 459,509	\$ (147,945)	\$ (136,639)
2. Ambulatory Services	\$ 510,583	\$ (18,865)	\$ 4,109
3. Ancillary Services			
4. Total Gross Patient Care Services Rendered	\$ 970,092	\$ (166,810)	\$ (132,530)
5. Deductions from Revenue			
6. Net Patient Care Services Revenue	\$ 970,092	\$ (166,810)	\$ (132,530)
7. Other Operating Revenue (Identify sources)	\$ 68,597	\$ (22,463)	\$ (21,407)
8. Total Operating Revenue (Total 1-7)	\$ 1,038,689	\$ (189,273)	\$ (153,937)
9. Non-Operating Revenue	\$ 9,343		
10. Total Project Revenue	\$ 1,048,032	\$ (189,273)	\$ (153,937)

Note: Dollars are in thousands

New York State Department of Health
Certificate of Need Application

Schedule 13D

Table 13D - 3

MSBI/MSBrooklyn/NYEEI

* Various inpatient services may be reimbursed as discharges or days. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.

Patient Days Patient Discharges

Inpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Patient Days or discharges*	Net Revenue*		Patient Days or discharges*	Net Revenue*		Patient Days or discharges*	Net Revenue*	
			%	Dollars (\$)		% based on days or discharges	Dollars-(\$)		% based on days or discharges	Dollars-(\$)
Commercial	Fee for Service									
	Managed Care	3,994	15.4%	\$ 82,761	(492)	9.4%	\$ (26,368)	(492)	9.4%	\$ (24,327)
Medicare	Fee for Service	7,550	29.0%	\$ 167,191	(1,863)	35.6%	\$ (57,363)	(1,863)	35.6%	\$ (53,406)
	Managed Care	5,384	20.7%	\$ 84,478	(1,398)	26.7%	\$ (20,851)	(1,398)	26.7%	\$ (18,541)
Medicaid	Fee for Service	2,222	8.5%	\$ 45,439	(423)	8.1%	\$ (23,188)	(423)	8.1%	\$ (16,433)
	Managed Care	6,671	25.6%	\$ 70,783	(1,016)	19.4%	\$ (15,834)	(1,016)	19.4%	\$ (19,746)
Private Pay										
OASAS										
OMH										
Charity Care		Inc. in All Other			Inc. in All Other			Inc. in All Other		
Bad Debt										
All Other		192	0.8%	\$ 8,857	(41)	0.8%	\$ (4,341)	(41)	0.8%	\$ (4,186)
Total		26,013	100.0%	\$ 459,509	(5,233)	100.0%	\$ (147,945)	(5,233)	100.0%	\$ (136,639)

Note: Dollars are in thousands

MSBI/MSBrooklyn/NYEEI

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 (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service									
	Managed Care	238,951	31.2%	\$ 215,823	(4,038)	-65.2%	\$ (11,156)	660	-65.2%	\$ (1,608)
Medicare	Fee for Service	116,279	15.2%	\$ 70,022	709	11.5%	\$ (2,958)	3,049	11.5%	\$ 150
	Managed Care	117,964	15.4%	\$ 65,270	(736)	-11.9%	\$ (3,761)	1,609	-11.9%	\$ (896)
Medicaid	Fee for Service	21,757	2.8%	\$ 57,662	794	12.8%	\$ 2,082	1,245	12.8%	\$ 4,991
	Managed Care	241,409	31.5%	\$ 83,338	10,380	167.7%	\$ (347)	15,416	167.7%	\$ 3,477
Private Pay										
OASAS										
OMH										
Charity Care		Inc. in All Other			Inc. in All Other			Inc. in All Other		
Bad Debt										
All Other		30,348	4.0%	\$ 18,468	(919)	-14.8%	\$ (2,725)	(330)	-14.8%	\$ (2,005)
Total		766,708	100.0%	\$ 510,583	6,190	100.0%	\$ (18,865)	21,649	100.0%	\$ 4,109

Note: Dollars are in thousands

Total of Inpatient and Outpatient Services			\$ 970,092			\$ (166,810)			\$ (132,530)
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	Title of Attachment	Filename of Attachment
1. In an attachment, provide the basis and supporting calculations for all revenues by payor.	Reimbursement rates are based on Mount Sinai Health System's existing payment rates	N/A
2. In an attachment, provide the basis for charity care.	Charity Care is based on the experience of MSBI and NYEEI.	N/A

New York State Department of Health
Certificate of Need Application

Schedule 13B

Schedule 13 B. Staffing

Table 13B - 1: See "Schedules Required for Each Type of CON" to determine when this form is required. Use the "Other" categories for providers, such as dentists, that are not mentioned in the staff categories. If a project involves multiple sites please create a staffing table for each site.

New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

Total Project Subproject number _____

A		B	C	D
		Number of FTEs to the Nearest Tenth		
Staffing Categories		Current Year*	First Year incremental	Third Year incremental
1.	Management & Supervision	413.0	-163.9	-163.9
2.	Technician & Specialist	637.8	-175.0	-175.0
3.	Registered Nurses	946.6	-247.6	-247.6
4.	Licensed Practical Nurses	12.0	-0.3	-0.3
5.	Aides, Orderlies & Attendants	448.7	-190.5	-190.5
6.	Physicians	0.3	14.7	14.7
7.	PGY Physicians	311.8	-138.2	-138.2
8.	Physicians' Assistants	88.9	-23.8	-23.8
9.	Nurse Practitioners	27.1	-15.1	-15.1
10.	Nurse Midwife	1.0	0.0	0.0
11.	Social Workers and Psychologist**	41.9	-6.4	-6.4
12.	Physical Therapists and PT Assistants	29.4	5.4	5.4
13.	Occupational Therapists and OT Assistants	3.3	-1.5	-1.5
14.	Speech Therapists and Speech Assistants	7.1	0.8	0.8
15.	Other Therapists and Assistants	250.0	-34.5	-34.5
16.	Infection Control, Environment and Food Service	468.6	-202.2	-202.2
17.	Clerical & Other Administrative	788.3	-226.3	-226.3
18.	Other	67.6	-3.8	-3.8
19.	Other			
20.	Other			
21.	Total Number of Employees	4,543.3	-1,408.2	-1,408.2

* Last complete year prior to submitting application

** Use only for RHC/F and D and T Center proposals

Describe how the number and mix of staff were determined:

The Current Year reflects MSBI (acute), MSBrooklyn and NYEEI staffing based on actual staffing of MSBI and NYEEI in 2018. The incremental staffing for Year 1 and Year 3 is based on the incremental inpatient and outpatient utilization reflected in Schedule 13D-2 and Schedule 13D-3.

Schedule 13 C. Annual Operating Costs

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

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 total incremental costs in current year dollars. Current year costs added to first year incremental cost impact should equal total first year budget. Current year costs added to third year incremental budget should equal total third year budget. Show cost reductions in parentheses.

New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

Total Project
 Subproject Number

Table 13C - 1

	a	b	c
Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 394,512	\$ (91,606)	\$ (77,627)
1a. FTEs	4,543.3	(1,408.2)	(1,408.2)
2. Employee Benefits	\$ 133,804	\$ (26,658)	\$ (21,711)
3. Professional Fees	\$ 91,853	\$ (6,645)	\$ (3,614)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 374,913	\$ (105,514)	\$ (98,526)
9. Subtotal (total 1-8)	\$ 995,082	\$ (230,423)	\$ (201,478)
10. Interest	\$ 3,377	\$ 11,529	\$ 11,529
11. Depreciation and Rent	\$ 73,371	\$ (9,903)	\$ (14,396)
12. Total Incremental Operating Costs	\$ 1,071,830	\$ (228,797)	\$ (204,345)

Note: Dollars are in thousands

New York State Department of Health
 Certificate of Need Application
New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

Table 13C - 2

	a	b	c
Inpatient Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 185,421	\$ (43,055)	\$ (36,485)
1a. FTEs	2,135.3	(661.9)	(661.9)
2. Employee Benefits	\$ 62,888	\$ (12,529)	\$ (10,204)
3. Professional Fees	\$ 43,171	\$ (3,123)	\$ (1,699)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 176,209	\$ (49,592)	\$ (46,307)
9. Subtotal (total 1-8)	\$ 467,689	\$ (108,299)	\$ (94,695)
10. Interest	\$ 1,587	\$ 5,419	\$ 5,419
11. Depreciation and Rent	\$ 34,484	\$ (4,654)	\$ (6,766)
12. Total Incremental Inpatient Operating Costs	\$ 503,760	\$ (107,535)	\$ (96,042)

Note: Dollars are in thousands

Table 13C - 3

	a	b	c
Outpatient Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 209,091	\$ (48,551)	\$ (41,142)
1a. FTEs	2,407.9	(746.3)	(746.3)
2. Employee Benefits	\$ 70,916	\$ (14,129)	\$ (11,507)
3. Professional Fees	\$ 48,682	\$ (3,522)	\$ (1,915)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 198,704	\$ (55,922)	\$ (52,219)
9. Subtotal (total 1-8)	\$ 527,393	\$ (122,124)	\$ (106,783)
10. Interest	\$ 1,790	\$ 6,110	\$ 6,110
11. Depreciation and Rent	\$ 38,887	\$ (5,249)	\$ (7,630)
12. Total Incremental Outpatient Operating Costs	\$ 568,070	\$ (121,262)	\$ (108,303)

Note: Dollars are in thousands

	Title of Attachment	Title of Attachment
1. In an attachment, provide the basis and supporting calculations for depreciation and rent expense	Schedule 13 Attachment	N/A
2. In an attachment, provide the basis for interest cost. Separately identify, with supporting calculations, interest attributed to mortgages and working capital	Schedule 13 Attachment	N/A

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

New York State Department of Health
 Certificate of Need Application

Schedule 13D

New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

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)	1/1/18	1/1/23	1/1/25
1. Daily Hospital Services	\$ 418,870	\$ (157,134)	\$ (147,841)
2. Ambulatory Services	\$ 503,234	\$ (29,323)	\$ (7,068)
3. Ancillary Services			
4. Total Gross Patient Care Services Rendered	\$ 922,104	\$ (186,457)	\$ (154,909)
5. Deductions from Revenue			
6. Net Patient Care Services Revenue	\$ 922,104	\$ (186,457)	\$ (154,909)
7. Other Operating Revenue (Identify sources)	\$ 68,597	\$ (22,463)	\$ (21,407)
8. Total Operating Revenue (Total 1-7)	\$ 990,701	\$ (208,920)	\$ (176,316)
9. Non-Operating Revenue	\$ 9,343		
10. Total Project Revenue	\$ 1,000,044	\$ (208,920)	\$ (176,316)

Note: Dollars are in thousands

New York State Department of Health
 Certificate of Need Application

Schedule 13D

Table 13D - 3

New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

* Various inpatient services may be reimbursed as discharges or days. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.

Patient Days Patient Discharges

Inpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Patient Days or discharges*	Net Revenue*		Patient Days or discharges*	Net Revenue*		Patient Days or discharges*	Net Revenue*	
			%	Dollars (\$)		% based on days or discharges	Dollars-(\$)		% based on days or discharges	Dollars-(\$)
Commercial	Fee for Service									
	Managed Care	3,569	17.2%	\$ 78,481	(769)	14.7%	\$ (30,093)	(769)	14.7%	\$ (28,375)
Medicare	Fee for Service	6,989	33.8%	\$ 160,097	(1,877)	35.9%	\$ (61,746)	(1,877)	35.9%	\$ (58,253)
	Managed Care	5,006	24.2%	\$ 80,902	(1,408)	26.9%	\$ (23,062)	(1,408)	26.9%	\$ (20,985)
Medicaid	Fee for Service	1,302	6.3%	\$ 39,426	(352)	6.7%	\$ (17,174)	(352)	6.7%	\$ (16,399)
	Managed Care	3,692	17.8%	\$ 51,138	(789)	15.1%	\$ (20,711)	(789)	15.1%	\$ (19,635)
Private Pay										
OASAS										
OMH										
Charity Care		Inc. in All Other			Inc. in All Other			Inc. in All Other		
Bad Debt										
All Other		142	0.7%	\$ 8,826	(35)	0.7%	\$ (4,348)	(35)	0.7%	\$ (4,194)
Total		20,700	100.0%	\$ 418,870	(5,230)	100.0%	\$ (157,134)	(5,230)	100.0%	\$ (147,841)

Note: Dollars are in thousands

New York State Department of Health
Certificate of Need Application

Schedule 13D

New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

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 (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service									
	Managed Care	232,783	32.2%	\$ 214,765	(9,555)	29.7%	\$ (12,661)	(5,090)	29.7%	\$ (3,217)
Medicare	Fee for Service	109,913	15.2%	\$ 68,931	(4,984)	15.5%	\$ (4,512)	(2,885)	15.5%	\$ (1,510)
	Managed Care	113,024	15.6%	\$ 64,423	(5,153)	16.0%	\$ (4,966)	(2,996)	16.0%	\$ (2,184)
Medicaid	Fee for Service	19,861	2.7%	\$ 57,337	(902)	2.8%	\$ 1,619	(523)	2.8%	\$ 4,496
	Managed Care	218,695	30.2%	\$ 79,443	(9,930)	31.0%	\$ (5,889)	(5,755)	31.0%	\$ (2,446)
Private Pay										
OASAS										
OMH										
Charity Care		Inc. in All Other			Inc. in All Other			Inc. in All Other		
Bad Debt										
All Other		29,573	4.1%	\$ 18,335	(1,611)	5.0%	\$ (2,914)	(1,052)	5.0%	\$ (2,207)
Total		723,849	100.0%	\$ 503,234	(32,135)	100.0%	\$ (29,323)	(18,301)	100.0%	\$ (7,068)

Note: Dollars are in thousands

Total of Inpatient and Outpatient Services			\$922,104			\$ (186,457)			\$ (154,909)
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	Title of Attachment	Filename of Attachment
1. In an attachment, provide the basis and supporting calculations for all revenues by payor.	Reimbursement rates are based on Mount Sinai Health System's existing payment rates	N/A
2. In an attachment, provide the basis for charity care.	Charity Care is based on the experience of MSBI and NYEEI.	N/A

The Mount Sinai Comprehensive Behavioral Health Center

Schedule 13 B. Staffing

Table 13B - 1: See "Schedules Required for Each Type of CON" to determine when this form is required. Use the "Other" categories for providers, such as dentists, that are not mentioned in the staff categories. If a project involves multiple sites please create a staffing table for each site.

Total Project Subproject number _____

A		B	C	D
		Number of FTEs to the Nearest Tenth		
Staffing Categories		Current Year*	First Year incremental	Third Year incremental
1.	Management & Supervision	19.5	1.0	1.0
2.	Technician & Specialist	16.4	14.8	14.8
3.	Registered Nurses	77.1	-6.4	-6.4
4.	Licensed Practical Nurses	0.0	0.0	0.0
5.	Aides, Orderlies & Attendants	61.7	-12.5	-12.5
6.	Physicians	13.0	7.0	7.0
7.	PGY Physicians	42.8	-3.2	-3.2
8.	Physicians' Assistants	14.6	-1.6	-1.6
9.	Nurse Practitioners	0.0	0.0	0.0
10.	Nurse Midwife	0.0	0.0	0.0
11.	Social Workers and Psychologist**	21.1	7.1	7.1
12.	Physical Therapists and PT Assistants	0.0	0.6	0.6
13.	Occupational Therapists and OT Assistants	5.0	-1.4	-1.4
14.	Speech Therapists and Speech Assistants	0.0	0.0	0.0
15.	Other Therapists and Assistants	19.8	-2.2	-2.2
16.	Infection Control, Environment and Food Service	0.0	72.7	72.7
17.	Clerical & Other Administrative	30.3	0.1	0.1
18.	Other	6.0	-2.0	-2.0
19.	Other			
20.	Other			
21.	Total Number of Employees	327.3	74.2	74.2

* Last complete year prior to submitting application
 ** Use only for RHCF and D and T Center proposals

Describe how the number and mix of staff were determined:

The Current Year reflects MSBI (behavioral health) staffing based on actual staffing in 2018. The incremental staffing for Year 1 and Year 3 is based on the incremental inpatient and outpatient utilization reflected in Schedule 13D-2 and 13D-3.

Schedule 13 C. Annual Operating Costs

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

The Mount Sinai Comprehensive Behavioral Health Center

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 total incremental costs in current year dollars. Current year costs added to first year incremental cost impact should equal total first year budget. Current year costs added to third year incremental budget should equal total third year budget. Show cost reductions in parentheses.

Total Project
 Subproject Number

Table 13C - 1

	a	b	c
Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 37,905	\$ 3,141	\$ 4,799
1a. FTEs	327.3	74.2	74.2
2. Employee Benefits	\$ 17,778	\$ 1,188	\$ 1,955
3. Professional Fees	\$ 7,714	\$ (603)	\$ (317)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 3,385	\$ 1,668	\$ 1,872
9. Subtotal (total 1-8)	\$ 66,782	\$ 5,394	\$ 8,309
10. Interest			
11. Depreciation and Rent	\$ 2,000	\$ 12,614	\$ 13,203
12. Total Incremental Operating Costs	\$ 68,782	\$ 18,008	\$ 21,512

Note: Dollars are in thousands

New York State Department of Health
Certificate of Need Application

The Mount Sinai Comprehensive Behavioral Health Center

Table 13C - 2

	a	b	c
Inpatient Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 17,815	\$ 1,476	\$ 2,256
1a. FTEs	153.8	34.9	34.9
2. Employee Benefits	\$ 8,356	\$ 558	\$ 919
3. Professional Fees	\$ 3,626	\$ (283)	\$ (149)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 1,591	\$ 784	\$ 880
9. Subtotal (total 1-8)	\$ 31,388	\$ 2,535	\$ 3,905
10. Interest			
11. Depreciation and Rent	\$ 940	\$ 5,929	\$ 6,205
12. Total Incremental Inpatient Operating Costs	\$ 32,328	\$ 8,464	\$ 10,111

Note: Dollars are in thousands

Table 13C - 3

	a	b	c
Outpatient Categories	Current Year	Year 1 Incremental Cost Impact	Year 3 Incremental Cost Impact
Start date of year in question: (m/d/yyyy)	1/1/18	1/1/23	1/1/25
1. Salaries and Wages	\$ 20,090	\$ 1,665	\$ 2,543
1a. FTEs	173.5	39.3	39.3
2. Employee Benefits	\$ 9,422	\$ 630	\$ 1,036
3. Professional Fees	\$ 4,088	\$ (320)	\$ (168)
4. Medical & Surgical Supplies			
5. Non-med., non-surg. Supplies			
6. Utilities			
7. Purchased Services			
8. Other Direct Expenses	\$ 1,794	\$ 884	\$ 992
9. Subtotal (total 1-8)	\$ 35,394	\$ 2,898	\$ 4,404
10. Interest			
11. Depreciation and Rent	\$ 1,060	\$ 6,685	\$ 6,998
12. Total Incremental Outpatient Operating Costs	\$ 36,454	\$ 9,584	\$ 11,401

Note: Dollars are in thousands

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

Schedule 13C

	Title of Attachment	Title of Attachment
1. In an attachment, provide the basis and supporting calculations for depreciation and rent expense	Schedule 13 Attachment	N/A
2. In an attachment, provide the basis for interest cost. Separately identify, with supporting calculations, interest attributed to mortgages and working capital	N/A	N/A

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

The Mount Sinai Comprehensive Behavioral Health Center

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)	1/1/18	1/1/23	1/1/25
1. Daily Hospital Services	\$ 40,639	\$ 9,189	\$ 11,202
2. Ambulatory Services	\$ 7,349	\$ 10,458	\$ 11,177
3. Ancillary Services			
4. Total Gross Patient Care Services Rendered	\$ 47,988	\$ 19,647	\$ 22,379
5. Deductions from Revenue			
6. Net Patient Care Services Revenue	\$ 47,988	\$ 19,647	\$ 22,379
7. Other Operating Revenue (Identify sources)			
8. Total Operating Revenue (Total 1-7)	\$ 47,988	\$ 19,647	\$ 22,379
9. Non-Operating Revenue			
10. Total Project Revenue	\$ 47,988	\$ 19,647	\$ 22,379

Note: Dollars are in thousands

The Mount Sinai Comprehensive Behavioral Health Center

Table 13D - 3

* Various inpatient services may be reimbursed as discharges or days. Applicant should indicate which method applies to this table by choosing the appropriate checkbox.

Patient Days Patient Discharges

Inpatient Services Source of Revenue		Total Current Year			First Year Incremental			Third Year Incremental		
		Patient Days or discharges*	Net Revenue*		Patient Days or discharges*	Net Revenue*		Patient Days or discharges*	Net Revenue*	
			%	Dollars (\$)		% based on days or discharges	Dollars-(\$)		% based on days or discharges	Dollars-(\$)
Commercial	Fee for Service									
	Managed Care	425	8.0%	\$4,280	277	-9233.3%	\$3,725	277	-9233.3%	\$4,048
Medicare	Fee for Service	561	10.6%	\$7,094	14	-466.7%	\$4,383	14	-466.7%	\$4,847
	Managed Care	378	7.1%	\$3,576	10	-333.3%	\$2,211	10	-333.3%	\$2,444
Medicaid	Fee for Service	920	17.3%	\$6,013	-71	2366.6%	-\$6,014	-71	2366.6%	-\$34
	Managed Care	2,979	56.1%	\$19,645	-227	7566.7%	\$4,877	-227	7566.7%	-\$111
Private Pay										
OASAS										
OMH										
Charity Care		Inc. in All Other			Inc. in All Other			Inc. in All Other		
Bad Debt										
All Other		50	0.9%	\$31	-6	200.0%	\$7	-6	200.0%	\$8
Total		5,313	100.0%	\$40,639	-3	100.0%	\$9,189	-3	100.0%	\$11,202

Note: Dollars are in thousands

The Mount Sinai Comprehensive Behavioral Health Center

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 (\$)		%	Dollars (\$)		%	Dollars (\$)
Commercial	Fee for Service									
	Managed Care	6,168	14.4%	\$ 1,058	5,517	14.4%	\$ 1,505	5,750	14.4%	\$ 1,608
Medicare	Fee for Service	6,366	14.9%	\$ 1,091	5,693	14.9%	\$ 1,554	5,934	14.9%	\$ 1,661
	Managed Care	4,940	11.5%	\$ 847	4,417	11.5%	\$ 1,205	4,605	11.5%	\$ 1,288
Medicaid	Fee for Service	1,896	4.4%	\$ 325	1,696	4.4%	\$ 463	1,768	4.4%	\$ 495
	Managed Care	22,714	53.0%	\$ 3,895	20,310	53.0%	\$ 5,542	21,171	53.0%	\$ 5,923
Private Pay										
OASAS										
OMH										
Charity Care		Inc. in All Other			Inc. in All Other			Inc. in All Other		
Bad Debt										
All Other		775	1.8%	\$ 133	692	1.8%	\$ 189	722	1.8%	\$ 202
Total		42,859	100.0%	\$ 7,349	38,325	100.0%	\$ 10,458	39,950	100.0%	\$ 11,177

Note: Dollars are in thousands

Total of Inpatient and Outpatient Services			\$ 47,988			\$ 19,647			\$ 22,379
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	Title of Attachment	Filename of Attachment
1. In an attachment, provide the basis and supporting calculations for all revenues by payor.	Reimbursement rates are based on Mount Sinai Health System's existing payment rates	N/A
2. In an attachment, provide the basis for charity care.	Charity Care is based on the experience of MSBL.	N/A

Schedule 13 Attachment

1. Calculation of Rent and Depreciation

Schedule 13 Attachment
 Calculation of Rent and Depreciation

Calculation of Rent

	Square Footage*	Cost per Square Foot	Annual Rent
Year 1	157,286	61.00	\$ 9,594,263
Year 2		62.22	\$ 9,786,148
Year 3		63.46	\$ 9,981,871

*rentable square footage

Calculation of Depreciation

Category	Cost	Useful Life	Depreciation Amount
Equipment	\$ 3,764,360	10	\$ 376,436
Telecommunications	\$ 6,453,698	7	\$ 921,957
Fees	\$ 771,485	20	\$ 33,574
Building	\$ 83,688,333	30	\$ 2,789,611
		TOTAL	\$ 4,121,578

Note: Depreciation does not include Landlord contribution toward building improvements.

Schedule 16 A. Hospital Program Information

- Mount Sinai Beth Israel (MSBI) is an existing acute care facility licensed under Article 28 of the Public Health Law.
- MSBI has been granted an Operating Certificate for acute care beds, including psychiatric beds, chemical dependence – detoxification beds, chemical dependence – rehabilitation beds and various services including Emergency Department, Comprehensive Psychiatric Emergency Program (CPEP) and Certified Mental Health Outpatient.
- This project proposes to create a replacement building for MSBI’s inpatient and outpatient behavioral services at 45 Rivington Street, New York (New York County), New York 10002.
- MSBI will continue to adhere to the highest standards required under 10 NYCRR Section 405 – Hospitals – Minimum Standards.
- MSBI will continue to adhere to the highest standards required under all applicable local, State and Federal regulations.

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

For Hospital-Based - Ambulatory Surgery Projects: **Not Applicable**
Please provide a list of ambulatory surgery categories you intend to provide.

List of Proposed Ambulatory Surgery Category

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

Number and Type of Operating Rooms:

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

Number and Type of Procedure Rooms:

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

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

Schedule 16B

Schedule 16 B. Community Need

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

Public Need Summary:

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

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

The primary service area (PSA) for this project is based on a patient origin analysis of MSBI. The PSA is comprised of 73 ZIP Codes (see Project Narrative Attachment 1). This area encompasses almost all of Manhattan, as well as some or all of the following Brooklyn neighborhoods: Williamsburg/Greenpoint, Bedford-Stuyvesant, Bushwick, Crown Heights/Prospect Heights and Brownsville.

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

In 2017, the PSA contained over two (2) million residents, which represents over 10% of the total New York State (NYS) population. About 70% of the PSA residents are working age adults between the ages of 18 and 64, approximately one-fifth (17%) are aged 18-and-under and 14% are aged 65 or older. The PSA is similar to Manhattan and more diverse than NYS as a whole. In 2017, about 26% of PSA residents were Hispanic, 17% were non-Hispanic African-American, 44% were non-Hispanic White and 11% were non-Hispanic Asian. Lastly, 24% of the PSA population in 2017 was foreign-born. Please refer to the following table for these statistics.

Table 1. Population Demographics, 2017

	PSA	Manhattan	New York State
2017 Population	2,163,997	1,653,877	19,798,228
Percent Age 18 and under	16.8%	14.5%	21.2%
Percent Age 65 and over	14.0%	15.3%	15.2%
Percent African-American, Non-Hispanic	17.1%	12.5%	14.4%
Percent Asian, Non-Hispanic	10.9%	11.9%	8.3%
Percent Hispanic	25.5%	26.1%	18.8%
Percent White, Non-Hispanic	43.9%	46.8%	55.9%
Percent Other, Including Two or More Races	2.6%	2.7%	2.6%
Percent Foreign-Born Individuals	24.4%	28.9%	22.7%

Source: U.S. Census Bureau

Socio-Economic

In 2017, the median income in the PSA was \$76,336, lower than that of Manhattan as a whole. Throughout the NYC boroughs, there is great disparity in median income levels. For example, in Manhattan, the median annual income at the census tract level ranges from a high of \$243,622 to a low of \$11,270. In addition, about 19% of the residents of the PSA live at or below the Federal Poverty Level (FPL) as compared to 17% for all of Manhattan and 15% for all of the State of New York. Pockets of high poverty in the PSA include East Harlem, Central Harlem and Manhattanville in Manhattan, as well as Bedford-Stuyvesant and Bushwick in Brooklyn.

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Homelessness and housing instability are also prevalent. In NYC, 56% of New York City’s renter households were rent-burdened in 2017¹ and over 63,600 residents sleep in homeless shelters nightly². Almost 8% of residents of the PSA are uninsured, similar to the rate for Statewide. The PSA has a higher rate of unemployment (6.8%) than Manhattan (4.2%) and NYS (4.3%). 85% of the PSA residents aged 25 and over have a high school degree, compared to Manhattan (87%) and NYS (86%).

In 2017, the PSA had the same percentage of residents with a disability as Manhattan (10.2%). The median earnings of people with disabilities tend to be about two-thirds of the median earnings of people without disabilities. In addition, poverty among people with disabilities is typically higher than people without disabilities. Please refer to the following table for detailed socio-economic data.

Table 2. Socio-Economic Characteristics, 2017

	PSA	Manhattan	New York State
Median Income	\$76,336	\$79,781	\$62,765
Percent Unemployed (Age 16 and over)	6.8%	4.2%	4.3%
Percent Individuals at or below Federal Poverty Level	19.4%	17.3%	15.1%
Percent Uninsured	7.7%	6.7%	7.6%
Education High School Graduate or Higher	84.9%	86.8%	86.1%
Percent with a Disability	10.2%	10.2%	11.4%

Source: U.S. Census Bureau

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

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

In 2014 (latest information available), the leading causes of hospitalizations among Medicaid patients in the PSA were hypertension (49,122 admissions), cocaine abuse (33,658 admissions), opioid abuse (32,848 admissions) diabetes (32,178 admissions), chronic alcohol abuse (31,906), depression 31,608 admissions), and asthma (30,359 admissions).³ The leading causes of ED visits for Medicaid beneficiaries in the PSA were hypertension (84,260 visits), asthma (78,672 visits), depression (55,967 visits), diabetes (46,786 visits) chronic alcohol abuse (45,688 visits) and depressive and other psychoses (44,729 visits).⁴

Heart disease is the leading cause of death in all boroughs in NYC and the State. Of the 3.9 million Medicaid enrollees in NYC, 1,132,680 (28.5%) have a cardiovascular disease or related disorder. In the PSA, about 199,991 (26%) enrollees have cardiovascular disease. About 11% of Medicaid enrollees in the PSA has diabetes, similar to peer New York City residents.

Persons with mental illness and/or addictions tend to have co-occurring physical illnesses that typically require medical care that is not traditionally available in, or linked to, their behavioral healthcare services. For instance, individuals living with a substance abuse disorder often have one (1) or more physical health problems such as lung disease, hepatitis, HIV/AIDS, cardiovascular disease, cancer and mental disorders, such as

¹ Citizens Budget Commission, Think Your Rent is High? Documenting New York City’s Severest Rent Burdens, October 11, 2018
² Coalition for the Homeless, New York City Homeless Municipal Shelter Population, Monthly Census 1983 – Present, April 8, 2019
³ Medicaid_Chronic_Conditions__Inpatient_Admissions_and_Emergency_Room_Visits_by_Zip_Code__Beginning_2012 NYC
⁴ Ibid.

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depression, anxiety, bipolar disorder and schizophrenia.⁵ The integration of primary and subspecialty care with behavioral health will help to address these often-interrelated illnesses by ensuring coordinated, cost-effective care and help to negate barriers to primary and subspecialty care. The integration of care will contribute to improved health and decrease the risk of adverse outcomes, including hospital admissions.

Behavioral Health

Nearly one (1) million NYC Medicaid beneficiaries (977,287 individuals), or 25% of the total Medicaid beneficiaries in NYC, are diagnosed with a mental health condition or substance use disorder. The PSA contains 157,929 (21%) with a mental health disorder and 66,305 enrollees (9%) with a substance use disorder (for a total of 30% with a mental health condition or substance use disorder). In addition, 47% of Medicaid beneficiaries with mental health disorders and 60% of Medicaid beneficiaries with substance use disorders visited the ED at least once. In addition, 33% of Medicaid beneficiaries with mental health disorders and 64% of Medicaid beneficiaries with substance use disorders were hospitalized in 2014.

Of the PSA Medicaid beneficiaries with a mental health disorder, approximately 24% are diagnosed with depression, 20% are diagnosed with depressive and other psychoses, 13% have schizophrenia and 12% have chronic stress/anxiety. Many individuals with mental health conditions have co-morbidities, including substance use disorders, cardiovascular disease and diabetes. In a survey that was distributed to potential PPS partners⁶, the results of which are certainly applicable to the PSA population, the following was found:

- About 68% of respondents indicated that Medicaid beneficiaries have a “Difficult” or “Very Difficult” time accessing mental health services.
- About 39% of respondents indicated that Medicaid beneficiaries have a “Difficult” or “Very Difficult” time accessing substance use disorder services, and 35% indicated that they were “Not Sure” about the accessibility of such services, potentially due to the burden of stigma.
- About 60% of respondents indicated that primary care providers and behavioral health providers are “Ineffective” at co-managing Medicaid beneficiaries with a behavioral health co-morbidity.

A total of 65,433 residents of Manhattan received services funded by Medicaid through the New York State Office of Mental Health (OMH) and/or New York State Office of Addiction Services and Supports (OASAS) in 2017.⁷ In Manhattan, the average Medicaid expenditure per individual for psychiatric inpatient services was \$17,583, followed by an average expenditure per individual of \$2,095 for outpatient services and \$806 per individual for emergency room services, including CPEP.

NYSOMH also provides a synopsis of Medicaid spending on patients who use its services, including non-behavioral health services. In Manhattan, 31% of spending on behavioral health patients was for OMH-licensed services. Another 10% is spent on OASAS-licensed services. 4% is spent on health home services and 5% is spent on miscellaneous categories such as medications, physician services and non-licensed OMH services. Importantly, 50% of spending on behavioral health patients was for non-behavioral health services, indicating that these patients have other health needs that need to be addressed in addition to their behavioral health needs (which will be addressed, in large part, by integrated behavioral health and primary care services through this MSBI project).⁸ NYC has a higher readmission rate within 30 days for mental health conditions (22.5%), as

⁵ Mertens JR, Lu YW, Parthasarathy S, Moore C, Weisner CM. Medical and psychiatric conditions of alcohol and drug treatment patients in an HMO, 2003, Arch Int Med 163:2511-2517

⁶ Mount Sinai PPS Community Needs Assessment Survey #1, 2014

⁷ <http://bi.omh.ny.gov/cmhp/mh-services>

⁸ New York Office of Mental Health, 2017 Medicaid Service Utilization Distribution. Dual eligibles are excluded from this data.

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compared to that of the State, which averages 19.9%. In terms of quality, NYC performs worse than the State for ensuring that there is an ambulatory follow-up within seven (7) days of discharge (36.3% for NYC vs. 38.5% for NYS).

Of all Medicaid enrollees in the PSA with a substance use disorder, the most frequent diagnosis is opioid use (27% or 17,676 persons), followed by chronic use of alcohol (21% or 14,104 persons), drug use/cannabis (17% or 11,288 persons) and cocaine use (15% or 10,167 persons). In addition, NYC has a large number of adult substance use disorder discharges (15,118), and it also has the highest percentage of substance use disorder readmissions within 30 days (32.4%), compared to Statewide (22.5%). NYC also has the lowest rate of substance use disorder – detoxification discharges receiving follow-up within 14 days of discharge (30.2%), as compared to the rest of New York State (the NYS average is 35.8%).

Co-morbidity of Chronic Medical Conditions and Mental Health Conditions

Individuals living with a mental health condition and/or substance use disorder are at greater risk for complex physical health problems and may face more barriers in accessing primary medical care. The New York State Office of Mental Health (OMH) conducts a patient characteristics survey every two (2) years to collect demographic, clinical and service-related information for each person who receives a public mental health service during a specified one-(1)-week period. The following table shows information on the number of people treated in New York City mental health programs identified during the most recently available (2017) patient characteristics survey as having one (1) or more chronic medical condition, compared to Statewide:

Table 3. Chronic Medical Conditions

	New York City	New York State
All Age Groups (Combined)		
Total served	94,054	187,192
No. with at least one chronic medical condition	53,423	96,086
% with at least one chronic medical condition	56.8%	51.3%

Source: New York State Office of Mental Health, *2017 Patient Characteristics Survey*

As indicated in the table above, the percentage of individuals receiving treatment in a mental health program with at least one (1) chronic medical condition is significantly higher in New York City, compared to Statewide.

Persons with mental illness and/or addictions tend to have co-occurring physical illnesses that typically require medical care that is not traditionally available in, or linked to, their behavioral healthcare services. For instance, individuals living with a substance use disorder often have one (1) or more physical health problems such as lung disease, hepatitis, HIV/AIDS, cardiovascular disease, cancer and mental disorders, such as depression, anxiety, bipolar disorder and schizophrenia.⁹ The connectivity of primary care and behavioral health as a result of the proposed project will help to address these often-interrelated illnesses by ensuring coordinated, cost-effective care and help to negate barriers to primary care. The seamless continuum of care will contribute to improved health and decrease the risk of adverse outcomes, including hospital admissions.

