



Adult Care Facility Admission Agreement

I. GENERAL PROVISIONS

This is the admission agreement between The Sentinel of Port Jervis, LLC a New York Limited Liability Company and _____ (Name of Resident) and/or _____ (Rep. Name) stating the terms and conditions of the resident's admission and living arrangements at The Sentinel of Port Jervis located at 2247 Greenville Turnpike, Port Jervis, New York 12771. This Agreement is effective as of _____ and shall remain in effect until amended by the parties or until terminated by the parties in accordance with section VII of this agreement.

This agreement shall be attached to the application for admission provided by the facility.

The parties to this agreement understand that this facility is an adult care facility providing lodging, board, housekeeping, personal care and supervision services to the resident in accordance with New York State Social Services Law and the Regulations of the New York State Department of Health.

II. FACILITY SERVICES

The operator shall be responsible for the provision of the following:

- 1) A private () or semi-private () room (check one).
- 2) Board including three meals a day, served at regularly scheduled times; and a nutritious evening snack.
- 3) Personal care services as necessary on a twenty-four hour basis.
- 4) Twenty-four hour supervision.
- 5) Housekeeping services.
- 6) Linen Services.
- 7) Laundry of resident's personal washable clothing.
- 8) The following diets: Regular, No Added Salt and/or Low Concentrated Sweets when ordered by the resident's primary physician.
- 9) An organized and diversified program of individual and group activities.
- 10) Case management services.

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DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE	
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____ Res.
____ Rep.

III. RESIDENT RESPONSIBILITIES

The resident and the resident's representative shall be responsible for the following:

- 1) Payment of the required rate.
- 2) Supply of personal clothing and effects.
- 3) Payment of all medical expenses including transportation for medical purposes, except where payment is available under Medicare, Medicaid or third party coverage.
- 4) At the time of admission, a dated and signed medical evaluation which conforms to Department Regulations. Thereafter, a medical evaluation which conforms to Department Regulations at least once every twelve (12) months or more frequently if a change in condition warrants.
- 5) Informing the operator of change in health status, change in physician or change in medications.
- 6) In addition, the resident agrees to obey all reasonable rules of the facility and to respect the rights and property of other residents.

IV. FINANCIAL ARRANGEMENTS

A. Rate

The resident and the resident's representative agree to pay and the operator agrees to accept the following payment in full satisfaction of the services which the operator must provide according to law and regulations:

Monthly Rate \$ _____ * Payment due by 1st DAY FOR CURRENT MONTH

Weekly Rate \$ _____ * Payment due by _____

Daily Rate \$ _____ * Payment due by _____

*Must include payments made by a third party

B. Supplemental Services

If the operator provides services and supplies beyond those required by law and regulation, he agrees to itemize it or attach to this agreement a listing of such services and supplies as well as the basis for additional charges, fees or assessments for such services or supplies. The operator guarantees that supplemental services or supplies shall be provided at resident option and charges shall be made only for services and supplies actually chosen by and provided to the resident. The operator agrees to provide these services and supplies to residents who receive Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments at a charge that is reasonably related to the cost of the services or supplies.

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C. Adjustments to the Rate/Supplemental Services Charges

The operator agrees not to charge additional fees or assessments in excess of those stated in this agreement with the following exceptions:

- 1) Upon the express written approval and authority of the resident or his representative; or,
- 2) To provide additional care, services or supplies upon the express order of the resident's primary physician; or
- 3) Upon forty five (45) days written notice to the resident and his representative of additional charges and expenses due to increased cost of maintenance and operation.
- 4) In the event of any emergency which affects the resident, additional charges may be assessed for the benefit of the resident as are reasonable and necessary for services, material, equipment, and food supplied during such emergency.

D. Reservation

The operator agrees to reserve the resident's residential space in the event of the resident's absence. The charge for this reservation shall be regular monthly rate per month. (The total of the daily rate for a one month period may not exceed the established monthly rate). The length of time the space shall be reserved is _____. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section VII of this agreement.

E. Gifts

If a resident wishes to voluntarily transfer money, property or things of value to the operator upon admission or at any other time, the operator shall attach a listing of the items to be transferred to this agreement. This listing shall become part of this agreement and include any agreements made by third parties for the benefit of the resident.