As the demographic and health status data outlined above shows, the underserved population in MSBI’s service area is particularly vulnerable to poor health outcomes compared to the rest of New York City and Statewide. The ethnic and cultural characteristics, as well as the socio-economic characteristics of the PSA residents, have created barriers to health care access for the vulnerable and at-risk population served by Mount Sinai Beth

⁹ Mertens JR, Lu YW, Parthasarathy S, Moore C, Weisner CM. Medical and psychiatric conditions of alcohol and drug treatment patients in an HMO, 2003, Arch Int Med 163:2511-2517

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Israel. The proposed project will transform the health care delivery system into a highly effective, integrated health delivery system, providing enhanced access to high-quality behavioral health and primary care, and community-based specialty care in collaboration with community partners.

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

This project seeks to relocate all of MSBI's inpatient and outpatient mental health and substance used disorder services from the current Hospital campus to 45 Rivington Street, New York (New York County), New York. In addition, MSBI will expand the outpatient behavioral health programs through the expansion of existing outpatient programs offered by MSBI and by introducing new intensive-level outpatient services. This project will help to improve population health by implementing a sustainable comprehensive care model built around integrated behavioral health and primary care. Area residents experience substantial rates of preventable hospital admissions for behavioral health conditions. This proposed project will help MSBI to reduce avoidable hospital use and improve other health and public measures at both the system and the State levels, thereby reducing costs of healthcare services. This project will ensure increased access to appropriate and high-quality health care and will support transformational change to the healthcare delivery system. Building behavioral health infrastructure that is fully integrated with primary care services, located directly in the community, will result in a substantially reduced need for inpatient psychiatric and detoxification/rehab beds, as well as long-term and general medical/surgical beds across the Mount Sinai system.

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

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

MSBI embraces a program of service to reach an underserved population, and an operating policy that embodies the principle that comprehensive, coordinated, high-quality care is the right of every person, regardless of age, sex, sexual orientation, race, creed, religion, disability, source of payment or any other personal characteristic. MSBI will ensure that the services included as part of this project continue to be sensitive to the needs of the population and responsive to the desires of its patients.

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

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

This project proposes to create a replacement building for MSBI's inpatient and outpatient behavioral health services at 45 Rivington Street, New York (New York County), New York 10002, which until recently was a residential health care facility for people with HIV/AIDS. Upon completion, MSBI will relocate all of MSBI's inpatient and outpatient mental health and substance use disorder services from the Bernstein Pavilion at the main Hospital to the 45 Rivington Street location. In addition, MSBI will expand the outpatient behavioral health programs through the expansion of existing outpatient programs offered by MSBI and by introducing new intensive-level outpatient services.

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

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

Individuals living with a mental health condition and/or substance use disorder are at greater risk for complex physical health problems and may face more barriers in accessing primary medical care. The New York State Office of Mental Health (OMH) conducts a patient characteristics survey every two (2) years to collect demographic, clinical and service-related information for each person who receives a public mental health service during a specified one-(1)-week period. The following table shows information on the number of people treated in New York City mental health programs identified during the most recently available (2017) patient characteristics survey as having one (1) or more chronic medical condition, compared to Statewide:

Table 3. Chronic Medical Conditions

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Source: New York State Office of Mental Health, *2017 Patient Characteristics Survey*

Persons with mental illness and/or addictions tend to have co-occurring physical illnesses that typically require medical care that is not traditionally available in, or linked to, their behavioral healthcare services. For instance, individuals living with a substance use disorder often have one (1) or more physical health problems such as lung disease, hepatitis, HIV/AIDS, cardiovascular disease, cancer and mental disorders, such as depression, anxiety, bipolar disorder and schizophrenia.¹⁰ The connectivity of primary care and behavioral health as a result of the proposed project will help to address these often-interrelated illnesses by ensuring coordinated, cost-effective care and help to negate barriers to primary care. The seamless continuum of care will contribute to improved health and decrease the risk of adverse outcomes, including hospital admissions.

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

¹⁰ Mertens JR, Lu YW, Parthasarathy S, Moore C, Weisner CM. Medical and psychiatric conditions of alcohol and drug treatment patients in an HMO, 2003, Arch Int Med 163:2511-2517

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

Although this project does not directly address the Prevention Agenda priorities identified by MSBI, the implementation of this project will help to preserve MSBI, a vital safety net hospital located in Manhattan. Please also refer to the Project Narrative (under the Schedule 1 Attachment) for additional information.

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

MSBI has developed an implementation strategy to improve the health of the population in the local community by addressing the following priorities identified in the CHNA.

Priority #1 – Access to Mental Health Care and Poor Mental Health Status

MSBI is currently certified for the following behavioral health-related services at its existing MSBI campus: Certified Mental Health Services O/P, Chemical Dependence – Rehabilitation, Chemical Dependence – Withdrawal and Methadone Maintenance O/P. Although these services will remain on the current MSBI campus in the short-term (i.e., they will not be relocated to the replacement hospital being proposed in a separate C.O.N. Application to create a replacement acute care hospital at 13th Street), MSBI is concurrently submitting this C.O.N. Application to address the relocation of these behavioral health services, which will also remain in lower Manhattan. In addition, the replacement hospital campus on 13th Street will contain a CPEP that will provide emergency psychiatric care for patients in need. It is the ongoing goal of MSBI to improve access to behavioral health services, and to improve the poor mental health status of local residents.

The related NYSDOH Prevention Agenda items include the following:

Priority Area: Promote Mental Health and Prevent Substance Abuse Services

- Focus Area 2: Prevent substance abuse and other mental emotional behavioral “MEB” Disorders.
- Goal: Prevent suicides among youth and adults
- Metrics: (1) Number of persons screened for suicide risk; (2) Percentage of persons screened and assessed positive for suicide risk and were counseled about lethal means (same day as screening); (3) Number of suicide attempts by New York City adolescents (grades 9 to 12) who attempted suicide one (1) or more times in the past year; and (4) Age-adjusted suicide mortality rate.

Priority Area: Promote Mental Health and Prevent Substance Abuse Services

- Focus Area 3: Strengthen infrastructure across system
- Goal: Support collaboration among leaders, professionals, and community members working in MEB health promotion, substance abuse, and other MEB disorders and chronic disease prevention, treatment, and recovery.

- Metrics: (1) Number of persons served by behavioral health programs; (2) Monitor behavioral health network performance, including number of persons seen, numbers of follow-up and referrals to community-based programs in the community.

Priority #2 – Access to Primary Health Care Services by Individuals with Limited Resources

The implementation of this project will help to preserve MSBI, which meets the definition of a safety net hospital with 92.04% of its outpatient visits made up of Medicaid-eligible individuals, uninsured individuals and Medicaid dually-eligible individuals; and 57.27% of its inpatient discharges made up of Medicaid-eligible individuals, uninsured individuals or Medicaid dually-eligible individuals.¹¹

MSBI provides a significant amount of primary medical care services. The Hospital provides primary care at its two (2) existing campuses – MSBI and Mount Sinai Brooklyn – and it maintains affiliations with City MD and CVS Minute Clinics. MSBI, together with the Mount Sinai Health System, is a leader in providing high-quality primary care services to its patients, regardless of their ability to pay.

Priority #3 – Chronic Diseases and Contributing Lifestyle Factors

The 2017 CHNA found that chronic diseases in the community include obesity, diabetes, hypertension, heart disease, stroke and asthma. Contributing lifestyle factors also include sexually transmitted infections. Planned activities to help reduce the incidence and management of chronic disease, including increasing healthy lifestyle factors, are highlighted as follows:

- Health Professions Education – The health professions education activities of MSBI respond to both the current and future community health needs for chronic disease treatment and prevention. To this end, MSBI actively participates in over two (2) dozen residency and fellowship programs related to chronic disease.
- Management of Chronic Disease through Primary Medical Care – MSBI provides primary medical care services at its two (2) campuses, as well as at owned or affiliated practices throughout the region. MSBI, together with the Mount Sinai Health System, is a leader in providing quality healthcare to its patients. Specific chronic disease services include, but are not limited to, the following:
 - Diabetes Treatment – A comprehensive diabetes prevention and treatment program (through the Mount Sinai Clinical Diabetes Institute);
 - HIV Treatment – The Mount Sinai Comprehensive Health Program – Downtown (MSCHP-Downtown) offers full-service, quality healthcare to the HIV-positive residents of lower Manhattan and is one of the largest HIV programs in the United States.
 - Renal Treatment – Mount Sinai Renal Services provides treatment of kidney disease and is one of the largest, most comprehensive kidney disease treatment, research and education centers in the world.
 - Peter Krueger Center for Immunological Disorders – The Peter Krueger Clinic (PKC) provides comprehensive outpatient care. PKC patients work with a primary care team that includes an HIV specialist (a physician or physician assistant) and a registered nurse, who are actively involved in managing patient care.

¹¹ https://www.health.ny.gov/health_care/medicaid/redesign/dsrip/safety_net/safety_net_hospital.htm. Accessed 12/04/18.

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- Support Groups – MSBI offers caring experts in a wide range of support groups for patients and families. Examples include those for Parkinson’s disease, Dystonia, Deep Brain Stimulation, Ataxia Support and Essential Tremors.

The implementation of this replacement hospital project will help to preserve MSBI, which will help to ensure that these vital chronic disease services continue to be available to residents.

Priority #4 – Socio-Economic, Racial, Cultural, Ethnic, and Linguistic Barriers to Care

The 2017 CHNA found that access to care may be limited for residents who do not feel welcomed by providers. Insufficient cultural competence and language limitations are barriers to foreign-born residents. For some U.S.-born residents, barriers may be influenced by real or perceived differences in services based on race, ethnicity, socioeconomic background, sexual orientation and/or other issues. LGBTQ residents may be especially likely to perceive and/or experience access barriers.

MSBI has put in place a number of activities/functions to help reduce barriers to accessing healthcare services, including the following:

- Patient Representatives – MSBI offers patient representatives to assist patients and families with medical progress and guidance toward a speedy recovery and discharge. Patient representatives also facilitate contact and communication with healthcare providers, and they are an excellent resource for any problems encountered by patients/families.
- LGBTQ Services – In addition to medical and education services, MSBI and the Mount Sinai Health System take an active role in promoting LGBTQ health equity and access to care.
- Asian Services – Asian-Americans who receive care at MSBI find an environment that honors culture, traditions and language with Asian physicians specializing in hospital medicine, experienced multi-lingual medical interpreters, a dedicated social worker, free newspapers and multi-lingual signs. Additionally, efforts are made to recruit multi-lingual employees and to provide training to non-Asian staff to enhance employee understanding of the culture and family dynamics of the Asian-American community.
- Jewish Services – The goal of the Heritage Initiative is to promote cultural sensitivity to the Jewish community at all MSBI sites. Specific services of the Heritage Initiative include helping patients connect with organizations that serve the Jewish community, providing resources to help patients and their families during Shabbos, furnishing space for religious services, offering genetic counseling and testing and serving kosher meals.
- Center for Transgender Medicine and Surgery – The Mount Sinai Center for Transgender Medicine and Surgery (CTMS) delivers advanced care for trans and gender non-conforming people. The CTMS team is a comprehensive group of providers who have expertise in primary care, hormone therapy, behavioral health support, general-affirming surgeries and other supportive services.

The implementation of this replacement hospital project will help to preserve MSBI, which will help to ensure that these vital services continue to be available to residents.

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Priority #5 – Substance Abuse

Please refer to the applicant’s response to the sub-section above entitled “Priority #1 – Access to Mental Health Care and Poor Mental Health Status” for additional information.

Please also refer to the Project Narrative (under the Schedule 1 Attachment) for additional information.

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

As described in the response to Question #7, MSBI is undertaking a number of interventions to support local Prevention Agenda goals.

As an example, one (1) of the priorities of MSBI is to address chronic diseases and contributing lifestyle factors. MSBI has implemented a number of planned activities to help reduce the incidence and management of chronic disease, including increasing healthy lifestyle factors, as follows:

- Health Professions Education – The health professions education activities of MSBI respond to both the current and future community health needs for chronic disease treatment and prevention. To this end, MSBI actively participates in over two (2) dozen residency and fellowship programs related to chronic disease.
- Management of Chronic Disease through Primary Medical Care – MSBI provides primary medical care services at its two (2) campuses, as well as at owned or affiliated practices throughout the region. MSBI, together with the Mount Sinai Health System, is a leader in providing quality healthcare to its patients. Specific chronic disease services include, but are not limited to, the following:
 - Diabetes Treatment – A comprehensive diabetes prevention and treatment program (through the Mount Sinai Clinical Diabetes Institute);
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 - Renal Treatment – Mount Sinai Renal Services provides treatment of kidney disease and is one of the largest, most comprehensive kidney disease treatment, research and education centers in the world.
 - Peter Krueger Center for Immunological Disorders – The Peter Krueger Clinic (PKC) provides comprehensive outpatient care. PKC patients work with a primary care team that includes an HIV specialist (a physician or physician assistant) and a registered nurse, who are actively involved in managing patient care.
- Support Groups – MSBI offers caring experts in a wide range of support groups for patients and families. Examples includes those for Parkinson’s disease, Dystonia, Deep Brain Stimulation, Ataxia Support and Essential Tremors.

The implementation of this project and the replacement hospital project will help to preserve MSBI, which will help to ensure that these vital chronic disease services continue to be available to residents.

Please also refer to the Project Narrative (under the Schedule 1 Attachment) for additional information.

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

In preparing the Community Health Needs Assessment (CHNA), which informed its Prevention Agenda efforts, MSBI conducted key informant face-to-face and telephone interviews from September through December 2017. The interviews were designed to obtain input on health needs from persons who represent the broad interests of the community served by the Hospital. A total of 49 interview sessions were held with 104 individuals representing 40 organizations. Interviewees included: individuals with special knowledge of or expertise in public health; local public health department representative with information and expertise relevant to the health needs of the community; and individuals and organizations serving or representing medically underserved, low-income and minority populations. Informants were asked to discuss community health issues and encouraged to think broadly about the social, behavioral, and other determinants of health. Interviewees were asked about issues related to health status, health care access and services, chronic health conditions, populations with special needs and health disparities.

Please also refer to the Project Narrative (under the Schedule 1 Attachment) for additional information.

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

Mount Sinai Beth Israel has undertaken a Community Health Needs Assessment (CHNA) to identify community health needs and to inform development of an implementation strategy to address identified significant needs. Federal law requires that tax-exempt hospital facilities conduct a CHNA every three (3) years and adopt an Implementation Strategy that addresses significant community health needs. For this assessment, MSBI collaborated with the Mount Sinai Health System and its following hospitals: The Mount Sinai Hospital (including The Mount Sinai Hospital of Queens), Mount Sinai St. Luke's, Mount Sinai West and New York Eye & Ear Infirmary of Mount Sinai. CHNAs for these hospitals were developed alongside the MSBI CHNA. The significant community health needs identified in the MSBI CHNA are, in alphabetical order, as follows:

- Aging Population
- Access to Mental Health Care and Poor Mental Health Status
- Access to Primary Health Care Services by Individuals with Limited Resources
- Chronic Diseases and Contributing Lifestyle Factors
- Environmental Determinants of Health
- Homelessness
- Navigating a Changing Health Care Provider Environment
- Poverty, Financial Hardship, and Basic Needs Insecurity
- Safe and Affordable Housing
- Socio-Economic, Racial, Cultural, Ethnic, and Linguistic Barriers to Care
- Substance Abuse

MSBI has developed an implementation strategy to improve the health of the population in the local community by addressing the following priorities identified in the CHNA.

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Priority #1 – Access to Mental Health Care and Poor Mental Health Status

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The related NYSDOH Prevention Agenda items include the following:

Priority Area: Promote Mental Health and Prevent Substance Abuse Services

- Focus Area 2: Prevent substance abuse and other mental emotional behavioral “MEB” Disorders.
- Goal: Prevent suicides among youth and adults
- Metrics: (1) Number of persons screened for suicide risk; (2) Percentage of persons screened and assessed positive for suicide risk and were counseled about lethal means (same day as screening); (3) Number of suicide attempts by New York City adolescents (grades 9 to 12) who attempted suicide one (1) or more times in the past year; and (4) Age-adjusted suicide mortality rate.

Priority Area: Promote Mental Health and Prevent Substance Abuse Services

- Focus Area 3: Strengthen infrastructure across system
- Goal: Support collaboration among leaders, professionals, and community members working in MEB health promotion, substance abuse, and other MEB disorders and chronic disease prevention, treatment, and recovery.
- Metrics: (1) Number of persons served by behavioral health programs; (2) Monitor behavioral health network performance, including number of persons seen, numbers of follow-up and referrals to community-based programs in the community.

Priority #2 – Access to Primary Health Care Services by Individuals with Limited Resources

The implementation of this project will help to preserve MSBI, which meets the definition of a safety net hospital with 92.04% of its outpatient visits made up of Medicaid-eligible individuals, uninsured individuals and Medicaid dually-eligible individuals; and 57.27% of its inpatient discharges made up of Medicaid-eligible individuals, uninsured individuals or Medicaid dually-eligible individuals.¹²

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¹² https://www.health.ny.gov/health_care/medicaid/redesign/dsrip/safety_net/safety_net_hospital.htm. Accessed 12/04/18.

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Priority #3 – Chronic Diseases and Contributing Lifestyle Factors

The 2017 CHNA found that chronic diseases in the community include obesity, diabetes, hypertension, heart disease, stroke and asthma. Contributing lifestyle factors also include sexually transmitted infections. Planned activities to help reduce the incidence and management of chronic disease, including increasing healthy lifestyle factors, are highlighted as follows:

- Health Professions Education – The health professions education activities of MSBI respond to both the current and future community health needs for chronic disease treatment and prevention. To this end, MSBI actively participates in over two (2) dozen residency and fellowship programs related to chronic disease.
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 - Renal Treatment – Mount Sinai Renal Services provides treatment of kidney disease and is one of the largest, most comprehensive kidney disease treatment, research and education centers in the world.
 - Peter Krueger Center for Immunological Disorders – The Peter Krueger Clinic (PKC) provides comprehensive outpatient care. PKC patients work with a primary care team that includes an HIV specialist (a physician or physician assistant) and a registered nurse, who are actively involved in managing patient care.
- Support Groups – MSBI offers caring experts in a wide range of support groups for patients and families. Examples include those for Parkinson’s disease, Dystonia, Deep Brain Stimulation, Ataxia Support and Essential Tremors.

The implementation of this project and the replacement hospital project will help to preserve MSBI, which will help to ensure that these vital chronic disease services continue to be available to residents.

Priority #4 – Socio-Economic, Racial, Cultural, Ethnic, and Linguistic Barriers to Care

The 2017 CHNA found that access to care may be limited for residents who do not feel welcomed by providers. Insufficient cultural competence and language limitations are barriers to foreign-born residents. For some U.S.-born residents, barriers may be influenced by real or perceived differences in services based on race, ethnicity, socioeconomic background, sexual orientation and/or other issues. LGBTQ residents may be especially likely to perceive and/or experience access barriers.

MSBI has put in place a number of activities/functions to help reduce barriers to accessing healthcare services, including the following:

New York State Department of Health Certificate of Need Application

Schedule 16B

- Patient Representatives – MSBI offers patient representatives to assist patients and families with medical progress and guidance toward a speedy recovery and discharge. Patient representatives also facilitate contact and communication with healthcare providers, and they are an excellent resource for any problems encountered by patients/families.
- LGBTQ Services – In addition to medical and education services, MSBI and the Mount Sinai Health System take an active role in promoting LGBTQ health equity and access to care.
- Asian Services – Asian-Americans who receive care at MSBI find an environment that honors culture, traditions and language with Asian physicians specializing in hospital medicine, experienced multi-lingual medical interpreters, a dedicated social worker, free newspapers and multi-lingual signs. Additionally, efforts are made to recruit multi-lingual employees and to provide training to non-Asian staff to enhance employee understanding of the culture and family dynamics of the Asian-American community.
- Jewish Services – The goal of the Heritage Initiative is to promote cultural sensitivity to the Jewish community at all MSBI sites. Specific services of the Heritage Initiative include helping patients connect with organizations that serve the Jewish community, providing resources to help patients and their families during Shabbos, furnishing space for religious services, offering genetic counseling and testing and serving kosher meals.
- Center for Transgender Medicine and Surgery – The Mount Sinai Center for Transgender Medicine and Surgery (CTMS) delivers advanced care for trans and gender non-conforming people. The CTMS team is a comprehensive group of providers who have expertise in primary care, hormone therapy, behavioral health support, general-affirming surgeries and other supportive services.

The implementation of this project and the replacement hospital project, which is part of a separate C.O.N. Application, will help to preserve MSBI, which will help to ensure that these vital services continue to be available to residents.

Priority #5 – Substance Abuse

Please refer to the applicant's response to the sub-section above entitled "Access to Mental Health Care and Poor Mental Health Status" for additional information.

Please also refer to the Project Narrative (under the Schedule 1 Attachment) for additional information.

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

Yes. On the most recent IRS Form 990, Mount Sinai Beth Israel reported \$6,663,713 on Schedule H, Line 7e for net Community Health Improvements Services and Community Benefit Operations, which was part of a \$93,171,753 Net Community Benefit Expense for expenses other than Financial Assistance and Means-Tested Government Programs. When these expenses are added, the overall Net Community Benefit Expense was \$167,129,660.

ONLY for Hospital Applicants submitting Full Review CONs

Public Hospitals

N/A – Not a Public Hospital

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

Not Applicable

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

Not Applicable

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

Not Applicable

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

Not Applicable

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Schedule 16C

Impact of CON Application on Hospital Operating Certificate

Name of Active Parent:(if applicable): Mount Sinai Hospitals Group, Inc.

TABLE 16C-1 AUTHORIZED BEDS

LOCATION: Mount Sinai Comprehensive Behavioral Health Center 45 Rivington Street New York (New York County), New York 10002 <i>(Enter street address of facility)</i>	
--	--

Category	Code	Current Capacity	Add	Remove	Proposed Capacity
AIDS	30		<input type="checkbox"/>	<input type="checkbox"/>	
BONE MARROW TRANSPLANT	21		<input type="checkbox"/>	<input type="checkbox"/>	
BURNS CARE	09		<input type="checkbox"/>	<input type="checkbox"/>	
CHEMICAL DEPENDENCE-DETOX *	12	31	<input type="checkbox"/>	<input checked="" type="checkbox"/> 5	26
CHEMICAL DEPENDENCE-REHAB *	13	30	<input type="checkbox"/>	<input checked="" type="checkbox"/> 5	25
COMA RECOVERY	26		<input type="checkbox"/>	<input type="checkbox"/>	
CORONARY CARE	03		<input type="checkbox"/>	<input type="checkbox"/>	
INTENSIVE CARE	02		<input type="checkbox"/>	<input type="checkbox"/>	
MATERNITY	05		<input type="checkbox"/>	<input type="checkbox"/>	
MEDICAL/SURGICAL	01		<input type="checkbox"/>	<input type="checkbox"/>	
NEONATAL CONTINUING CARE	27		<input type="checkbox"/>	<input type="checkbox"/>	
NEONATAL INTENSIVE CARE	28		<input type="checkbox"/>	<input type="checkbox"/>	
NEONATAL INTERMEDIATE CARE	29		<input type="checkbox"/>	<input type="checkbox"/>	
PEDIATRIC	04		<input type="checkbox"/>	<input type="checkbox"/>	
PEDIATRIC ICU	10		<input type="checkbox"/>	<input type="checkbox"/>	
PHYSICAL MEDICINE & REHABILITATION	07		<input type="checkbox"/>	<input type="checkbox"/>	
PRISONER				<input type="checkbox"/>	
PSYCHIATRIC**	08	92	<input type="checkbox"/>	<input checked="" type="checkbox"/> 28	64
RESPIRATORY				<input type="checkbox"/>	
SPECIAL USE				<input type="checkbox"/>	
SWING BED PROGRAM				<input type="checkbox"/>	
TRANSITIONAL CARE	33		<input type="checkbox"/>	<input type="checkbox"/>	
TRAUMATIC BRAIN INJURY	11		<input type="checkbox"/>	<input type="checkbox"/>	
TOTAL		153	<input type="checkbox"/>	<input checked="" type="checkbox"/> 38	115

**NOTES: Beds reflect Behavioral Health and Chemical Dependency Beds only
Current Capacity reflects current certified beds at MSB!**

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

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

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

No *Concurrently submitting a C.O.N. Application to relocate main campus and decertify additional beds

Yes (Enter CON numbers to the right)

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Schedule 16C

TABLE 16C-2 LICENSED SERVICES FOR HOSPITAL CAMPUSES

LOCATION: Mount Sinai Comprehensive Behavioral Health Center 45 Rivington Street New York (New York County), New York 10002 <i>(Enter street address of facility)</i>				
	Current	Add	Remove	Proposed
MEDICAL SERVICES – PRIMARY CARE ⁶	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
MEDICAL SERVICES – OTHER MEDICAL SPECIALTIES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AMBULATORY SURGERY				
MULTI-SPECIALTY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – GASTROENTEROLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – OPHTHALMOLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – ORTHOPEDICS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – PAIN MANAGEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – OTHER (SPECIFY)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CARDIAC CATHETERIZATION				
ADULT DIAGNOSTIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ELECTROPHYSIOLOGY (EP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRIC DIAGNOSTIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEDIATRIC INTERVENTION ELECTIVE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PERCUTANEOUS CORONARY INTERVENTION (PCI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CARDIAC SURGERY ADULT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CARDIAC SURGERY PEDIATRIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH O/P ¹	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHEMICAL DEPENDENCE - REHAB ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CHEMICAL DEPENDENCE - WITHDRAWAL O/P ²	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CLINIC PART-TIME SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMPREHENSIVE PSYCH EMERGENCY PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY DEPARTMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EPILEPSY COMPREHENSIVE SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOME PERITONEAL DIALYSIS TRAINING & SUPPORT ⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOME HEMODIALYSIS TRAINING & SUPPORT ⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTEGRATED SERVICES – MENTAL HEALTH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTEGRATED SERVICES – SUBSTANCE USE DISORDER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P ²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY-THERAPEUTIC ⁵	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS, ACUTE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS, CHRONIC [Complete the ESRD section 16C-3(a)&(b) below] ⁴	_____	_____	_____	_____

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

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

⁴ DIALYSIS SERVICES require additional approval by Medicare

⁵ RADIOLOGY – THERAPEUTIC includes Linear Accelerators

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

TABLE 16C-2 LICENSED SERVICES (cont.)	Current	Add	Remove	Proposed
TRANSPLANT				
HEART - ADULT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEART - PEDIATRIC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KIDNEY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LIVER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRAUMATIC BRAIN INJURY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Certificate of Need Application**

Schedule 16C

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

Not Applicable

LOCATION: <small>(Enter street address of facility)</small>	MOBILE CLINIC DESIGNATION			
	Current	Add	Remove	Proposed
MEDICAL SERVICES – PRIMARY CARE ⁶	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MEDICAL SERVICES – OTHER MEDICAL SPECIALTIES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMBULATORY SURGERY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY -- GASTROENTEROLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – OPHTHALMOLOGY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – ORTHOPEDICS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – PAIN MANAGEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SINGLE SPECIALTY – OTHER (SPECIFY)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MULTI-SPECIALTY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CERTIFIED MENTAL HEALTH O/P ¹	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE - REHAB ²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHEMICAL DEPENDENCE - WITHDRAWAL O/P ²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DENTAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOME PERITONEAL DIALYSIS TRAINING & SUPPORT ⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HOME HEMODIALYSIS TRAINING & SUPPORT ⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTEGRATED SERVICES – MENTAL HEALTH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTEGRATED SERVICES – SUBSTANCE USE DISORDER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LITHOTRIPSY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
METHADONE MAINTENANCE O/P ²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADIOLOGY-THERAPEUTIC ⁵	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RENAL DIALYSIS, CHRONIC [Complete the ESRD section 16C-3(a)&(b) below] ⁴	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRAUMATIC BRAIN INJURY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FOR OFF-CAMPUS EMERGENCY DEPARTMENTS ONLY⁷				
EMERGENCY DEPARTMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

⁴ DIALYSIS SERVICES require additional approval by Medicare

⁵ RADIOLOGY – THERAPEUTIC includes Linear Accelerators

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

⁷ OFF-CAMPUS EMERGENCY DEPARTMENTS must meet all relevant Federal Conditions of Participation for a hospital per CMS S&C-08-08

END STAGE RENAL DISEASE (ESRD) Not Applicable

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

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

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

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

1. Provide a five-year analysis of projected costs and revenues that demonstrates that the proposed dialysis services will be utilized sufficiently to be financially feasible.
2. Provide evidence that the proposed dialysis services will enhance access to dialysis by patients, including members of medically underserved groups which have traditionally experienced difficulties obtaining access to health care, such as; racial and ethnic minorities, women, disabled persons, and residents of remote rural areas.
3. Provide evidence that the hours of operation and admission policy of the facility will promote the availability of dialysis at times preferred by the patients, particularly to enable patients to continue employment.
4. Provide evidence that the facility is willing to and capable of safely serving patients.
5. Provide evidence that the proposed facility will not jeopardize the quality of care or the financial viability of existing dialysis facilities. This evidence should be derived from analysis of factors including, but not necessarily limited to current and projected referral and use patterns of both the proposed facility and existing facilities. A finding that the proposed facility will jeopardize the financial viability of one or more existing facilities will not of itself require a recommendation to of disapproval.

Mobile Clinic Site Approval Request: Not Applicable

One form must be submitted for each proposed mobile clinic site. Please feel free to photocopy this form as necessary. You may use attach additional sheets as necessary

Facility Name		
Proposed Site Address		
CITY	COUNTY	ZIP
Type of Facility at Site		
Name and Title of Representative at site:		
Type of Service		

Is mobile clinic in a self-contained vehicle or is equipment moved into the temporary site?

--

Schedule of operation

--

Justification for service at this site

--

List of current sites where these services will no longer be offered

--

Mount Sinai Beth Israel

Mount Sinai Comprehensive Behavioral Health Center

Notes for Schedule 16 D/E

The Hospital is providing three (3) separate sets of Schedule 16 D/E documents as part of this C.O.N. Application, as follows:

- Set #1 – Includes Mount Sinai Beth Israel (MSBI), Mount Sinai Brooklyn (MSB, which is a division of MSBI) and the New York Eye and Ear Institute of Mount Sinai (NYEEI) combined, inclusive of all services (including acute and behavioral health services). This set of Schedule 16 D/E documents represents the information in Set #2 plus the information in Set #3.
- Set #2 – Includes MSBI (with its MSB division) and NYEEI for the new hospital campus, exclusive of behavioral health services of MSBI (which will not be located on the new hospital campus).
- Set #3 – Includes all behavioral health services of MSBI (neither MSB nor NYEEI provide behavioral health services).

MSBI/MSBrooklyn/NYEEI

a	b	d	f
	Current Year Visits*	First Year visits*	Third Year visits*
CERTIFIABLE SERVICES			
MEDICAL SERVICES - PRIMARY CARE	21,479	26,687	27,222
MEDICAL SERVICES - OTHER MEDICAL SPECIALTIES	344,103	344,670	351,563
AMBULATORY SURGERY			
SINGLE SPECIALTY - GASTROENTEROLOGY			
SINGLE SPECIALTY - OPHTHALMOLOGY			
SINGLE SPECIALTY - ORTHOPEDICS			
SINGLE SPECIALTY - PAIN MANAGEMENT			
SINGLE SPECIALTY - OTHER			
MULTI-SPECIALTY	48,241	34,174	34,857
CARDIAC CATHETERIZATION			
ADULT DIAGNOSTIC	3,239	2,130	2,173
ELECTROPHYSIOLOGY			
PEDIATRIC DIAGNOSTIC			
PEDIATRIC INTERVENTIONAL ELECTIVE			
PERCUTANEOUS CORONARY INTERVENTION (PCI)			
CERTIFIED MENTAL HEALTH O/P	31,453	48,242	49,207
CHEMICAL DEPENDENCE - REHAB	10,474	10,703	10,917
CHEMICAL DEPENDENCE - WITHDRAWAL O/P		858	875
CLINIC PART-TIME SERVICES			
CLINIC SCHOOL-BASED SERVICES			
CLINIC SCHOOL-BASED DENTAL PROGRAM			
COMPREHENSIVE EPILEPSY CENTER			
COMPREHENSIVE PSYCH EMERGENCY PROGRAM	6,025	6,025	6,146
DENTAL			
EMERGENCY DEPARTMENT	91,693	80,932	82,551
HOME PERITONEAL DIALYSIS TRAINING & SUPPORT			
HOME HEMODIALYSIS TRAINING & SUPPORT			
INTEGRATED SERVICES - MENTAL HEALTH			
INTEGRATED SERVICES - SUBSTANCE USE DISORDER			
LITHOTRIPSY			
METHADONE MAINTENANCE O/P			
RADIOLOGY-THERAPEUTIC			
RENAL DIALYSIS, CHRONIC			
OTHER SERVICES (Referred Ambulatory)	210,001	218,477	222,846
Total	766,708	772,898	788,357

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

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

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 Schedule 16 D. Hospital Outpatient Department - Utilization projections

Schedule 16D

New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

a	b	d	f
	Current Year Visits*	First Year visits*	Third Year visits*
CERTIFIABLE SERVICES			
MEDICAL SERVICES - PRIMARY CARE	21,479	21,479	21,909
MEDICAL SERVICES - OTHER MEDICAL SPECIALTIES	344,103	344,103	350,985
AMBULATORY SURGERY			
SINGLE SPECIALTY - GASTROENTEROLOGY			
SINGLE SPECIALTY - OPHTHALMOLOGY			
SINGLE SPECIALTY - ORTHOPEDICS			
SINGLE SPECIALTY - PAIN MANAGEMENT			
SINGLE SPECIALTY - OTHER			
MULTI-SPECIALTY	48,241	34,174	34,857
CARDIAC CATHETERIZATION			
ADULT DIAGNOSTIC	3,239	2,130	2,173
ELECTROPHYSIOLOGY			
PEDIATRIC DIAGNOSTIC			
PEDIATRIC INTERVENTIONAL ELECTIVE			
PERCUTANEOUS CORONARY INTERVENTION (PCI)			
CERTIFIED MENTAL HEALTH O/P			
CHEMICAL DEPENDENCE - REHAB			
CHEMICAL DEPENDENCE - WITHDRAWAL O/P			
CLINIC PART-TIME SERVICES			
CLINIC SCHOOL-BASED SERVICES			
CLINIC SCHOOL-BASED DENTAL PROGRAM			
COMPREHENSIVE EPILEPSY CENTER			
COMPREHENSIVE PSYCH EMERGENCY PROGRAM	6,025	6,025	6,146
DENTAL			
EMERGENCY DEPARTMENT	91,693	80,932	82,551
HOME PERITONEAL DIALYSIS TRAINING & SUPPORT			
HOME HEMODIALYSIS TRAINING & SUPPORT			
INTEGRATED SERVICES - MENTAL HEALTH			
INTEGRATED SERVICES - SUBSTANCE USE DISORDER			
LITHOTRIPSY			
METHADONE MAINTENANCE O/P			
RADIOLOGY-THERAPEUTIC			
RENAL DIALYSIS, CHRONIC			
OTHER SERVICES (Referred Ambulatory)	209,069	202,871	206,927
Total	723,849	691,714	705,548

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

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

The Mount Sinai Comprehensive Behavioral Health Center

a	b	d	f
	Current Year Visits*	First Year visits*	Third Year visits*
CERTIFIABLE SERVICES			
MEDICAL SERVICES - PRIMARY CARE		5,208	5,313
MEDICAL SERVICES - OTHER MEDICAL SPECIALTIES		567	578
AMBULATORY SURGERY			
SINGLE SPECIALTY - GASTROENTEROLOGY			
SINGLE SPECIALTY - OPHTHALMOLOGY			
SINGLE SPECIALTY - ORTHOPEDICS			
SINGLE SPECIALTY - PAIN MANAGEMENT			
SINGLE SPECIALTY - OTHER			
MULTI-SPECIALTY			
CARDIAC CATHETERIZATION			
ADULT DIAGNOSTIC			
ELECTROPHYSIOLOGY			
PEDIATRIC DIAGNOSTIC			
PEDIATRIC INTERVENTIONAL ELECTIVE			
PERCUTANEOUS CORONARY INTERVENTION (PCI)			
CERTIFIED MENTAL HEALTH O/P	31,453	48,242	49,207
CHEMICAL DEPENDENCE - REHAB	10,474	10,703	10,917
CHEMICAL DEPENDENCE - WITHDRAWAL O/P		858	875
CLINIC PART-TIME SERVICES			
CLINIC SCHOOL-BASED SERVICES			
CLINIC SCHOOL-BASED DENTAL PROGRAM			
COMPREHENSIVE EPILEPSY CENTER			
COMPREHENSIVE PSYCH EMERGENCY PROGRAM			
DENTAL			
EMERGENCY DEPARTMENT			
HOME PERITONEAL DIALYSIS TRAINING & SUPPORT			
HOME HEMODIALYSIS TRAINING & SUPPORT			
INTEGRATED SERVICES - MENTAL HEALTH			
INTEGRATED SERVICES - SUBSTANCE USE DISORDER			
LITHOTRIPSY			
METHADONE MAINTENANCE O/P			
RADIOLOGY-THERAPEUTIC			
RENAL DIALYSIS, CHRONIC			
OTHER SERVICES (Referred Ambulatory)	932	15,606	15,919
Total	42,859	81,184	82,809

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

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

MSBI/MSBrooklyn/NYEEI

Schedule 16E. Utilization/Discharge and Patient Days

Service (Beds) Classification	Current Year Start date: 1/1/18		1st Year Start date: 1/1/23		3rd Year Start date: 1/1/25	
	Discharges	Patient Days	Discharges	Patient Days	Discharges	Patient Days
AIDS						
BONE MARROW TRANSPLANT						
BURNS CARE						
CHEMICAL DEPENDENCE - DETOX	2,610	9,724	2,484	8,942	2,484	8,942
CHEMICAL DEPENDENCE - REHAB	872	10,082	745	8,943	745	8,943
COMA RECOVERY						
CORONARY CARE						
INTENSIVE CARE	included in Med/Surg		included in Med/Surg		included in Med/Surg	
MATERNITY						
MED/SURG	20,700	120,909	15,470	76,815	15,470	76,815
NEONATAL CONTINUING CARE						
NEONATAL INTENSIVE CARE						
NEONATAL INTERMEDIATE CARE						
PEDIATRIC						
PEDIATRIC ICU						
PHYSICAL MEDICINE & REHABILITATION						
PRISONER						
PSYCHIATRIC	1,831	16,510	2,081	22,192	2,081	22,192
RESPIRATORY						
SPECIAL USE						
SWING BED PROGRAM						
TRANSITIONAL CARE						
TRAUMATIC BRAIN-INJURY						
OTHER (describe)						
TOTAL	26,013	157,225	20,780	116,892	20,780	116,892

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

New Hospital Campus (MSBI acute/MSBrooklyn/NYEEI)

Schedule 16E. Utilization/Discharge and Patient Days

Service (Beds) Classification	Current Year Start date: 1/1/18		1st Year Start date: 1/1/23		3rd Year Start date: 1/1/25	
	Discharges	Patient Days	Discharges	Patient Days	Discharges	Patient Days
AIDS						
BONE MARROW TRANSPLANT						
BURNS CARE						
CHEMICAL DEPENDENCE - DETOX						
CHEMICAL DEPENDENCE - REHAB						
COMA RECOVERY						
CORONARY CARE						
INTENSIVE CARE	included in Med/Surg		included in Med/Surg		included in Med/Surg	
MATERNITY						
MED/SURG	20,700	120,909	15,470	76,815	15,470	76,815
NEONATAL CONTINUING CARE						
NEONATAL INTENSIVE CARE						
NEONATAL INTERMEDIATE CARE						
PEDIATRIC						
PEDIATRIC ICU						
PHYSICAL MEDICINE & REHABILITATION						
PRISONER						
PSYCHIATRIC						
RESPIRATORY						
SPECIAL USE						
SWING BED PROGRAM						
TRANSITIONAL CARE						
TRAUMATIC BRAIN-INJURY						
OTHER (describe)						
TOTAL	20,700	120,909	15,470	76,815	15,470	76,815

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

The Mount Sinai Comprehensive Behavioral Health Center

Schedule 16E. Utilization/Discharge and Patient Days

Service (Beds) Classification	Current Year Start date: 1/1/18		1st Year Start date: 1/1/23		3rd Year Start date: 1/1/25	
	Discharges	Patient Days	Discharges	Patient Days	Discharges	Patient Days
AIDS						
BONE MARROW TRANSPLANT						
BURNS CARE						
CHEMICAL DEPENDENCE - DETOX	2,610	9,724	2,484	8,942	2,484	8,942
CHEMICAL DEPENDENCE - REHAB	872	10,082	745	8,943	745	8,943
COMA RECOVERY						
CORONARY CARE						
INTENSIVE CARE						
MATERNITY						
MED/SURG						
NEONATAL CONTINUING CARE						
NEONATAL INTENSIVE CARE						
NEONATAL INTERMEDIATE CARE						
PEDIATRIC						
PEDIATRIC ICU						
PHYSICAL MEDICINE & REHABILITATION						
PRISONER						
PSYCHIATRIC	1,831	16,510	2,081	22,192	2,081	22,192
RESPIRATORY						
SPECIAL USE						
SWING BED PROGRAM						
TRANSITIONAL CARE						
TRAUMATIC BRAIN-INJURY						
OTHER (describe)						
TOTAL	5,313	36,316	5,310	40,077	5,310	40,077

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

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

Schedule 16F

Schedule 16 F. Facility Access N/A

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

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

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

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

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

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

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

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

Yes No

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

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

Schedule 16F

1. Is your facility currently obligated to provide uncompensated service under the Public Health Service Act?
Yes No

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

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

Yes No

If no, provide an explanation.

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

Yes No

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

Yes No

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

N/A

Office of Mental Health Program

Mount Sinai Beth Israel (MSBI), located at First Avenue and 16th Street, New York (New York County), New York 10003, proposes to create a replacement building for MSBI's inpatient and outpatient behavioral health services at 45 Rivington Street, New York (New York County), New York 10002, which until recently was a residential health care facility for people with HIV/AIDS. Upon completion, MSBI will relocate all of MSBI's inpatient and outpatient mental health and substance use disorder services from the Bernstein Pavilion and other locations at the main Hospital to the 45 Rivington Street location. In addition, MSBI will expand the outpatient behavioral health programs through the expansion of existing outpatient programs offered by MSBI and by introducing new intensive-level outpatient services. The new site will be named "Mount Sinai Comprehensive Behavioral Health Center" and will operate as a division of MSBI. As part of this proposal, MSBI will decertify 28 inpatient psychiatric beds, five (5) chemical dependency – detoxification beds and five (5) chemical dependency – rehabilitation beds from the operating certificate to remove excess inpatient bed capacity from the healthcare system.

Section A - Attachments for New Program or New Satellite Location

Not Applicable

1. **Program and Service Area**
 - a. Identify the type of mental health program to be provided.
 - b. Define the geographic or political boundaries of the area to be served by the proposed program.
 - c. Describe how the proposed program will function within the mental health system in the area to be served.
2. **Problems and Needs**
 - a. Describe the target population for the program qualitatively and quantitatively. Describe problems of the target population and their families, and describe how the proposed program will address these problems.
 - b. Describe how your organization currently serves the target population (if applicable).
 - c. Provide any other information supporting need for the proposed program.
3. **Access**
 - a. Describe how the program will serve the poor and the medically indigent.
 - b. Describe the mechanisms by which the program will address the cultural and ethnic backgrounds in the treatment of the population in the service area.
 - c. Describe the mechanisms for participation of consumer representation within the governing body (if applicable).
 - d. Describe plans to enable persons with physical disabilities to access services, consistent with the characteristics of the population to be served.
 - e. Indicate the transportation arrangements through which individuals will access the program.
4. **Continuity of Care**
 - a. Describe a plan to ensure continuity of care within the mental health system and with other service systems. Identify specific providers to ensure linkages among programs.
 - b. For outpatient programs, describe a plan by which patients in the program will be assisted during hours when the program is not in operation.
5. **Implementation**

Describe start-up or phase-in activities necessary to implement the program. Include timeframes in your description.
6. **Functional Program**
 - a. Mission - Provide an overview of the proposed program and describe the treatment philosophy.
 - b. Organization - Describe the lines of authority from the governing body to the proposed program. Indicate the relationship of the program to other programs operated by your agency.
 - c. Goals and Objectives - Describe the goals, objectives, and expected outcomes of the program. Indicate average length of stay.

- d. Admission - Describe admission criteria, policies, and procedures. Include inclusionary and exclusionary criteria, process, timeframes, record keeping, and procedures for notifying families and programs in which recipients are currently admitted.
- e. Discharge - Describe discharge criteria, policies, and procedures. Include process, timeframes, record keeping, and procedures for notifying families and programs to which recipients will be referred for further services.
- f. Services - Provide a detailed description of all services available to recipients admitted to the program. Specify how these services will be provided and the staff position responsible for providing the service. Identify the provider of any services to be delivered by other than the proposed program. For programs serving children, describe plans to coordinate with the family and the school.
- g. Staffing - Provide a staffing plan for the program. Include descriptions of the qualifications and duties for each staff position.
- h. Quality Assurance/Improvement - Describe your plans for utilization review, incident management, and internal monitoring.
- i. Premises - Provide a description of the premises to be used by the program. Include appropriately labeled sketch drawings showing use and dimensions of rooms.
- j. Waivers - Identify any waiver requests and provide justification for the request. Indicate the effect on your proposed program if the request is denied.

7. Fiscal

- a. Unless provided elsewhere in this application, submit a proposed budget for the first and second year of full operation of the mental health program.
- b. If Medicaid revenue is included, indicate the source and availability of the state share of Medicaid for projects other than Article 31 Clinics.

Section B - Attachments for Program Expansion at Existing Program or Site

Not Applicable

- 1. Identify the program.
- 2. Provide justification and data supporting the need for the expansion.
- 3. Describe the impact of the expansion on services, staffing, caseload and space.
- 4. Provide a detailed description of services available to recipients as a result of the proposed expansion. Specify how these services will be provided and the staff positions responsible for providing the service. Identify the provider of any services to be delivered by other than the provider of the licensed program. For programs expanding to serve children, describe plans to coordinate with the family and the school.
- 5. Indicate the fiscal impact of the expansion. Provide the incremental increases to expenses and revenues. If additional Medicaid is proposed to support the expansion, for projects other than Article 31 clinics, indicate the source and availability of the state share of Medicaid.

Section C - Attachments for Other Projects Requiring Prior Approval of OMH

In all projects, identify the program affected.

1. Reduce Existing Program

- a. Indicate proposed effective date for reduction.
- b. Describe the reasons for the reduction and the impact (if any) on individuals currently receiving services.

Inpatient Services – Decertification of 28 Inpatient Psychiatric Beds

- a) The proposed effective date for the decertification of 28 inpatient psychiatric beds from the 92 certified inpatient psychiatric beds on the current operating certificate of MSBI will be upon the relocation of the

New York State Department of Health Certificate of Need Application

Schedule 20A

inpatient and outpatient behavioral health services from the current Hospital campus at First Avenue at 16th Street to the 45 Rivington Street location, which is expected to occur in March 2022. At the end of this project, MSBI will have 64 certified inpatient psychiatric beds. A comprehensive PAR (CPAR) application will be submitted via the MHPD system to decertify the 28 beds from the OMH operating certificate.

- b) The reduction of inpatient beds will right-size the number of beds to the utilization of the inpatient beds over the past several years, which has seen a decreased utilization of inpatient beds since 2014. There will be no impact on patients receiving inpatient services.

Outpatient Services – Not Applicable

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

2. Closure of Program or Site

- a. Indicate proposed effective date of closure.
- b. Describe the reasons for closing the program or site.
- c. Submit a transition plan showing that recipients will be linked to appropriate alternative programs, the alternative programs have agreed to accept the referrals, recipient transportation needs will be addressed, and follow-up will occur to confirm recipient linkage to programs.
- d. If the rationale for closure includes fiscal considerations, provide documentation to substantiate the lack of fiscal viability in the long-term.
- e. Submit a plan for safeguarding recipient records and financial accounts.
- f. Describe the process and timeframe for evaluation and placement of recipients and completion of other activities to conclude the affairs of the program.

Not Applicable

3. Change in Location

- a. Indicate proposed effective date of relocation.
- b. Identify the new location.
- c. Describe the reasons for the relocation.
- d. Describe how access and transportation needs will be addressed.
- e. Provide a description of the premises to be used. Include appropriately labeled sketch drawings showing use and dimensions of rooms.
- f. Provide a Certificate of Occupancy or equivalent from the local buildings jurisdiction prior to occupancy.
- g. If program relocates to new county or borough, complete Section A (1-7).

- a) The proposed effective date of the relocation is projected to be May 2022.
- b) The new location will be 45 Rivington Street, New York (New York County), New York 10002.
- c) Bernstein Pavilion, where the majority of the behavioral health services offered at the main MSBI campus are located, is the quintessential example of 1950s hospital architecture; the building is aged and not designed to facilitate the behavioral health care models of the 21st century. As a safety-net provider, MSBI is a critically important health care resource for primary care, specialty care and behavioral health care to the residents in the downtown Manhattan area, Brooklyn and Queens. MSBI's vision is to create a transformational, state-of-the-art, community-oriented center for inpatient and outpatient behavioral health care and a one-stop location of services for mental health, substance use, physical health and social service needs for the residents of MSBI's primary service area (PSA) at the 45 Rivington Street location. The comprehensive behavioral health center will address some of the critical gaps identified in the behavioral health services continuum of care through the expansion of existing outpatient behavioral health services and by providing new intensive outpatient programs; short-term crisis and respite housing with intensive therapeutic services; on-site, integrated primary care services; and seamless coordination of services via specialized behavioral health care coordinators.
- d) The 45 Rivington Street location is 1.0 miles from the current MSBI campus and is easily accessible by public

New York State Department of Health Certificate of Need Application

Schedule 20A

- transportation (e.g., subway and bus).
- e) 45 Rivington Street is an existing, six-(6)-story-building, with a cellar and one (1) mechanical penthouse level, which until recently was a residential health care facility for people with HIV/AIDS. MSBI proposes to do a gut renovation of the building. Please refer to No. 5, Capital Project below for additional information and the **Schedule 20 Attachment** for floor plans.
 - f) A certificate of occupancy or New York City Department of Buildings letter of completion will be forwarded upon issuance at the end of the project.
 - g) N/A

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

4. **Change of Sponsor**

- a. Identify new sponsor and current sponsor.
- b. Describe the reasons for changing sponsorship of the program(s).
- c. Include written concurrence from the current sponsor for transfer of the program(s). If current sponsor is a corporation include resolution from the Board of Directors.
- d. Describe any changes to be made in operation of the program(s).
- e. Describe the qualifications of the new sponsor for the operation of mental health programs.
- f. Indicate any financial considerations involved in the change of sponsor.
- g. Submit a transition plan, including timeframes, for the change of sponsor.

Not Applicable

5. **Capital Project**

- a. Describe the reasons for the project.

This application seeks approval to renovate an existing, six-(6)-story-building, with a cellar and one (1) mechanical penthouse level, at 45 Rivington Street, relocate MSBI's inpatient and outpatient behavioral health services from the current MSBI Hospital campus into the newly renovated building at 45 Rivington Street, and expand outpatient behavioral health services to the community by providing new intensive outpatient programs. This project will allow MSBI to better meet the needs of PSA residents by:

- Creating an integrated, collaborative, and accountable service delivery system that incorporates the full continuum of services, transforming the current service delivery system from one that is institutionally based to one that is community-based.
- Creating a community-based navigation system to assist patients in getting the services they need, when they need them, and thereby, avoiding unnecessary hospital use.
- Improving population health through the integration of behavioral health and primary care services.
- Enhancing access to outpatient behavioral health services by expanding the current outpatient behavioral health services to be relocated from the Bernstein Pavilion and adding new intensive outpatient programs.

The vision for a comprehensive behavioral health center is to ensure clinical and operational integration of existing and new mental health, substance use and primary care services to better meet the needs of the community, and to help transform the health system into a proactive treatment and prevention model based on principles of recovery, health promotion, chronic disease management, treatment adherence, and patient-centered care. By creating a unified physical platform where mental health, substance use and primary care services are operationally integrated, MSBI, as well as its provider partners in the Mount Sinai Performing Provider System (PPS), will be better able to treat the whole patient, reduce operational inefficiencies, and help reduce the overutilization of acute and emergency levels of care.

The project proposes to renovate approximately 134,100 square feet throughout the building to achieve the following:

- o Relocate 64 inpatient psychiatric beds, 26 chemical dependency – detoxification beds and 25 chemical dependency – rehabilitation beds from the Bernstein Pavilion.
- o Relocate the following dually-certified New York State Office of Mental Health and New York State Department of Health outpatient programs from the Bernstein Pavilion:

New York State Department of Health Certificate of Need Application

Schedule 20A

- Assertive Community Treatment (ACT) Program.
- Adult Clinic Treatment Program.
- Place eight (8) extended observation beds (EOB) of MSBI's comprehensive psychiatric emergency program (CPEP) at 45 Rivington Street. This will be accomplished by relocating four (4) of the six (6) currently certified EOB beds to 45 Rivington Street and certifying four (4) additional EOB beds. The CPEP and two (2) extended observation beds will relocate from the current MSBI campus to the new hospital proposed for 13th Street (note: the 13th Street project is being submitted as a separate C.O.N. Application).
- Relocate the following dually-certified New York State Office of Alcoholism and Substance Abuse Services and New York State Department of Health outpatient programs from the Bernstein Pavilion:
 - Medical Managed Detoxification.
 - Medically Supported Withdrawal Outpatient.
 - Chemical Dependence Outpatient Clinic.
 - Chemical Dependence Outpatient Rehabilitation.
- Create a 25-slot Partial Hospitalization Program (PHP)/35-slot Intensive Outpatient Program (IOP) on the first floor.
- Create a 10-bed Crisis and Respite Center on the first floor.
- Provide ancillary support and administrative space for the behavioral health inpatient and outpatient services to be provided at the 45 Rivington Street location.

Please refer to the Architectural Narrative provided under the Schedule 6 Attachment for a complete description of the project.

6. **Change in Population Served**
- b. Describe the population currently served in the program. Include quantitative and qualitative data.
 - c. Describe the population being added to or deleted from the program. Include quantitative and qualitative data.
 - d. Explain the reasons for the change in population.
 - e. If adding population, provide justification and data to support the need to serve this population.
 - f. Describe the impact of the addition or deletion on the existing program in terms of services, staffing, staff expertise, linkages, space, capacity or caseload, and fiscal (including the impact on the state share of Medicaid, for projects other than Article 31 Clinics).

Not Applicable

7. **Other Projects**
- a. Describe the project and the reasons for requesting approval. If an emergency situation, fully describe the nature of the emergency and the necessity for approval.
 - b. If a management contract or clinical services contract, provide:
 - I. Reasons for entering into the proposed contract
 - II. Copy of the proposed contract.
 - III. Background on the principals, officers, and directors of the organization.
 - IV. Information in sufficient detail to enable review of the project pursuant to Part 551.7(a)(15) of Title 14 NYCRR.

a) New Outpatient Programs

As part of the proposed project to create the Mount Sinai Comprehensive Behavioral Health Center at 45 Rivington Street, New York (New York County), New York 10002, MSBI will create a 25-slot partial hospitalization program (PHP) and a 35-slot intensive outpatient program (IOP). A comprehensive PAR (CPAR) application will be submitted via the MHPD system, seeking approval to certify the PHP and the IOP programs. Floor plans are provided under the **Schedule 20 Attachment**.

b) Not Applicable

Office of Alcoholism and Substance Abuse Services Program

Mount Sinai Beth Israel (MSBI), located at First Avenue and 16th Street, New York (New York County), New York 10003, proposes to create a replacement building for MSBI's inpatient and outpatient behavioral health services at 45 Rivington Street, New York (New York County), New York 10002, which until recently was a residential health care facility for people with HIV/AIDS. Upon completion, MSBI will relocate all of MSBI's inpatient and outpatient mental health and substance use disorder services from the Bernstein Pavilion and other locations at the main Hospital to the 45 Rivington Street location. In addition, MSBI will expand the outpatient behavioral health programs through the expansion of existing outpatient programs offered by MSBI and by introducing new intensive-level outpatient services. The new site will be named "Mount Sinai Beth Israel Comprehensive Behavioral Health Center" and will operate as a division of MSBI. As part of this proposal, MSBI will decertify 28 inpatient psychiatric beds, five (5) chemical dependency – detoxification beds and five (5) chemical dependency – rehabilitation beds from the operating certificate to remove excess inpatient bed capacity from the healthcare system.

Section A – Attachments for New Service, New Additional Location or Capacity Increase of beds

Not Applicable

- 1 Program and Service Area
 - a) Identify the type CD treatment service to be provided.
 - b) Provide a description of the area where the applicant plans to provide CD services.
 - c) Describe how the proposed program will function within the network of CD provider in this area.
- 2 Need
 - a) Provide an assessment of the need for the services requested.
 - b) Describe how your organization currently serves the target population (if applicable).
 - c) Provide any other information supporting need for the proposed program.
- 3 Functional Program
 - a) Mission - Describe the applicant's approach/philosophy regarding the treatment of chemical dependence; include use of self-help services, medication, individual/group counseling and other treatment techniques.
 - b) Organization – Describe the lines of authority from the governing body to the proposed program. Indicate the relationship of the program to other programs operated by your agency.
 - c) Goals and Objectives - Provide a detailed list including, but not limited to: expected outcomes for patients, planned numbers and frequency of service delivery, planned length of stay and other proposed measures of success.
 - d) Policies and Procedures – Submit detailed CD operational policies and procedures in accord with the proposed services to be provided. (not required when adding an additional location or a capacity increase of beds)
 - e) Additional Locations – Indicate current annual number units of services at main location and projected annual number units of services at the additional location.
 - f) Services – Describe the proposed operating schedule including days and hours.
 - g) Staffing – Provide a staffing plan for the program. Include descriptions of qualifications and duties for each staff person.
 - h) Premises – Provide a description of the premises to be used by the program. Include floor plan sketches drawn to scale.
 - i) Provide a Certificate of Occupancy or equivalent from the local buildings jurisdiction.
- 4 Fiscal
 - a) Submit a proposed budget for pre-operational expenses and first year of full operation.
- 5 Implementation

Describe start-up or phase-in activities necessary to implement the program. Include timeframes in your description.

Section B – Relocation an existing service.

1 Change in Location

- a) Indicate the proposed effective date of relocation.
- b) Identify the new location.
- c) Describe the reasons for the relocation.
- d) Describe how access and transportation needs will be addressed.
- e) Provide a description of the premises to be used by the program. Include floor plan sketches drawn to scale.
- f) Provide a Certificate of Occupancy or equivalent from the local buildings jurisdiction.
- g) If the program relocates to a new county or borough, Complete Section A (1).

- a) The proposed effective date of the relocation is projected to be May 2022.
- b) The new location will be 45 Rivington Street, New York (New York County), New York 10002.
- c) Bernstein Pavilion, where the majority of the behavioral health services offered at the main MSBI campus are located, is the quintessential example of 1950s hospital architecture; the building is aged and not designed to facilitate the behavioral health care models of the 21st century. As a safety-net provider, MSBI is a critically important health care resource for primary care, specialty care and behavioral health care to the residents in the downtown Manhattan area, Brooklyn and Queens. MSBI's vision is to create a transformational, state-of-the art, community-oriented center for inpatient and outpatient behavioral health care and a one-stop location of services for mental health, substance use, physical health and social service needs for the residents of MSBI's primary service area (PSA) at the 45 Rivington Street location. The comprehensive behavioral health center will address some of the critical gaps identified in the behavioral health services continuum of care through the expansion of existing outpatient behavioral health services and by providing new intensive outpatient programs; short-term crisis and respite housing with intensive therapeutic services; on-site, integrated primary care services; and seamless coordination of services via specialized behavioral health care coordinators.
- d) The 45 Rivington Street location is 1.0 miles from the current MSBI campus and is easily accessible by public transportation (e.g., subway and bus).
- e) 45 Rivington Street is an existing, six-(6)-story-building, with a cellar and one (1) mechanical penthouse level, which until recently was a residential health care facility for people with HIV/AIDS. MSBI proposes to do a gut renovation of the building. Floor plans are provided under the **Schedule 20 Attachment**.
- f) A certificate of occupancy or New York City Department of Buildings letter of completion will be forwarded upon issuance at the end of the project.
- h) N/A

Please refer to the Project Narrative under the Schedule 1 Attachment for additional information.

Section C – Change of Sponsor

1 Change in Sponsor

- a) Identify the new sponsor and the current sponsor.
- b) Describe the reasons for changing sponsorship of the program(s).

Schedule 20 Attachment

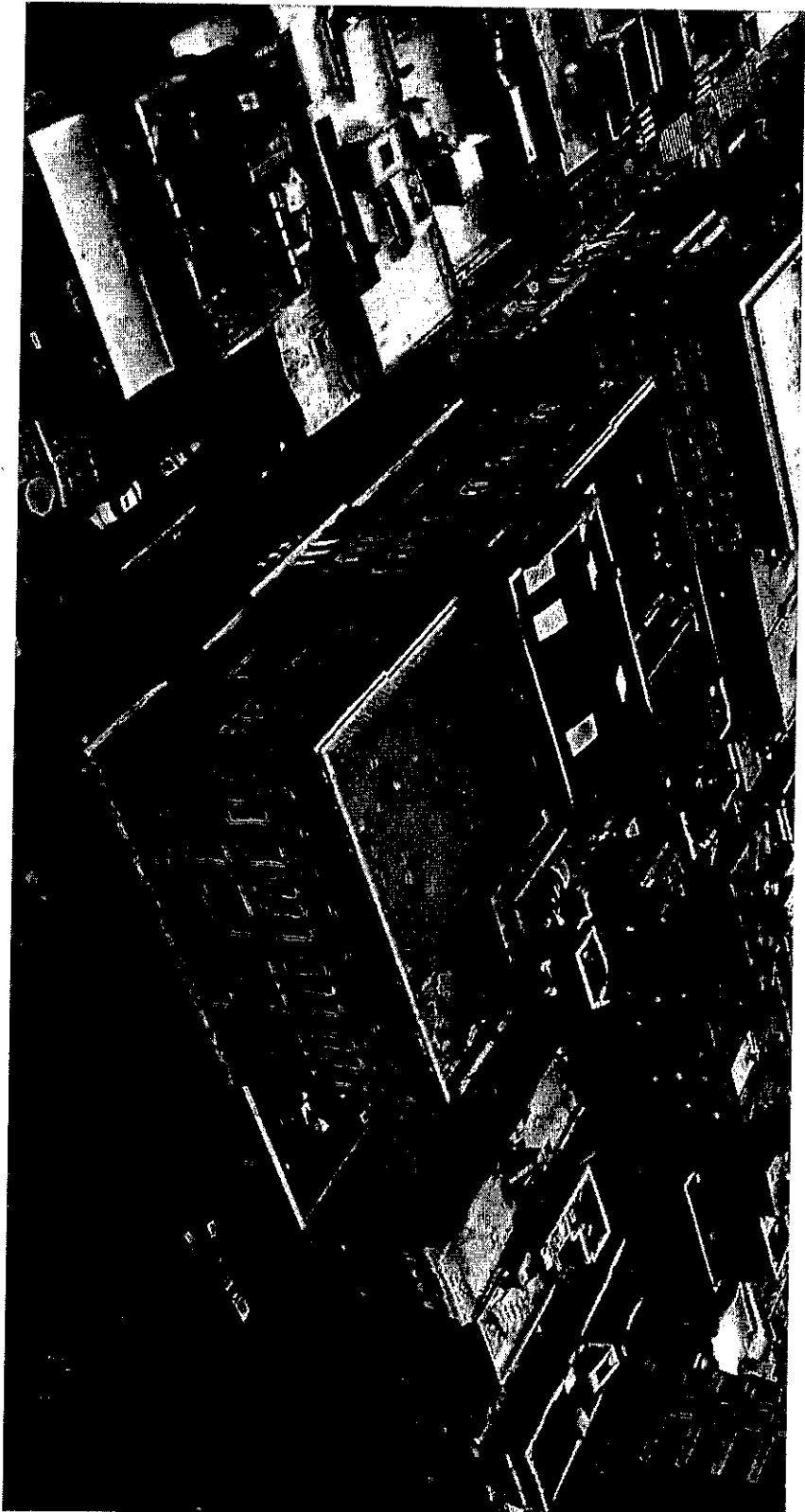
1. Architectural Drawings



Mount
Sinai

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
NEW YORK, NEW YORK

HKS



NYSDOH - DSG 1.0 SCHEMATIC DESIGN SUBMISSION

OWNER	Mount Sinai Health System
ARCHITECT	HKS Inc., 3000 Central Expressway, Suite 1000, San Jose, CA 95128
GENERAL CONTRACTOR	Skidmore, Owings & Merrill LLP, 200 Park Avenue, New York, NY 10022
MECHANICAL/ELECTRICAL/PLUMBING (MEP) CONSULTANT	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
VERTICAL TRANSPORTATION	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
STRUCTURAL CONSULTANT	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
MECHANICAL/ELECTRICAL/PLUMBING (MEP) CONSULTANT	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
ACoustics / VIBRATION	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
LABORATORY	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
IT / COMMUNICATIONS SECURITY	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
OMNIBUS CONSULTANTS	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
MERCHANDISE PLANNING	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020
FOOD SERVICE	Parsons Brinckerhoff Inc., 1100 Avenue of the Americas, New York, NY 10020

CON NO. XXXXX
PROJECT NO. 2083100
MAY 18, 2018

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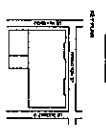
HIKS
 ARCHITECT
 1000 N. MICHIGAN AVE.
 SUITE 1000
 ANN ARBOR, MI 48106
 TEL: 734.769.1000
 FAX: 734.769.1001
 WWW.HIKSARCHITECTS.COM

**MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER**
 1575 YORK STREET
 NEW YORK, NY 10021

PROJECT NO. 1575 YORK STREET
 DATE: 05/10/19

Mount Sinai
 MOUNT SINAI HEALTH SYSTEM
 1575 YORK STREET
 NEW YORK, NY 10021
 TEL: 212.241.2000
 FAX: 212.241.2001
 WWW.MOUNTSINAI.ORG

WETTEL REVIEW ONLY
 This drawing is for review only and is not to be used for construction. All dimensions and notes are subject to change without notice.



NO.	DESCRIPTION	QTY	UNIT	AMOUNT
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PROJECT NO. 1575 YORK STREET
 DATE: 05/10/19

DSG 1.0 SCHEMATIC
 SUBMISSION
 INDEX OF
 DRAWINGS

A.001.00
 PART 1
 1575 YORK STREET
 NEW YORK, NY 10021

ROOM NAME ABBREVIATIONS

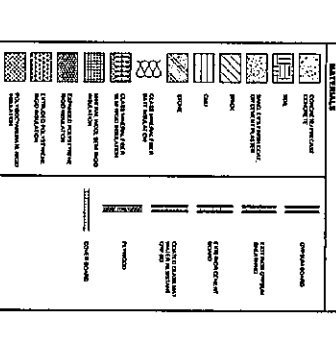
Table with multiple columns listing room names and their corresponding abbreviations. Includes categories like 'LABORATORY', 'OFFICE', 'CONFERENCE', etc.

DRAWING ABBREVIATIONS

Table with multiple columns listing drawing symbols and their corresponding abbreviations. Includes categories like 'MECHANICAL', 'ELECTRICAL', 'PLUMBING', etc.

INDEX OF DRAWINGS

Table listing drawing numbers and their corresponding titles. Includes a scale of 1/8" = 1'-0" and a north arrow.

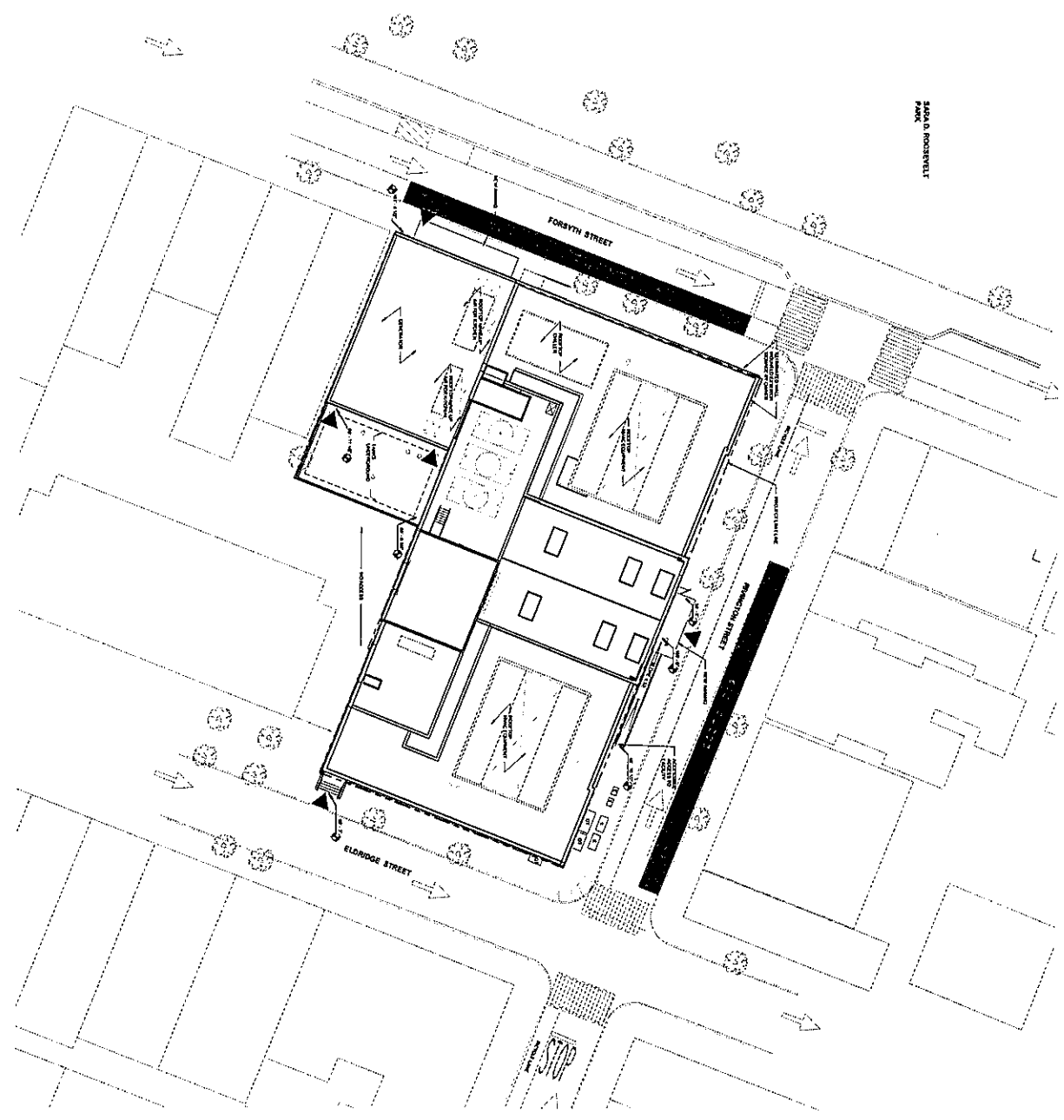


BUILDING SUMMARY

Table providing project details: PROJECT LOCATION, PROJECT OWNER, PROJECT DESCRIPTION, PROJECT SCHEDULE, and PROJECT INFORMATION.

Project information and contact details. Includes project name 'A.005.00', date 'MAY 10, 2019', and contact information for Mount Sinai Comprehensive Behavioral Health Center.