F. Tipping

The operator shall not accept, nor allow his staff or agents to accept any tip or gratuity in any form.

V. RESIDENT'S RIGHTS AND PROTECTIONS

The operator agrees to provide the resident with a copy of the Residents Rights and Protections Pamphlet and to treat each resident in accordance with the principles stated therein.

VI. PERSONAL ALLOWANCE ACCOUNTS

The operator agrees to offer to establish a personal allowance account for any resident who receives either Supplemental Security Income (SSI) or Safety Net (SNA) payments by executing a Statement of Offering (DSS-2853) with the resident or his/her representative.

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The resident agrees to inform the operator if he/she receives or has applied for SSI or SNA funds.

The resident or the resident's representative shall complete the following:

I receive funds as follows:

I, as the Resident Representative, do not choose to place the Resident's personal allowance funds in a facility maintained account, will comply with the Supplemental Security Income (SSI) or Safety Net (SNA) personal allowance requirement. []

I receive SSI funds [] or I have applied for SSI funds []

I receive SNA funds [] or I have applied for SNA funds []

I do not receive either SSI or SNA funds []

VII. TERMINATION

This admission agreement and residency in the facility may be terminated in the following ways:

1. By mutual agreement of the resident and operator;
2. Upon 30 days written notice from the resident to the operator of the resident's intention to terminate the agreement and leave the facility;
3. Upon 30 days written notice from the operator to the resident, the resident's next of kin and/or the person designated in the admission agreement as the responsible party. Involuntary termination of an admission agreement is permitted only for the reasons listed below, and, if the resident objects to the action, only after the operator initiates a court proceeding and the court rules in favor of the operator.

The grounds upon which involuntary termination may occur are:

1. The resident requires continual medical or nursing care which the adult care facility cannot provide;
2. The resident's behavior poses imminent risk of death or imminent risk of serious physical harm to himself or anyone else;
3. The resident fails to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which the resident has agreed to pay pursuant to the resident's admission and services agreement. If failure to make timely payment resulted from an interruption in the receipt by the resident of any public benefits to which he is entitled, no involuntary termination can take place unless the operator, during the 30 day notice period, assists the resident in obtaining such benefits, or any other available supplemental public benefits. The resident must cooperate with such efforts by the operator;
4. The resident repeatedly behaves in a manner that directly impairs the well-being, care or safety of the resident or any other resident or which substantially interferes with the orderly operation of the facility;
5. The operator has had its operating certificate limited, revoked, temporarily suspended or the operator has voluntarily surrendered the operating certificate of the facility to the New York State Department of Health; or

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6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the facility to other facilities or in making other provisions for the residents' continued safety and care. If the operator decides to terminate the admission agreement for any of the reasons given above, the operator will have hand delivered to the resident a notice of termination on a form prescribed by the State Department of Health. Such notice will include the date of termination and discharge, which must be at least 30 days after delivery of the notice, the reason for termination, a statement of the resident's right to object and a list of free legal and advocacy resources approved by the State Department of Health. Copies will be sent to the resident's next-of-kin, legally responsible relatives, and to the appropriate regional office of the State Department of Health. The resident may object to the operator about the termination and may be represented by an attorney or advocate. When the resident challenges the termination, the operator, in order to terminate, must institute a special proceeding in court. The resident will not be discharged against his will unless the court rules in favor of the operator.

VIII. TRANSFER

Notwithstanding the above, the operator may seek appropriate evaluation and assistance and may arrange for the transfer of a resident to an appropriate and safe location, prior to termination of an admission agreement and without 30 days notice or court review, for the following reasons:

1. When a resident develops a communicable disease, medical or mental condition, or sustains an injury such that continual skilled medical or nursing services are required;
2. In the event that a resident's behavior poses an imminent risk of death or serious physical injury to himself or others;
3. When a receiver has been appointed under the provisions of New York State Social Services Law is providing for the orderly transfer of all residents in the facility to other facilities or is making other provision for the resident's continued safety and care.
4. In order to terminate the admission agreement of a resident transferred without notice of termination, the operator shall insure that the written notice shall be hand-delivered to the resident at the location to which he has been removed. If such hand delivery is not possible, then notice shall be given by any of the methods provided by law for personal service upon a natural person (section 308, Civil Practice Law and Rules)
5. When the basis for the transfer no longer exists, and the resident is deemed appropriate for placement in an adult home, he shall be readmitted.
6. After transfer, if return to the facility is not anticipated, the operator will initiate termination procedures as set forth in Section VII of this agreement.

for

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____ Rep.