ADAM S. ROSENBLATT
PARK



01 SITE PLAN
DATE: 05/10/19



ASP 100.00
DATE: 05/10/19

ARCHITECTURAL
DESIGN SUBMISSION
ARCHITECTURAL
SITE PLAN

DATE: 05/10/19
PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

NO.	DESCRIPTION	DATE
1	PRELIMINARY SITE PLAN	05/10/19
2	FINAL SITE PLAN	05/10/19

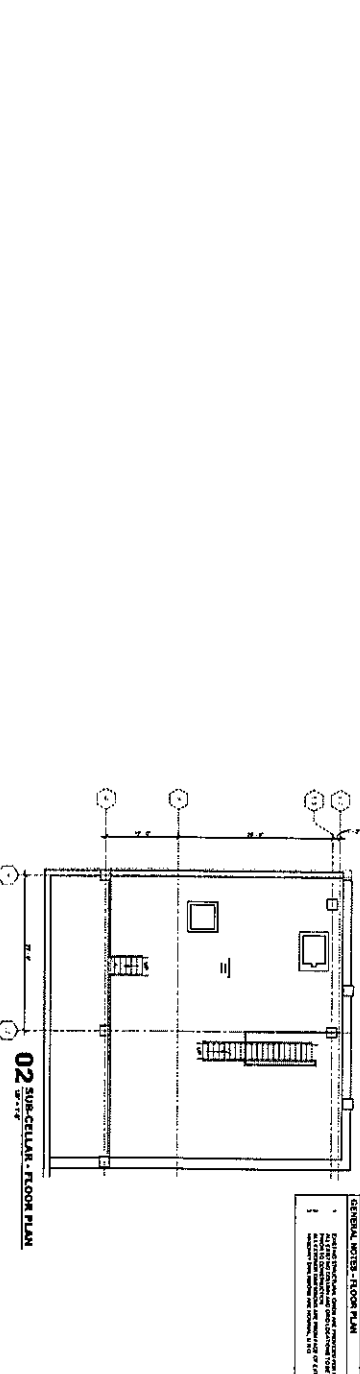
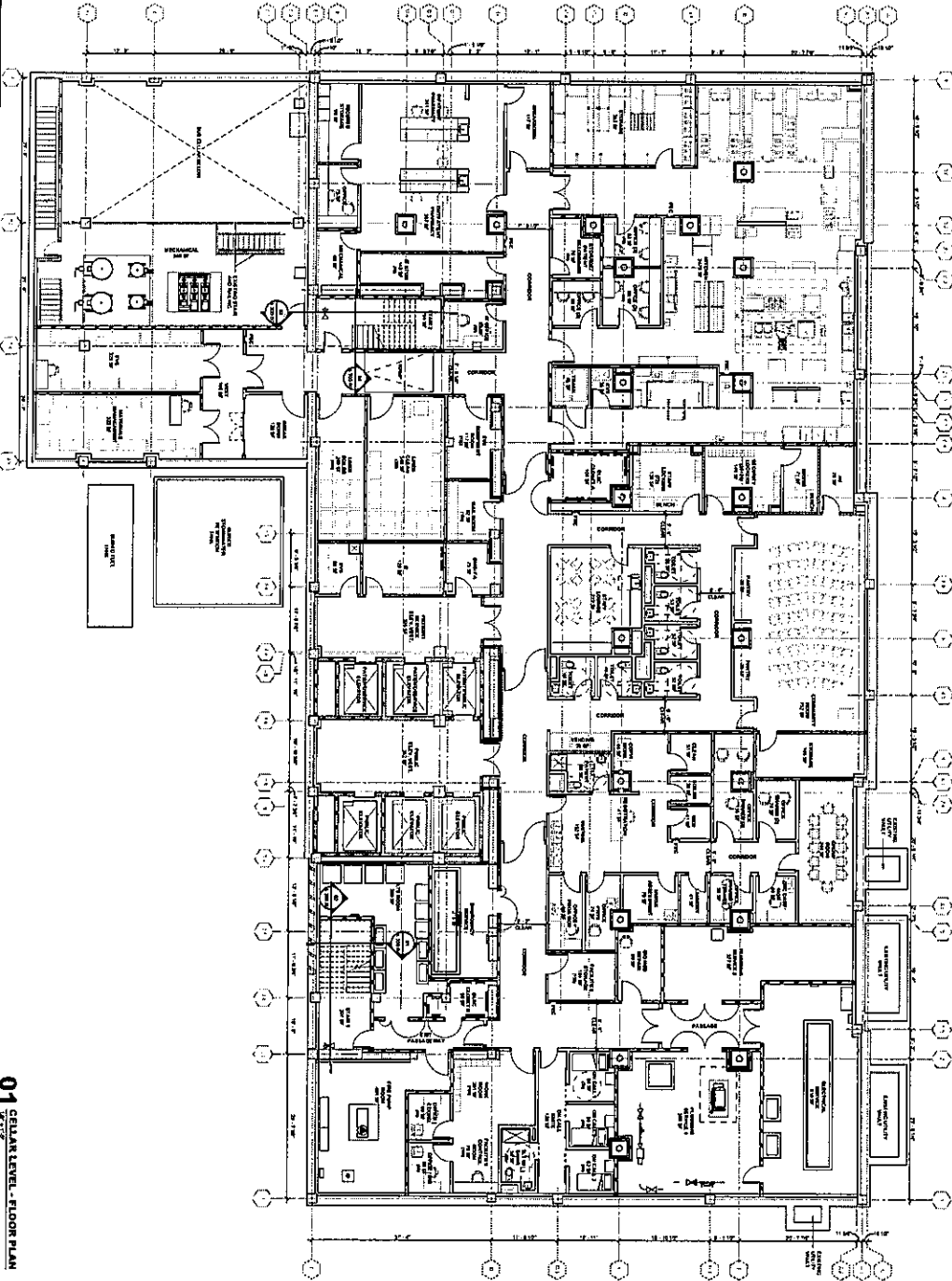


Mount Sinai
MOUNT SINAI HEALTH SYSTEM
1501 MOUNT SINAI DRIVE
NEW YORK, NY 10029
TEL: 212.241.6100
WWW.MOUNTSINAI.ORG

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
ARCHITECTURAL DESIGN SUBMISSION

HKS
ARCHITECT
100 EAST 41ST STREET
NEW YORK, NY 10017
TEL: 212.490.4000
WWW.HKS.COM

ADAM S. ROSENBLATT
ARCHITECT
100 EAST 41ST STREET
NEW YORK, NY 10017
TEL: 212.490.4000
WWW.HKS.COM



01 CELLAR LEVEL - FLOOR PLAN

02 SUB-CELLAR - FLOOR PLAN

GENERAL NOTES - FLOOR PLAN
 1. EXISTING STRUCTURE AND CONDITIONS TO BE MAINTAINED.
 2. ALL NEW WORK TO BE SHOWN IN BOLD LINES.
 3. REFER TO ALL SHEETS FOR COMPLETE INFORMATION.
 4. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
 5. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

A.100.00

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
DATE: MAY 10, 2019
NO.: 1.0
DESCRIPTION: SCHEMATIC DESIGN SUBMISSION
LEVEL: CELLAR - FLOOR PLAN

DESIGNER: HKS
ARCHITECT: HKS
ENGINEER: HKS
MECHANICAL ENGINEER: HKS
ELECTRICAL ENGINEER: HKS
PLUMBING ENGINEER: HKS
STRUCTURAL ENGINEER: HKS
ENVIRONMENTAL ENGINEER: HKS
LANDSCAPE ARCHITECT: HKS
INTERIOR ARCHITECT: HKS
EXTERIOR ARCHITECT: HKS
SCULPTOR: HKS
ARTIST: HKS
PAINTER: HKS
WOODWORKER: HKS
IRONWORKER: HKS
GLAZIER: HKS
ROOFER: HKS
CONCRETE FINISHER: HKS
PAVING CONTRACTOR: HKS
LANDSCAPE CONTRACTOR: HKS
INSTALLATION CONTRACTOR: HKS
OPERATION CONTRACTOR: HKS
MAINTENANCE CONTRACTOR: HKS
TRAINING CONTRACTOR: HKS
OPERATION CONTRACTOR: HKS
MAINTENANCE CONTRACTOR: HKS
TRAINING CONTRACTOR: HKS

REVISIONS:
 NO. DESCRIPTION DATE
 1.0 SCHEMATIC DESIGN SUBMISSION MAY 10, 2019

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
DATE: MAY 10, 2019
NO.: 1.0
DESCRIPTION: SCHEMATIC DESIGN SUBMISSION
LEVEL: CELLAR - FLOOR PLAN

DESIGNER: HKS
ARCHITECT: HKS
ENGINEER: HKS
MECHANICAL ENGINEER: HKS
ELECTRICAL ENGINEER: HKS
PLUMBING ENGINEER: HKS
STRUCTURAL ENGINEER: HKS
ENVIRONMENTAL ENGINEER: HKS
LANDSCAPE ARCHITECT: HKS
INTERIOR ARCHITECT: HKS
EXTERIOR ARCHITECT: HKS
SCULPTOR: HKS
ARTIST: HKS
PAINTER: HKS
WOODWORKER: HKS
IRONWORKER: HKS
GLAZIER: HKS
ROOFER: HKS
CONCRETE FINISHER: HKS
PAVING CONTRACTOR: HKS
LANDSCAPE CONTRACTOR: HKS
INSTALLATION CONTRACTOR: HKS
OPERATION CONTRACTOR: HKS
MAINTENANCE CONTRACTOR: HKS
TRAINING CONTRACTOR: HKS

REVISIONS:
 NO. DESCRIPTION DATE
 1.0 SCHEMATIC DESIGN SUBMISSION MAY 10, 2019

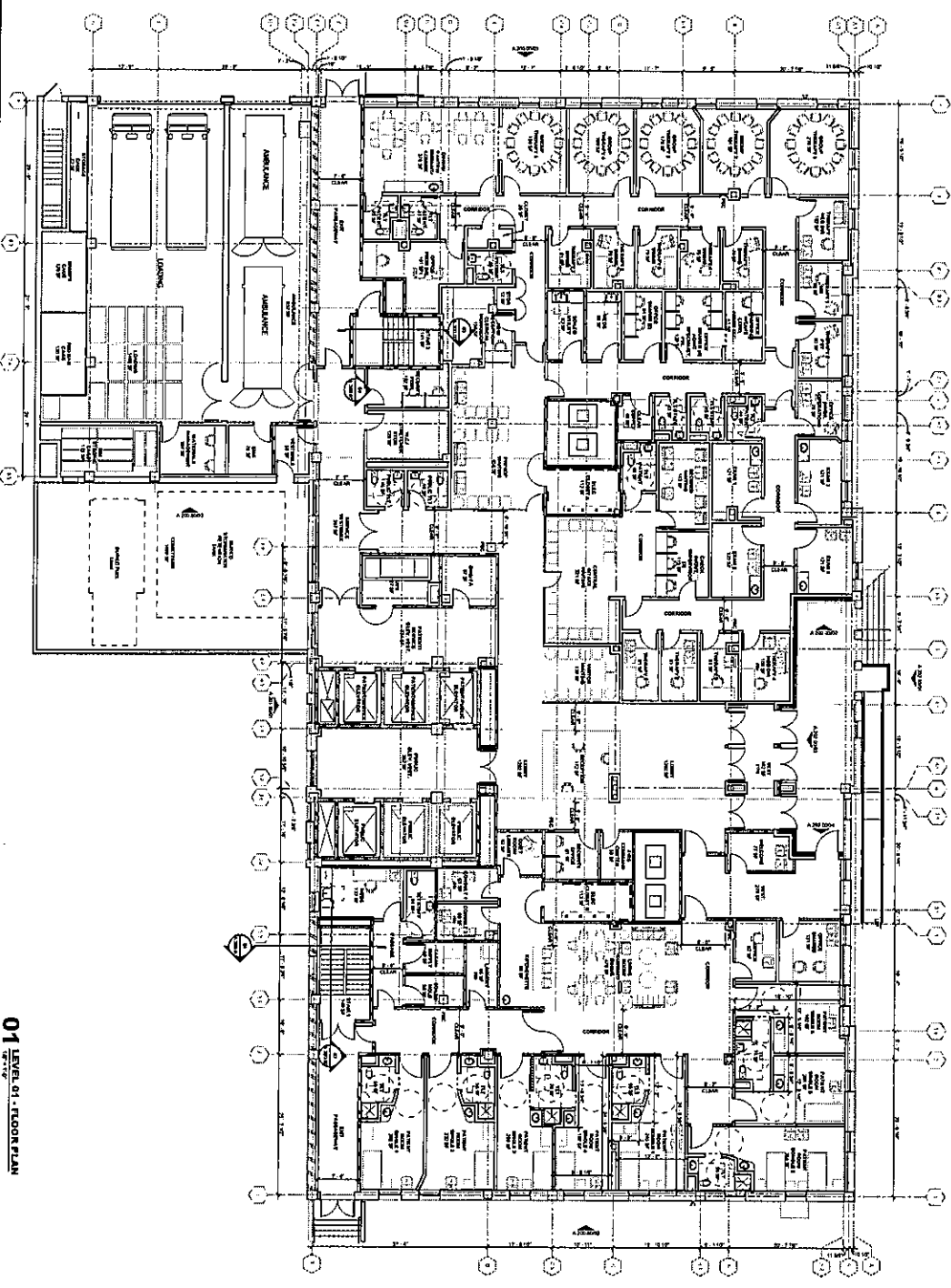
PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
DATE: MAY 10, 2019
NO.: 1.0
DESCRIPTION: SCHEMATIC DESIGN SUBMISSION
LEVEL: CELLAR - FLOOR PLAN

DESIGNER: HKS
ARCHITECT: HKS
ENGINEER: HKS
MECHANICAL ENGINEER: HKS
ELECTRICAL ENGINEER: HKS
PLUMBING ENGINEER: HKS
STRUCTURAL ENGINEER: HKS
ENVIRONMENTAL ENGINEER: HKS
LANDSCAPE ARCHITECT: HKS
INTERIOR ARCHITECT: HKS
EXTERIOR ARCHITECT: HKS
SCULPTOR: HKS
ARTIST: HKS
PAINTER: HKS
WOODWORKER: HKS
IRONWORKER: HKS
GLAZIER: HKS
ROOFER: HKS
CONCRETE FINISHER: HKS
PAVING CONTRACTOR: HKS
LANDSCAPE CONTRACTOR: HKS
INSTALLATION CONTRACTOR: HKS
OPERATION CONTRACTOR: HKS
MAINTENANCE CONTRACTOR: HKS
TRAINING CONTRACTOR: HKS

REVISIONS:
 NO. DESCRIPTION DATE
 1.0 SCHEMATIC DESIGN SUBMISSION MAY 10, 2019

HKS
 ARCHITECT
 11101 VOYAGE PLAZA
 SUITE 1000
 DALLAS, TEXAS 75244
 TEL: 214.760.8000
 WWW.HKS.COM

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 1500 BROADWAY, NEW YORK, NY 10036
 TEL: 212.241.2000
 WWW.MOUNTSINAI.ORG



01 LEVEL 01 - FLOOR PLAN

GENERAL NOTES - FLOOR PLAN
 1. SEE ALL DIMENSIONS AND NOTES ON ALL SHEETS.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.



A.101.00

DATE: MAY 10, 2013
 DRAWING NO: 01-01
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 SHEET: 01-01
 SCALE: AS SHOWN

REVISIONS

NO.	DATE	DESCRIPTION
1	05/10/13	ISSUE FOR PERMIT
2	05/10/13	ISSUE FOR CONSTRUCTION

LEGEND

- STAIRS
- ELEVATOR
- MECHANICAL ROOM
- LABORATORY
- OFFICE
- CONFERENCE ROOM
- RECEPTION
- WAITING AREA
- EXAM ROOM
- AMBULANCE

PROJECT INFORMATION

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT: HKS
 DATE: MAY 10, 2013

MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER

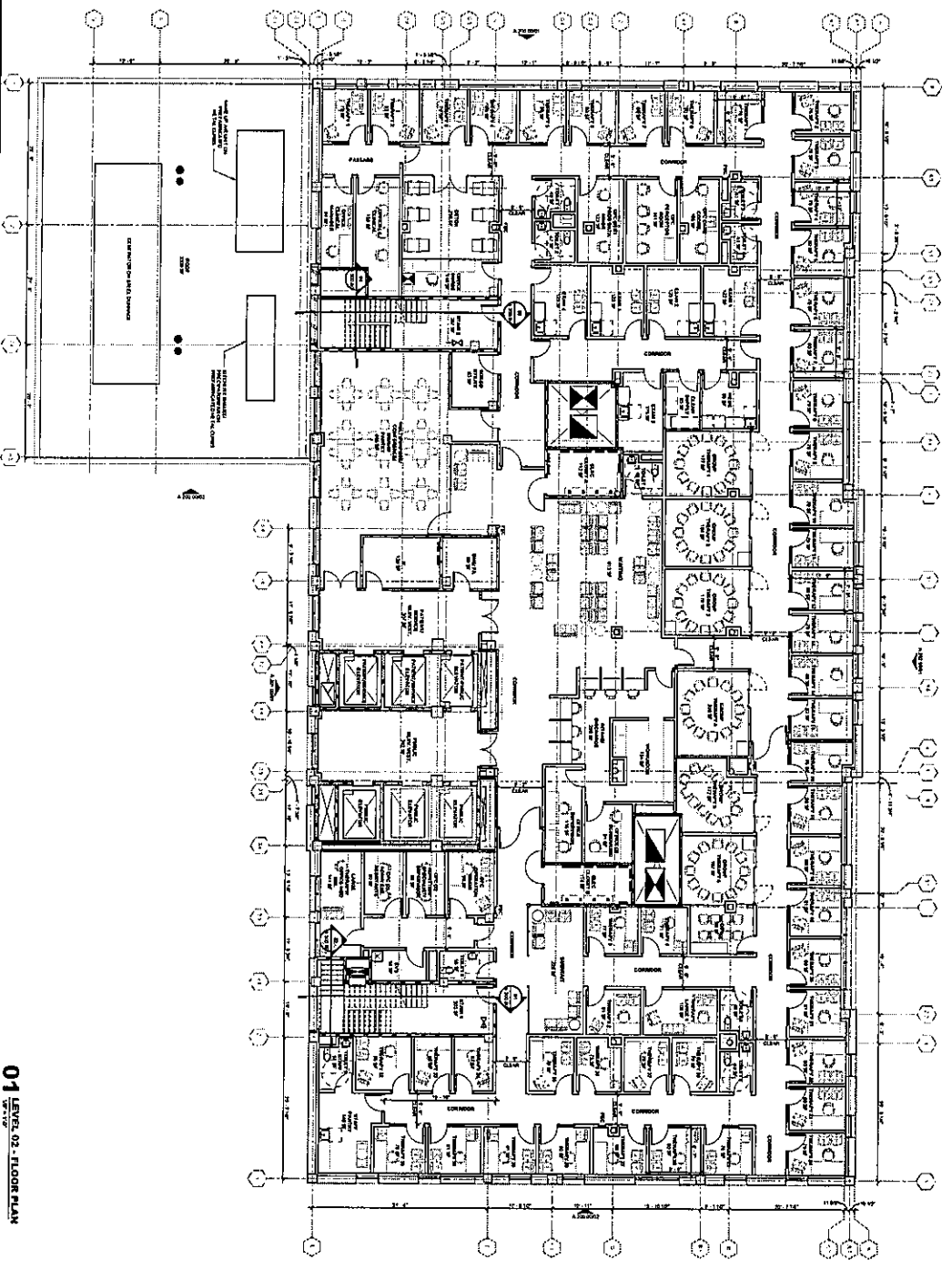
HKS

ARCHITECT
 1000 RAVENSWOOD AVENUE
 SUITE 1000
 HOUSTON, TEXAS 77002
 TEL: 281.416.4000
 FAX: 281.416.4001
 WWW.HKS.COM

LABORATORY
 ALL LABORATORY WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

STAIRS
 ALL STAIRS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.

VERTICAL TRANSPORTATION
 ALL ELEVATORS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES.



GENERAL NOTES - FLOOR PLAN
 1. EXISTING AND PROPOSED ROOMS, WALLS, AND PARTITIONS ARE SHOWN ONLY FOR INFORMATION. ROOMS AND PARTITIONS ARE NOT TO BE CONSIDERED UNLESS SPECIFICALLY NOTED OTHERWISE. SEE PLAN FOR ROOM SCHEDULES.

01 LEVEL 02 - FLOOR PLAN

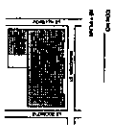


A.102.00

DATE: MAY 10, 2019
 PROJECT: 05G-10 SCHEMATIC DESIGN FOR SUBMISSION LEVEL 02 - FLOOR PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT: HKS
 PROJECT MANAGER: JEFFREY A. LINDBERG
 ARCHITECT OF RECORD: HKS

DESIGNED BY: JEFFREY A. LINDBERG
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



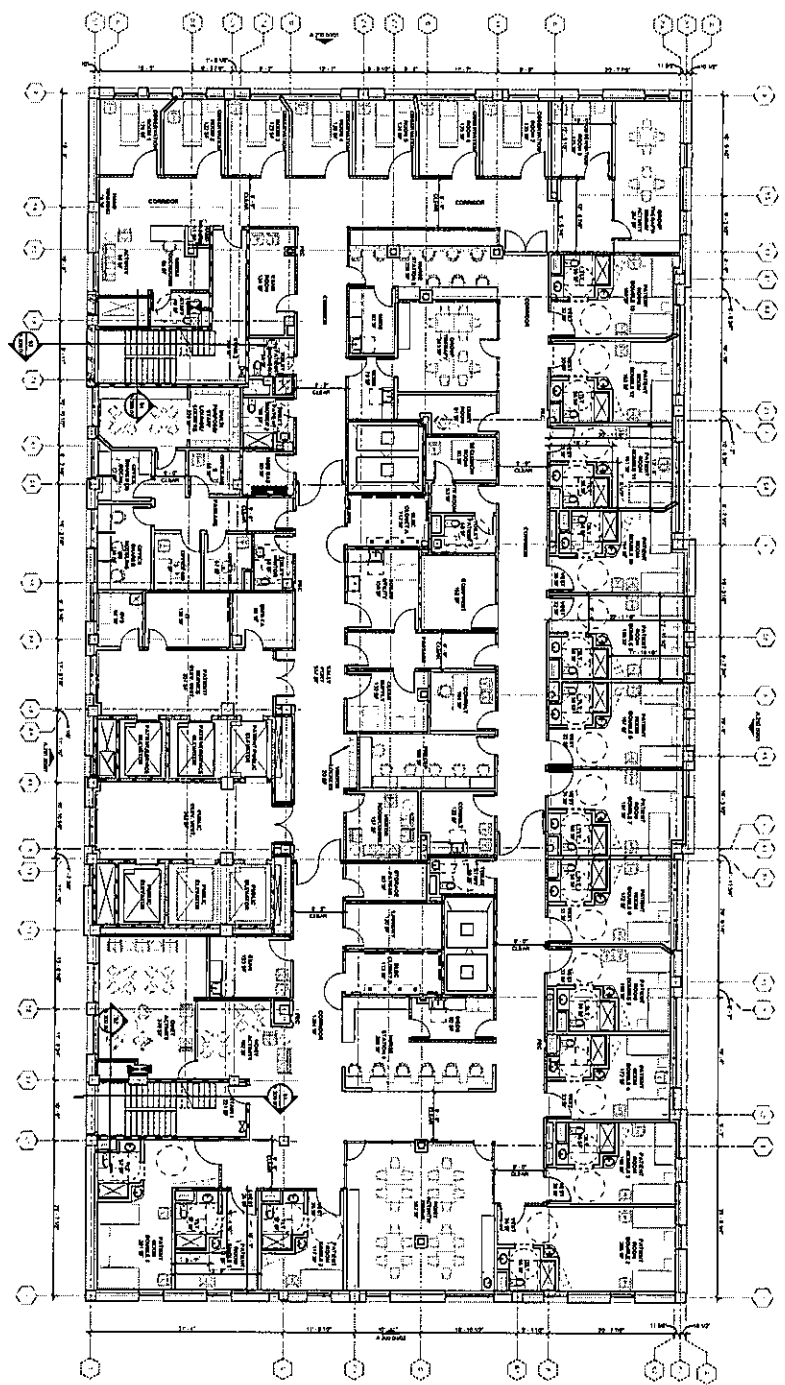
REVISIONS
 NO. DESCRIPTION
 1. [Revision details]

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT: HKS
 PROJECT MANAGER: JEFFREY A. LINDBERG
 ARCHITECT OF RECORD: HKS

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT OF RECORD: HKS

HKS
 ARCHITECT
 1200 AVENUE OF THE STARS
 SUITE 2000
 FORT MYERS, FL 33902
 PH: 888.848.8686
 WWW.HKS.COM

LABORATORY
 ARCHITECT OF RECORD: HKS
 ARCHITECT OF RECORD: HKS
 ARCHITECT OF RECORD: HKS
 ARCHITECT OF RECORD: HKS
 ARCHITECT OF RECORD: HKS



GENERAL NOTES - FLOOR PLAN

1. REFER TO THE GENERAL NOTES AND SPECIFICATIONS FOR A COMPLETE LIST OF NOTES AND SPECIFICATIONS.
2. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.

01 LEVEL 03 - FLOOR PLAN



A.103.00

DATE: MAY 10, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 SHEET: 056-10 SCHEMATIC DEVELOPMENT SUBMISSION
 LEVEL: 03 - FLOOR PLAN

REVISIONS

NO.	DESCRIPTION	DATE

LEGEND

REVISIONS

FOOD SERVICE

REVISIONS

REVISIONS

REVISIONS

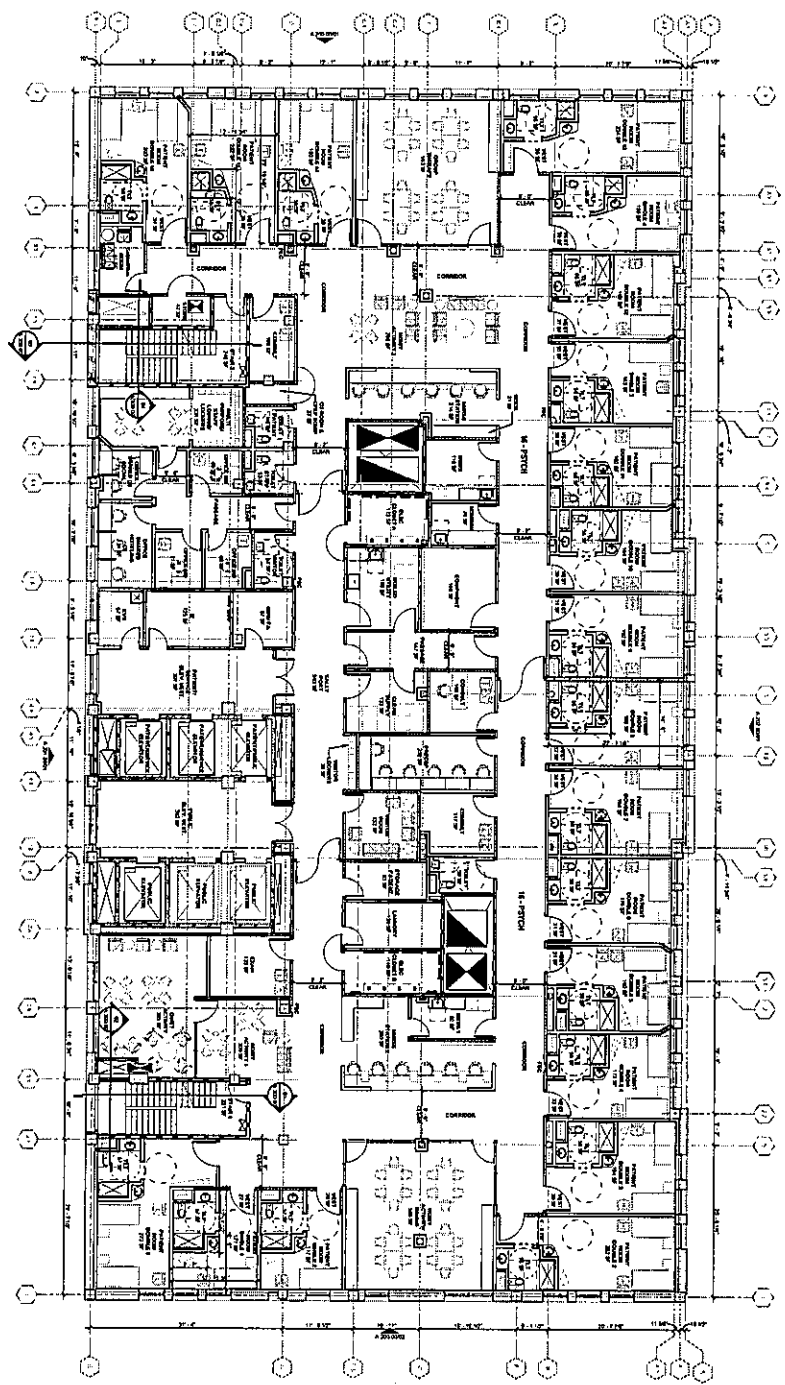
HIKS

ARCHITECTS

1000 BROADWAY, SUITE 2000
 NEW YORK, NY 10018
 TEL: 212 692 4000
 WWW.HIKSARCHITECTS.COM

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

DESIGNED BY: [FIRM NAME]



GENERAL NOTES - FLOOR PLAN

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL ROOMS SHALL BE FINISHED TO THE FINISH LINE UNLESS OTHERWISE NOTED.
3. ALL ROOMS SHALL BE FINISHED TO THE FINISH LINE UNLESS OTHERWISE NOTED.

01 LEVEL, 04 FLOOR PLAN



HKS

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER



ARCHITECT
 HKS
 1000 RIVER STREET, SUITE 2000
 NEW YORK, NY 10020
 TEL: 212 261 2000
 FAX: 212 261 2001
 WWW.HKS.COM

DATE
 05/10/2019

PROJECT
 MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 01 LEVEL, 04 FLOOR PLAN

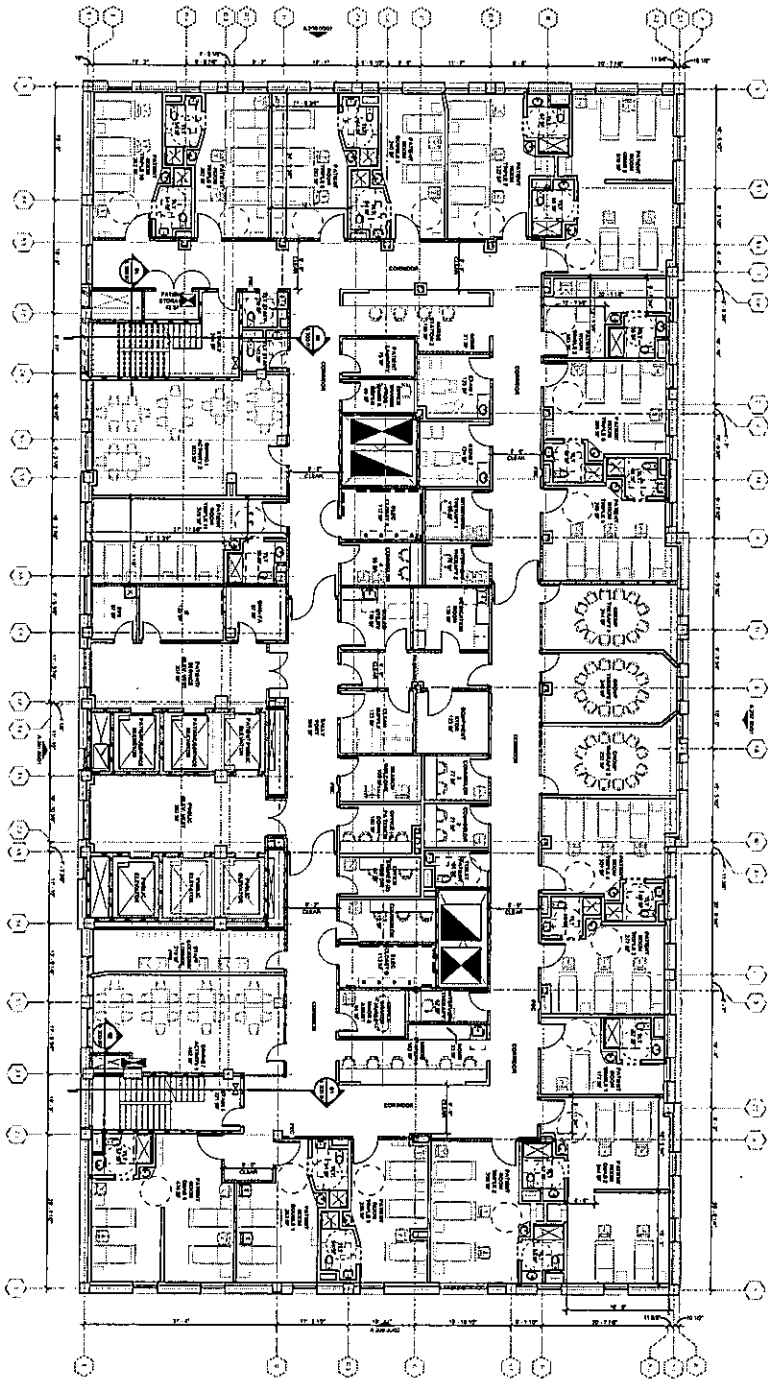
PROJECT NUMBER
 22983.000

DATE
 MAY 10, 2019

DESCRIPTION
 01 LEVEL, 04 FLOOR PLAN

PROJECT LOCATION
 1000 RIVER STREET, SUITE 2000
 NEW YORK, NY 10020

A.104.00



GENERAL NOTES - FLOOR PLAN

1. SEE ALL DIMENSIONS AND FINISHES ON ALL FLOOR PLANS.
2. SEE ALL DIMENSIONS AND FINISHES ON ALL FLOOR PLANS.
3. SEE ALL DIMENSIONS AND FINISHES ON ALL FLOOR PLANS.

01 LEVEL, 05 - FLOOR PLAN

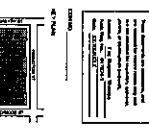
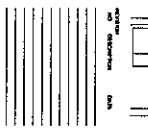


A.105.00

PROJECT NAME
 MOUNT SINAI
 DATE
 MAY 10, 2015
 DRAWING NO.
 01-05-00
 DESIGNER
 JEFFREY A. KONTING
 ARCHITECT
 MOUNT SINAI
 1275 YORK AVENUE
 NEW YORK, NY 10021

REVISIONS

NO.	DESCRIPTION	DATE



LEGEND

STAIRS
 UP
 DOWN

RAMP
 1:12
 1:8
 1:6

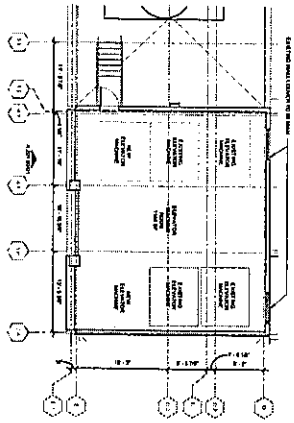
MOUNT SINAI
 Comprehensive Behavioral Health Center
 1275 YORK AVENUE
 NEW YORK, NY 10021

ARCHITECT
 JEFFREY A. KONTING
 ARCHITECT
 1275 YORK AVENUE
 NEW YORK, NY 10021

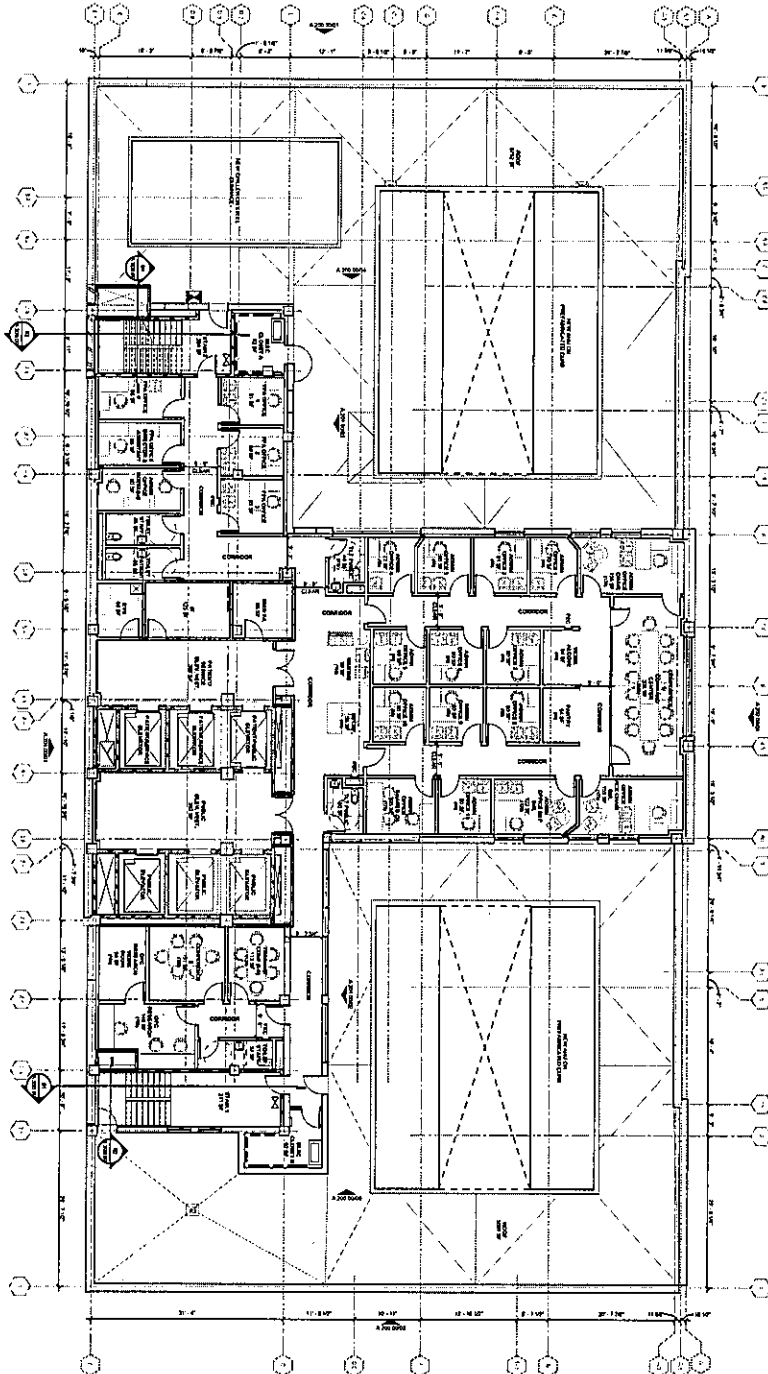
GENERAL NOTES

1. SEE ALL DIMENSIONS AND FINISHES ON ALL FLOOR PLANS.

HKS



02 ELEVATOR MACHINE ROOM - FLOOR PLAN



01 LEVEL 08 - FLOOR PLAN

GENERAL NOTES - FLOOR PLAN

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL ROOMS SHALL BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.
3. ALL ROOMS SHALL BE FINISHED TO THE FINISHES SHOWN ON THE FINISH SCHEDULE.

HIKS

ARCHITECT

1000 AVENUE OF THE STARS
SUITE 1000
FARMINGTON HILLS, MI 48334
PH: 248.850.0000
WWW.HIKSARCHITECTS.COM

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

200 W. 57th St. 12th Floor
New York, NY 10019

MOUNT SINAI HEALTH SYSTEM

111 WEST 30TH STREET
NEW YORK, NY 10001
PH: 212.241.2000
WWW.MOUNTSINAI.ORG

DESIGN TEAM

ARCHITECT: HIKS ARCHITECTS
INTERIOR ARCHITECT: HIKS ARCHITECTS
MECHANICAL/ELECTRICAL/PLUMBING: PERKINS+WILL
STRUCTURAL: PERKINS+WILL
GENERAL CONTRACTOR: PERKINS+WILL

DATE: 05/10/2019

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

LEVEL: 08 - FLOOR PLAN

FINISH SCHEDULE

NO.	FINISH	DESCRIPTION
1	AC	ACRYLIC COATING
2	AD	ADHESIVE
3	AL	ALUMINUM
4	AS	ASSURED
5	AW	AWOOL
6	BA	BALANCE
7	BC	BLOCK
8	BD	BED
9	BE	BELT
10	BF	BUFF
11	BG	BURR
12	BH	BURN
13	BI	BURNISH
14	BJ	BURNISH
15	BK	BURNISH
16	BL	BURNISH
17	BM	BURNISH
18	BN	BURNISH
19	BO	BURNISH
20	BP	BURNISH
21	BQ	BURNISH
22	BR	BURNISH
23	BS	BURNISH
24	BT	BURNISH
25	BU	BURNISH
26	BV	BURNISH
27	BW	BURNISH
28	BX	BURNISH
29	BY	BURNISH
30	BZ	BURNISH

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

DATE: 05/10/2019

PROJECT NO.: 22863.000

DESIGNER: HIKS ARCHITECTS

PROJECT LOCATION: 200 W. 57th St. 12th Floor
New York, NY 10019

PROJECT TYPE: LEVEL 08 - FLOOR PLAN

SCALE: 1/8" = 1'-0"

DATE: 05/10/2019

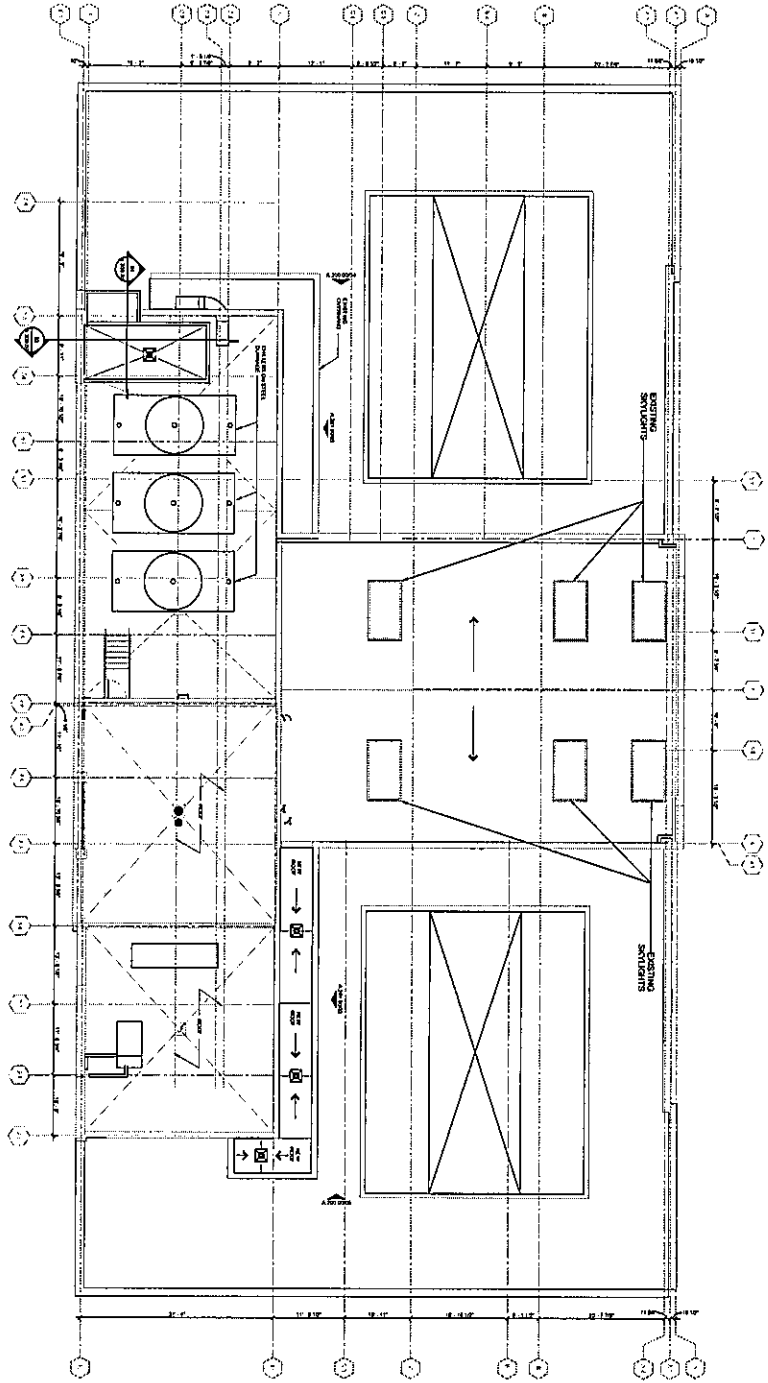
PROJECT NO.: 22863.000

DESIGNER: HIKS ARCHITECTS

PROJECT LOCATION: 200 W. 57th St. 12th Floor
New York, NY 10019

PROJECT TYPE: LEVEL 08 - FLOOR PLAN

A.106.00



GENERAL NOTES - FLOOR PLAN

1. EXISTING STRUCTURAL GRIDS AND DIMENSIONS ARE SHOWN FOR REFERENCE ONLY. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

01 ROOF PLAN



HKS

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

Mount Sinai
 MOUNT SINAI HEALTH SYSTEM
 1575 BROADWAY, 16TH FLOOR
 NEW YORK, NY 10036
 TEL: 212.241.6100
 WWW.MOUNTSINAI.ORG

ARCHITECT
 HKS ARCHITECTURE
 1000 PENNSYLVANIA AVENUE, SUITE 1000
 WASHINGTON, DC 20004
 TEL: 202.775.8000
 WWW.HKSARCHITECTURE.COM

DATE
 05/10/2018

PROJECT
 MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ROOF PLAN

DESIGNER
 HKS ARCHITECTURE

DATE
 05/10/2018

PROJECT
 MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ROOF PLAN

SCALE
 1/8" = 1'-0"

ARCHITECT
 300 NORTH ZEEB ROAD
 FORT WORTH, TEXAS 76102
 TEL: 817.339.3800
 WWW.HKS.COM

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 LOCATION: 1575 WEST WASHINGTON AVENUE, SUITE 2000, CHICAGO, IL 60610
 DATE: MAY 10, 2018

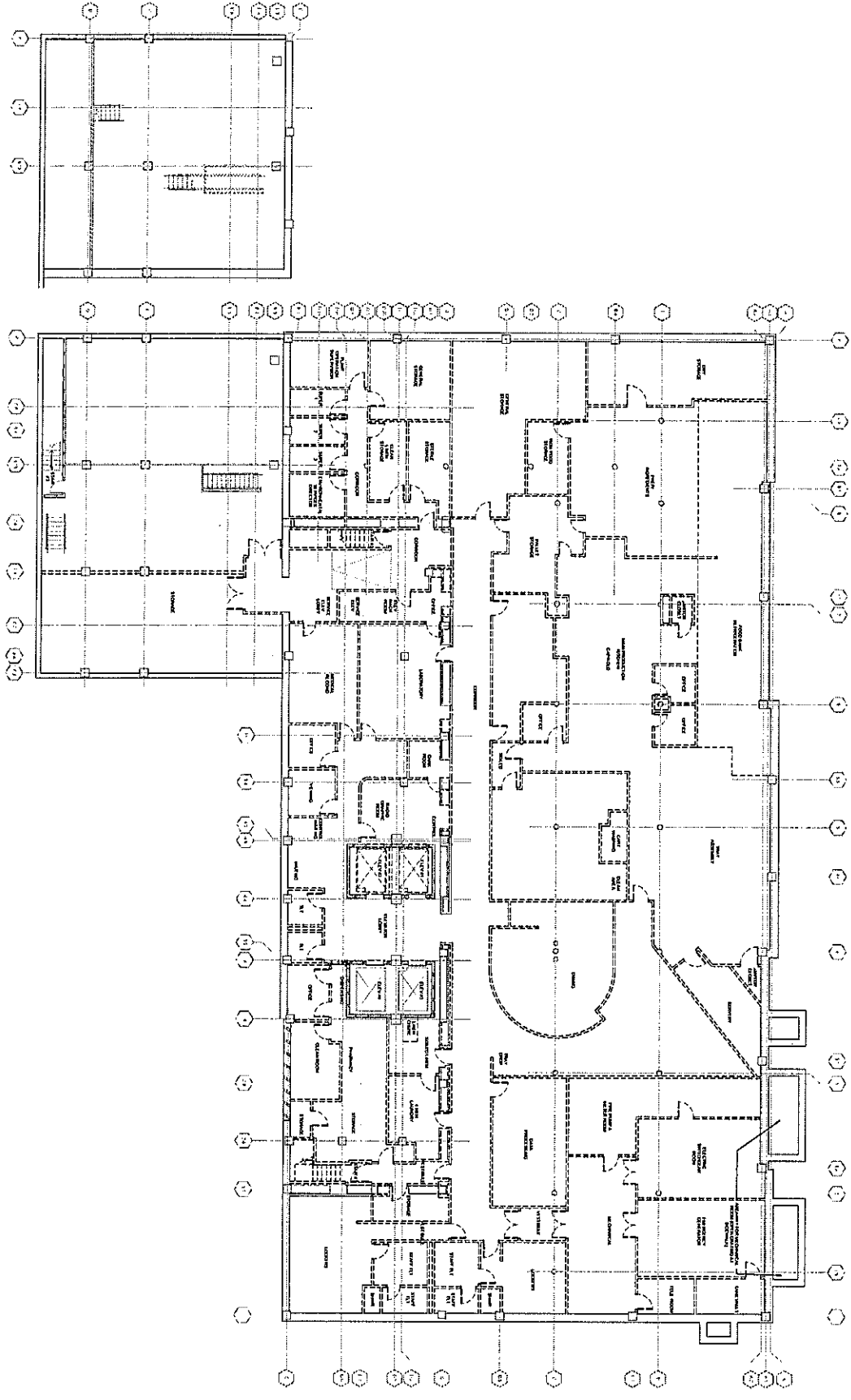
MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DEMOLITION PLAN



PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 LOCATION: 1575 WEST WASHINGTON AVENUE, SUITE 2000, CHICAGO, IL 60610
 DATE: MAY 10, 2018

01 LEVEL CELLAR - DEMOLITION PLAN

02 LEVEL SUBCELLAR - DEMOLITION PLAN



DM.100.00

DATE: MAY 10, 2018

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

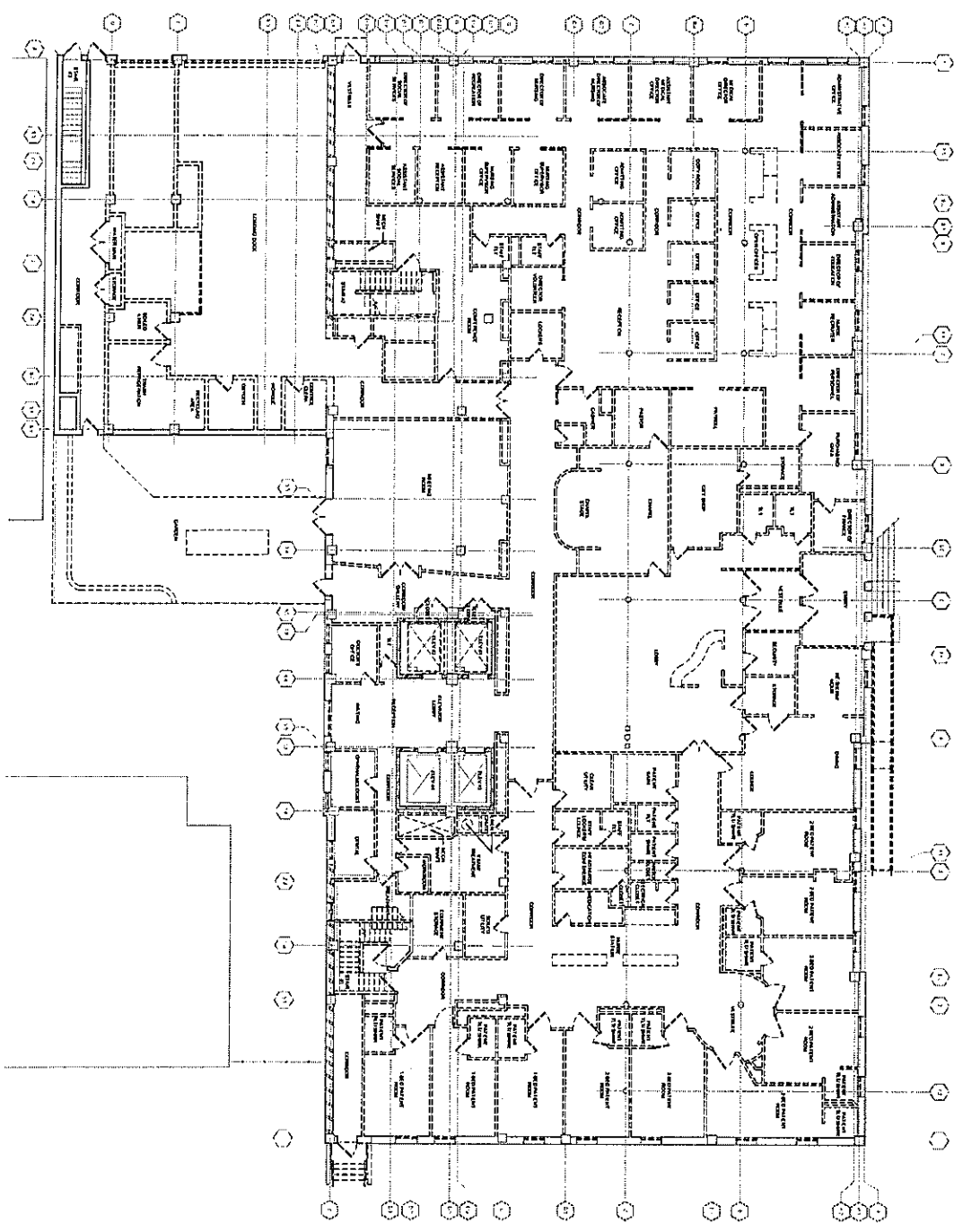
LOCATION: 1575 WEST WASHINGTON AVENUE, SUITE 2000, CHICAGO, IL 60610

DATE: MAY 10, 2018

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

LOCATION: 1575 WEST WASHINGTON AVENUE, SUITE 2000, CHICAGO, IL 60610

DATE: MAY 10, 2018



01 LEVEL 01 - DEMOLITION PLAN

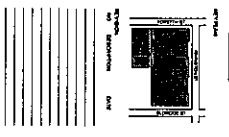


DM-101.00

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
DATE: MAY 10, 2018
DRAWING: DISCIPLINE SCHEMATIC
LEVEL: LEVEL 01
DEMOLITION PLAN

REVISIONS

NO.	DESCRIPTION	DATE



FIELD NOTES

1. REFER TO SHEET 01-02 FOR THE COMPLETE DEMOLITION PLAN.

2. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO DEMOLITION ACT AND ORDINANCES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

5. ALL DEMOLITION DEBRIS SHALL BE PROPERLY DISPOSED OF AT AN APPROVED LANDFILL.

6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING STRUCTURE AND UTILITIES UNTIL THE DEMOLITION IS COMPLETE.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES AND STRUCTURES.

8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND SIDEWALKS UNTIL THE DEMOLITION IS COMPLETE.

9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LANDSCAPE AND PLANTING UNTIL THE DEMOLITION IS COMPLETE.

10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIGNAGE UNTIL THE DEMOLITION IS COMPLETE.

MOUNT SINAI
COMPREHENSIVE
BEHAVIORAL
HEALTH CENTER

1000 N. MICHIGAN AVE. CHICAGO, IL 60611

LABORATORY

1. ALL LABORATORY WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO LABORATORY ACT AND ORDINANCES.

2. THE CONTRACTOR SHALL MAINTAIN ALL LABORATORY EQUIPMENT AND SUPPLIES UNTIL THE DEMOLITION IS COMPLETE.

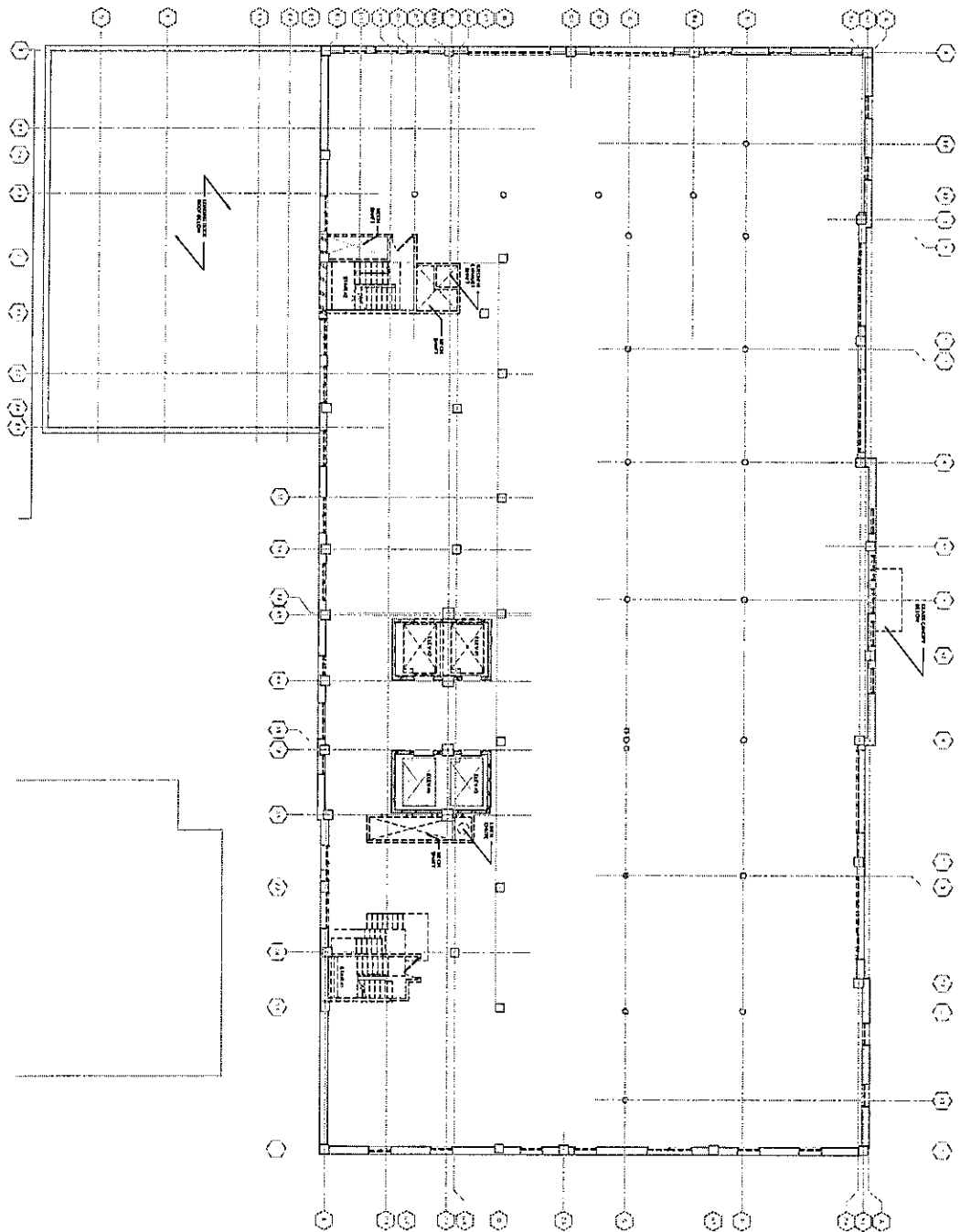
3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LABORATORY STRUCTURE UNTIL THE DEMOLITION IS COMPLETE.

4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LABORATORY UTILITIES UNTIL THE DEMOLITION IS COMPLETE.

5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LABORATORY SIGNAGE UNTIL THE DEMOLITION IS COMPLETE.

6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LABORATORY LANDSCAPE AND PLANTING UNTIL THE DEMOLITION IS COMPLETE.

HKS



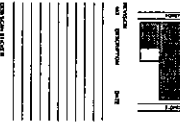
01 LEVEL 02 - DEMOLITION PLAN

DATE: 05/10/2019

DM.102.00

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2019
 DRAWING: DEMOLITION PLAN
 LEVEL: 02

REVISIONS
 NO. DATE BY REVISION
 1 05/10/2019 [Name] [Initials] ISSUED FOR PERMIT



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/10/2019

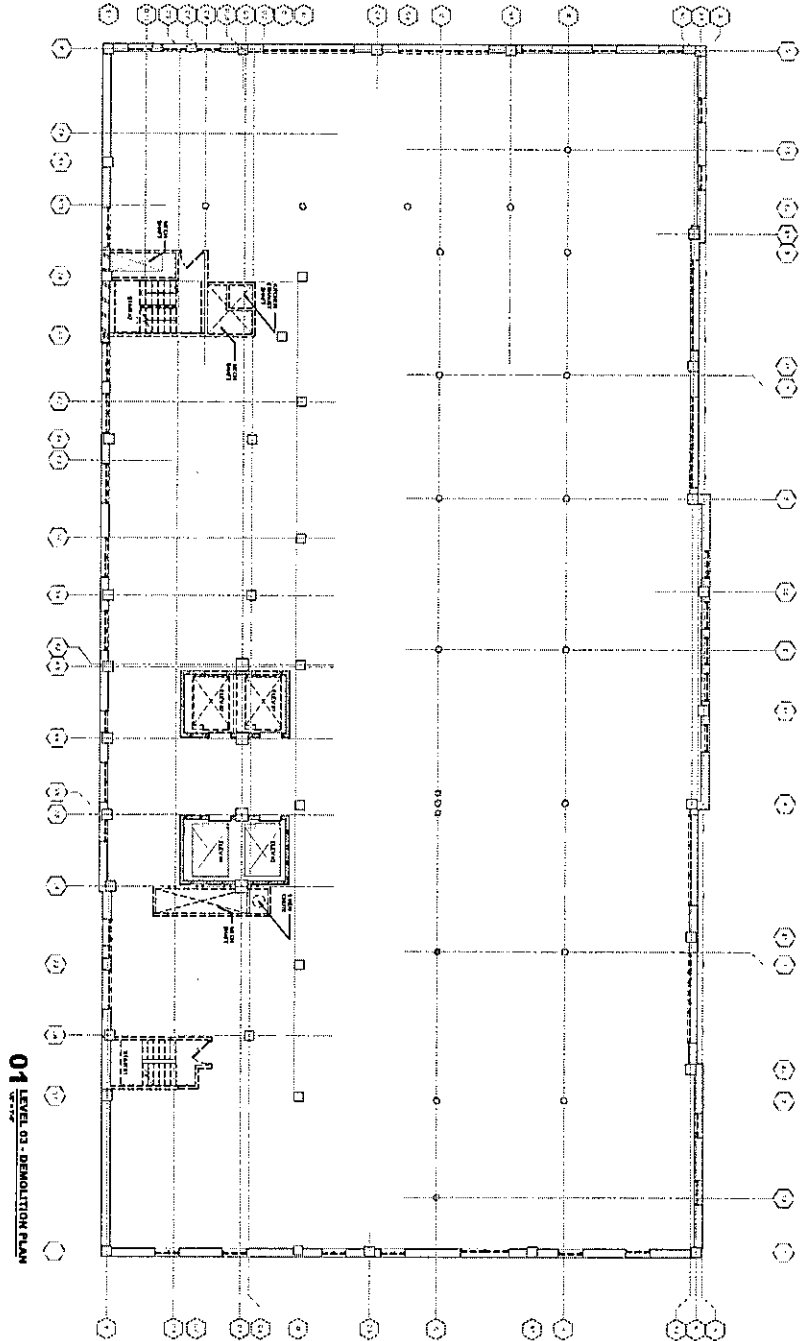
FIELD REVIEW ONLY
 THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD.

MOUNT SINAI
 MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 1000 Locust Avenue, Philadelphia, PA 19106
 TEL: 215.352.2000 FAX: 215.352.2001
 WWW.MOUNTSINAI.ORG

ARCHITECT
 HKS
 1000 Locust Avenue, Philadelphia, PA 19106
 TEL: 215.352.2000 FAX: 215.352.2001
 WWW.HKS.COM

ENGINEER
 [Firm Name]
 [Address]
 [Phone Number]

HKS
 HKS INC.
 1000 Locust Avenue, Philadelphia, PA 19106
 TEL: 215.352.2000 FAX: 215.352.2001
 WWW.HKS.COM



01 LEVEL 03 - DEMOLITION PLAN

HKS

ARCHITECT
 300 NORTH ZEEB ROAD
 SUITE 200
 FORT WORTH, TEXAS 76102
 TEL: 817.339.3333
 WWW.HKS.COM

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 LOCATION: 1275 Y STREET, NEW YORK, NY 10022
 DATE: MAY 10, 2019
 DRAWING NO: DM-103.00

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

MOUNT SINAI HEALTH SYSTEM
 516 WEST 171ST STREET
 NEW YORK, NY 10032
 TEL: 212.241.6000
 WWW.MOUNTSINAI.ORG

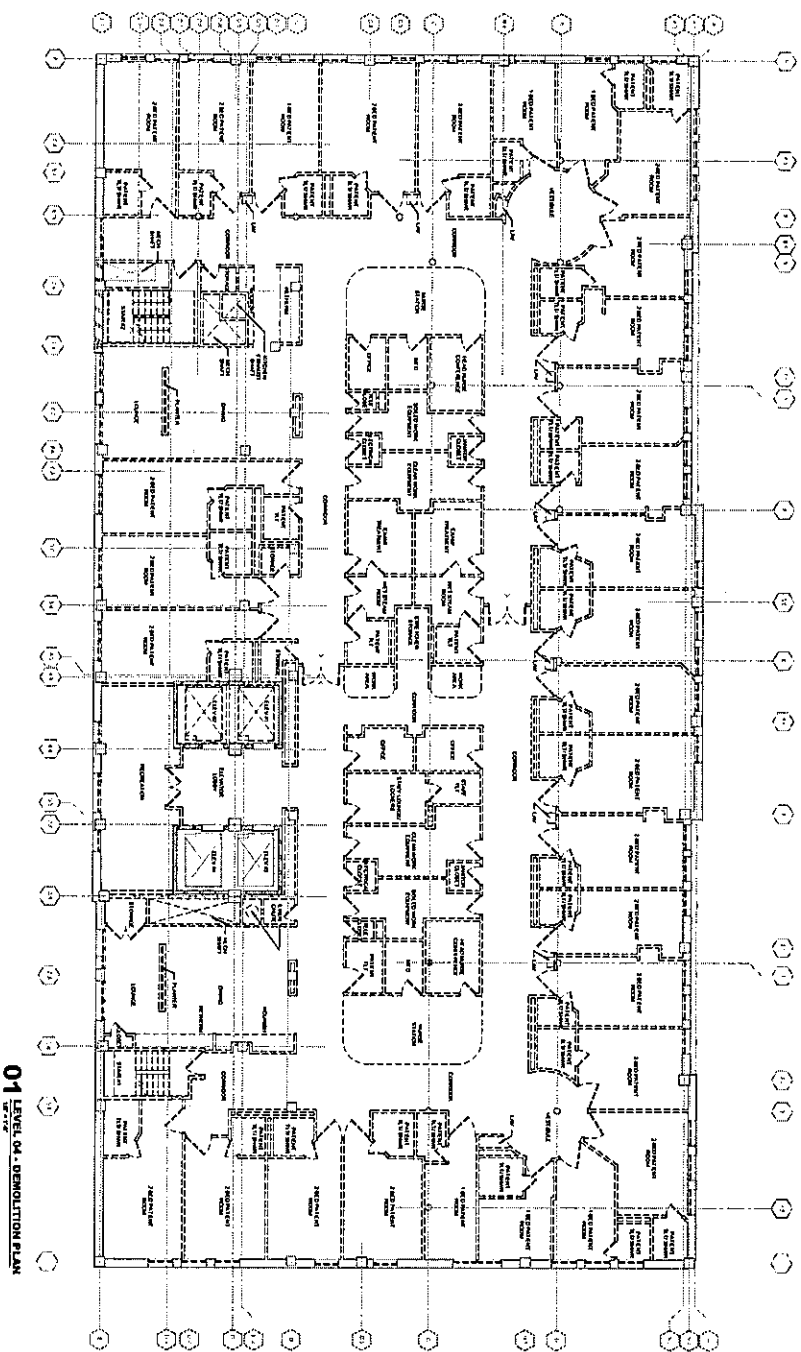
DESIGNER
 ARCHITECT
 DATE: MAY 10, 2019

PROJECT REVIEW ONLY
 THIS DRAWING IS FOR REVIEW ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY THE DESIGNER.

NO.	REVISION	DATE

DM-103.00
 DEMOLITION PLAN
 LEVEL 03

DATE: MAY 10, 2019
 DRAWING NO: DM-103.00



01 LEVEL 04 - DEMOLITION PLAN



DM.104.00

PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2018
 DRAWING TYPE: SCHEMATIC DESIGN
 LEVEL: 04 - DEMOLITION PLAN

PROJECT NUMBER: 20180508
 DATE: MAY 10, 2018
 DRAWING TYPE: SCHEMATIC DESIGN
 LEVEL: 04 - DEMOLITION PLAN

PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2018
 DRAWING TYPE: SCHEMATIC DESIGN
 LEVEL: 04 - DEMOLITION PLAN

PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2018
 DRAWING TYPE: SCHEMATIC DESIGN
 LEVEL: 04 - DEMOLITION PLAN

NO.	DESCRIPTION	DATE



SYMBOL	DESCRIPTION
(Solid line)	EXISTING WALL
(Dashed line)	DEMOLITION WALL
(Dotted line)	NEW WALL

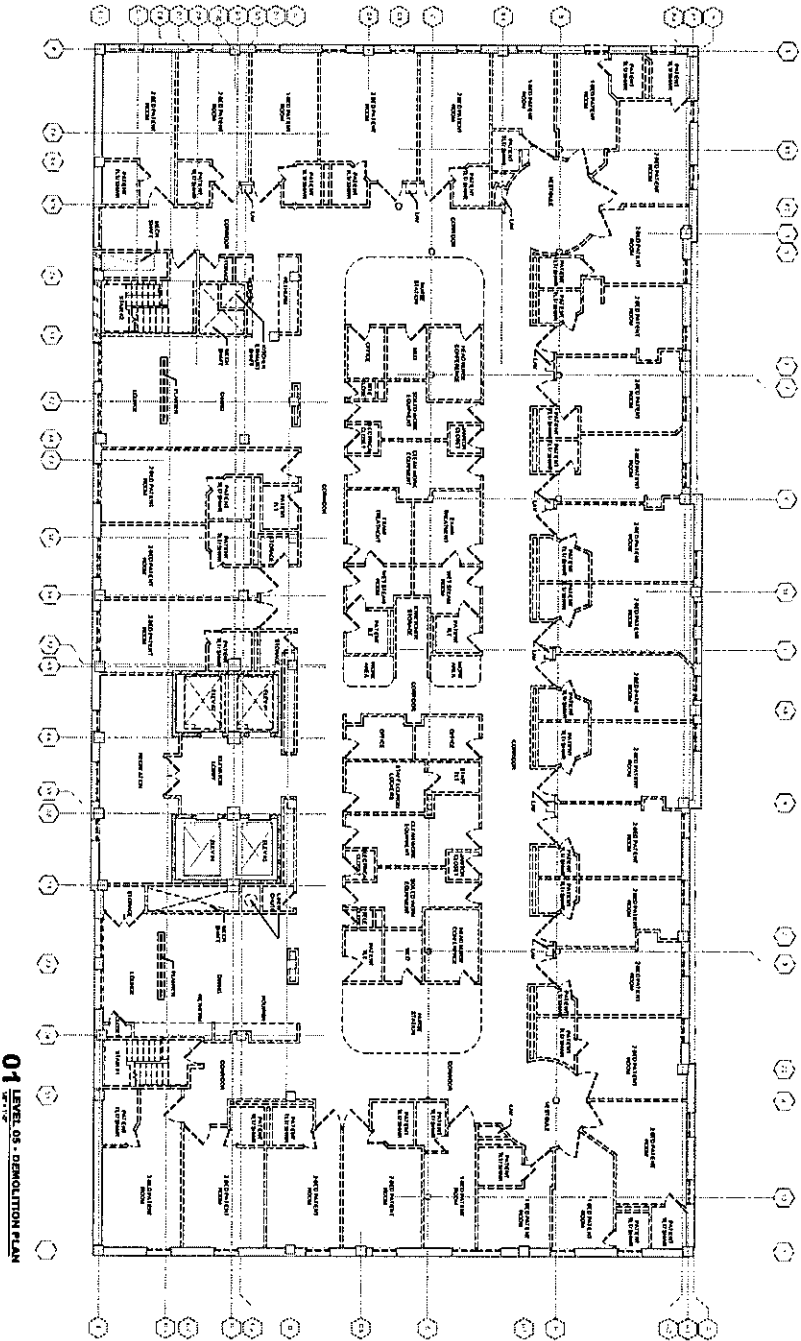
FIELD NOTES:
 1. ALL DEMOLITION AREAS TO BE REMOVED.
 2. ALL NEW WALLS TO BE CONCRETE.
 3. ALL NEW WALLS TO BE FINISHED WITH GYPSONUM BOARD.
 4. ALL NEW WALLS TO BE PAINTED WITH PEARL EXCELLENCE.
 5. ALL NEW WALLS TO BE CLEANED UP.
 6. ALL NEW WALLS TO BE MAINTAINED.
 7. ALL NEW WALLS TO BE REPAIRED.
 8. ALL NEW WALLS TO BE REPLACED.
 9. ALL NEW WALLS TO BE REFINISHED.
 10. ALL NEW WALLS TO BE REINSTALLED.
 11. ALL NEW WALLS TO BE RELOCATED.
 12. ALL NEW WALLS TO BE REORIENTED.
 13. ALL NEW WALLS TO BE RESTRUCTURED.
 14. ALL NEW WALLS TO BE RECONSTRUCTED.
 15. ALL NEW WALLS TO BE RECREATED.
 16. ALL NEW WALLS TO BE REGENERATED.
 17. ALL NEW WALLS TO BE REFORMED.
 18. ALL NEW WALLS TO BE REFINISHED.
 19. ALL NEW WALLS TO BE REINSTALLED.
 20. ALL NEW WALLS TO BE RELOCATED.



MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 1500 YORK ST. 10TH FLOOR
 NEW YORK, NY 10021

ARCHITECT:
 HKS
 1000 G ST. N.W.
 WASHINGTON, DC 20004
 TEL: 202.775.8000
 WWW.HKS.COM

PROJECT MANAGER:
 JAMES R. ...
ARCHITECT:
 HKS
DATE:
 MAY 10, 2018
PROJECT NAME:
 MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
LEVEL:
 04 - DEMOLITION PLAN



01 LEVEL 05 - DEMOLITION PLAN

HKS

ARCHITECT
 HKS INC.
 1001 EAST 17TH AVENUE, SUITE 1000
 DENVER, CO 80202
 TEL: 303.733.8000
 WWW.HKS.COM

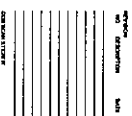
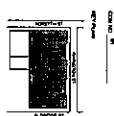
PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2018
 SCALE: AS SHOWN
 DRAWING NO.: 01 LEVEL 05 - DEMOLITION PLAN

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 1535 EAST 10TH AVENUE, SUITE 1000
 DENVER, CO 80218

Mount Sinai

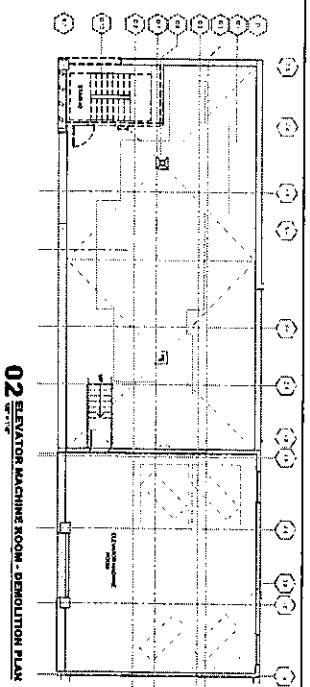
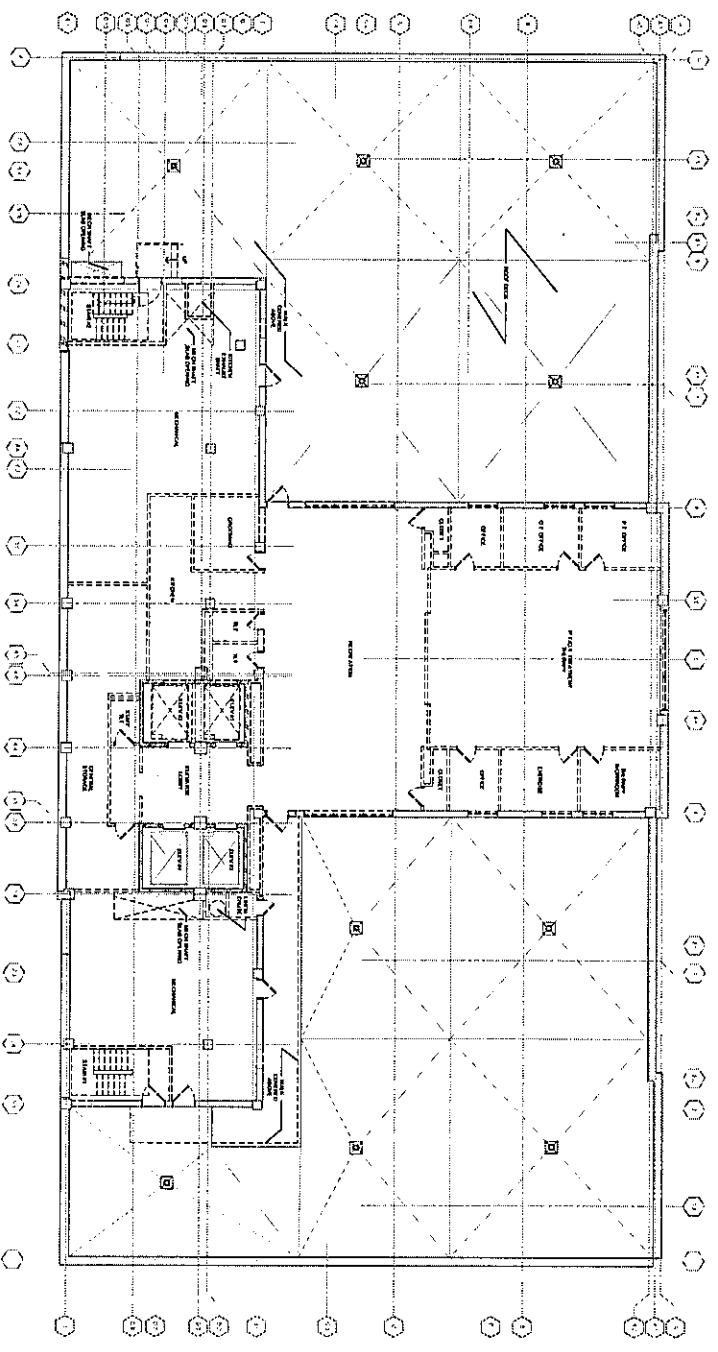
ARCHITECT: HKS INC.
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2018
 SCALE: AS SHOWN
 DRAWING NO.: 01 LEVEL 05 - DEMOLITION PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2018
 SCALE: AS SHOWN
 DRAWING NO.: 01 LEVEL 05 - DEMOLITION PLAN



01 LEVEL 05 - DEMOLITION PLAN

DATE: MAY 10, 2018
 SCALE: AS SHOWN
 DRAWING NO.: 01 LEVEL 05 - DEMOLITION PLAN



02 ELEVATOR MACHINE ROOM - DEMOLITION PLAN

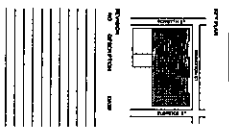
01 LEVEL 06 - DEMOLITION PLAN



DM.106.00

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2015
 DRAWING: SCHEMATIC DESIGN
 LEVEL: 06 - DEMOLITION PLAN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/10/15
2	REVISIONS	



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/10/15
2	REVISIONS	

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

ARCHITECT: HKS

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

DATE: MAY 10, 2015

DRAWING: SCHEMATIC DESIGN

LEVEL: 06 - DEMOLITION PLAN

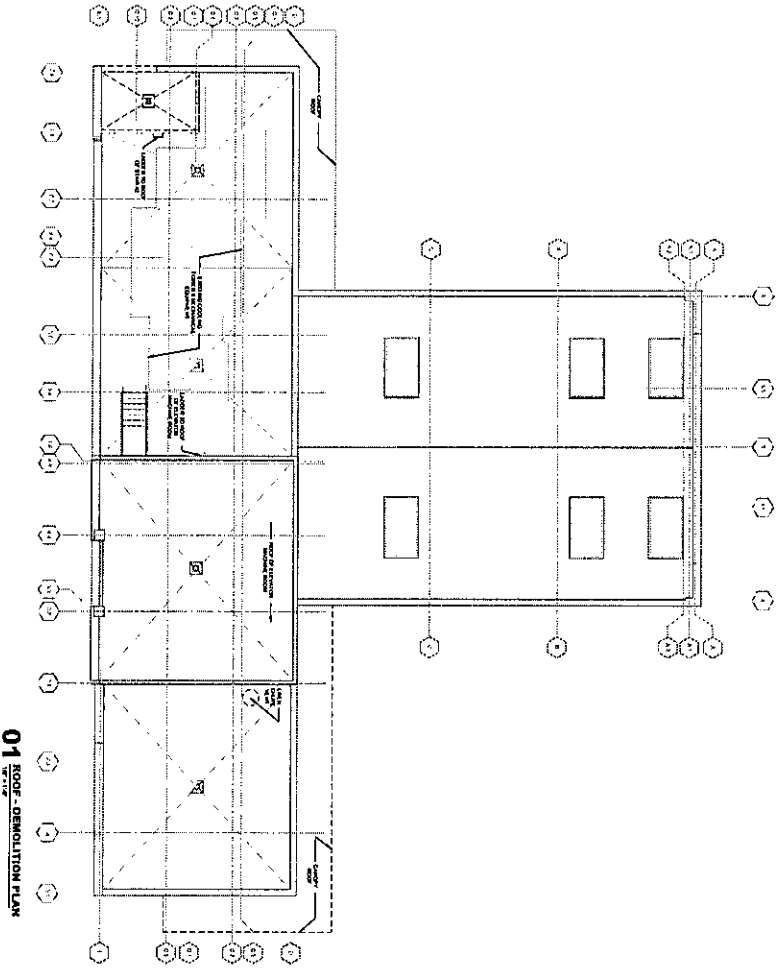
HKS

ARCHITECT

1000 RAVENSWOOD AVENUE, SUITE 1000
 HOUSTON, TEXAS 77002

PH: 713.865.3000
 WWW.HKS.COM

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: MAY 10, 2015
 DRAWING: SCHEMATIC DESIGN
 LEVEL: 06 - DEMOLITION PLAN



01 ROOF - DEMOLITION PLAN



ARCHITECT
 300 N. LA SALLE AVENUE
 SUITE 2000
 CHICAGO, IL 60610
 TEL: 312.427.1000
 WWW.HKS.COM

LABORATORY
 ARCHITECTURE
 100 N. LA SALLE AVENUE
 SUITE 2000
 CHICAGO, IL 60610
 TEL: 312.427.1000
 WWW.LABORATORYARCHITECTURE.COM

FT. LAUDERDALE SECURITY
 100 N. LA SALLE AVENUE
 SUITE 2000
 CHICAGO, IL 60610
 TEL: 312.427.1000
 WWW.FORTLAUDERDALESECURITY.COM

VERTICAL TRANSPARENT
 100 N. LA SALLE AVENUE
 SUITE 2000
 CHICAGO, IL 60610
 TEL: 312.427.1000
 WWW.VERTICALTRANSPARENT.COM

MOUNT SINAI HEALTH SYSTEM
 100 N. LA SALLE AVENUE
 SUITE 2000
 CHICAGO, IL 60610
 TEL: 312.427.1000
 WWW.MOUNTSINAI.ORG

ARCHITECTURAL ENGINEERING
 100 N. LA SALLE AVENUE
 SUITE 2000
 CHICAGO, IL 60610
 TEL: 312.427.1000
 WWW.AE.MOUNTSINAI.ORG

MECHANICAL ENGINEERING
 100 N. LA SALLE AVENUE
 SUITE 2000
 CHICAGO, IL 60610
 TEL: 312.427.1000
 WWW.ME.MOUNTSINAI.ORG

PLUMBING ENGINEERING
 100 N. LA SALLE AVENUE
 SUITE 2000
 CHICAGO, IL 60610
 TEL: 312.427.1000
 WWW.PE.MOUNTSINAI.ORG

PROJECT NUMBER: 10000000000000000000
 DATE: MAY 10, 2019
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 SHEET: ROOF - DEMOLITION PLAN
 SCALE: AS SHOWN

DM.107.00

ARCHITECT
 MOUNT SINAI HEALTH SYSTEM
 2700 UNIVERSITY AVENUE
 NEW YORK, NY 10027
 TEL: 212.241.6000
 WWW.MOUNTSINAI.ORG

ARCHITECT
 HKS INC.
 100 CALVERT STREET, SUITE 200
 BALTIMORE, MD 21202
 TEL: 410.528.2000
 WWW.HKS.COM

**MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER**

MOUNT SINAI HEALTH SYSTEM
 2700 UNIVERSITY AVENUE
 NEW YORK, NY 10027
 TEL: 212.241.6000
 WWW.MOUNTSINAI.ORG

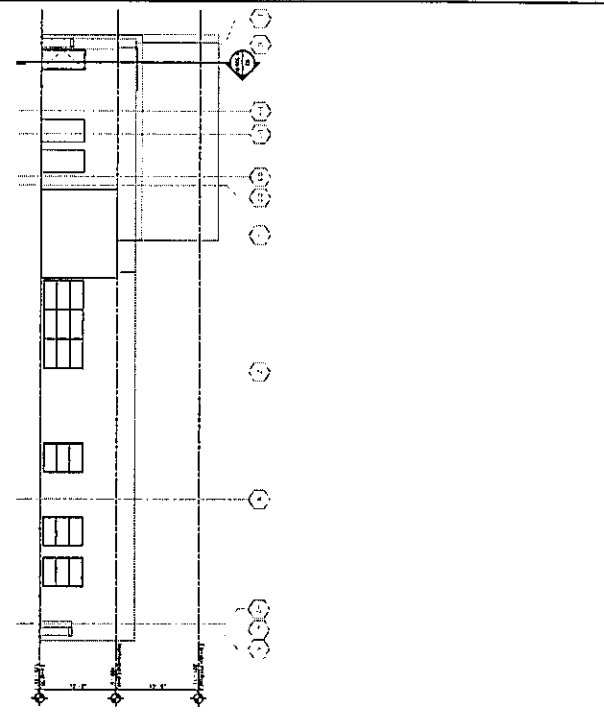
DESIGN TEAM
 ARCHITECT: HKS INC.
 INTERIOR ARCHITECT: HKS INC.
 MECHANICAL/ELECTRICAL/PLUMBING (M/E/P): PERKINS+WILL
 STRUCTURAL: PERKINS+WILL
 CIVIL: PERKINS+WILL
 LANDSCAPE ARCHITECTURE: PERKINS+WILL
 HISTORIC PRESERVATION: PERKINS+WILL

DATE
 228831.000
 MAY 16, 2019
 SDC1.9 SCHEMATIC DESIGN
 EXTERIOR ELEVATIONS

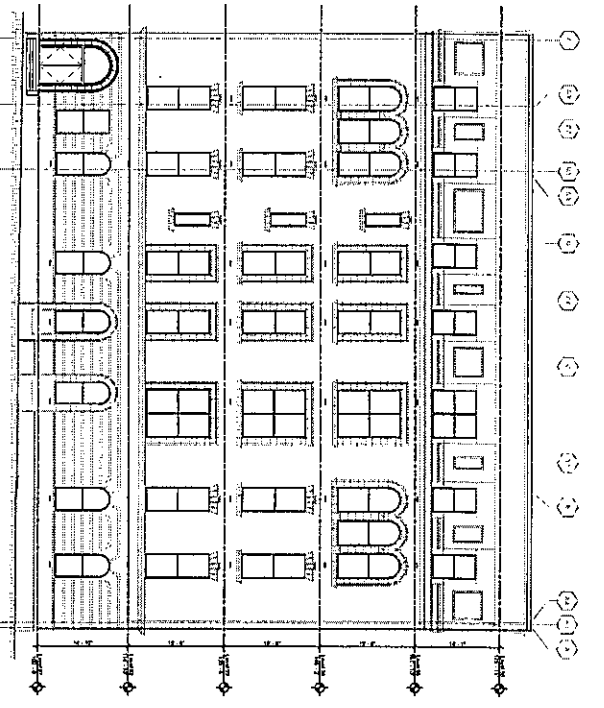
SCALE
 1/8" = 1'-0"

PROJECT NO.
 228831.000

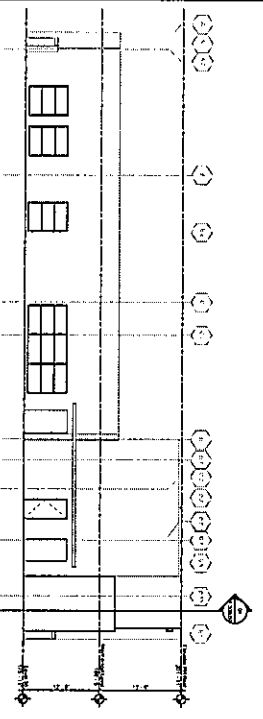
PRICE
 A.200.00



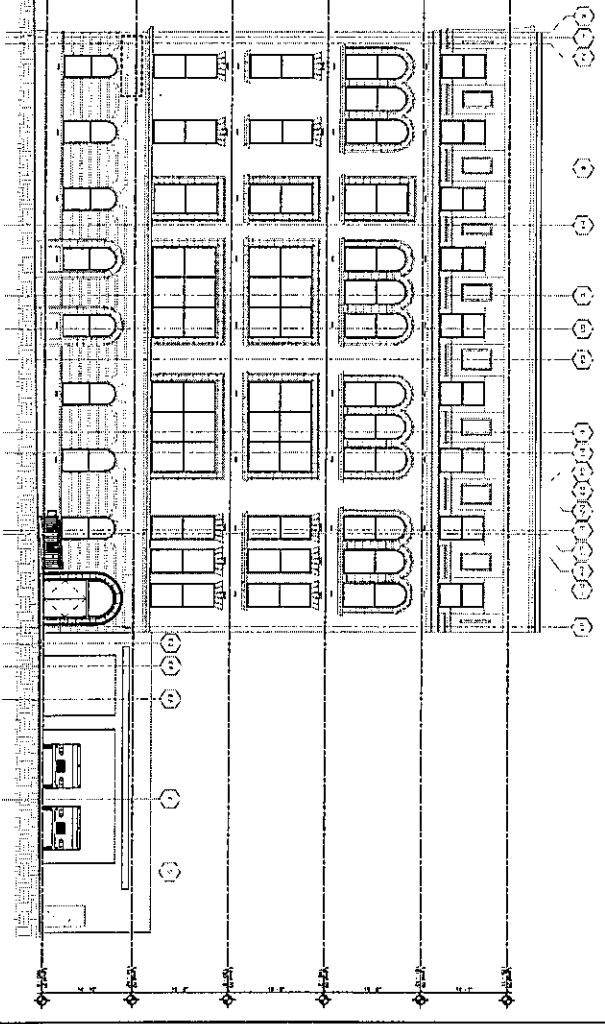
05 EAST ELEVATION - ROOF



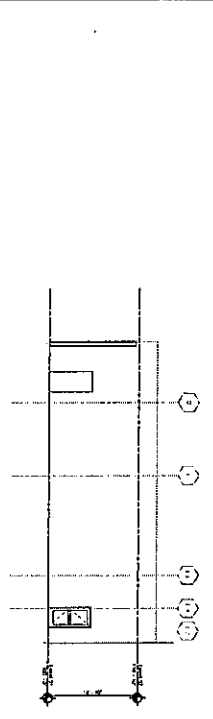
02 EAST ELEVATION



04 WEST ELEVATION - ROOF



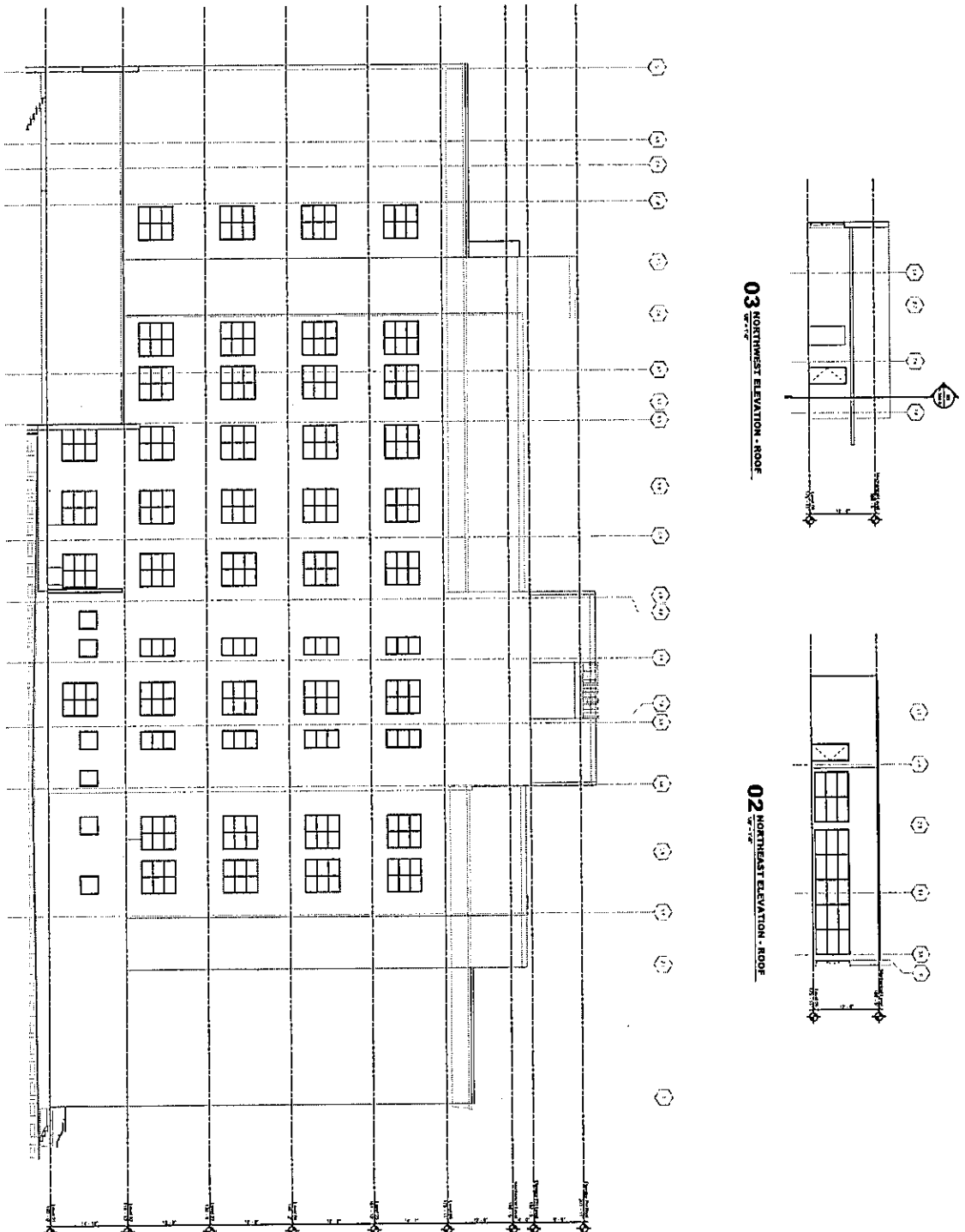
01 WEST ELEVATION



03 EXTERIOR COURTYARD ELEVATION

PLATE

PROJECT NO. 228831.000



04 SOUTH ELEVATION

03 NORTHWEST ELEVATION - ROOF

02 NORTHWEST ELEVATION - ROOF

PROJECT INFORMATION

PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

PROJECT ADDRESS: 1575 CLAYTON AVENUE, NEW YORK, NY 10029

ARCHITECT: HKS INC., 100 CALIFORNIA STREET, SUITE 2000, SAN FRANCISCO, CA 94111

DATE: MAY 10, 2018

SCALE: AS SHOWN

DESIGNER: HKS INC.

PROJECT NO.: A.201.00

HKS

ARCHITECTURE

INTERIOR DESIGN

EXTERIOR DESIGN

ENVIRONMENTAL DESIGN

CONSTRUCTION ADMINISTRATION

PROGRAM MANAGEMENT

OPERATIONS & MAINTENANCE

RESEARCH & ANALYTICS

STRATEGIC PLANNING

URBAN DESIGN

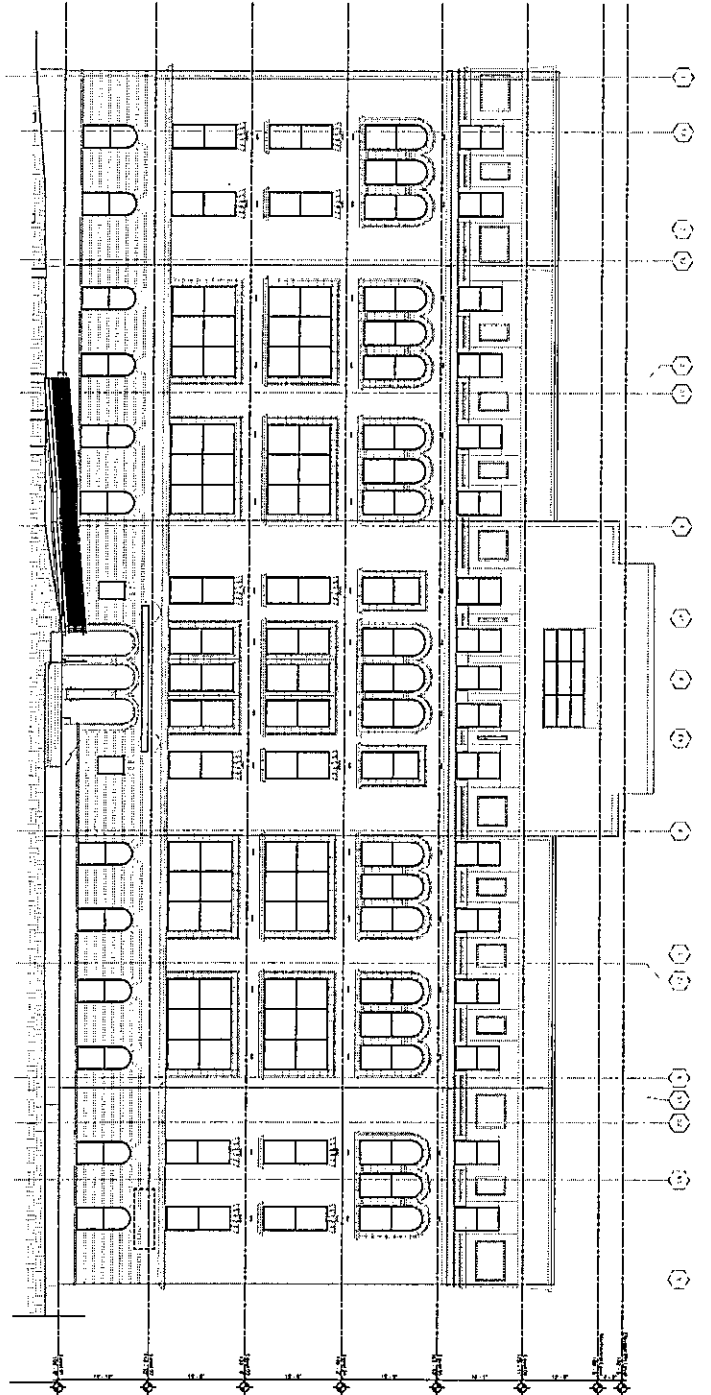
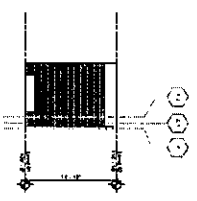
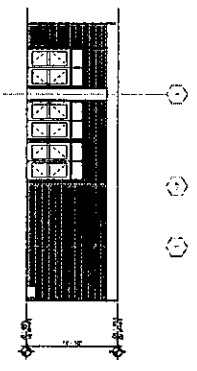
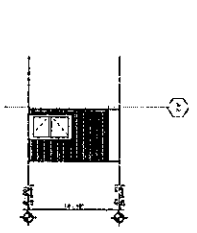
WORKSPACE DESIGN

REVISIONS

NO.	DATE	DESCRIPTION

NOTES

1. REFER TO ALL OTHER SHEETS FOR COMPLETE INFORMATION.
2. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
3. FINISHES ARE AS NOTED OR AS SHOWN ON FINISH SCHEDULE.
4. MATERIALS AND METHODS OF CONSTRUCTION ARE AS NOTED OR AS SHOWN ON MATERIAL SCHEDULE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS APPLICABLE TO THE PROJECT.
6. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES AND SERVICES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ACCESS AND EGRESS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SIGNAGE AND MARKING.



01 NORTH ELEVATION

**MOUNT SINAI
COMPREHENSIVE
BEHAVIORAL
HEALTH CENTER**



HEALTH SERVICES ONLY
MOUNT SINAI HEALTH SERVICES
1000 PENTACON AVE
SUITE 2000
DALLAS, TX 75201
PH: 214.760.0000
WWW.HKS.COM

MECHANICAL
1000 PENTACON AVE
SUITE 2000
DALLAS, TX 75201
PH: 214.760.0000
WWW.HKS.COM

PLUMBING
1000 PENTACON AVE
SUITE 2000
DALLAS, TX 75201
PH: 214.760.0000
WWW.HKS.COM

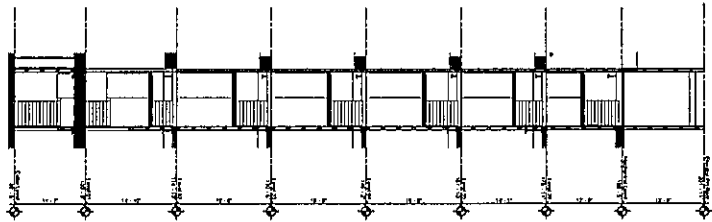
ELECTRICAL
1000 PENTACON AVE
SUITE 2000
DALLAS, TX 75201
PH: 214.760.0000
WWW.HKS.COM

CONSTRUCTION
1000 PENTACON AVE
SUITE 2000
DALLAS, TX 75201
PH: 214.760.0000
WWW.HKS.COM

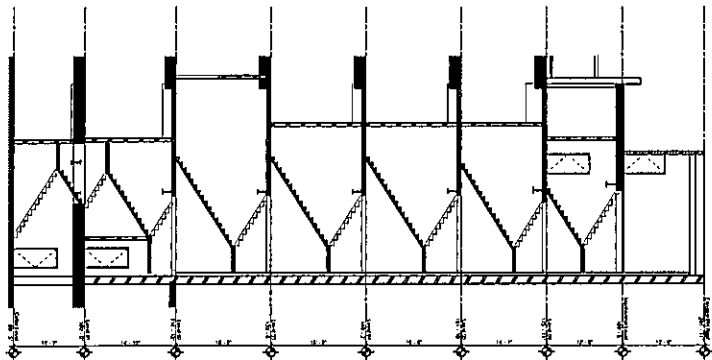
GENERAL CONTRACTOR
1000 PENTACON AVE
SUITE 2000
DALLAS, TX 75201
PH: 214.760.0000
WWW.HKS.COM

DATE: MAY 10, 2019
PROJECT NO: 22853.000
SHEET NO: 03-G-1.0 SCHEMATIC DESIGN
VERTICAL TRANSPORTATION

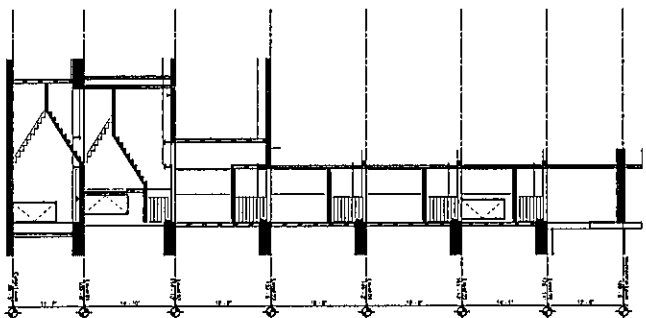
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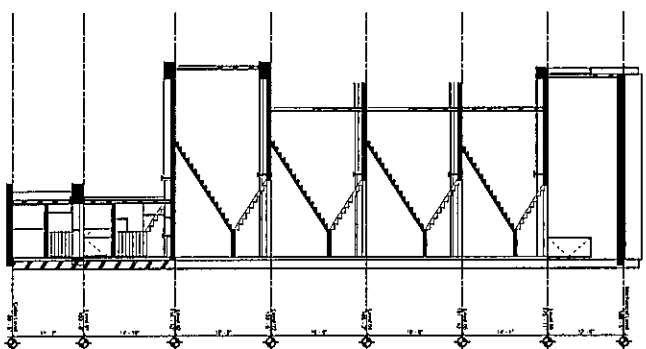
04 STAIR 2 SECTION 2



03 STAIR 2 SECTION 1



02 STAIR 1 SECTION 2



01 STAIR 1 SECTION 1

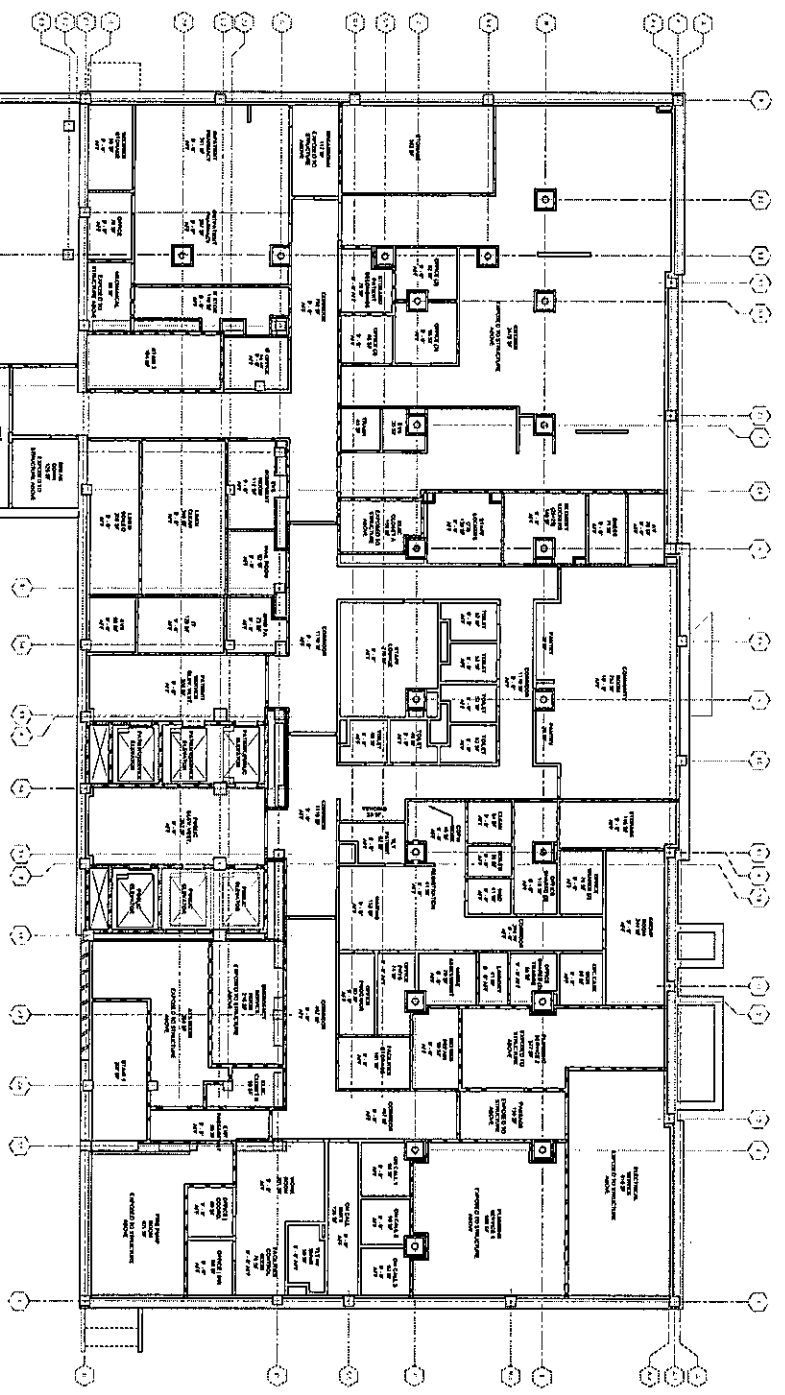
DATE: MAY 10, 2019

CLEARANCE LEGEND

[Symbol]	0'-0" CLEARANCE
[Symbol]	0'-6" CLEARANCE
[Symbol]	0'-8" CLEARANCE
[Symbol]	0'-10" CLEARANCE
[Symbol]	0'-12" CLEARANCE
[Symbol]	6'-0" CLEARANCE
[Symbol]	6'-6" CLEARANCE
[Symbol]	6'-8" CLEARANCE
[Symbol]	6'-10" CLEARANCE
[Symbol]	6'-12" CLEARANCE

CLEARANCE NOTES - REFLECTED CEILING PLAN

- ALL CLEARANCES SHALL BE MEASURED TO THE HIGHEST OBSTRUCTION UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL CLEARANCES SHALL BE MEASURED TO THE CENTER OF GRAVITY UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL CLEARANCES SHALL BE MEASURED TO THE FINISHED FLOOR UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL CLEARANCES SHALL BE MEASURED TO THE CENTER OF GRAVITY UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL CLEARANCES SHALL BE MEASURED TO THE FINISHED FLOOR UNLESS SPECIFICALLY NOTED OTHERWISE.