IX. REFUND/RETURN OF RESIDENT MONIES AND PROPERTY

Upon termination of this agreement, the operator shall provide the resident with a final written statement of the resident's payment and personal allowance accounts at the facility. In addition, the operator shall return, within three business days of the termination of the agreement, any money, property or thing of value held in safekeeping or owed the resident. This shall include any money or property of the resident which comes into the possession of the operator after discharge.

The operator shall provide the resident with a refund based upon the daily charge and the date of termination if either the operator or the resident has given notice to terminate this agreement as provided for in Section VII above.

If the resident dies, the operator shall turn over the property of the individual to the legally authorized representative of the estate. If a resident dies without a will and the whereabouts of the next-of-kin of the individual are unknown, the operator shall then contact the Surrogate's Court of the County wherein the facility is located in order to determine what should be done with the property of the individual.

X. WAIVER

Any modification or provision of this agreement not consistent with Social Services Law and the Regulations of the State Department of Health for Adult Care Facilities shall be null and void.

Waiver by the resident of any provision in this agreement which is required by law or regulation shall be null and void.

XI. AGREEMENT AUTHORIZATION

We, the undersigned, have read this agreement; have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

DATE: _____
(Signature of Resident)

DATE: _____
(Signature of Resident's Representative)

DATE: _____
(Signature of Operator or Designee)

[Handwritten signature]

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**THE SENTINEL
OF PORT JERVIS**
AN ASSISTED LIVING COMMUNITY

DSS-2853 (Revised 7/85, 6/14)

STATEMENT OFFERING PERSONAL ALLOWANCE ACCOUNT

For Supplemental Security Income (SSI) and Safety Net Assistance (SNA) Recipients

I understand that New York State Department of Health (NYS DOH) Regulations provide me, as an SSI or SNA recipient with a personal allowance which may be used as I wish for clothing, personal hygiene items, and other supplies, services, entertainment, or transportation for my personal use.

I understand that the operator cannot accept my personal allowance to pay for supplies and services that the operator is required by law, regulation, or admission agreement. In addition, my personal allowance may not be used to pay the operator for any services for which payment is available under Medicare, Medicaid, or third party coverage.

I understand that the operator must offer me or my representative a facility maintained personal allowance account to safeguard my personal allowance funds.

I understand that if I or my representative choose a facility maintained personal allowance account, the NYS DOH Regulations require the operator to: make these funds available to me for my own use; tell me the business hours when I may deposit or withdraw my funds or review my personal allowance records; pay me interest (if my funds are in an interest bearing account); show or give me upon request, or at least every three months, a summary of account which includes my current balance; tell me of any other important facts about my account.

I understand that I do not have to put my funds in a facility maintained account.

I understand that I may close my facility maintained account at any time and have my funds returned to me.

I understand that there are legal protections for my funds and account.

I understand that I may ask the NYS DOH or legal/advocacy agencies to help me if I do not receive my personal allowance or have access to money in my personal allowance account.

CHECK ONE OF THE FOLLOWING BOXES:

☐ I authorize the operator to establish a facility maintained personal allowance account.

☐ I do not authorize the operator to establish a facility maintained personal allowance account.

☐ As representative for _____, I agree to comply with the personal allowance requirements set forth above. I do ☐, I do not ☐, authorize the operator to establish a facility maintained personal allowance account.

☐ I am not an SSI or SNA recipient. However the operator has offered to maintain a personal fund account for me, I hereby authorize such an account.