01 CELLAR LEVEL - REFLECTED CEILING PLAN



Mount Sinai

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

ARCHITECT: **HKS**

22185 L. DUBOIS AVE., SUITE 3000, ANN ARBOR, MI 48106

PROJECT: **MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER - CELLAR LEVEL**

DATE: **MAY 10, 2019**

NO. **23185.000**

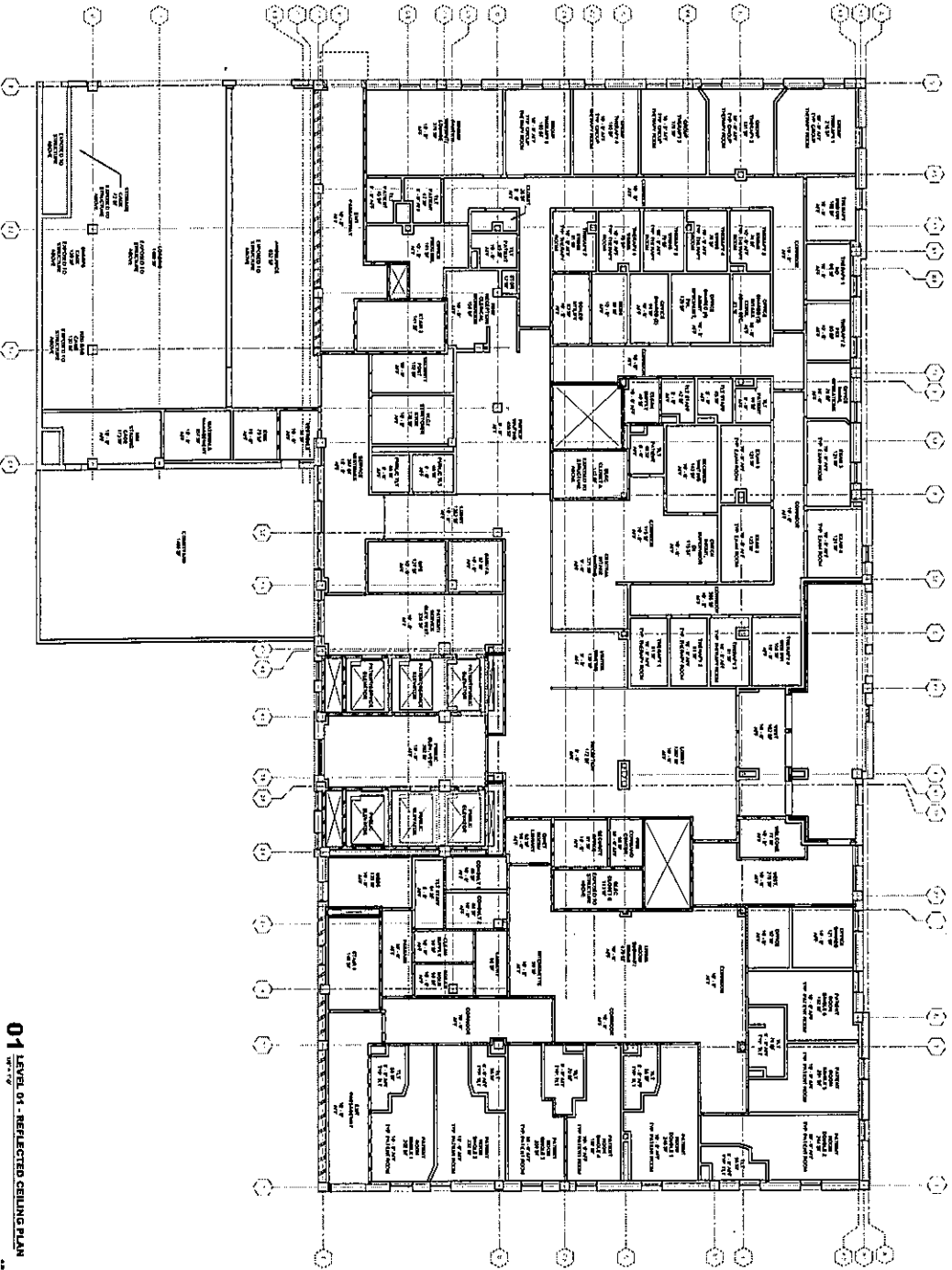
SCALE: **AS SHOWN**

CELLAR LEVEL - REFLECTED CEILING PLAN

A.400.00

177 LOMB UNIVERSITY AVENUE
ANN ARBOR, MI 48106
734.763.1234
www.mountsinai.org

CELLAR LEVEL - REFLECTED CEILING PLAN



01 LEVEL 01 - REFLECTED CEILING PLAN
 DATE: 10/10/19

CEILING SYMBOL LEGEND

	OFFICE CEILING		RECEPTION CEILING
	CONFERENCE CEILING		CORRIDOR CEILING
	WAITING AREA CEILING		STORAGE CEILING
	MEETING ROOM CEILING		MECHANICAL ROOM CEILING
	LABORATORY CEILING		ELECTRICAL ROOM CEILING
	STORAGE ROOM CEILING		TELEPHONE ROOM CEILING
	RECEPTION AREA CEILING		SECURITY ROOM CEILING
	WAITING ROOM CEILING		JANETRY CEILING
	CONFERENCE ROOM CEILING		STORAGE ROOM CEILING
	MEETING ROOM CEILING		MECHANICAL ROOM CEILING
	LABORATORY CEILING		ELECTRICAL ROOM CEILING
	STORAGE ROOM CEILING		TELEPHONE ROOM CEILING
	RECEPTION AREA CEILING		SECURITY ROOM CEILING
	WAITING ROOM CEILING		JANETRY CEILING

GENERAL NOTES - REFLECTED CEILING PLAN

- ALL CEILING PANELS SHALL BE 2' X 2' SQUARE.
- ALL CEILING PANELS SHALL BE 1/2" THICK.
- ALL CEILING PANELS SHALL BE 1/2" THICK.
- ALL CEILING PANELS SHALL BE 1/2" THICK.

A.401.00

DATE: 10/10/19
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

ARCHITECT
 HKS

GENERAL CONTRACTOR
 [Name]

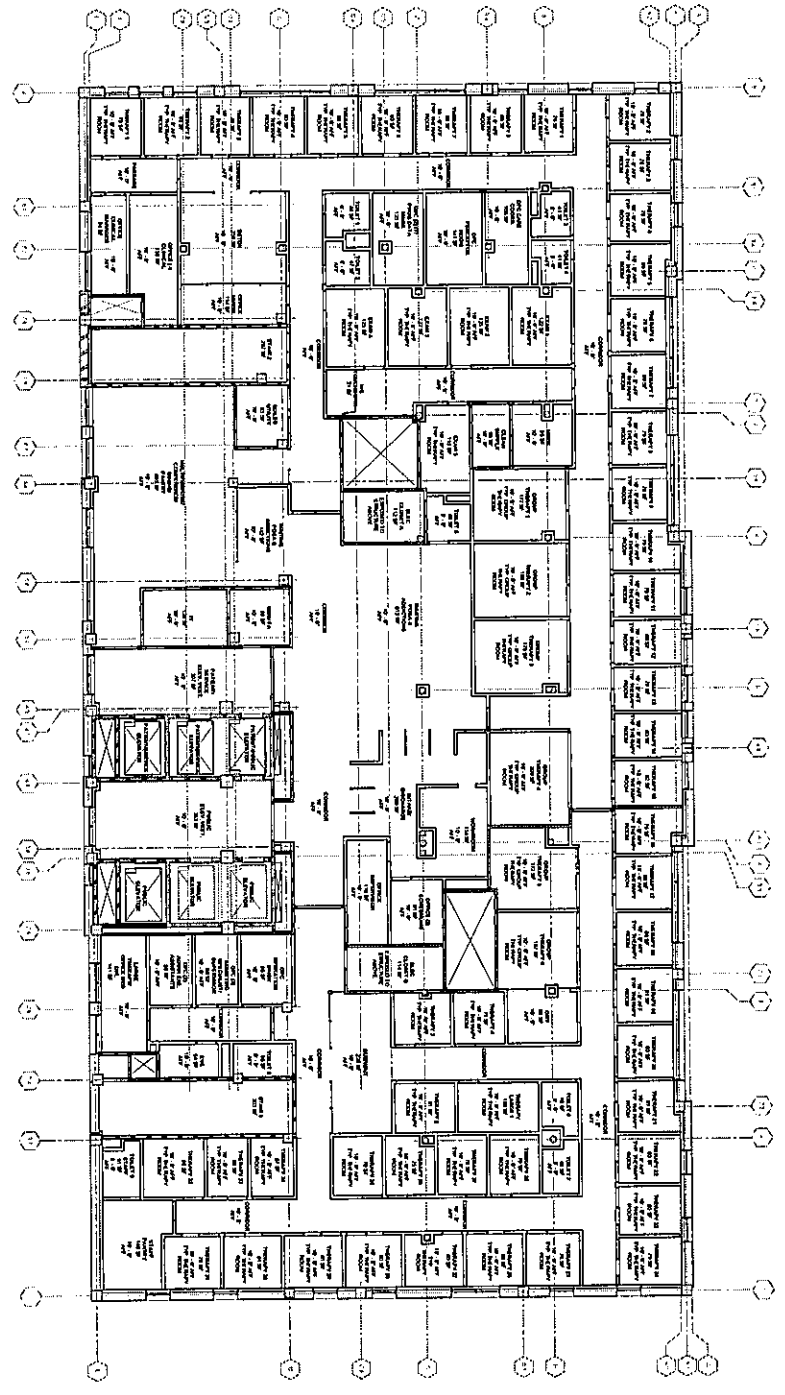
MECHANICAL CONTRACTOR
 [Name]

ELECTRICAL CONTRACTOR
 [Name]

PLUMBING CONTRACTOR
 [Name]

PAINT CONTRACTOR
 [Name]

DATE: 10/10/19



CEILING SYMBOLS LEGEND

	2' x 2' Acoustic Tile
	2' x 2' Acoustic Tile with Grid
	2' x 2' Acoustic Tile with Grid and Light
	2' x 2' Acoustic Tile with Grid and Light and Sound Absorption
	2' x 2' Acoustic Tile with Grid and Light and Sound Absorption and Fire Rating
	2' x 2' Acoustic Tile with Grid and Light and Sound Absorption and Fire Rating and Smoke Rating
	2' x 2' Acoustic Tile with Grid and Light and Sound Absorption and Fire Rating and Smoke Rating and Sound Absorption
	2' x 2' Acoustic Tile with Grid and Light and Sound Absorption and Fire Rating and Smoke Rating and Sound Absorption and Sound Absorption

GENERAL NOTES - REFLECTED CEILING PLAN

1. THIS PLAN SHALL BE IN ACCORD WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE INTERNATIONAL BUILDING CODE (IBC) 103.10.1.1.
2. THE CEILING SHALL BE INSTALLED IN ACCORD WITH THE REQUIREMENTS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101, LIFE SAFETY CODE, AND THE INTERNATIONAL BUILDING CODE (IBC) 103.10.1.1.

01 LEVEL 02 - REFLECTED CEILING PLAN

PROJECT: 22863.000
 DATE: MAY 10, 2018
 DRAWING NO: 01
 SHEET NO: A.402.00

REVISIONS

NO.	DESCRIPTION	DATE

NOTES

1. REFER TO SHEET 01 FOR GENERAL NOTES.
2. REFER TO SHEET 02 FOR GENERAL NOTES.

GENERAL NOTES

1. REFER TO SHEET 01 FOR GENERAL NOTES.
2. REFER TO SHEET 02 FOR GENERAL NOTES.

PROJECT INFORMATION

PROJECT: 22863.000
 DATE: MAY 10, 2018
 DRAWING NO: 01
 SHEET NO: A.402.00

PROJECT INFORMATION

PROJECT: 22863.000
 DATE: MAY 10, 2018
 DRAWING NO: 01
 SHEET NO: A.402.00

PROJECT INFORMATION

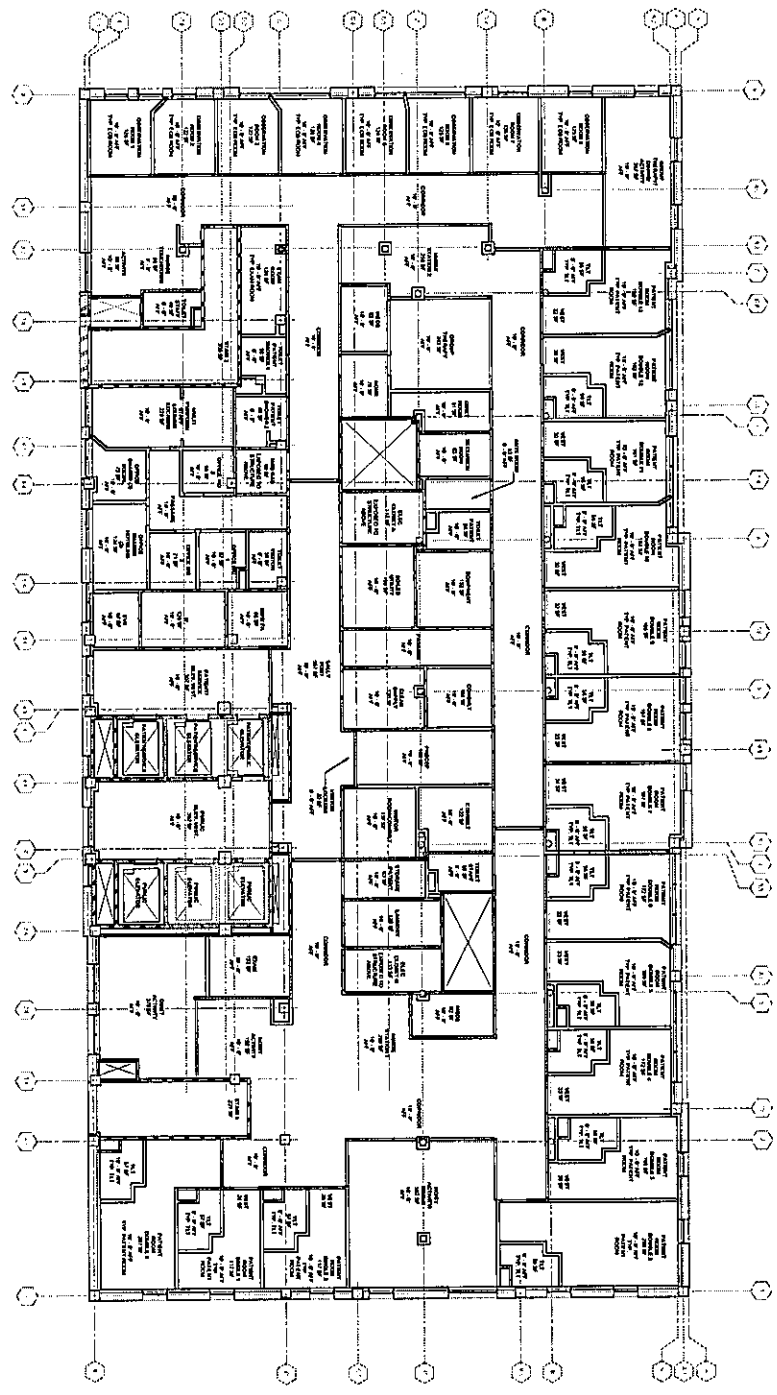
PROJECT: 22863.000
 DATE: MAY 10, 2018
 DRAWING NO: 01
 SHEET NO: A.402.00

PROJECT INFORMATION

PROJECT: 22863.000
 DATE: MAY 10, 2018
 DRAWING NO: 01
 SHEET NO: A.402.00

PROJECT INFORMATION

PROJECT: 22863.000
 DATE: MAY 10, 2018
 DRAWING NO: 01
 SHEET NO: A.402.00



CEILING SYMBOLS LEGEND

	2' x 2' Acoustic Tile
	2' x 2' Acoustic Tile with Grid
	2' x 2' Acoustic Tile with Grid and LED
	2' x 2' Acoustic Tile with Grid and LED and Fire Alarm
	2' x 2' Acoustic Tile with Grid and LED and Fire Alarm and Smoke Detector
	2' x 2' Acoustic Tile with Grid and LED and Fire Alarm and Smoke Detector and Sprinkler
	2' x 2' Acoustic Tile with Grid and LED and Fire Alarm and Smoke Detector and Sprinkler and Camera
	2' x 2' Acoustic Tile with Grid and LED and Fire Alarm and Smoke Detector and Sprinkler and Camera and Access Panel
	2' x 2' Acoustic Tile with Grid and LED and Fire Alarm and Smoke Detector and Sprinkler and Camera and Access Panel and Fire Alarm Pull Station
	2' x 2' Acoustic Tile with Grid and LED and Fire Alarm and Smoke Detector and Sprinkler and Camera and Access Panel and Fire Alarm Pull Station and Smoke Detector
	2' x 2' Acoustic Tile with Grid and LED and Fire Alarm and Smoke Detector and Sprinkler and Camera and Access Panel and Fire Alarm Pull Station and Smoke Detector and Fire Alarm Control Panel

GENERAL NOTES - REFLECTED CEILING PLAN

1. ALL ROOMS ARE TO BE EQUIPPED WITH A 2' x 2' ACoustic TILE WITH GRID AND LED LIGHTING.
2. ALL ROOMS ARE TO BE EQUIPPED WITH A 2' x 2' ACoustic TILE WITH GRID AND LED LIGHTING AND FIRE ALARM PULL STATION.
3. ALL ROOMS ARE TO BE EQUIPPED WITH A 2' x 2' ACoustic TILE WITH GRID AND LED LIGHTING AND FIRE ALARM PULL STATION AND SMOKE DETECTOR.
4. ALL ROOMS ARE TO BE EQUIPPED WITH A 2' x 2' ACoustic TILE WITH GRID AND LED LIGHTING AND FIRE ALARM PULL STATION AND SMOKE DETECTOR AND FIRE ALARM CONTROL PANEL.

01 LEVEL 03 - REFLECTED CEILING PLAN



A.403.00
 REFLECTED CEILING PLAN
 PROJECT NO. 22883.000
 DATE: MAY 19, 2019
 DESIGN SUBMISSION
 LEVEL 03 - REFLECTED CEILING PLAN

CONTRACTOR
 MOUNT SINAI HEALTH SYSTEM
 535 N. LAUREL ST. 10TH FLOOR
 CHICAGO, IL 60610
 TEL: 312.462.4000
 FAX: 312.462.4001
 WWW.MOUNTSINAI.ORG

ARCHITECT
 HKS
 1000 PENTACON CENTER
 SUITE 1000
 CHICAGO, IL 60611
 TEL: 312.462.4000
 FAX: 312.462.4001
 WWW.HKS.COM

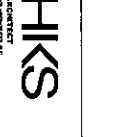
ENGINEER
 MOUNT SINAI HEALTH SYSTEM
 535 N. LAUREL ST. 10TH FLOOR
 CHICAGO, IL 60610
 TEL: 312.462.4000
 FAX: 312.462.4001
 WWW.MOUNTSINAI.ORG

GENERAL NOTES
 1. ALL ROOMS ARE TO BE EQUIPPED WITH A 2' x 2' ACoustic TILE WITH GRID AND LED LIGHTING.

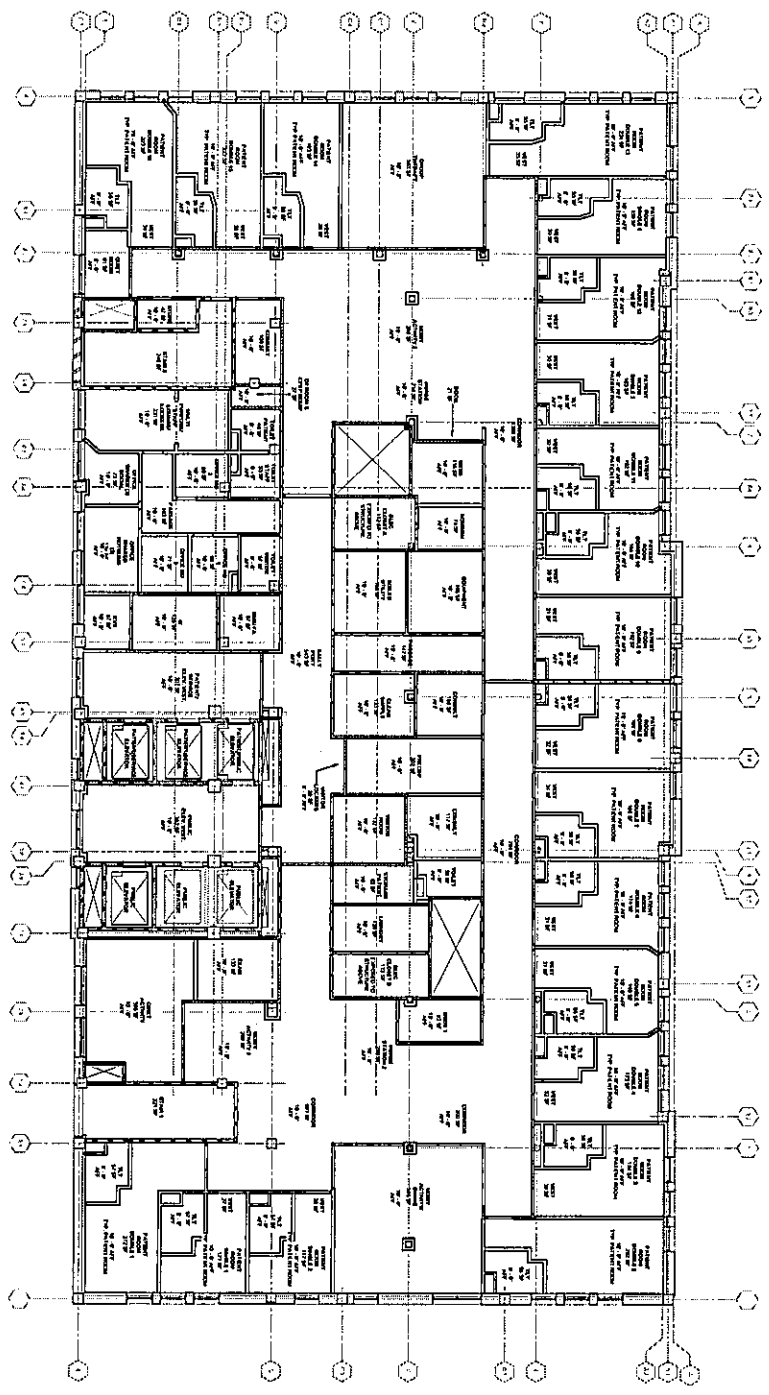
MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 535 N. LAUREL ST. 10TH FLOOR
 CHICAGO, IL 60610
 TEL: 312.462.4000
 FAX: 312.462.4001
 WWW.MOUNTSINAI.ORG

GENERAL NOTES
 1. ALL ROOMS ARE TO BE EQUIPPED WITH A 2' x 2' ACoustic TILE WITH GRID AND LED LIGHTING.

GENERAL NOTES
 1. ALL ROOMS ARE TO BE EQUIPPED WITH A 2' x 2' ACoustic TILE WITH GRID AND LED LIGHTING.



PLANNED
 15501514.DWG 10.04.2019 11:30:00



CILING SYMBOLS LEGEND

[Symbol]	GRAB BAR	[Symbol]	TRUNCATED RIB CONVEYOR
[Symbol]	WALL BRACKET	[Symbol]	TRUNCATED RIB CONVEYOR (UNDER 18\"/>

01 LEVEL 04 - REFLECTED CEILING PLAN

GENERAL NOTES - REFLECTED CEILING PLAN

1. REFER TO THE RELEVANT ELEVATION AND SECTION DRAWINGS FOR CEILING FINISHES AND MATERIALS.
2. REFER TO THE RELEVANT ELEVATION AND SECTION DRAWINGS FOR CEILING HEIGHTS.

PROJECT NUMBER: 229663.000
 DATE: MAY 10, 2019
 DRAWING TITLE: 04.01.01 SCHEMATIC DESIGN SUBMISSION
 LEVEL: 04 - REFLECTED CEILING PLAN

PROJECT NUMBER: 229663.000
 DATE: MAY 10, 2019
 DRAWING TITLE: 04.01.01 SCHEMATIC DESIGN SUBMISSION
 LEVEL: 04 - REFLECTED CEILING PLAN

PROJECT NUMBER: 229663.000
 DATE: MAY 10, 2019
 DRAWING TITLE: 04.01.01 SCHEMATIC DESIGN SUBMISSION
 LEVEL: 04 - REFLECTED CEILING PLAN

PROJECT NUMBER: 229663.000
 DATE: MAY 10, 2019
 DRAWING TITLE: 04.01.01 SCHEMATIC DESIGN SUBMISSION
 LEVEL: 04 - REFLECTED CEILING PLAN

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 1550 BROADWAY, NEW YORK, NY 10030

ARCHITECT: HKS
 PROJECT ARCHITECT: JOHN J. HANSEN, AIA
 PROJECT MANAGER: JEFFREY J. HANSEN, AIA
 ARCHITECTURAL INTERIM: JEFFREY J. HANSEN, AIA
 1550 BROADWAY, NEW YORK, NY 10030
 TEL: 212.326.7000
 WWW.HKS.COM

HKS

1550 BROADWAY, NEW YORK, NY 10030
 TEL: 212.326.7000
 WWW.HKS.COM

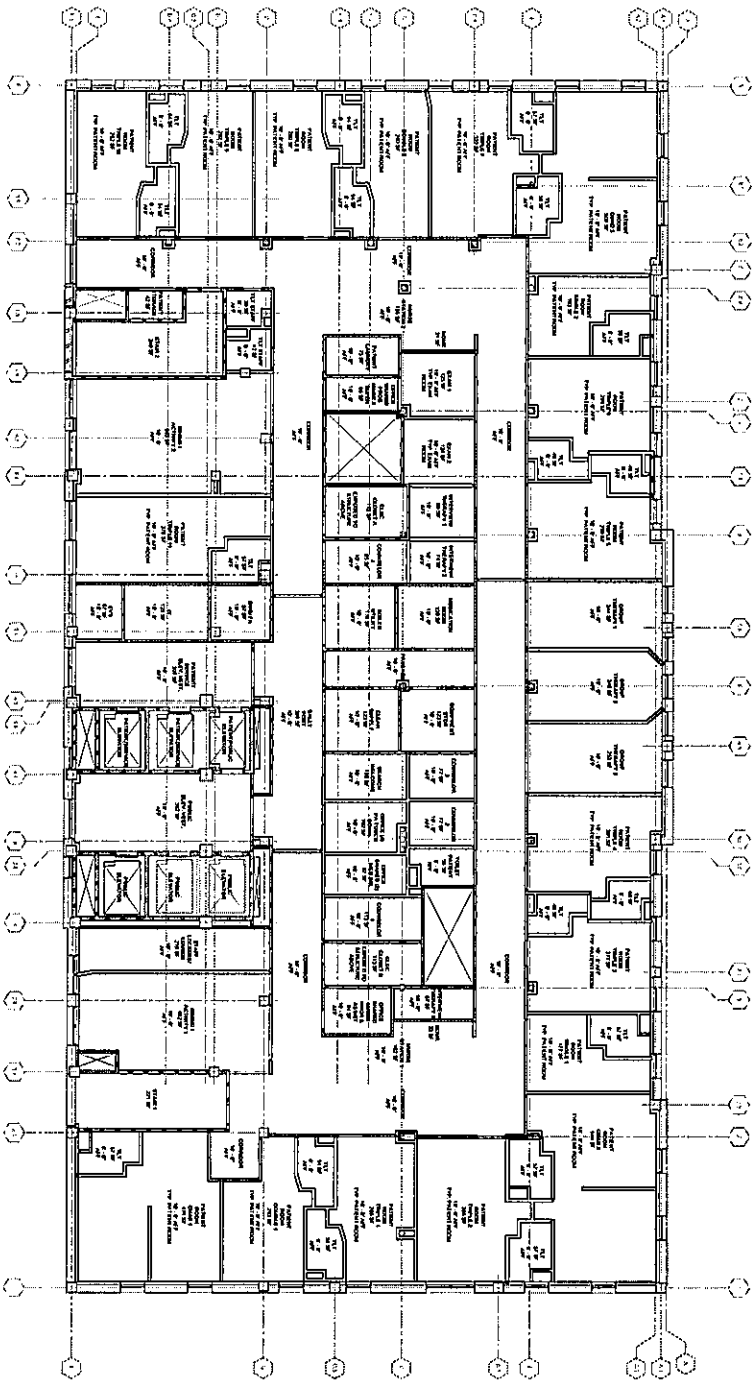
DATE: MAY 10, 2019

□	CEILING
⊗	REFLECTED
⊛	REFLECTED WITH ACCESS
⊜	REFLECTED WITH ACCESS AND CONTIGUOUS TO OTHER
⊝	REFLECTED WITH ACCESS AND CONTIGUOUS TO OTHER

⊗	CEILING
⊛	REFLECTED
⊜	REFLECTED WITH ACCESS
⊝	REFLECTED WITH ACCESS AND CONTIGUOUS TO OTHER

GENERAL NOTES - REFLECTED CEILING PLAN

- 1. REFLECTED CEILING PLAN IS TO BE USED TO REFLECT CEILING PLAN OF CONTIGUOUS AREAS.
- 2. REFLECTED CEILING PLAN IS TO BE USED TO REFLECT CEILING PLAN OF CONTIGUOUS AREAS.



04 LEVEL 05 - REFLECTED CEILING PLAN

HKS

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

ASSOCIATION FOR BEHAVIORAL HEALTH CARE

ARCHITECT: HKS

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

PHASE: DESIGN SUBMISSION

DATE: MAY 10, 2019

PROJECT NUMBER: 22983.000

CLIENT: MOUNT SINAI HEALTH SYSTEM

PROJECT LOCATION: 1585 BROADWAY, NEW YORK, NY 10036

PROJECT TYPE: BEHAVIORAL HEALTH CENTER

PROJECT SCHEDULE: 2018-2020

PROJECT TEAM:

- ARCHITECT: HKS
- INTERIOR ARCHITECT: HKS
- MECHANICAL/ELECTRICAL/PLUMBING (M/E/P): PERKINS+WILL
- STRUCTURAL: PERKINS+WILL
- CIVIL: PERKINS+WILL

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD

PROJECT NUMBER: 22983.000

DATE: MAY 10, 2019

PROJECT TYPE: BEHAVIORAL HEALTH CENTER

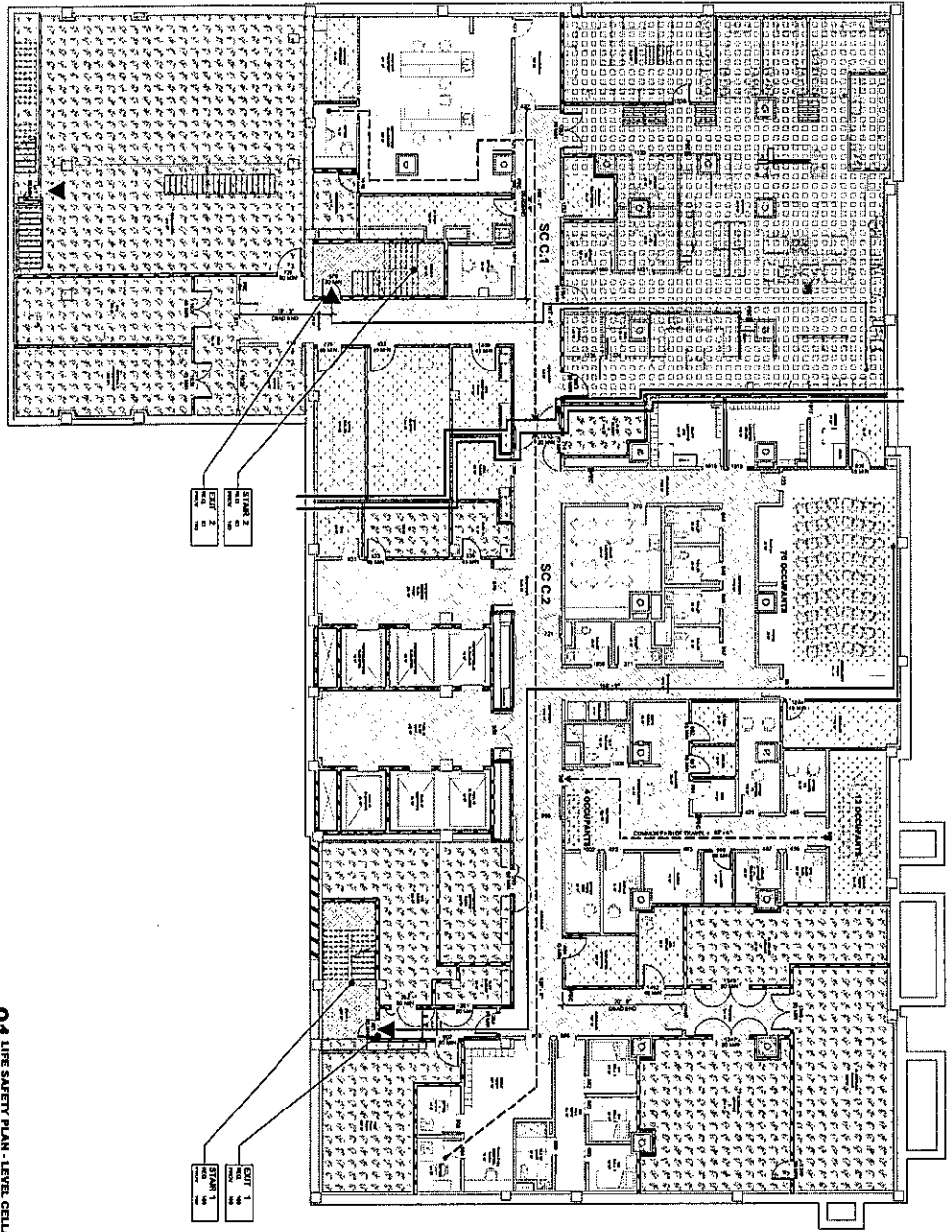
PROJECT LOCATION: 1585 BROADWAY, NEW YORK, NY 10036

PROJECT SCHEDULE: 2018-2020

PROJECT TEAM:

- ARCHITECT: HKS
- INTERIOR ARCHITECT: HKS
- MECHANICAL/ELECTRICAL/PLUMBING (M/E/P): PERKINS+WILL
- STRUCTURAL: PERKINS+WILL
- CIVIL: PERKINS+WILL

A405.00



04 LIFE SAFETY PLAN - LEVEL CELLAR

DATE CHANGED		DESCRIPTION	BY	DATE

NO.	DESCRIPTION	DATE	BY

LIFE SAFETY LEGEND

- 1001 - 1001 ROOM
- 1002 - 1002 ROOM
- 1003 - 1003 ROOM
- 1004 - 1004 ROOM
- 1005 - 1005 ROOM
- 1006 - 1006 ROOM
- 1007 - 1007 ROOM
- 1008 - 1008 ROOM
- 1009 - 1009 ROOM
- 1010 - 1010 ROOM
- 1011 - 1011 ROOM
- 1012 - 1012 ROOM
- 1013 - 1013 ROOM
- 1014 - 1014 ROOM
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- 1019 - 1019 ROOM
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- 1023 - 1023 ROOM
- 1024 - 1024 ROOM
- 1025 - 1025 ROOM
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- 1097 - 1097 ROOM
- 1098 - 1098 ROOM
- 1099 - 1099 ROOM
- 1100 - 1100 ROOM



LSC 100.00

PROJECT NO. 228663.000
 DATE: MAY 10, 2019
 DESIGN SUBMISSION
 LEVEL: CELLAR
 LIFE SAFETY PLAN

REVISIONS

NO.	DESCRIPTION	DATE

DATE: 10/20/2019

PROJECT NO. 228663.000

DATE: MAY 10, 2019

DESIGN SUBMISSION

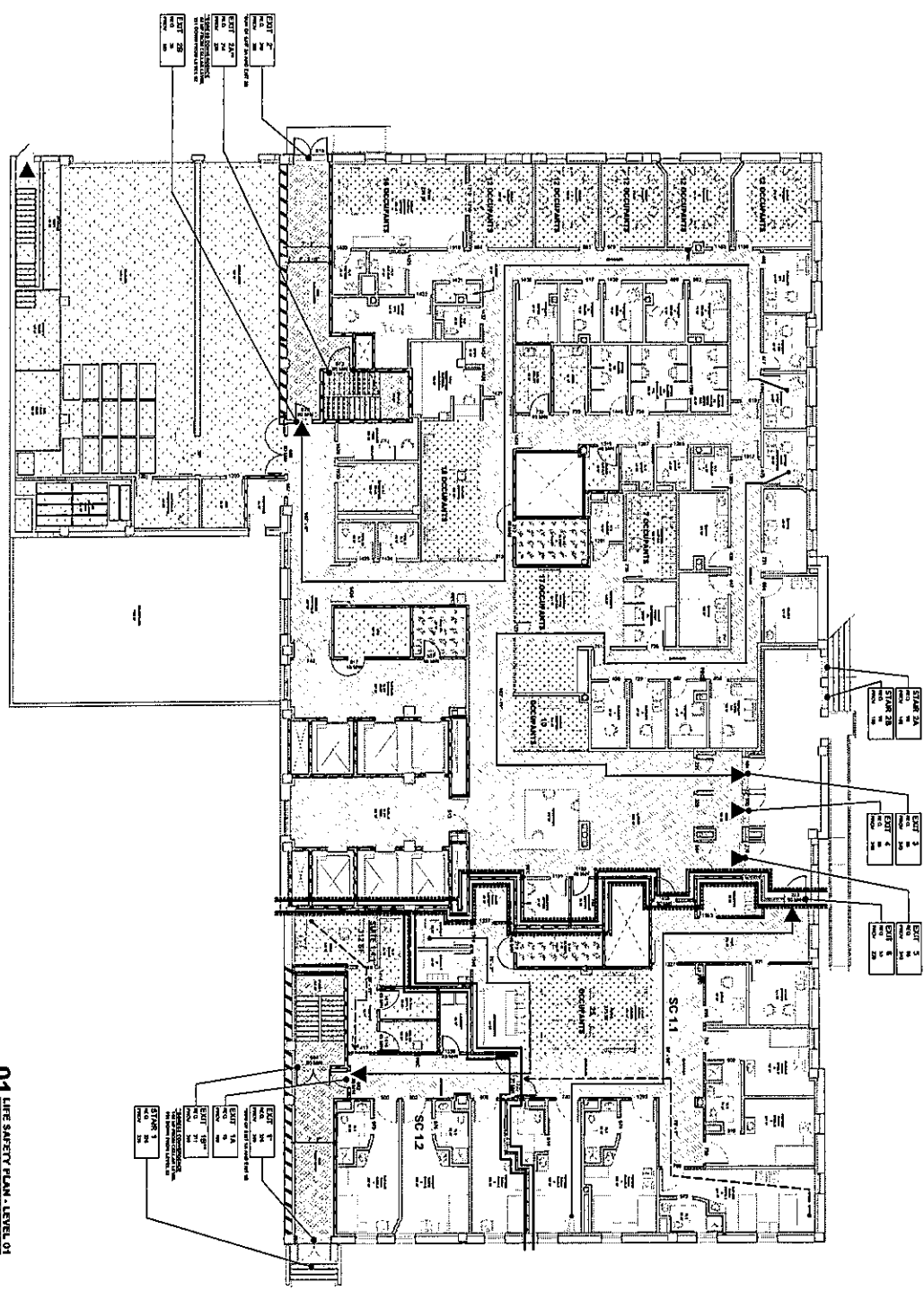
LEVEL: CELLAR

LIFE SAFETY PLAN



**MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER**

1001 - 1001 ROOM
 1002 - 1002 ROOM
 1003 - 1003 ROOM
 1004 - 1004 ROOM
 1005 - 1005 ROOM
 1006 - 1006 ROOM
 1007 - 1007 ROOM
 1008 - 1008 ROOM
 1009 - 1009 ROOM
 1010 - 1010 ROOM
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 1093 - 1093 ROOM
 1094 - 1094 ROOM
 1095 - 1095 ROOM
 1096 - 1096 ROOM
 1097 - 1097 ROOM
 1098 - 1098 ROOM
 1099 - 1099 ROOM
 1100 - 1100 ROOM



LEVEL 01 - LIFE SAFETY PLAN

Room No.	Room Name	Area (sq ft)	Occupancy	Exit	Notes
101	RECEPTION	150	100	EXIT 1	
102	CONFERENCE	200	100	EXIT 2	
103	OFFICE	300	100	EXIT 3	
104	OFFICE	300	100	EXIT 4	
105	OFFICE	300	100	EXIT 5	
106	OFFICE	300	100	EXIT 6	
107	OFFICE	300	100	EXIT 7	
108	OFFICE	300	100	EXIT 8	
109	OFFICE	300	100	EXIT 9	
110	OFFICE	300	100	EXIT 10	
111	OFFICE	300	100	EXIT 11	
112	OFFICE	300	100	EXIT 12	
113	OFFICE	300	100	EXIT 13	
114	OFFICE	300	100	EXIT 14	
115	OFFICE	300	100	EXIT 15	
116	OFFICE	300	100	EXIT 16	
117	OFFICE	300	100	EXIT 17	
118	OFFICE	300	100	EXIT 18	
119	OFFICE	300	100	EXIT 19	
120	OFFICE	300	100	EXIT 20	
121	OFFICE	300	100	EXIT 21	
122	OFFICE	300	100	EXIT 22	
123	OFFICE	300	100	EXIT 23	
124	OFFICE	300	100	EXIT 24	
125	OFFICE	300	100	EXIT 25	
126	OFFICE	300	100	EXIT 26	
127	OFFICE	300	100	EXIT 27	
128	OFFICE	300	100	EXIT 28	
129	OFFICE	300	100	EXIT 29	
130	OFFICE	300	100	EXIT 30	
131	OFFICE	300	100	EXIT 31	
132	OFFICE	300	100	EXIT 32	
133	OFFICE	300	100	EXIT 33	
134	OFFICE	300	100	EXIT 34	
135	OFFICE	300	100	EXIT 35	
136	OFFICE	300	100	EXIT 36	
137	OFFICE	300	100	EXIT 37	
138	OFFICE	300	100	EXIT 38	
139	OFFICE	300	100	EXIT 39	
140	OFFICE	300	100	EXIT 40	
141	OFFICE	300	100	EXIT 41	
142	OFFICE	300	100	EXIT 42	
143	OFFICE	300	100	EXIT 43	
144	OFFICE	300	100	EXIT 44	
145	OFFICE	300	100	EXIT 45	
146	OFFICE	300	100	EXIT 46	
147	OFFICE	300	100	EXIT 47	
148	OFFICE	300	100	EXIT 48	
149	OFFICE	300	100	EXIT 49	
150	OFFICE	300	100	EXIT 50	

LEVEL 01 - OCCUPANCY SUMMARY

Room No.	Room Name	Area (sq ft)	Occupancy	Exit	Notes
101	RECEPTION	150	100	EXIT 1	
102	CONFERENCE	200	100	EXIT 2	
103	OFFICE	300	100	EXIT 3	
104	OFFICE	300	100	EXIT 4	
105	OFFICE	300	100	EXIT 5	
106	OFFICE	300	100	EXIT 6	
107	OFFICE	300	100	EXIT 7	
108	OFFICE	300	100	EXIT 8	
109	OFFICE	300	100	EXIT 9	
110	OFFICE	300	100	EXIT 10	
111	OFFICE	300	100	EXIT 11	
112	OFFICE	300	100	EXIT 12	
113	OFFICE	300	100	EXIT 13	
114	OFFICE	300	100	EXIT 14	
115	OFFICE	300	100	EXIT 15	
116	OFFICE	300	100	EXIT 16	
117	OFFICE	300	100	EXIT 17	
118	OFFICE	300	100	EXIT 18	
119	OFFICE	300	100	EXIT 19	
120	OFFICE	300	100	EXIT 20	
121	OFFICE	300	100	EXIT 21	
122	OFFICE	300	100	EXIT 22	
123	OFFICE	300	100	EXIT 23	
124	OFFICE	300	100	EXIT 24	
125	OFFICE	300	100	EXIT 25	
126	OFFICE	300	100	EXIT 26	
127	OFFICE	300	100	EXIT 27	
128	OFFICE	300	100	EXIT 28	
129	OFFICE	300	100	EXIT 29	
130	OFFICE	300	100	EXIT 30	
131	OFFICE	300	100	EXIT 31	
132	OFFICE	300	100	EXIT 32	
133	OFFICE	300	100	EXIT 33	
134	OFFICE	300	100	EXIT 34	
135	OFFICE	300	100	EXIT 35	
136	OFFICE	300	100	EXIT 36	
137	OFFICE	300	100	EXIT 37	
138	OFFICE	300	100	EXIT 38	
139	OFFICE	300	100	EXIT 39	
140	OFFICE	300	100	EXIT 40	
141	OFFICE	300	100	EXIT 41	
142	OFFICE	300	100	EXIT 42	
143	OFFICE	300	100	EXIT 43	
144	OFFICE	300	100	EXIT 44	
145	OFFICE	300	100	EXIT 45	
146	OFFICE	300	100	EXIT 46	
147	OFFICE	300	100	EXIT 47	
148	OFFICE	300	100	EXIT 48	
149	OFFICE	300	100	EXIT 49	
150	OFFICE	300	100	EXIT 50	

LIFE SAFETY LEGEND

- 1. EXIT DOOR
- 2. EXIT STAIR
- 3. EXIT STAIR W/ ELEVATOR
- 4. EXIT STAIR W/ ELEVATOR & ESCALATOR
- 5. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR
- 6. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR
- 7. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR
- 8. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR
- 9. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR
- 10. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR
- 11. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR
- 12. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR
- 13. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR
- 14. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR
- 15. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR
- 16. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR
- 17. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR
- 18. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR
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- 20. EXIT STAIR W/ ELEVATOR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR & STAIR & ESCALATOR

01 LIFE SAFETY PLAN - LEVEL 01



LSC 101.00

DATE: MAY 10, 2019
 DRAWING NO: 22883.000
 PROJECT: D36-110 SCHEMATIC DESIGN SUBMISSION LEVEL 01 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT: HKS
 DESIGNER: HKS

DATE: MAY 10, 2019
 DRAWING NO: 22883.000
 PROJECT: D36-110 SCHEMATIC DESIGN SUBMISSION LEVEL 01 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT: HKS
 DESIGNER: HKS

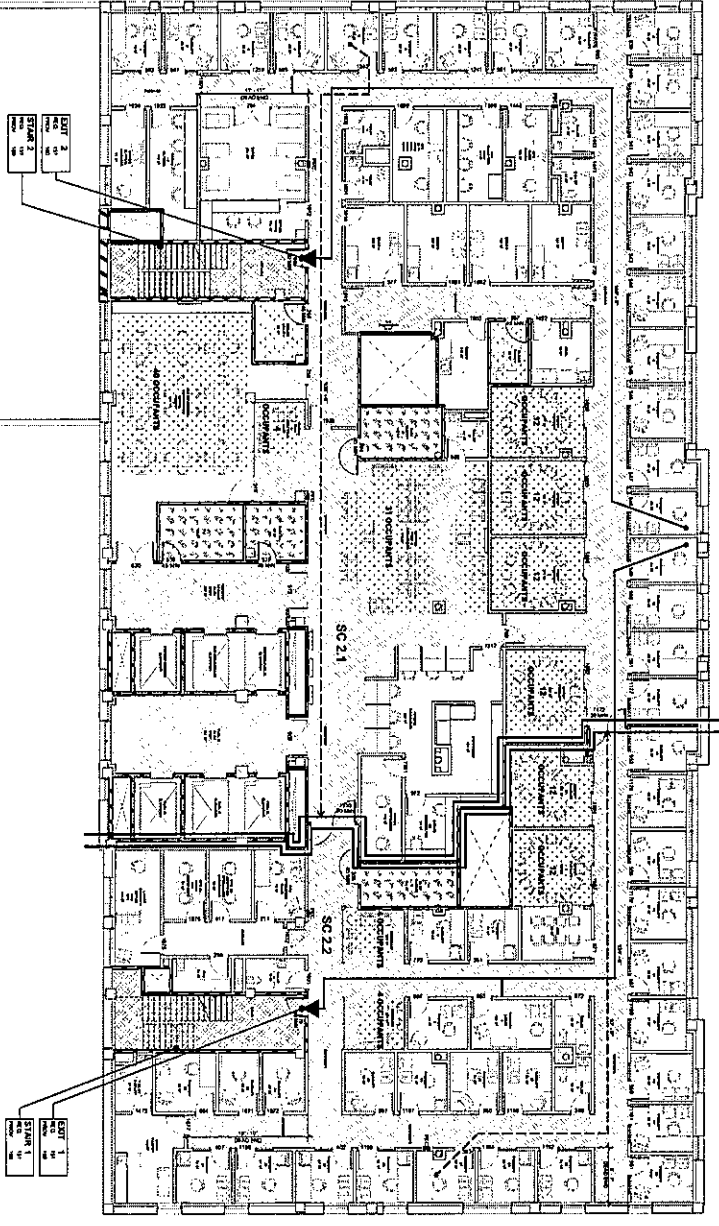
DATE: MAY 10, 2019
 DRAWING NO: 22883.000
 PROJECT: D36-110 SCHEMATIC DESIGN SUBMISSION LEVEL 01 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT: HKS
 DESIGNER: HKS

DATE: MAY 10, 2019
 DRAWING NO: 22883.000
 PROJECT: D36-110 SCHEMATIC DESIGN SUBMISSION LEVEL 01 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 ARCHITECT: HKS
 DESIGNER: HKS

HKS



NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1
2
3
4
5
6
7
8
9
10

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
11
12
13
14
15
16
17
18
19
20

LIFE SAFETY LEGEND

- STAIR
- EXIT
- ...

01 LIFE SAFETY PLAN - LEVEL 02



LSC-102.00

DATE: MAY 10, 2019
 PROJECT: MOUNT SINAI HEALTH CENTER
 DRAWING: 01 - LIFE SAFETY PLAN

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

REVISIONS:

NO.	DESCRIPTION	DATE
1

NOTES:

- ...
- ...
- ...

PROJECT: MOUNT SINAI HEALTH CENTER
 ARCHITECT: HKS

DATE: MAY 10, 2019
 PROJECT: MOUNT SINAI HEALTH CENTER
 DRAWING: 01 - LIFE SAFETY PLAN

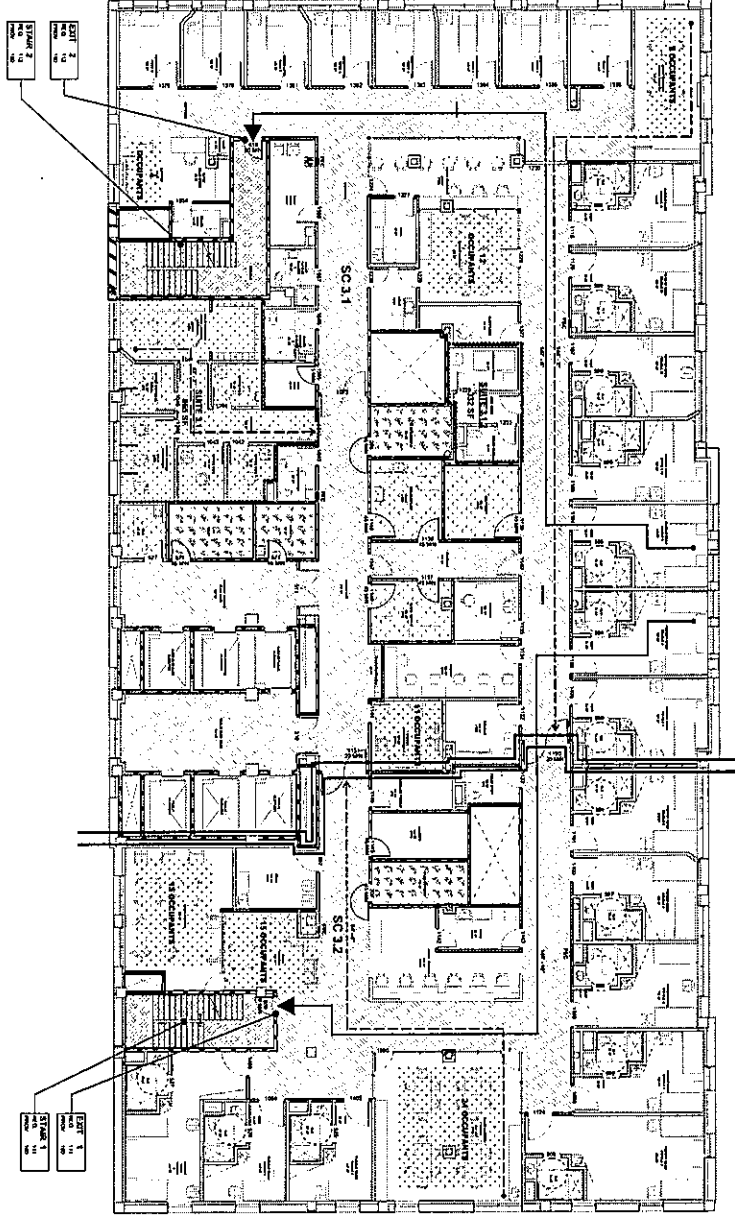
DESIGNED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

REVISIONS:

NO.	DESCRIPTION	DATE
1

NOTES:

- ...
- ...
- ...



LIFE SAFETY LEGEND	
EXIT 1	EXIT 2
EXIT 3	EXIT 4
EXIT 5	EXIT 6
EXIT 7	EXIT 8
EXIT 9	EXIT 10
EXIT 11	EXIT 12
EXIT 13	EXIT 14
EXIT 15	EXIT 16
EXIT 17	EXIT 18
EXIT 19	EXIT 20
EXIT 21	EXIT 22
EXIT 23	EXIT 24
EXIT 25	EXIT 26
EXIT 27	EXIT 28
EXIT 29	EXIT 30
EXIT 31	EXIT 32
EXIT 33	EXIT 34
EXIT 35	EXIT 36
EXIT 37	EXIT 38
EXIT 39	EXIT 40
EXIT 41	EXIT 42
EXIT 43	EXIT 44
EXIT 45	EXIT 46
EXIT 47	EXIT 48
EXIT 49	EXIT 50
EXIT 51	EXIT 52
EXIT 53	EXIT 54
EXIT 55	EXIT 56
EXIT 57	EXIT 58
EXIT 59	EXIT 60
EXIT 61	EXIT 62
EXIT 63	EXIT 64
EXIT 65	EXIT 66
EXIT 67	EXIT 68
EXIT 69	EXIT 70
EXIT 71	EXIT 72
EXIT 73	EXIT 74
EXIT 75	EXIT 76
EXIT 77	EXIT 78
EXIT 79	EXIT 80
EXIT 81	EXIT 82
EXIT 83	EXIT 84
EXIT 85	EXIT 86
EXIT 87	EXIT 88
EXIT 89	EXIT 90
EXIT 91	EXIT 92
EXIT 93	EXIT 94
EXIT 95	EXIT 96
EXIT 97	EXIT 98
EXIT 99	EXIT 100

LIFE SAFETY LEGEND	
EXIT 1	EXIT 2
EXIT 3	EXIT 4
EXIT 5	EXIT 6
EXIT 7	EXIT 8
EXIT 9	EXIT 10
EXIT 11	EXIT 12
EXIT 13	EXIT 14
EXIT 15	EXIT 16
EXIT 17	EXIT 18
EXIT 19	EXIT 20
EXIT 21	EXIT 22
EXIT 23	EXIT 24
EXIT 25	EXIT 26
EXIT 27	EXIT 28
EXIT 29	EXIT 30
EXIT 31	EXIT 32
EXIT 33	EXIT 34
EXIT 35	EXIT 36
EXIT 37	EXIT 38
EXIT 39	EXIT 40
EXIT 41	EXIT 42
EXIT 43	EXIT 44
EXIT 45	EXIT 46
EXIT 47	EXIT 48
EXIT 49	EXIT 50
EXIT 51	EXIT 52
EXIT 53	EXIT 54
EXIT 55	EXIT 56
EXIT 57	EXIT 58
EXIT 59	EXIT 60
EXIT 61	EXIT 62
EXIT 63	EXIT 64
EXIT 65	EXIT 66
EXIT 67	EXIT 68
EXIT 69	EXIT 70
EXIT 71	EXIT 72
EXIT 73	EXIT 74
EXIT 75	EXIT 76
EXIT 77	EXIT 78
EXIT 79	EXIT 80
EXIT 81	EXIT 82
EXIT 83	EXIT 84
EXIT 85	EXIT 86
EXIT 87	EXIT 88
EXIT 89	EXIT 90
EXIT 91	EXIT 92
EXIT 93	EXIT 94
EXIT 95	EXIT 96
EXIT 97	EXIT 98
EXIT 99	EXIT 100

LIFE SAFETY LEGEND	
EXIT 1	EXIT 2
EXIT 3	EXIT 4
EXIT 5	EXIT 6
EXIT 7	EXIT 8
EXIT 9	EXIT 10
EXIT 11	EXIT 12
EXIT 13	EXIT 14
EXIT 15	EXIT 16
EXIT 17	EXIT 18
EXIT 19	EXIT 20
EXIT 21	EXIT 22
EXIT 23	EXIT 24
EXIT 25	EXIT 26
EXIT 27	EXIT 28
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EXIT 73	EXIT 74
EXIT 75	EXIT 76
EXIT 77	EXIT 78
EXIT 79	EXIT 80
EXIT 81	EXIT 82
EXIT 83	EXIT 84
EXIT 85	EXIT 86
EXIT 87	EXIT 88
EXIT 89	EXIT 90
EXIT 91	EXIT 92
EXIT 93	EXIT 94
EXIT 95	EXIT 96
EXIT 97	EXIT 98
EXIT 99	EXIT 100

01 LIFE SAFETY PLAN - LEVEL 03



LSC.103.00

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DATE: 10/10/2019
 DRAWING NO: LSC.103.00

DESIGNER: HKS
 ARCHITECT: HKS
 ENGINEER: HKS
 CONTRACTOR: HKS

REVISIONS:
 NO. DATE DESCRIPTION
 1 10/10/2019

NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES AND STANDARDS.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC).
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODES (IMC).
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODES (IEC).
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING CODES (IMPC).
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND MARINE SAFETY CODES (IFMSC).
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SAFETY AND HEALTH CODES (ISHC).
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL OCCUPATIONAL SAFETY AND HEALTH CODES (IOSHC).
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENVIRONMENTAL SAFETY AND HEALTH CODES (IESHC).
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SAFETY AND HEALTH CODES (ISHC).

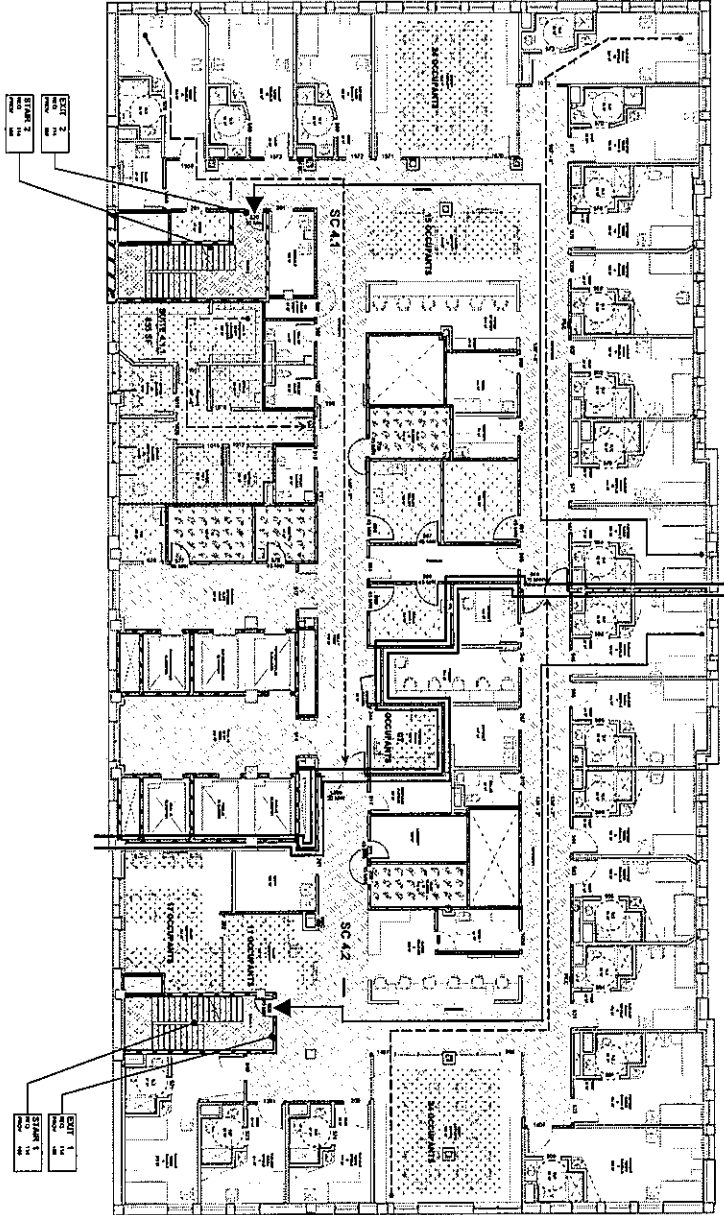
REVISIONS:
 NO. DATE DESCRIPTION
 1 10/10/2019

REVISIONS:
 NO. DATE DESCRIPTION
 1 10/10/2019

REVISIONS:
 NO. DATE DESCRIPTION
 1 10/10/2019

REVISIONS:
 NO. DATE DESCRIPTION
 1 10/10/2019

REVISIONS:
 NO. DATE DESCRIPTION
 1 10/10/2019



LIFE SAFETY LEGEND											
Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT

LIFE SAFETY LEGEND											
Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT

LIFE SAFETY LEGEND											
Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description	Symbol	Description
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT
[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT	[Symbol]	EXIT

01 LIFE SAFETY PLAN - LEVEL 04



PROJECT NO. 22863.000
 DATE: MAY 10, 2019
 PROJECT NAME: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

SCALE: AS SHOWN
 DRAWING NO. LSC-104.00
 SHEET NO. 01

DESIGNED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

REVISIONS:
 1. [Description]
 2. [Description]
 3. [Description]

NOTES:
 1. [Text]
 2. [Text]
 3. [Text]

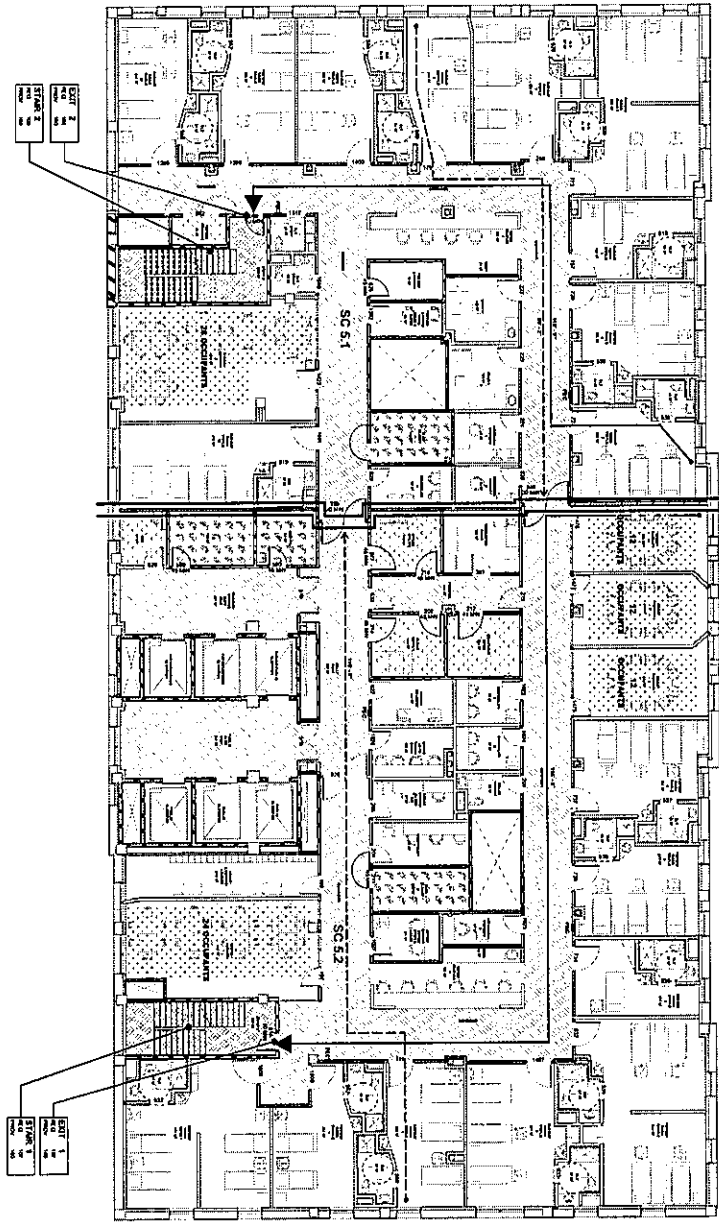
PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 PHASE: DESIGN
 SHEET: 01 OF 01

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

ARCHITECT: [Firm Name]
 1234 N. MICHIGAN AVE., SUITE 1000
 CHICAGO, IL 60611
 TEL: (312) 567-8901
 FAX: (312) 567-8902
 WWW: [Website]

DATE: MAY 10, 2019
 DRAWING NO. LSC-104.00
 SHEET NO. 01





ROOM	AREA (SQ FT)	USE	STAIR	ELEVATOR	MECHANICAL	OTHER
SC 5.1	15,500	STAIR	NO	NO	NO	NO
SC 5.2	15,500	STAIR	NO	NO	NO	NO
STAIR 1	2,000	STAIR	YES	NO	NO	NO
STAIR 2	2,000	STAIR	YES	NO	NO	NO
MECHANICAL	5,000	M.E.	NO	NO	YES	NO
OTHER	10,000	OFFICE	NO	NO	NO	YES
TOTAL	50,000					

CORRIDOR	AREA (SQ FT)	STAIR	ELEVATOR	M.E.	OTHER
SC 5.1	15,500	NO	NO	NO	NO
SC 5.2	15,500	NO	NO	NO	NO
STAIR 1	2,000	YES	NO	NO	NO
STAIR 2	2,000	YES	NO	NO	NO
MECHANICAL	5,000	NO	NO	YES	NO
OTHER	10,000	NO	NO	NO	YES
TOTAL	50,000				

[Symbol]	STAIR
[Symbol]	ELEVATOR
[Symbol]	M.E. (MECHANICAL)
[Symbol]	OTHER
[Symbol]	STAIR 1
[Symbol]	STAIR 2
[Symbol]	MECHANICAL
[Symbol]	OTHER

01 LIFE SAFETY PLAN - LEVEL 05



HIKS

Mount Sinai

MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER

1575 BROADWAY, NEW YORK, NY 10030
 TEL: (212) 241-1200

PROJECT: Mount Sinai Comprehensive Behavioral Health Center
ARCHITECT: HillierSmith
DATE: MAY 10, 2019
DESIGN SUBMISSION
LEVEL 05 - LIFE SAFETY PLAN

REVISIONS:

NO.	DATE	DESCRIPTION

OWNER: Mount Sinai
PROJECT MANAGER: [Name]
ARCHITECT: HillierSmith
DATE: MAY 10, 2019
DESIGN SUBMISSION
LEVEL 05 - LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

NOTES:

- SEE ALL APPLICABLE CODES AND REGULATIONS.
- THIS PLAN IS TO BE USED IN CONJUNCTION WITH ALL OTHER PLANS AND SPECIFICATIONS.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES AND REGULATIONS.
- THIS PLAN IS THE PROPERTY OF HILLIERSMITH AND SHALL BE KEPT IN A SAFE PLACE FOR FUTURE REFERENCE.
- NO PART OF THIS PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HILLIERSMITH.
- THESE PLANS HAVE BEEN PREPARED BY HILLIERSMITH AND DO NOT CONSTITUTE A GUARANTEE OF ACCURACY OR COMPLETENESS.

PROFESSIONAL SEALS:

ARCHITECT: [Seal]
 ENGINEER: [Seal]

LSC.105.00

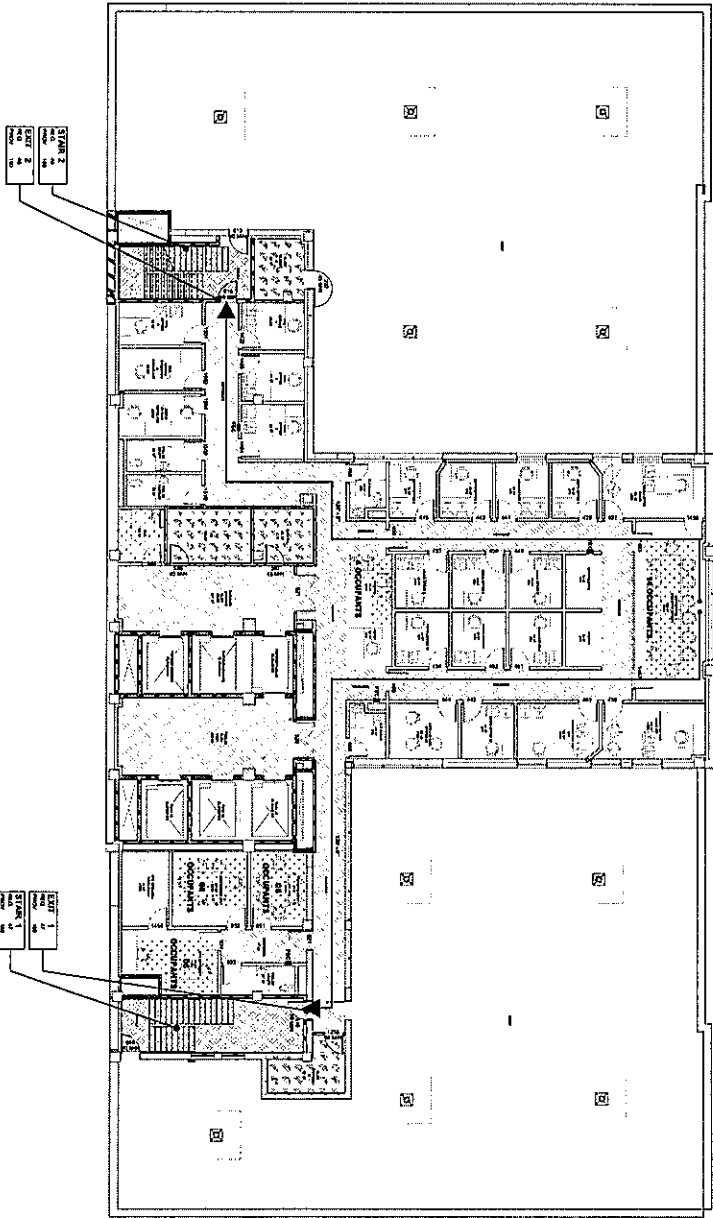
22863.000

MAY 10, 2019

DESIGN SUBMISSION

LEVEL 05 - LIFE SAFETY PLAN

NO PART OF THIS PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HILLIERSMITH.



TOTAL SCHEDULED WORK		TOTAL SCHEDULED WORK	
DATE	DESCRIPTION	DATE	DESCRIPTION
06/01/18	MECHANICAL	06/01/18	MECHANICAL
06/01/18	ELECTRICAL	06/01/18	ELECTRICAL
06/01/18	PLUMBING	06/01/18	PLUMBING
06/01/18	CONCRETE	06/01/18	CONCRETE
06/01/18	PAINT	06/01/18	PAINT
06/01/18	FINISHES	06/01/18	FINISHES
06/01/18	IT	06/01/18	IT
06/01/18	GENERAL CONTRACTOR	06/01/18	GENERAL CONTRACTOR
06/01/18	MECHANICAL	06/01/18	MECHANICAL
06/01/18	ELECTRICAL	06/01/18	ELECTRICAL
06/01/18	PLUMBING	06/01/18	PLUMBING
06/01/18	CONCRETE	06/01/18	CONCRETE
06/01/18	PAINT	06/01/18	PAINT
06/01/18	FINISHES	06/01/18	FINISHES
06/01/18	IT	06/01/18	IT
06/01/18	GENERAL CONTRACTOR	06/01/18	GENERAL CONTRACTOR

LIFE SAFETY LEGEND	
[Symbol]	EXIT
[Symbol]	STAIR
[Symbol]	ELEVATOR
[Symbol]	MECHANICAL
[Symbol]	ELECTRICAL
[Symbol]	PLUMBING
[Symbol]	CONCRETE
[Symbol]	PAINT
[Symbol]	FINISHES
[Symbol]	IT
[Symbol]	GENERAL CONTRACTOR

LIFE SAFETY LEGEND	
[Symbol]	EXIT
[Symbol]	STAIR
[Symbol]	ELEVATOR
[Symbol]	MECHANICAL
[Symbol]	ELECTRICAL
[Symbol]	PLUMBING
[Symbol]	CONCRETE
[Symbol]	PAINT
[Symbol]	FINISHES
[Symbol]	IT
[Symbol]	GENERAL CONTRACTOR

01 LIFE SAFETY PLAN - LEVEL 06



LSC-106.00

DATE: MAY 10, 2018
 PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

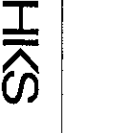
PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN

PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN



MOUNT SINAI
 COMPREHENSIVE
 BEHAVIORAL
 HEALTH CENTER



PROJECT: MOUNT SINAI COMPREHENSIVE BEHAVIORAL HEALTH CENTER
 DESIGN SUBMISSION LEVEL 06 - LIFE SAFETY PLAN