Signature of Resident _____ DATE _____

Signature of Resident Representative _____ DATE _____

Signature of Operator or Designee _____ DATE _____

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Supplemental Services and Supplies

This statement is part of the admission agreement, and shall specify operator responsibility to provide and resident responsibility for payment of the following items:

<u>Item</u>	<u>Basis For The Additional Charge</u>
Dry Cleaning	<u> x </u> Resident Responsibility
Professional Hair Grooming	<u> x </u> Resident Responsibility
Personal Toilet Articles	<u> x </u> Resident Responsibility
Commissary Goods	<u> x </u> Resident Responsibility
Extraordinary Activities	<u> x </u> Resident Responsibility
Special Cultural Events	<u> x </u> Resident Responsibility
Transportation (Medical/Recreation)	see below_ Resident Responsibility
In Room Telephone	<u> x </u> Resident Responsibility
Local & Long Distance Telephone Calls	<u> x </u> Resident Responsibility
Lost Room and Storage Keys	\$1.50 per key Resident Responsibility
In Room Cable TV (responsible for hook-up and monthly charge)	see below_ Resident Responsibility
_____	_____
_____	_____

Transportation

Medical Transportation*:

\$30.00 First Hour/\$25.00 Each additional Hour

Recreational Transportation:

\$30.00 First Hour/\$25.00 Each additional Hour

* Except where payment is available Under Medicare, Medicaid or Third Party Coverage.

Cable

Facility will provide Basic Cable at no cost to the resident. Additional Cable Services are the responsibility of the Resident. Facility reserves the right to stop paying for such service upon 30 days notice to resident/resident representative.

Signature of Resident

Date

Signature of Resident's Representative

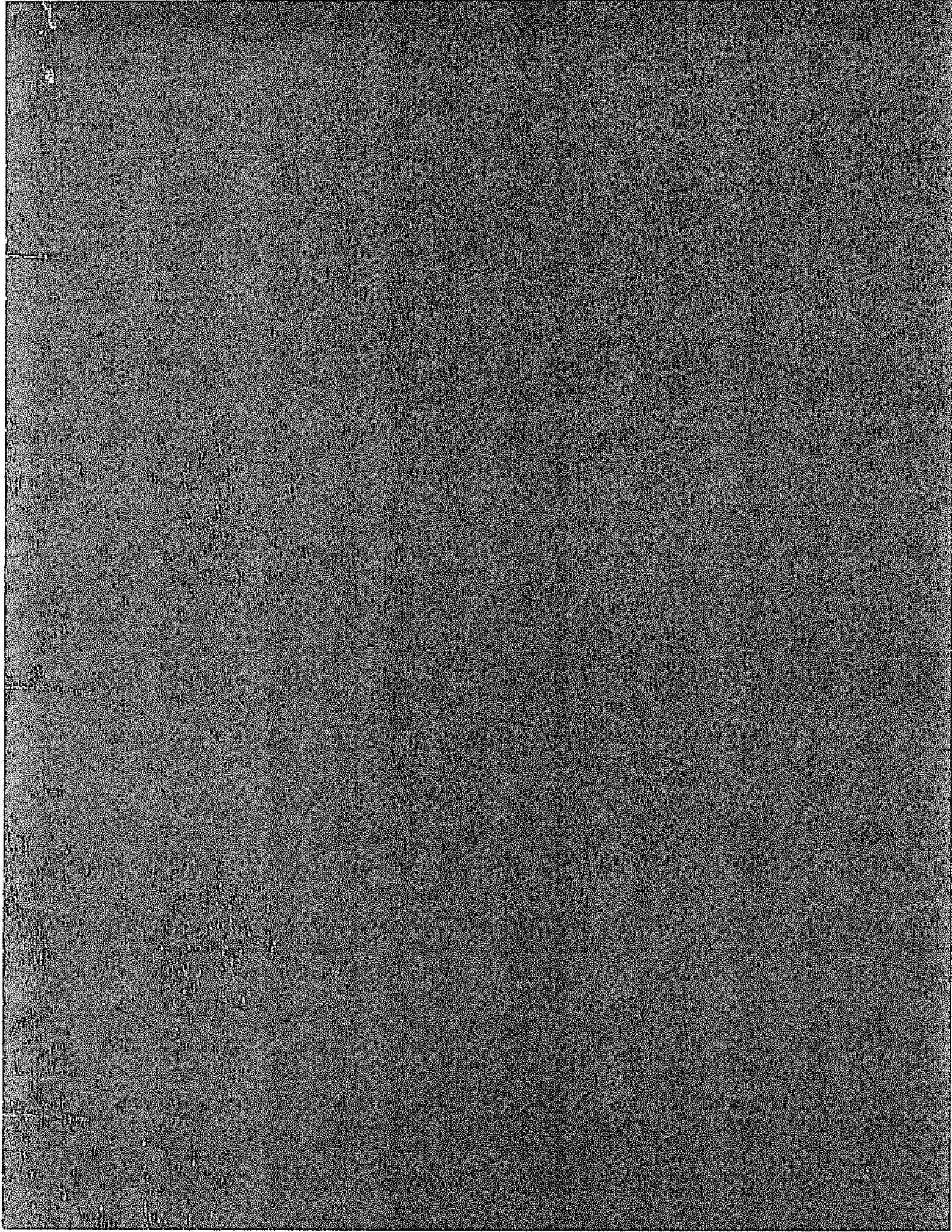
Date

Signature of Operator or Designee

Date

APPROVED BY
RESIDENT IN OF ADULT
RESIDENT LIVING
NYS DOH RE...
AD DATE 05 24-8/8

JS per





**ADMISSION AGREEMENT ADDENDUM FOR THE
ASSISTED LIVING PROGRAM**

I. General Provisions

This is the admission agreement addendum between The Sentinel of Amsterdam LLC (the "Operator") and _____, (the "Resident") and _____ (the "Resident's Representative", if any) stating the terms and conditions of the resident's admission and living arrangements at The Sentinel of Port Jervis located at 2247 Greenville Turnpike in Port Jervis, NY 12771.

This addendum pertains to the admission agreement approved by the Department for the above-named adult care facility and amends only the sections contained herein; all other provisions of the admission agreement remain in effect, unless otherwise amended.

This addendum must be attached to the admission agreement of the adult care facility.

The parties to this addendum understand that this program is an Assisted Living Program (ALP) providing long-term residential care and providing or arranging for home care services to the resident in accordance with New York State Social Services Law and Public Health Law and the Regulations of the New York state Departments of Health.

II. Assisted Living Program Services

The ALP operator must be responsible for providing an organized, 24-hour-a-day program of supervision, care and services including:

1. The services listed in the Admission Agreement; and
2. The provision of, or arrangement for, the following home care services:
 - i. Personal care services which are reimbursable under Title XIX of the Federal Social Security Act;
 - ii. Home health aide services;
 - iii. Personal emergency response services;
 - iv. Nursing services;
 - v. Physical Therapy
 - vi. Occupational therapy;

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- vii. Speech Therapy;
- viii. Medical supplies and equipment not requiring prior approval and;
- ix. Adult day health care in a program approved by the Commissioner of Health.

III. Resident Responsibilities

The Resident Responsibilities section of the Admission Agreement remains in effect except for the following modification regarding medical evaluations:

At the time of admission, the resident agrees to cooperate with the completion of the assessment process which includes obtaining a dated and signed medical evaluation on a form conforming to Department regulations, every six months thereafter, or as frequently as required to respond to changes in the resident's condition and to ensure immediate access to necessary and appropriate services by the resident.

IV. Financial Arrangements

Rate

The following supersedes the Financial Arrangements section of the admission agreement except for the Supplemental Services section:

The resident and the resident's representative, if any, agree to pay and the operator agrees to accept the following payment in full satisfaction of the basic rate for services, material, equipment and food as specified in the Admission Agreement and in Section II of this addendum which the operator must provide according to law and regulation: (select one schedule of payment)

Monthly Rate	\$ _____	Due Date	_____
Weekly Rate	\$ _____	Due Date	_____
Daily Rate	\$ _____	Due Date	_____

The resident agrees to apply for and maintain all applicable income entitlements and public benefits necessary to support payment of services provided by the operator.

V. Agreement Addendum Authorization

We, the undersigned, have read this agreement addendum; have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Date

(Signature of Resident)

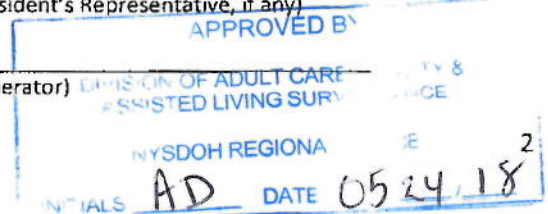
Date

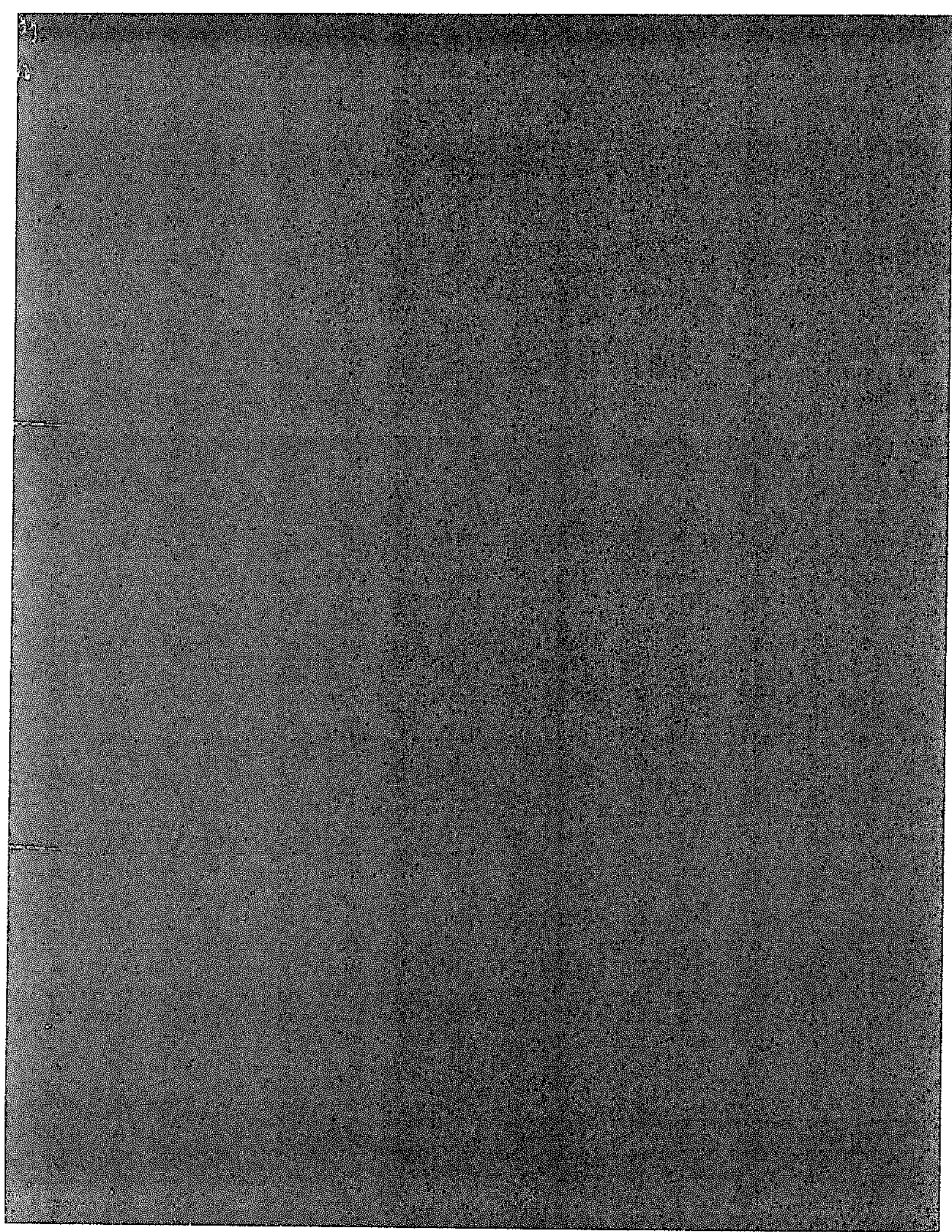
(Signature of Resident's Representative, if any)

Date

(Signature of Operator)

[Handwritten Signature]







**ENHANCED ASSISTED LIVING RESIDENCE
ADDENDUM TO
RESIDENCY AGREEMENT**

This is an addendum to a Residency Agreement made between The Sentinel of Port Jervis (the "Operator"), _____, (the "Resident's Representative or You"), _____, (the "Resident's Legal Representative"). Such Residency Agreement is dated _____.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Sentinel Residency Agreement shall remain in effect, unless otherwise amended in accordance with this Agreement. This Addendum must be attached to Sentinel's Residency Agreement between the parties.

I. Enhanced Assisted Living Certificates

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living at The Sentinel of Port Jervis located at 2247 Greenville Turnpike Port Jervis NY 12771

II. Physician Report

You have submitted to the Operator a written report from Your physician, which reports states that:

- a. Your physician has physically examined You within the last month prior to Your admission into The Sentinel's Enhanced Assisted Living Residence; and
- b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested to become a Resident at The Sentinel's Enhanced Assisted Living Residence, (The "Residence") and the Operator has accepted Your request.

IV. Specialized Program, Staff Qualifications and Environmental Modifications

Attached as EALR and made a part of this Agreement is a written description of:

Services to be provided in the Enhanced Assisted Living Residence;

- o Ostomy care
- o Artificial limb care
- o Incontinency care
- o Mobility assistance; including mechanical lifts
- o Wound care
- o Catheter care
- o The following Diets; Regular, No Added Salt & Low Concentrated Sweets as well as the following modified diets; Chopped, Ground and Pureed
- o Assistance with feeding
- o Daily redirection, prompting, orientation and closer observations.
- o Skilled nursing observation and documentation
- o Injections

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Staffing levels;

The Sentinel's current plan of staffing:

The Sentinel intends to utilize the The Eliot at Erie Station Licensed Home Care Services Agency (LHCSA) for all Nursing and Resident Care Staffing & Needs.

- o For Enhanced Assisted Living: capacity 60 beds: Projected plan of staffing, provided by the LHCSA, at full capacity will have a minimum of 5 resident aides on duty. Evening shift will have a minimum of 4 resident aides on duty and night shift will have a minimum of 3 resident aides on duty.
- o At least 1 Registered Nurse, provided by the LHCSA, will be on duty 40 hours a week at eight hours a day and a registered nurse is always on call 24 hours/7 days a week.

Home Health Aides are staffed as resident care needs indicate.

Staff education and training work experience, and any professional affiliations or special characteristics relevant to serving persons in the Enhanced Assisted Living Residence; will be provided to you upon request.

- o Administrator
- o RN – Provided by the LHCSA
- o Case Manager
- o Resident Aides and/or Home Health Aides (each with 75 hours of training, 12 hours of in-service training a year and CPR, first aid certification and blood borne pathogen training)- Provided by the LHCSA
- o Recreation & Volunteer Coordinator
- o Recreation Assistant(s)

The NYS Department of Health approves Administrators and Case Managers. Recreation Directors must meet minimum education or work experience described in NYS ACF regulations.

Any environmental modifications that have been made to protect the health, safety and welfare of persons in the Residence.

- o The Sentinel is ADA accessible (wheelchairs, motorized scooters).
- o All 100 Resident rooms have 2 emergency call bells, one in the bathroom and one in the bedroom. Each Aide Station, on each floor, and the receptionist is equipped with a Nurse Call Monitoring System.
- o The Sentinel maintains a fully operational fire detection system. The system includes both smoke detectors and sprinkler system. To assure your safety and security, The Sentinel contracts with an outside contractor to inspect the fire detection system to assure its' proper operation.

V. Aging in Place

The Operator has notified You that, while the Operator will make reasonable efforts to facilitate Your ability to age in place according to Your Individualized Service Plan, there may be a point reached where Your needs cannot be safely or appropriately met at the Residence:

If this occurs, the Operator will communicate with You regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24 Hour Skilled Nursing or Medical Care is Needed

If You reach the point where You are in need of 24 hour skilled nursing care or medical care that is required to be provided by a hospital, nursing home or a facility licensed under the Mental Hygiene Law, the Operator will initiate proceedings for the termination of this Agreement and to discharge You from residency, UNLESS each of the following conditions are met:

- a. You hire appropriate nursing, medical or hospice staff to care for Your increased needs; AND
- b. Your physician and a home care services agency both determine and document that with the provision of such additional nursing, medical or hospice care, You can be safely cared for in the

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Residence, and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article

28 or Mental Hygiene Law Articles 19, 31, or 32; AND

c. The Operator agrees to retain You as Resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff; AND

d. You are otherwise eligible to reside at the Residence.

VII. Addendum Agreement Authorization

We, the undersigned, have read this Addendum Agreement, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

Dated: _____
(Signature of Resident)

Dated: _____
(Signature of Resident's Representative)

Dated: _____
(Signature of Resident's Legal Representative)

Dated: _____
(Signature of Operator or Operator's Representative)



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